

## Standard Plan Cost) Front Range Colorado Evidence of Coverage (EOC) for 2010



The **Evidence of Coverage (EOC)** gives you details about your Medicare health plan coverage from January 1 - December 31, 2010. It explains how to get the health care you need. This is an important legal document. Please keep it in a safe place.

### **Rocky Mountain Health Plans Customer Service:**

- For help or information, please call Customer Service or go to our plan website at [www.rmhp.org](http://www.rmhp.org)
- Call 970-244-7912 or 888-282-1420 (toll free)
- TTY users call: 800-704-6370

### **Hours of Operation:**

- We are open 8:00 a.m. to 5:00 p.m., Mountain Time, Monday through Friday.

This plan is offered by Rocky Mountain Health Maintenance Organization, Inc., referred throughout the *Evidence of Coverage* as “we,” “us,” or “our.” Rocky Mountain Health Plans’ (RMHP) Standard Plan (Cost) Front Range Colorado is referred to as “plan” or “our plan.”

Rocky Mountain Health Maintenance Organization, Inc., contracts with the Federal government.

This information may be available in a different format, including large print. Please call Customer Service at the number listed to the left if you need plan information in another format or language.

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## **SECTION 1 Introduction**

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### **Section 1.1 What is the *Evidence of Coverage* booklet about?**

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

- You are covered by Medicare, and you have chosen to get your Medicare health care coverage through our plan, Rocky Mountain Health Plans (RMHP).
- There are different types of Medicare health plans. RMHP is a cost plan.

This plan is offered by Rocky Mountain Health Maintenance Organization, Inc. referred throughout the Evidence of Coverage as “we,” “us,” or “our.” Rocky Mountain Health Plans (RMHP) is referred to as “plan” or “our plan.”

The word “coverage” and “covered services” refers to the medical care and services available to you as a member of RMHP.

### **Section 1.2 What does this Chapter tell you?**

Look through Chapter 1 of this *Evidence of Coverage* to learn:

- What makes you eligible to be a plan member?
- What materials will you get from us?
- What is your plan premium and how can you pay it?
- What is your plan’s service area?
- How do you keep the information in your membership record up to date?

### **Section 1.3 What if you are new to Rocky Mountain Health Plans (RMHP)?**

If you are a new member, then it’s important for you to learn how the plan operates – what the rules are and what services are available to you. We encourage you to set aside some time to look through this *Evidence of Coverage* booklet.

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

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<b>Section 1.4</b>	<b>Legal information about the <i>Evidence of Coverage</i></b>
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### **It's part of our contract with you**

This *Evidence of Coverage* is part of our contract with you about how we cover your care. Other parts of this contract include your enrollment form and any notices you receive from us about changes or extra conditions that can affect your coverage. These notices are sometimes called “riders” or “amendments.”

The contract is in effect for months in which you are enrolled in RMHP between January 1, 2010 to December 31, 2010.

### **Medicare must approve our plan each year**

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

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<b>SECTION 2</b>	<b>What makes you eligible to be a plan member?</b>
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<b>Section 2.1</b>	<b>Your eligibility requirements</b>
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*You are eligible for membership in our plan as long as:*

- You live in our geographic service area (section 2.3 below describes our service area)
- -- *and* -- you are entitled to Medicare Part A
- -- *and* -- you are enrolled in Medicare Part B
- -- *or* -- you are enrolled in Medicare Part B only
- -- *and* -- you do *not* have End Stage Renal Disease (ESRD), with limited exceptions, such as if you develop ESRD when you are already a member of a plan that we offer, or you were a member of a different plan that was terminated.

<b>Section 2.2</b>	<b>What are Medicare Part A and Medicare Part B?</b>
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When you originally signed up for Medicare, you received information about how to get Medicare Part A and Medicare Part B. Remember:

- Medicare Part A generally covers services furnished by providers such as hospitals, skilled nursing facilities or home health agencies.
- Medicare Part B is for most other medical services, such as physician's services and other outpatient services.

**Section 2.3 Here is the plan service area for RMHP**

Although Medicare is a Federal program, our plan is available only to individuals who live in our plan service area. To stay a member of our plan, you must keep living in this service area. The service area is described below.

Our service area includes these counties in Colorado:

<b>Geographic Area</b>	<b>Counties</b>			
Western Slope:	Alamosa	Eagle	La Plata	Pitkin
	Archuleta	Garfield	Mesa	Rio Blanco
	Chaffee	Grand	Mineral	Rio Grande
	Conejos	Gunnison	Moffat	Routt
	Costilla	Hinsdale	Montezuma	Saguache
	Delta	Jackson	Montrose	San Juan
	Dolores	Lake	Ouray	San Miguel
				Summit
Front Range:	Bent	Fremont	Lincoln	Pueblo
	Cheyenne	Gilpin	Logan	Sedgwick
	Clear Creek	Huerfano	Morgan	Teller
	Crowley	Kiowa	Otero	Washington
	Custer	Kit Carson	Park	Weld
	El Paso	Larimer	Phillips	Yuma
	Elbert	Las Animas	Prowers	
Denver/Boulder Metro Area:	Adams	Boulder	Denver	Jefferson
	Arapahoe	Broomfield	Douglas	

If you plan to move out of the service area, please contact Customer Service.

**SECTION 3 What other materials will you get from us?**

**Section 3.1 Your plan membership card – Use it to get all covered care**

While you are a member of our plan, you must use our membership card whenever you get any services covered by this plan from network doctors, specialists and hospitals. Here’s a sample membership card to show you what yours will look like:



As long as you are a member of our plan **you can use your red, white, and blue Medicare card** to get covered medical services from out-of-network providers. If you go to out-of-network providers the plan may not cover the services, but Medicare will pay its share for Medicare-covered services. When Medicare pays its share, you pay the Medicare Part B deductible and coinsurance. Keep your red, white, and blue Medicare card in a safe place.

**Here's why this is so important:** If you get covered services using your red, white, and blue Medicare card instead of using our membership card while you are a plan member, you may have to pay you pay the Medicare Part B deductible and coinsurance yourself.

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

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

Every year that you are a member of our plan, we will send you either a new Provider Directory or an update to your Provider Directory. This directory lists our network providers.

#### **What are "network providers"?**

**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 any plan cost-sharing as payment in full. We have arranged for these providers to deliver covered services to members in our plan.

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

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

If you don't have your copy of the Provider Directory, you can request a copy from Customer Service. You may ask Customer Service for more information about our network providers, including their qualifications. You can also find information about our network providers at [www.rmhp.org](http://www.rmhp.org). Both Customer Service and the website can give you the most up-to-date information about changes in our network providers.

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## SECTION 4 Your monthly premium for your plan

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<b>Section 4.1</b>	<b>How much is your plan premium?</b>
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As a member of RMHP, you pay a monthly plan premium for most of our plans. The table below shows the monthly plan premium amount for each region we serve.

Service Area	Plan	Premium
Western Slope Colorado	Green Plan (Cost)	\$ 0
	Thrifty Plan (Cost)	\$ 34.00
	Standard Plan (Cost)	\$ 74.00
	Plus Plan (Cost)	\$160.00
Denver/Boulder Metro Area	Green Plan (Cost)	\$ 0
	Thrifty Plan (Cost)	\$ 14.00
	Standard Plan (Cost)	\$ 64.00
	Gold Plan (Cost)	\$156.00

Service Area	Plan	Premium
Front Range Colorado	Green Plan (Cost)	\$ 0
	Thrifty Plan (Cost)	\$ 29.00
	Standard Plan (Cost)	\$ 46.00
	Gold Plan (Cost)	\$156.00

You do not pay a separate monthly plan premium for RMHP's Green Plan (Cost).

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

There are programs to help people with limited resources pay for their drugs. Chapter 2, Section 6 tells more about these programs. If you qualify for one of these programs, enrolling in the program might make your monthly plan premium lower.

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

If you signed up for extra benefits, also called “optional supplemental benefits”, then you pay an additional premium each month for these extra benefits. If you have any questions about your plan premiums, please call Customer Service.

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

In addition to paying the monthly plan premium, some plan members will be paying a premium for Medicare Part A and most plan members will be paying a premium for Medicare Part B. You must continue paying your Medicare Part B premium for you to remain as a member of the plan.

- Your copy of *Medicare & You 2010* tells about these premiums in the section called “2010 Medicare Costs.” This explains how the Part B premium differs for people with different incomes.
- Everyone with Medicare receives a copy of *Medicare & You* each year in the fall. Those new to Medicare receive it within a month after first signing up. You can also download a copy of *Medicare & You 2010* from the Medicare website (<http://www.medicare.gov>). Or, you can order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227) 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

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<b>Section 4.2</b> <b>There are several ways you can pay your plan premium</b>
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There are four ways you can pay your plan premium. Please mark your premium payment choice on your enrollment form. If you want to change your premium payment choice, please call Customer Service. Phone numbers for Customer Service are on the front cover

**Option 1: You can pay by check each quarter**

RMHP will mail you a quarterly premium billing invoice. This option requires pre-payment for the entire quarter. Quarterly payments are due the first day of the month and the amount due is for the full three months. You will receive the invoice the month prior to the start of the quarter.

You can send us your plan premium check in the following ways:

- 1) By mail to: P.O. Box 173704, Denver, CO 80217-3704
- 2) In person at: 2775 Crossroads Boulevard, Grand Junction, CO 81506

Please make your check payable to RMHP.

Please note, if your check is returned to us from your bank, we will send you a letter explaining that you have to make other arrangements to pay your premium by before the end of the month. If we don't receive your full premium by the end of the month, you will be disenrolled from our plan.

**Option 2: You can have your premiums automatically withdrawn from your checking or savings account each month**

RMHP will withdraw your monthly premiums directly from your bank account. With this option, RMHP will not mail you an invoice and you do not need worry about mailing your payment on time. Although premiums are due on the first day of the month, your account will not be drafted until the 4<sup>th</sup> day of the month (or the next business day if the 4<sup>th</sup> falls on a weekend).

To begin paying your monthly premium payments by automatic withdrawal from your checking or savings account, call Customer Service at the number on the front cover and ask for a Payment Options form.

**Option 3: You can have your premiums charged directly to your credit or debit card each month**

RMHP will automatically request monthly payment from your credit card company. With this option, RMHP will not mail you an invoice and you do not need worry about mailing your payment on time. Although premiums are due on the first of the month, your credit card will not be billed until the 4<sup>th</sup> of the month (or the next business day if the 4<sup>th</sup> falls on a weekend).

To begin paying your monthly premium using your credit or debit card, call Customer Service at the number on the front cover and ask for a Payment Options form.

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### **Option 4: You can have the plan premium taken out of your monthly Social Security check**

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

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

Your plan premium is due in our office by the first day of the month. If we have not received your premium by the 10<sup>th</sup> day of the month, we will send you a notice telling you that your plan membership will end if we do not receive your premium within 20 days.

If you are having trouble paying your premium on time, please contact Customer Service to see if we can direct you to programs that will help with your plan premium. If we end your membership with the plan because of non-payment of premiums, and you don't currently have prescription drug coverage then you will not be able to receive Part D coverage until the annual election period. At that time, you may either join a stand-alone prescription drug plan or a health plan that also provides drug coverage.

If we end your membership due to non-payment of premiums, you will have coverage under Original Medicare. At the time we end your membership, you may still owe us for premiums you have not paid. In the future, if you want to enroll again in our plan (or another plan that we offer), you will need to pay these late premiums before you can enroll.

<b>Section 4.3</b>	<b>Can we change your monthly plan premium during the year?</b>
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**No.** We are not allowed to change the amount we charge for the plan's monthly plan premium during the year. If the monthly plan premium changes for next year we will tell you in October and the change will take effect on January 1.

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

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<b>Section 5.1</b>	<b>How to help make sure that we have accurate information about you</b>
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Your membership record has information from your enrollment form, including your address and telephone number. It shows your specific plan coverage including your Primary Care Provider.

The doctors, hospitals, 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 are covered for you.** Because of this, it is very important that you help us keep your information up to date.

**Call Customer Service to let us know about these changes:**

- Changes to your name, your address, or your phone number
- Changes in any other health insurance coverage you have (such as from your employer, your spouse's employer, workers' compensation, or Medicaid)
- If you have any liability claims, such as claims from an automobile accident
- If you have been admitted to a nursing home

**Read over the information we send you about any other insurance coverage you have**

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

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

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**SECTION 1**      **Rocky Mountain Health Plans contacts**  
(how to contact us, including how to reach Customer Service at the plan)

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**How to contact our plan's Customer Service**

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

<b>Customer Service</b>	
<b>CALL</b>	888-282-1420 Calls to this number are free  (970-244-7912 within Mesa County).  Our hours are Monday through Friday, 8:00 a.m. – 5:00 p.m., Mountain Time.
<b>TTY</b>	800-704-6370 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.  Our hours are Monday through Friday, 8:00 a.m. – 5:00 p.m., Mountain Time.
<b>FAX</b>	970-244-7880
<b>WRITE</b>	Rocky Mountain Health Plans Customer Service Post Office Box 10600 Grand Junction, CO 81502-5600
<b>WEBSITE</b>	<a href="http://www.rmhp.org">www.rmhp.org</a>

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

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

<b>Coverage Decisions, Appeals or Complaints for Medical Care</b>	
<b>CALL</b>	888-282-1420 Calls to this number are free.  (970-244-7912 within Mesa County).  Monday through Friday, 8:00 a.m. – 5:00 p.m., Mountain Time.
<b>TTY</b>	800-704-6370 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.  Calls to this number are free.
<b>FAX</b>	877-201-7302
<b>WRITE</b>	Rocky Mountain Health Plans Customer Service Post Office Box 10600 Grand Junction, CO 81502-5600

For more information on asking for coverage decisions, making an appeal or making a complaint about your medical care, see Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

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## Where to send a request that asks us to pay for our share of the cost for medical care you have received

For more information on situations in which you may need to ask us for reimbursement or to pay a bill you have received from a provider, see Chapter 5 (*Asking the plan to pay its share of a bill you have received for medical services*).

**Please note:** If you send us a payment request and we deny any part of your request, you can appeal our decision. See Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*) for more information.

<b>RMHP Payment Requests</b>	
<b>CALL</b>	888-282-1420 Calls to this number are free.
<b>TTY</b>	800-704-6370  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.  Calls to this number are free.
<b>FAX</b>	970-244-7880
<b>WRITE</b>	Rocky Mountain Health Plans Post Office Box 10600 Grand Junction, CO 81502-5600

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

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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 and cost plan organizations including us.

<b>Medicare</b>	
<b>CALL</b>	1-800-MEDICARE, or 1-800-633-4227  Calls to this number are free.  24 hours a day, 7 days a week.
<b>TTY</b>	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.
<b>WEBSITE</b>	<a href="http://www.medicare.gov">http://www.medicare.gov</a>  This is the official government website for Medicare. It gives you up-to-date information about Medicare and current Medicare issues. It also has information about hospitals, nursing homes, physicians, home health agencies, and dialysis facilities. It includes booklets you can print directly from your computer. It has tools to help you compare Medicare Advantage Plans and Medicare drug plans in your area. You can also find Medicare contacts in your state by selecting “Helpful Phone Numbers and Websites.”  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 at the number above and tell them what information you are looking for. They will find the information on the website, print it out, and send it to you.

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

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

The Senior Health Insurance Assistance Program (SHIP) of Colorado is independent (not connected with any insurance company or health plan). It is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

The Senior Health Insurance Assistance Program (SHIP) counselors can help you with your Medicare questions or problems. They can help you understand your Medicare rights, help you make complaints about your medical care or treatment, and help you straighten out problems with your Medicare bills. The Senior Health Insurance Assistance Program (SHIP) counselors can also help you understand your Medicare plan choices and answer questions about switching plans.

<b>Senior Health Insurance Assistance Program (SHIP) of Colorado</b>	
<b>CALL</b>	888-696-7213
<b>TTY</b>	303-894-7880 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	Senior Health Insurance Assistance Program 1560 Broadway, Suite 850 Denver, CO 80202

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## **SECTION 4      Quality Improvement Organization** **(paid by Medicare to check on the quality of care for people with Medicare)**

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There is a Quality Improvement Organization in each state. In Colorado, the Quality Improvement Organization is called the Colorado Foundation for Medical Care (QIO).

The Colorado Foundation for Medical Care has a group of doctors and other health care professionals who are paid by the Federal government. This organization is paid by Medicare to check on and help improve the quality of care for people with Medicare. The Colorado Foundation for Medical Care is an independent organization. It is not connected with our plan.

You should contact the Colorado Foundation for Medical Care in any of these situations:

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

<b>Colorado Foundation for Medical Care</b>	
<b>CALL</b>	800-727-7086
<b>TTY</b>	877-486-2048  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	Colorado Foundation for Medical Care 23 Inverness Way East, Suite 100 Englewood, CO 80112-5708

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## **SECTION 5      Social Security**

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Social Security is responsible for determining eligibility and handling enrollment for Medicare. U.S. citizens 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 and pay the Part B premium. Social Security handles the enrollment process for Medicare. To apply for Medicare, you can call Social Security or visit your local Social Security office.

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

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

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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. Medicaid has programs that can help pay for your Medicare premiums and other costs, if you qualify. To find out more about Medicaid and its programs, contact Colorado Department of Health Care Policy and Financing.

<b>Colorado Department of Health Care Policy and Financing</b>	
<b>CALL</b>	800-221-3943 toll-free, or 303-866-3513 in the Metro Denver area
<b>TTY</b>	800-221-3943 this number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	Colorado Department of Health Care Policy and Financing 1570 Grant Street Denver, Colorado 80203

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## **SECTION 7      How to contact the Railroad Retirement Board**

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

<b>Railroad Retirement Board</b>	
<b>CALL</b>	1-877-772-5772  Calls to this number are free.  Available 9:00 am to 3:30 pm, Monday through Friday  If you have a touch-tone telephone, recorded information and automated services are available 24 hours a day, including weekends and holidays.
<b>TTY</b>	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.
<b>WEBSITE</b>	<a href="http://www.rrb.gov">http://www.rrb.gov</a>

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## **SECTION 8      Do you have “group insurance” or other health insurance from an employer?**

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If you (or your spouse) get benefits from your (or your spouse’s) employer or retiree group, call the employer/union benefits administrator or Customer Service if you have any questions. You can ask about your (or your spouse’s) employer or retiree health benefits, premiums, or the enrollment period.

## **Chapter 3. Using the plan's coverage for your medical services**

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

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

For the details on what medical care is covered by our plan and how much you pay as your share of the cost 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*).

<b>Section 1.1      What are “network providers” and “covered services”?</b>
--

Here are some definitions that can help you understand how you get the care and services that are covered for you as a member of our plan:

- **“Providers”** are doctors and other health care professionals that the state licenses 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 any plan cost-sharing as payment in full. We have arranged for these providers to deliver covered services to members in our plan.
- **“Covered services”** include all the medical care, health care services, supplies, and equipment that are covered by our plan. Your covered services for medical care are listed in the benefits chart in Chapter 4.

<b>Section 1.2      Basic rules for getting your medical care that is covered by the plan</b>
---

RMHP will generally cover your medical care as long as:

- **The care you receive is included in the plan’s Medical Benefits Chart** (this chart is in Chapter 4 of this booklet).
- **The care you receive is considered medically necessary.** It needs to be accepted treatment for your medical condition.
- If you get Original Medicare services from an out-of-network provider then you must pay Original Medicare’s cost-sharing amounts, except if you need emergency or urgently needed services. Information on Original Medicare’s cost-sharing amounts call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.
- If you get covered supplemental benefits, such as a routine physical exam, from an out-of-network provider then you must pay the entire cost of the service.

- If an out-of-network provider sends you a bill that you think we should pay, please contact Customer Service. Generally, it is best to ask an out-of-network provider to bill Original Medicare first, and then to bill us for the remaining amount. We may require the out-of-network provider to bill Original Medicare. We will then pay any applicable Medicare coinsurance and deductibles minus your copayments on your behalf.
- **Note:** if we do not cover services furnished by an out-of-network provider, the services will be covered by Original Medicare if they are Medicare-covered services. In this case, you would be responsible for Original Medicare's cost-sharing amounts.
- **You have a primary care provider (a PCP) who is providing and overseeing your care.** As a member of our plan, you must choose a PCP (for more about this, see Section 2.1 in this chapter).
  - In most situations, your PCP can help you decide if you need to see other providers in the plan's network, such as specialists, hospitals, skilled nursing facilities, or home health care agencies. For more information about this, see Section 2.1 of this chapter.
  - Referrals from your PCP are not required for emergency care or urgently needed care or care from any network provider. You can get care from any network provider without having approval in advance from your PCP (for more information about this, see Section 2.2 of this chapter).

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

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<b>Section 2.1      You must choose a Primary Care Provider (PCP) to provide and arrange for your medical care</b>
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### **What is a "PCP" and what does the PCP do for you?**

When you become a Member of our Plan, you must choose a network provider to be your PCP. Your PCP is a health care professional who meets state requirements and is trained to give you basic medical care. As we explain below, you will get your routine or basic care from your PCP. Your PCP will also coordinate the rest of the covered services you get as a Member of our Plan. Your PCP will provide most of your care and will help you arrange or coordinate the rest of the covered services you get as a Member of Plan.

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

You should choose a Medical Doctor or a Doctor of Osteopathy as your PCP. Nurse Practitioners and certain clinics can act as a PCP in some Rural Health Areas when approved by our medical director. Your PCP should have a specialty in Internal Medicine, Family Medicine, or Obstetrics and Gynecology. A provider with any other specialty requires approval from our medical director before they can act as your PCP.

## How do you get care from your PCP?

You will usually see your PCP first for most of your routine health care needs. Your PCP will provide most of your care and will help arrange or coordinate the rest of the covered services you get as a Member of our Plan. This includes:

- your x-rays
- laboratory tests
- therapies
- care from doctors who are specialists
- hospital admissions, and
- follow-up care.

“Coordinating” your services includes checking or consulting with other contracting providers about your care and how it is going. In some cases, your PCP will need to get prior authorization (prior approval) from us for certain services if you do not want to pay Original Medicare deductibles and coinsurance amounts. Since your PCP will provide and coordinate your medical care, you should have all of your past medical records sent to your PCP’s office. Section 3 tells you how we will protect the privacy of your medical records and personal health information.

## How do you choose your PCP?

To receive covered services, you must select a PCP from our Provider Directory at the time of enrollment. If you do not select a PCP, you generally will have to pay more for services you receive. Before selecting a PCP, you should check with the PCP’s office to be sure that the PCP is accepting new Plan Members. You may select a PCP from any county in the service area. The name and office telephone number of your PCP is printed on your membership card. You can change your PCP, as explained later in this section. Call Customer Service at the telephone number listed in Section 1 for additional information or to select your PCP.

## Changing your PCP

You may change your PCP for any reason, at any time. To change your PCP, call Customer Service at the telephone number listed in Section 1. They will check to be sure the PCP you want to switch to is accepting new patients. Customer Service will change your membership record to show the name of your new PCP and tell you when the change to your new PCP will take effect. They will also send you a new membership card that shows the name and phone number of your new PCP.

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

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

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

### **Getting care from doctors, specialists, and hospitals**

You are encouraged to see your PCP for your routine health care services. In most cases, health care services obtained from your PCP have a lower copayment than health care services obtained from a specialist or other contracting provider. A specialist is a doctor who provides health care services for a specific disease or part of the body. Examples include oncologists (who care for patients with cancer), cardiologists (who care for patients with heart conditions), and orthopedists (who care for patients with certain bone, joint, or muscle conditions). If you need services from a specialist or contracting provider other than your PCP, you do NOT need a referral (approval in advance) from your PCP. For some covered services, your contracting specialist or other contracting provider must get approval in advance from the Plan before you obtain the services. This is called getting “prior authorization.”

If you do not want to pay Original Medicare deductibles and coinsurance amounts, it is very important to get a prior authorization before you see a non- contracting provider (except for urgent or emergency services). If you don't have a prior authorization before you receive services from a non- contracting provider (except for urgent or emergency services), you will have to pay the Original Medicare out-of-pocket amounts.

If you reside in one of the following Colorado counties, you are required to use certain providers for mental health care to be covered by the Plan. These providers are listed in the Provider Directory. For a copy of the Provider Directory, call Customer Service or visit our website at [www.rmhp.org](http://www.rmhp.org).

Adams, Alamosa, Arapahoe, Bent, Boulder, Broomfield, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Denver, Douglas, Elbert, El Paso, Fremont, Gilpin, Hinsdale, Huerfano, Jefferson, Kiowa, Kit Carson, Larimer, Las Animas, Lincoln, Logan, Mineral, Morgan, Otero, Park, Phillips, Prowers, Pueblo, Rio Grande, Saguache, Sedgwick, Teller, Washington, Weld, Yuma

Remember, you can get care from non-contracting providers without a referral. However, if you use non-contracting providers for care that is not emergency care or urgently needed care, you will have to pay Original Medicare out-of-pocket amounts for your care.

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

Sometimes a network provider you are using might leave the Plan, when this happens, you will have to switch to another provider who is part of our Plan. RMHP will mail a letter to both you and your PCP with information for your continued medical care within our Plan. Customer Service can assist you with urgent situations, questions, and finding a new provider. Please call Customer Service at 970-244-7912 or Toll Free at 888-282-1420.

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## **SECTION 3      How to get covered services when you have an emergency or urgent need for care**

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<b>Section 3.1      Getting care if you have a medical emergency</b>
--

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

When you have a “medical emergency,” you believe that your health is in serious danger. A medical emergency can include severe pain, a bad injury, a sudden illness, or a medical condition that is quickly getting much worse.

If you have a medical emergency:

- **Get help as quickly as possible.** Call 911 for help or go to the nearest emergency room, hospital, or urgent care center. Call for an ambulance if you need it. You do *not* need to get approval.
- **As soon as possible, make sure that our plan has been told about your emergency.** We need to follow up on your emergency care. You or someone else should call to tell us about your emergency care, usually within 48 hours. Call us at 888-282-1420 (800-704-6370 if you are using TTY equipment.)

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

You may get covered emergency medical care whenever you need it, anywhere in the United States. Additionally, RMHP's Green, Gold and Plus plans provide cover emergency care world-wide. For more information, see Chapter 4 of this booklet. Our plan covers ambulance services in situations where getting to the emergency room in any other way could endanger your health. For more information, see the medical benefits chart in Chapter 4 of this booklet.

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

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

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

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

However, after the doctor has said that it was *not* an emergency, we will generally cover additional care *only* if go to a network provider to get the additional care. If you get additional care from an **out-of-network** provider after the doctor says it was not an emergency, you will normally have to pay Original Medicare's cost-sharing.

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

#### **What is “urgently needed care”?**

“Urgently needed care” is a non-emergency situation when:

- You need medical care right away because of an illness, injury, or condition that you did not expect or anticipate, but your health is not in serious danger.
- Because of the situation, it isn't reasonable for you to obtain medical care from a network provider.

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

Whenever possible, you must use our network providers when you are in the plan's service area and you have an urgent need for care. (For more information about the plan's service area, see Chapter 1, Section 2.3 of this booklet.)

In most situations, if you are in the plan's service area, we will cover urgently needed care *only* if you get this care from a network provider and follow the other rules described earlier in this chapter. If the circumstances are unusual or extraordinary, and network providers are temporarily unavailable or inaccessible, our plan will cover urgently needed care that you get from a non-network provider.

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

Suppose that you are temporarily outside our plan's service area, but still in the United States. If you have an urgent need for care, you probably will not be able to find or get to one of the providers in our plan's network. In this situation (when you are outside the service area and cannot get care from a network provider), our plan will cover urgently needed care that you get from any provider.

Our plan does not cover urgently needed care or any other care if you receive the care outside of the United States.

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

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<b>Section 4.1      You can ask the plan to pay our share of the cost of your covered services</b>
--

Sometimes when you get medical care, you may need to pay the full cost right away. Other times, you may find that you have paid more than you expected under the coverage rules of the plan. In either case, you will want our plan to pay our share of the costs by reimbursing you for payments you have already made.

There may also be times when you get a bill from a provider for the full cost of medical care you have received. In many cases, you should send this bill to us so that we can pay our share of the costs for your covered medical services.

If you have paid more than your share for covered services, or if you have received a bill for the full cost of covered medical services, go to Chapter 5 (*Asking the plan to pay its share of a bill you have received for medical services*) for information about what to do.

<b>Section 4.2      If services are not covered by our plan or Original Medicare, you must pay the full cost</b>
--

RMHP covers all medical services that are medically necessary, are covered under Medicare, and are obtained consistent with plan rules. You are responsible for paying the full cost of services that aren't covered by Original Medicare or our plan, either because they are not plan covered services, or they were obtained out of network and where not authorized. You also have the right to seek care from any provider that is qualified to treat Medicare members. However, Original Medicare pays your claims and you must pay your cost sharing.

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

Chapter 7 (*What to do if you have a problem or complaint*) has more information about what to do if you want a coverage decision from us or want to appeal a decision we have already made. You may also call Customer Service at the number on the front cover of this booklet to get more information about how to do this.

For covered services that have a benefit limitation, you pay the full cost of any services you get after you have used up your benefit for that type of covered service, unless the plan offers, as a covered supplemental benefit, coverage beyond Original Medicare's limits.

If you are a member of our Green Plan, the costs you pay for services above the benefit limitation do not count toward the out-of-pocket maximum. You can call Customer Service when you want to know how much of your benefit limit you have already used.

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

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<b>Section 5.1      What is a “clinical research study”?</b>
--

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

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

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

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

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

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

1. We can let you know whether the clinical research study is Medicare-approved.
2. We can tell you what services you will get from clinical research study providers instead of from our plan.
3. We can keep track of the health care services that you receive as part of the study.

If you plan on participating in a clinical research study, contact Customer Service (see Chapter 2, Section 1 of this *Evidence of Coverage*).

<b>Section 5.2</b>	<b>When you participate in a clinical research study, who pays for what?</b>
--------------------	--

Once you join a Medicare-approved clinical research study, **Medicare will pay for the covered services you receive as part of the research study.** Medicare pays for routine costs of items and services. Examples of these items and services include the following:

- 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.

When you are part of a clinical research study, **Medicare will *not* pay for any of the following:**

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

You will have to pay the same coinsurance amounts charged under Original Medicare for the services you receive as a participant in the clinical research study. Because you are a member of our plan, you *do not* have to pay the deductibles for Original Medicare Part A or Part B.

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

To find out what your coinsurance would be if you joined a Medicare-approved clinical research study, please call us at Customer Service (phone numbers are on the cover of this booklet).

You can get more information about joining a clinical research study by reading the publication "Medicare and Clinical Research Studies" on the Medicare website (<http://www.medicare.gov>). You can also call 1-800-MEDICARE (1-800-633-4227) 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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

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<b>Section 6.1</b>	<b>What is a religious non-medical health care institution?</b>
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A religious non-medical health care institution is a facility that provides care for a condition that would ordinarily be treated in a hospital or skilled nursing facility care. If getting care in a hospital or a skilled nursing facility is against a member's religious beliefs, you must elect to have your coverage for care in a religious non-medical health care institution. You may choose to pursue medical care at any time for any reason. This benefit is provided only for Part A inpatient services (non-medical health care services). Medicare will only pay for non-medical health care services provided by religious non-medical health care institutions.

<b>Section 6.2</b>	<b>What care from a religious non-medical health care institution is covered by our plan?</b>
--------------------	---

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 your home, our plan will cover these services only if your condition would ordinarily meet the conditions for coverage of services given by home health agencies that are not religious non-medical health care institutions.
- If you get services from this institution that are provided to you in a facility, the following:
  - You must have a medical condition that would allow you to receive covered services for inpatient hospital care or skilled nursing facility care.
  - and
  - You must get approval in advance from our plan before you are admitted to the facility or your stay will not be covered.

Medicare Inpatient Hospital coverage limits apply to care from a religious non-medical health care institution (see the benefits chart in Chapter 4).

**Chapter 4. Medical benefits chart**  
**(what is covered and what you pay)**

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

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This chapter focuses on your covered services and what you pay for your medical benefits. It includes a Medical Benefits Chart that gives a list of your covered services and tells how much you will pay for each covered service as a member of our plan. Later in this chapter, you can find information about medical services that are not covered. It also tells about limitations on certain services.

<b>Section 1.1      What types of out-of-pocket costs do you pay for your covered services?</b>
---

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

- A **“copayment”** means that you pay a fixed amount each time you receive a medical service. You pay a copayment at the time you get the medical service.
- **“Coinsurance”** means that you pay a percent of the total cost of a medical service. You pay a coinsurance at the time you get the medical service.

Some people qualify for programs to help them pay their out-of-pocket costs for Medicare. If you are enrolled in these programs, you may still have to pay the Medicaid copayment, depending on the rules in your state.

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

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<b>Section 2.1      Your medical benefits and costs as a member of the plan</b>
---

The medical benefits chart on the following pages lists the services RMHP covers and what you pay for each service. The services listed in the Medical Benefits Chart are covered only when all coverage requirements are met:

- Your Medicare covered services must be provided according to the coverage guidelines established by Medicare.
- Except in the case of preventive services and screening tests, your services (including medical care, services, supplies, and equipment) *must* be medically necessary. Medically necessary means that the services are an accepted treatment for your medical condition.
- You receive your care from a network provider. In most cases, care you receive from a non-network provider will not be covered. Chapter 3 provides more information about requirements for using network providers and the situations when we will cover services from a non-network provider.

- Some of the services listed in the Medical Benefits Chart are covered *only* if your doctor or other network provider gets approval in advance (sometimes called “prior authorization”) from us. Covered services that need approval in advance are marked in the Medical Benefits Chart by an asterisk. In addition, the following services not listed in the Benefits Chart require prior authorization: Outpatient Virtual Colonoscopy and Lab-genetic testing.

Services that are covered for you	What you must pay when you get these services
<b>Inpatient Care</b>	
<p><b>Inpatient hospital care</b></p> <p>You are covered for 90-days each benefit period.</p> <p>A benefit period begins the day you go to a hospital or skilled nursing facility. The benefit period ends when you have not received hospital or skilled nursing care or 60 days in a row. If you go into the hospital after one benefit period has ended, a new benefit period begins.</p> <p>There is no limit to the number of benefit periods you can have.</p> <p>You are covered for an additional 60 Medicare covered lifetime reserve hospital days. Lifetime reserve days can only be used once.</p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Semi-private room (or a private room if medically necessary)</li> <li>• Meals including special diets</li> <li>• Regular nursing services</li> <li>• Costs of special care units (such as intensive or coronary care units)</li> <li>• Drugs and medications</li> </ul>	<p>You pay a \$550 copayment per admission for each Medicare-covered stay at a contracting hospital or non-contracting hospital when approved by our Plan.</p> <p>If you get authorized inpatient care at a non-network hospital after your emergency condition is stabilized, your cost is the cost-sharing you would pay at a network hospital.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Inpatient hospital care, continued</b></p> <ul style="list-style-type: none"> <li>• Lab tests</li> <li>• X-rays and other radiology services</li> <li>• Necessary surgical and medical supplies</li> <li>• Use of appliances, such as wheelchairs</li> <li>• Operating and recovery room costs</li> <li>• Physical, occupational, and speech language therapy</li> <li>• 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. If you are sent outside of your community for a transplant, we will arrange or pay for appropriate lodging and transportation costs for you and a companion.</li> <li>• Blood - including storage and administration. Coverage of whole blood and packed red cells begins only with the first pint of blood that you need. All other components of blood are also covered beginning with the first pint used.</li> <li>• Physician Services</li> </ul> <p><b>IMPORTANT FOR MEMBERS ELIGIBLE FOR MEDICARE PART B ONLY:</b>                      If you are eligible for Part B only, coverage for inpatient services is limited to payment of Part B services only. <b>Part A services are not covered.</b> You are responsible for these costs.</p>	

Services that are covered for you	What you must pay when you get these services
<p><b>Inpatient mental health care</b></p> <ul style="list-style-type: none"> <li>Covered services include mental health care services that require a hospital stay.</li> </ul> <p>You are covered for 90 days per benefit period.</p> <p>Inpatient care in a contracting and Medicare approved psychiatric hospital is covered for one hundred ninety (190) days per lifetime. The 190-day limit does not apply to mental health care provided in a psychiatric unit of a general hospital.</p> <p>A benefit period begins the day you go to a hospital or skilled nursing facility. The benefit period ends when you have not received hospital or skilled nursing care for 60 days in a row. If you go into the hospital after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods you can have.</p> <p><b>IMPORTANT:</b> If you reside in one of the following Colorado counties, you are required to use certain providers for mental health care to be covered by our Plan. These providers are listed in the Provider Directory. For a copy of the Provider Directory, visit our website at <a href="http://www.rmhp.org">www.rmhp.org</a> or call Customer Service.</p> <p>Adams, Alamosa, Arapahoe, Bent, Boulder, Broomfield, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Denver, Douglas, Elbert, El Paso, Fremont, Gilpin, Hinsdale, Huerfano, Jefferson, Kiowa, Kit Carson, Larimer, Las Animas, Lincoln, Logan, Mineral, Morgan, Otero, Park, Phillips, Prowers, Pueblo, Rio Grande, Saguache, Sedgwick, Teller, Washington, Weld and Yuma counties.</p> <p><b>IMPORTANT FOR MEMBERS ELIGIBLE FOR MEDICARE PART B ONLY:</b></p> <p>If you are eligible for Part B only, coverage for inpatient services is limited to payment of Part B services only. <b>Part A services are not covered.</b> You are responsible for these costs.</p>	<p>You pay a \$550 copayment per admission for each Medicare-covered stay at a contracting hospital or non- contracting hospital when approved by our Plan.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Skilled nursing facility (SNF) care</b></p> <p>(For a definition of “skilled nursing facility,” see Chapter 10 of this booklet. Skilled nursing facilities are sometimes called “SNFs.”)</p> <ul style="list-style-type: none"> <li>You are covered for Medicare-covered stays at Skilled Nursing Facilities after a required 3-day prior hospital stay.</li> <li>You are covered for 100 days each benefit period. A benefit period begins the day you go to a hospital or skilled nursing facility. The benefit period ends when you have not received hospital or skilled nursing care for 60 days in a row. If you go into the hospital after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods you can have.</li> </ul> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>Semiprivate room (or a private room if medically necessary)</li> <li>Meals, including special diets</li> <li>Regular nursing services</li> <li>Physical therapy, occupational therapy, and speech therapy</li> <li>Drugs administered to you as part of your plan of care (This includes substances that are naturally present in the body, such as blood clotting factors.)</li> <li>Blood - including storage and administration. Coverage of whole blood and packed red cells begins only with the first pint of blood that you need. All other components of blood are also covered beginning with the first pint used.</li> <li>Medical and surgical supplies ordinarily provided by SNFs</li> <li>Laboratory tests ordinarily provided by SNFs</li> <li>X-rays and other radiology services ordinarily provided by SNFs</li> <li>Use of appliances such as wheelchairs ordinarily provided by SNFs</li> <li>Physician services</li> </ul>	<p>You pay:</p> <ul style="list-style-type: none"> <li>\$0 copayment for days 1 – 14.</li> <li>\$95 copayment each day for days 15 – 100.</li> </ul>

Services that are covered for you	What you must pay when you get these services
<p><b>Skilled nursing facility (SNF) care, continued</b></p> <ul style="list-style-type: none"> <li>• A nursing home or continuing care retirement community where you were living right before you went to the hospital (as long as it provides skilled nursing facility care).</li> <li>• A SNF where your spouse is living at the time you leave the hospital.</li> </ul> <p><b>IMPORTANT FOR MEMBERS ELIGIBLE FOR MEDICARE PART B ONLY:</b>                      If you are eligible for Part B only, coverage for inpatient services is limited to payment of Part B services only. <b>Part A services are not covered.</b> You are responsible for these costs.</p>	
<p><b>Inpatient services covered when the hospital or SNF days aren't, or are no longer, covered</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Physician services</li> <li>• Tests (like X-ray or lab tests)</li> <li>• X-ray, radium, and isotope therapy including technician materials and services</li> <li>• Surgical dressings, splints, casts and other devices used to reduce fractures and dislocations</li> <li>• Prosthetics and orthotics devices (other than dental) that replace all or part of an internal body organ (including contiguous tissue), or all or part of the function of a permanently inoperative or malfunctioning internal body organ, including replacement or repairs of such devices</li> <li>• Leg, arm, back, and neck braces; trusses, and artificial legs, arms, and eyes including adjustments, repairs, and replacements required because of breakage, wear, loss, or a change in the patient's physical condition</li> <li>• Physical therapy, speech therapy, and occupational therapy</li> </ul>	<p>You pay the applicable copayment or coinsurance for the type of service you receive.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Home health agency care</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Part-time or intermittent skilled nursing and home health aide services (To be covered under the home health care benefit, your skilled nursing and home health aide services combined must total fewer than 8 hours per day and 35 hours per week)</li> <li>• Physical therapy, occupational therapy, and speech therapy</li> <li>• Medical social services</li> <li>• Medical equipment and supplies</li> </ul>	<p>There is no copayment for Medicare covered home health care.</p>
<p><b>Hospice care</b></p> <p>You may receive care from any Medicare-certified hospice program. Original Medicare (rather than our Plan) will pay the hospice provider for the services you receive. Your hospice doctor can be a network provider or an out-of-network provider. You will still be a plan member and will continue to get the rest of your care that is unrelated to your terminal condition through our Plan. Covered services include:</p> <ul style="list-style-type: none"> <li>• Drugs for symptom control and pain relief, short-term respite care, and other services not otherwise covered by Original Medicare</li> <li>• Home care</li> </ul> <p>Our plan covers hospice consultation services (one time only) for a terminally ill person who hasn't elected the hospice benefit.</p>	<p>When you enroll in a Medicare-certified hospice program, your hospice services are paid for by Original Medicare, not RMHP.</p> <p>There is no copayment for hospice consultation services (one time only) for a terminally ill person who hasn't elected the hospice benefit.</p>

Services that are covered for you	What you must pay when you get these services
<b>Outpatient Services</b>	
<p><b>Physician services, including doctor’s office visits</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Office visits, including medical and surgical care in a physician’s office or certified ambulatory surgical center</li> <li>• Consultation, diagnosis, and treatment by a specialist</li> <li>• Hearing and balance exams, if your doctor orders it to see if you need medical treatment.</li> <li>• Telehealth office visits including consultation, diagnosis and treatment by a specialist</li> <li>• Second opinion by another network provider prior to surgery</li> <li>• Outpatient hospital services*</li> <li>• 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)</li> </ul>	<p>You pay:</p> <ul style="list-style-type: none"> <li>• \$20 copayment for each office visit to your PCP.</li> <li>• \$40 copayment for each office visit to any other health care provider.</li> </ul>
<p><b>Chiropractic services</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Manual manipulation of the spine to correct subluxation</li> </ul>	<p>You pay 20% of the cost for each visit.</p> <p>You must use network providers</p>
<p><b>Podiatry services</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Treatment of injuries and diseases of the feet (such as hammer toe or heel spurs).</li> <li>• Routine foot care for members with certain medical conditions affecting the lower limbs</li> </ul>	<p>You pay \$40 copayment for each office visit.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>*Outpatient mental health care</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>Mental health services provided by a doctor, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, physician assistant, or other Medicare-qualified mental health care professional as allowed under applicable state laws.</li> </ul> <p><b>IMPORTANT:</b> If you reside in one of the following Colorado counties, you are required to use certain providers for mental health care to be covered by our Plan. These providers are listed in the Provider Directory. For a copy of the Provider Directory, visit our website at <a href="http://www.rmhp.org">www.rmhp.org</a> or call Customer Service.</p> <p>Adams, Alamosa, Arapahoe, Bent, Boulder, Broomfield, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Denver, Douglas, Elbert, El Paso, Fremont, Gilpin, Hinsdale, Huerfano, Jefferson, Kiowa, Kit Carson, Larimer, Las Animas, Lincoln, Logan, Mineral, Morgan, Otero, Park, Phillips, Prowers, Pueblo, Rio Grande, Saguache, Sedgwick, Teller, Washington, Weld and Yuma counties.</p>	<p>You pay:</p> <ul style="list-style-type: none"> <li>\$20 copayment for each office visit to your PCP.</li> <li>\$40 copayment for each office visit to any other health care provider.</li> </ul>
<p><b>Partial hospitalization services</b></p> <p>“Partial hospitalization” is a structured program of active treatment that is more intense than the care received in your doctor’s or therapist’s office and is an alternative to inpatient hospitalization.</p> <p><b>IMPORTANT:</b> If you reside in one of the following Colorado counties, you are required to use certain providers for mental health care to be covered by our Plan. These providers are listed in the Provider Directory. For a copy of the Provider Directory, visit our website at <a href="http://www.rmhp.org">www.rmhp.org</a> or call Customer Service.</p> <p>Adams, Alamosa, Arapahoe, Bent, Boulder, Broomfield, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Denver, Douglas, Elbert, El Paso, Fremont, Gilpin,</p>	<p>You pay a \$40 copayment per day</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Partial hospitalization services, continued</b></p> <p>Hinsdale, Huerfano, Jefferson, Kiowa, Kit Carson, Larimer, Las Animas, Lincoln, Logan, Mineral, Morgan, Otero, Park, Phillips, Prowers, Pueblo, Rio Grande, Saguache, Sedgwick, Teller, Washington, Weld and Yuma counties.</p>	
<p><b>*Outpatient substance abuse services</b></p> <p><b>IMPORTANT:</b> If you reside in one of the following Colorado counties, you are required to use certain providers for substance abuse services to be covered by our Plan. These providers are listed in the Provider Directory. For a copy of the Provider Directory, visit our website at <a href="http://www.rmhp.org">www.rmhp.org</a> or call Customer Service.</p> <p>Adams, Alamosa, Arapahoe, Bent, Boulder, Broomfield, Chaffee, Cheyenne, Clear Creek, Conejos, Costilla, Crowley, Custer, Denver, Douglas, Elbert, El Paso, Fremont, Gilpin, Hinsdale, Huerfano, Jefferson, Kiowa, Kit Carson, Larimer, Las Animas, Lincoln, Logan, Mineral, Morgan, Otero, Park, Phillips, Prowers, Pueblo, Rio Grande, Saguache, Sedgwick, Teller, Washington, Weld and Yuma counties.</p>	<p>You pay:</p> <ul style="list-style-type: none"> <li>• \$20 copayment for each office visit to your PCP.</li> <li>• \$40 copayment for each office visit to any other health care provider.</li> </ul>
<p><b>*Outpatient surgery, including services provided at ambulatory surgical centers</b></p>	<p>You pay a \$300 copayment for each visit to an outpatient hospital facility or ambulatory surgical center for outpatient surgery or invasive diagnostic services.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>*Ambulance services</b></p> <ul style="list-style-type: none"> <li>• Covered ambulance services include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care only if they are furnished to a member whose medical condition is such that other means of transportation are contraindicated (could endanger the person's health). The member's condition must require both the ambulance transportation itself and the level of service provided in order for the billed service to be considered medically necessary.</li> <li>• Non-emergency transportation by ambulance is appropriate if it is documented that the member's condition is such that other means of transportation are contraindicated (could endanger the person's health) and that transportation by ambulance is medically required.*</li> </ul>	<p>You pay a \$100 copayment for each trip in an ambulance.</p>
<p><b>Emergency care</b></p> <p>Not covered outside the U.S. except under limited circumstances. Contact Plan for details.</p>	<p>You pay a \$50 copayment for each visit to the emergency room. If you are admitted as an inpatient within 24 hours for the same condition, the emergency care copayment is waived.</p> <p>If you get inpatient care at a non-plan hospital after an emergency admission, your cost is the cost-sharing you would pay at a plan hospital. However, if you refuse reasonable, medically appropriate transfer to a plan-contracting inpatient facility, your cost-sharing might be higher.</p>

<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p><b>Urgently needed care</b></p> <p><b>Out-of-Network</b>                      Plan covers you when you travel in the U.S.</p>	<p>You pay a \$40 copayment for each urgent care visit.</p>
<p><b>Outpatient rehabilitation services</b></p> <p>Covered services include: physical therapy, occupational therapy, speech language therapy, cardiac rehabilitative therapy, and Comprehensive Outpatient Rehabilitation Facility (CORF) services.</p>	<ul style="list-style-type: none"> <li>• You pay a \$15 copayment per day for a physical, occupational or speech therapist.</li> <li>• You pay a \$15 copayment per day in a Comprehensive Outpatient Rehabilitation Facility (CORF) for outpatient rehabilitation services.</li> <li>• There is no copayment for cardiac rehabilitation or pulmonary therapy service.</li> </ul>
<p><b>*Durable medical equipment and related supplies</b></p> <p>(For a definition of “durable medical equipment,” see Chapter 10 of this booklet.)</p> <p>Covered items include, but are not limited to: wheelchairs, crutches, hospital bed, IV infusion pump, oxygen equipment, nebulizer, and walker.</p>	<p>You pay 20% of the cost for each item.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>*Prosthetic devices and related supplies</b></p> <p>Devices (other than dental) that replace a body part or function. These include, but are not limited to: colostomy bags and supplies directly related to colostomy care, pacemakers, braces, prosthetic shoes, artificial limbs, and breast prostheses (including a surgical brassiere after a mastectomy). Includes certain supplies related to prosthetic devices, and repair and/or replacement of prosthetic devices. Also includes some coverage following cataract removal or cataract surgery – see “Vision Care” later in this section for more detail.</p>	<p>You pay 20% of the cost for each item.</p>
<p><b>Diabetes self-monitoring, training, and supplies</b></p> <p>For all people who have diabetes (insulin and non-insulin users). Covered services include:</p> <ul style="list-style-type: none"> <li>• Blood glucose monitor, blood glucose test strips, lancet devices and lancets, and glucose-control solutions for checking the accuracy of test strips and monitors</li> <li>• 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) for people with diabetes who have severe diabetic foot disease. Coverage includes fitting.</li> <li>• Self-management training is covered under certain conditions</li> <li>• For persons at risk of diabetes: Fasting plasma glucose tests once per year.</li> </ul>	<p>You pay 20% of the cost for supplies including blood glucose monitors, test strips, lancet devices, and therapeutic shoes.</p> <p>There is no copayment for Diabetes self-monitoring training. There is no copayment for laboratory tests. An office visit copayment may apply.</p>
<p><b>Medical nutrition therapy</b></p> <p>For people with diabetes, renal (kidney) disease (but not on dialysis), and after a transplant when referred by your doctor.</p>	<p>There is no copayment for medical nutrition therapy.</p>

<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p><b>*Outpatient diagnostic tests and therapeutic services and supplies</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"><li>• X-rays</li><li>• Radiation therapy</li><li>• Surgical supplies, such as dressings</li><li>• Supplies, such as splints and casts</li><li>• Laboratory tests</li><li>• Blood. Coverage begins with the first pint of blood that you need. Coverage of storage and administration also begins with the first pint of blood that you need.</li><li>• Other outpatient diagnostic tests</li><li>• MRI/PET/CT scans *</li></ul>	<ul style="list-style-type: none"><li>• There is no copayment for x-ray services. An office visit copayment may apply.</li><li>• You pay 20% of the cost for each outpatient radiation therapy visit.</li><li>• You pay 20% of the cost for disposable medical supplies.</li><li>• There is no copayment for laboratory tests. An office visit copayment may apply.</li><li>• There is no copayment for blood in addition to the applicable inpatient or outpatient facility copayment.</li><li>• You pay a \$300 copayment for each visit for other outpatient diagnostic procedures and tests in an outpatient facility.</li><li>• You pay \$150 per visit for MRI and PET scans.</li><li>• You pay \$75 per visit for CT scans.</li></ul>

Services that are covered for you	What you must pay when you get these services
<p><b>Vision care</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Outpatient physician services for eye care.</li> <li>• For people who are at high risk of glaucoma, such as people with a family history of glaucoma, people with diabetes, and African-Americans who are age 50 and older: glaucoma screening once per year</li> </ul> <p>One pair of eyeglasses or contact lenses after each cataract surgery that includes insertion of an intraocular lens.                      Corrective lenses/frames (and replacements) needed after a cataract removal without a lens implant.</p>	<p>You pay:</p> <ul style="list-style-type: none"> <li>• \$20 copayment for each diagnostic visit for eye care to your PCP.</li> <li>• \$40 copayment for each diagnostic visit for eye care to a specialist or other health care provider.</li> </ul> <p>There is no copayment for Medicare-covered eye glasses/contact lenses</p>
<p><b>Preventive Care and Screening Tests</b></p>	
<p><b>Abdominal aortic aneurysm screening</b></p> <p>A one-time screening ultrasound for people at risk. The plan only covers this screening if you get a referral for it as a result of your “Welcome to Medicare” physical exam.</p>	<p>There is no copayment for each abdominal aortic aneurysm screening.</p> <p>An office visit copayment may apply.</p>
<p><b>Bone mass measurement</b></p> <p>For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 2 years or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician’s interpretation of the results.</p>	<p>There is no copayment for each bone mass measurement.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Colorectal screening</b></p> <ul style="list-style-type: none"> <li>• Flexible sigmoidoscopy (or screening barium enema as an alternative)</li> <li>• Fecal occult blood test</li> <li>• Screening colonoscopy</li> </ul> <p>You are covered for one annual Colorectal Screening Exam every year, regardless of age or risk factors</p>	<p>There is no copayment for colorectal cancer screenings or laboratory services.</p> <p>An office visit copayment may apply.</p>
<p><b>Immunizations</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Pneumonia vaccine</li> <li>• Flu shots, once a year in the fall or winter</li> <li>• Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B</li> <li>• Other vaccines if you are at risk</li> </ul> <p>NOTE: Vaccinations covered under Medicare Part D (e.g., Zostavax), including administration of the vaccine, are not covered under your RMHP medical benefit.*</p>	<p>There is no copayment for immunizations.</p> <p>An office visit copayment may apply.</p>
<p><b>Mammography screening</b></p> <p>You are covered for one annual screening Mammogram every year, regardless of age or risk factors.</p>	<p>There is no copayment for mammograms.</p> <p>An office visit copayment may apply.</p>
<p><b>Pap test, pelvic exams, and clinical breast exams</b></p> <p>You are covered for one annual screening pap smear, pelvic exam, clinical breast exam every year, regardless of age or risk factors.</p>	<p>There is no copayment for pap tests, pelvic exams, or clinical breast exams.</p> <p>An office visit copayment may apply.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Prostate cancer screening exams</b></p> <ul style="list-style-type: none"> <li>• Digital rectal exam</li> <li>• Prostate Specific Antigen (PSA) test</li> </ul> <p>You are covered for one annual Prostate Screening Exam every year, regardless of age or risk factors.</p>	<p>There is no copayment for prostate cancer screening exams or laboratory tests.</p> <p>An office visit copayment may apply.</p>
<p><b>Cardiovascular disease testing</b></p> <p>Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease). You are covered for one cardiovascular disease blood test every calendar year.</p>	<p>There is no copayment for laboratory tests.</p> <p>An office visit copayment may apply.</p>
<p><b>Physical exams</b></p> <p>For all Members, the following are covered:</p> <ul style="list-style-type: none"> <li>• One Physical Exam every calendar year. This exam includes the following services:                             <ul style="list-style-type: none"> <li>– Bone Mass Measurement tests for Members at risk;</li> <li>– Cardiovascular Screening;</li> <li>– Colorectal Screening Exams;</li> <li>– Diabetes screening for Members at risk;</li> <li>– For women: Mammogram, Pap Smears, Pelvic Exam;</li> <li>– For men: Prostate Cancer Screening Exam.</li> </ul> </li> </ul> <p>For services done independent of the Physical Exam, a separate doctor’s office visit copayment may apply. See individual services under “Preventive Care and Screening Tests” above for details.</p>	<p>There is no copayment for each physical exam.</p>

Services that are covered for you	What you must pay when you get these services
<b>Other Services</b>	
<p><b>Dialysis (kidney)</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Outpatient dialysis treatments</li> <li>• Inpatient dialysis treatments (if you are admitted to a hospital for special care)</li> <li>• Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments)</li> <li>• Home dialysis equipment and supplies</li> <li>• 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)</li> </ul>	<p>There is no copayment for outpatient dialysis treatment.</p> <p>You pay a \$550 copayment per admission for each Medicare- covered stay at a plan hospital or non-plan hospital when approved by our Plan.</p> <p>You pay:</p> <ul style="list-style-type: none"> <li>• \$20 copayment for each office visit to your PCP for self-dialysis training.</li> <li>• \$40 copayment for each office visit to any other health care provider for self-dialysis training.</li> <li>• You pay 20% of the cost for home dialysis equipment and supplies.</li> </ul>
<p><b>Medicare Part B prescription drugs</b></p> <p>These drugs are covered under Part B of Original Medicare. Members of our plan receive coverage for these drugs through our plan. Covered drugs include:</p> <ul style="list-style-type: none"> <li>• Drugs that usually aren't self-administered by the patient and are injected while you are getting physician services</li> <li>• Drugs you take using durable medical equipment (such as nebulizers) that was authorized by the plan</li> <li>• Clotting factors you give yourself by injection if you have hemophilia</li> </ul>	<p>For drugs covered under Original Medicare:</p> <p>You pay 20% of the cost of Prescription Drugs covered under Part B of Original Medicare.</p> <p>There is no benefit limit on the drugs covered under Original Medicare.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Medicare Part B prescription drugs, continued</b></p> <ul style="list-style-type: none"> <li>• Immunosuppressive Drugs, if you were enrolled in Medicare Part A at the time of the organ transplant</li> <li>• Injectable osteoporosis drugs, if you are homebound, have a bone fracture that a doctor certifies was related to post-menopausal osteoporosis, and cannot self-administer the drug</li> <li>• Antigens</li> <li>• Certain oral anti-cancer drugs and anti-nausea drugs</li> <li>• Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics, and erythropoiesis-stimulating agents (such as Epogen®, Procrit®, Epoetin Alfa, Aranesp®, or Darbepoetin Alfa)</li> <li>• Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases</li> </ul>	
<p><b>Additional Benefits</b></p>	
<p><b>Dental services</b>                  Services by a dentist or oral surgeon are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatments of neoplastic disease, or services that would be covered when provided by a doctor.</p>	<p>You pay the applicable copayment or coinsurance for the type of service you receive.</p>
<p><b>Hearing care - routine</b></p>	<p>You pay a \$20 copayment for annual routine hearing exam.</p>
<p><b>Health and wellness education program</b></p> <ul style="list-style-type: none"> <li>• Newsletter</li> <li>• Disease Management</li> </ul>	<p>There is no copayment for health and wellness programs.</p>

**Section 2.2 Extra “optional supplemental” benefit you can buy**

Our plan offers some extra benefits that are not covered by Original Medicare and not included in your benefits package as a plan member. These extra benefits are called “**Optional Supplemental Benefits.**” If you want these optional supplemental benefits, you must sign up for them, and you may have to pay an additional premium for them. The optional supplemental benefits included in this section are subject to the same appeals process as any other benefits.

You may enroll in the optional dental plan at the same time you enroll in an RMHP medical plan. The optional dental plan premium is \$15.50 per month. When you enroll in the optional dental plan, you enroll for the entire year. The effective date is generally the same as the effective date of your RMHP medical plan. However, if you fail to pay the dental plan premium, RMHP will follow our involuntary disenrollment procedures and disenroll you from the dental plan.

**Optional Supplement Benefits:**

<b>Dental Services</b>	<b>What you must pay in addition to your premium for these covered services</b>
<p><b>Delta Dental Plan</b></p> <ul style="list-style-type: none"> <li>Maximum benefit level for preventive and basic services: \$1,500 per calendar year.</li> </ul> <p>To enroll in the Delta Dental plan, call Customer Service for an application. See the Optional Delta Dental Benefits book for detail</p>	
<p><b>Preventive Services</b></p> <ul style="list-style-type: none"> <li>Oral exams, prophylaxis (2 cleanings + 2 periodontal cleanings per year).</li> <li>Fluoride treatment (approved for adults with specific conditions).</li> </ul>	<p>You pay 30% of the cost for preventive services.</p>

<b>Dental Services</b>	<b>What you must pay in addition to your premium for these covered services</b>
<p><b>Basic and Major Services</b></p> <ul style="list-style-type: none"> <li>• X-rays, simple extractions, palliative treatment, fillings.</li> <li>• Endodontal and periodontal services</li> </ul>	<p>After paying the annual \$50 deductible:</p> <ul style="list-style-type: none"> <li>• You pay 50% of the cost for x-rays, simple extractions, palliative treatment, fillings.</li> <li>• You pay 70% of the cost for endodontal and periodontal service</li> </ul>

**Section 2.3 Getting care using our plan’s traveler benefit**

You may get care when you are outside the service area. You may need to pay higher cost sharing for routine care from non-network providers, but you won’t pay extra in a medical emergency or if your care is urgently needed.

You can be out of the RMHP service area for up to six months per calendar year and remain eligible for benefits. Services when you are in a continuous course of treatment are covered when pre-approved by RMHP. We may not pay for other services you receive outside of our network, but Medicare will pay for its share of charges it approves. You will be responsible for Medicare Part B deductible and coinsurance.

If you have questions about your medical costs when you travel, please call Customer Service.

**SECTION 3 What types of benefits are not covered by the plan?**

**Section 3.1 Types of benefits we do *not* cover (exclusions)**

This section tells you what kinds of benefits are “excluded.” Excluded means that the plan doesn’t cover these benefits.

The list below describes some services and items that aren’t covered under any conditions and some that are excluded only under specific conditions.

If you get benefits that are excluded, you must pay for them yourself. We won't pay for the medical benefits listed in this section (or elsewhere in this booklet), and neither will Original Medicare. The only exception: If a benefit on the exclusion list is found upon appeal to be a medical benefit 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 7, Section 5.3 in this booklet.)

In addition to any exclusions or limitations described in the Benefits Chart, or anywhere else in this *Evidence of Coverage*, **the following items and services aren't covered under Original Medicare or by our plan:**

- Services considered not reasonable and necessary, according to the standards of Original Medicare, unless these services are listed by our plan as a covered services.
- Experimental medical and surgical procedures, equipment and medications, unless covered by Original Medicare. However, certain services may be covered under a Medicare-approved clinical research study. See Chapter 3, Section 5 for more information on clinical research studies.
- Surgical treatment for morbid obesity, except when it is considered medically necessary and covered under Original Medicare.
- Private room in a hospital, except when it is considered medically necessary.
- Private duty nurses.
- Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television.
- Full-time nursing care in your home.
- Custodial care, unless it is provided with covered skilled nursing care and/or skilled rehabilitation services. Custodial care, or non-skilled care, is care that helps you with activities of daily living, such as bathing or dressing.
- Homemaker services include basic household assistance, including light housekeeping or light meal preparation.
- Fees charged by your immediate relatives or members of your household.
- Meals delivered to your home.
- Elective or voluntary enhancement procedures or services (including weight loss, hair growth, sexual performance, athletic performance, cosmetic purposes, anti-aging and mental performance), except when medically necessary.
- Cosmetic surgery or procedures because of an accidental injury or to improve a malformed part of the body. However, all stages of reconstruction are covered for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance.
- Routine dental care, such as cleanings, filings or dentures. However, non-routine dental care received at a hospital may be covered. Note, an optional supplemental benefit for routine dental care is available for an additional premium.

- Chiropractic care, other than manual manipulation of the spine consistent with Medicare coverage guidelines.
- Routine foot care, except for the limited coverage provided according to Medicare guidelines.
- Orthopedic shoes unless the shoes are part of a leg brace and are included in the cost of the brace or the shoes are for a person with diabetic foot disease.
- Supportive devices for the feet, except for orthopedic or therapeutic shoes for people with diabetic foot disease.
- Hearing aids.
- Eyeglasses, routine eye examinations, radial keratotomy, LASIK surgery, vision therapy and other low vision aids. However, eyeglasses are covered for people after cataract surgery.
- Outpatient prescription drugs including drugs for treatment of sexual dysfunction, including erectile dysfunction, impotence, and anorgasmia or hypogasmia.
- Reversal of sterilization procedures, sex change operations, and non-prescription contraceptive supplies.
- Acupuncture.
- Naturopath services (uses natural or alternative treatments).
- Services provided to veterans in Veterans Affairs (VA) facilities. However, when emergency services are received at VA hospital and the VA cost-sharing is more than the cost-sharing under our plan. We will reimburse veterans for the difference. Members are still responsible for our cost-sharing amounts.
- Any services listed above that aren't covered will remain not covered even if received at an emergency facility.

## **Chapter 5. Asking the plan to pay its share of a bill you have received for covered services**

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## **SECTION 1 Situations in which you should ask our plan to pay our share of the cost of your covered services**

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<b>Section 1.1</b>	<b>If you pay our plan's share of the cost of your covered services, or if you receive a bill, you can ask us for payment</b>
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Sometimes when you get medical care, you may need to pay the full cost right away. Other times, you may find that you have paid more than you expected under the coverage rules of the plan. In either case, you can ask our plan to pay you back (paying you back is often called “reimbursing” you). It is your right to be paid back by our plan whenever you’ve paid more than your share of the cost for medical services that are covered by our plan.

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

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

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

You can receive emergency services from any provider, whether or not the provider is a part of our network. When you receive emergency or urgently needed care from a provider who is not part of our network, you are only responsible for paying your share of the cost, not for the entire cost. You should ask the provider to bill the plan for our share of the cost.

- If you pay the entire amount yourself at the time you receive the care, you need to ask us to pay you back for our share of the cost. Send us the bill, along with documentation of any payments you have made.
- At times you may get a bill from the provider asking for payment that you think you do not owe. Send us this bill, along with documentation of any payments you have already made.
  - If the provider is owed anything, we will pay the provider directly.
  - If you have already paid more than your share of the cost of the service, we will determine how much you owed and pay you back for our share of the cost.

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

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

- 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.

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 7 of this booklet (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*) has information about how to make an appeal.

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

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<b>Section 2.1      How and where to send us your request for payment</b>
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Send us your request for payment, along with your bill and documentation of any payment you have made. It's a good idea to make a copy of your bill and receipts for your records.

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

- You don't have to use the form, but it's helpful for our plan to process the information faster.
- Either download a copy of the form from our website ([www.rmhp.org](http://www.rmhp.org)) or call Customer Service and ask for the form. The phone numbers for Customer Service are on the cover of this booklet.

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

Rocky Mountain Health Plans  
Customer Service  
Post Office Box 10600  
Grand Junction, CO 81502-5600

Please be sure to contact Customer Service if you have any questions. If you don't know what you owe, or you receive bills and you don't know what to do about those bills, we can help. You can also call if you want to give us more information about a request for payment you have already sent to us.

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

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**Section 3.1 We check to see whether we should cover the service 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 decide whether to pay it and how much we owe.

- If we decide that the medical care is covered and you followed all the rules for getting the care, we will pay for our share of the cost. If you have already paid for the service, we will mail your reimbursement of our share of the cost to you. If you have not paid for the service yet, we will mail the payment directly to the provider. (Chapter 3 explains the rules you need to follow for getting your medical services.)
- If we decide that the medical care is *not* covered, or you did *not* follow all the rules, we will not pay for our share of the cost. Instead, we will send you a letter that explains the reasons why we are not sending the payment you have requested and your rights to appeal that decision.

**Section 3.2 If we tell you that we will not pay for the medical care, you can make an appeal**

If you think we have made a mistake in turning you down your request for payment, you can make an appeal. If you make an appeal, it means you are asking us to change the decision we made when we turned down your request for payment.

For the details on how to make this appeal, go to Chapter 7 of this booklet (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*). The appeals process is a detailed legal process with complicated procedures and important deadlines. If making an appeal is new to you, you will find it helpful to start by reading Section 4 of Chapter 7. Section 4 is an introductory section that explains the process for coverage decisions and appeals and gives definitions of terms such as “appeal.” Then after you have read Section 4, you can go to the section in Chapter 7 that tells what to do for your situation:

- If you want to make an appeal about getting paid back for a medical service, go to Section 5.1 in Chapter 7.

## **Chapter 6. Your rights and responsibilities**

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

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<b>Section 1.1</b>	<b>We must provide information in a way that works for you (in languages other than English that are spoken in the plan service area, in Braille, in large print, or other alternate formats, etc.)</b>
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To get information from us in a way that works for you, please call Customer Service (phone numbers are on the front cover).

Our plan has people and translation services available to answer questions from non-English speaking members. We can also give you information in Braille, in large print, or other alternate formats if you need it. If you are eligible for Medicare because of disability, we are required to give you information about the plan's benefits that is accessible and appropriate for you.

If you have any trouble getting information from our plan because of problems related to language or disability, please call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week, and tell them that you want to file a complaint. TTY users call 1-877-486-2048.

<b>Section 1.2</b>	<b>We must treat you with fairness and respect at all times</b>
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Our plan must obey laws that protect you from discrimination or unfair treatment. **We do not discriminate** based on a person's race, disability, religion, sex, health, ethnicity, creed (beliefs), age, or national origin.

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** 1-800-368-1019 (TTY 1-800-537-7697) or your local Office for Civil Rights.

If you have a disability and need help with access to care, please call us at Customer Service (phone numbers are on the cover of this booklet). If you have a complaint, such as a problem with wheelchair access, Customer Service can help.

<b>Section 1.3</b>	<b>We must ensure that you get timely access to your covered services</b>
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As a member of our plan, you have the right to choose a provider in the plan's network to provide and arrange for your covered services (Chapter 3 explains more about this). Call Customer Service to learn which doctors are accepting new patients (phone numbers are on the cover of this booklet). You have the right to go to a any network provider, including specialists (such as a gynecologist) without a referral.

As a plan member, you have the right to get appointments and covered services from the plan's network of providers *within a reasonable amount of time*. This includes the right to get timely services from specialists when you need that care.

If you think that you are not getting your medical care within a reasonable amount of time, Chapter 7 of this booklet tells what you can do.

<b>Section 1.4</b>	<b>We must protect the privacy of your personal health information</b>
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Federal and state laws protect the privacy of your medical records and personal health information. We protect your personal health information as required by these laws.

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

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

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

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

You have the right to look at your medical records held at the plan, and to get a copy of your records. You also have the right to ask us to make additions or corrections to your medical records. If you ask us to do this, we will consider your request and decide whether the changes should be made.

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

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

<b>Section 1.5</b>	<b>We must give you information about the plan, its network of providers, and your covered services</b>
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As a member of our plan, you have the right to get several kinds of information from us. (As explained above in Section 1.1, you have the right to get information from us in a way that works for you. This includes getting the information in languages other than English and in large print or other alternate formats.)

If you want any of the following kinds of information, please call Customer Service (phone numbers are on the cover of this booklet):

- **Information about our plan.** This includes, for example, information about the plan's financial condition. It also includes information about the number of appeals made by members and the plan's performance ratings, including how it has been rated by plan members and how it compares to other Medicare Advantage health plans.
- **Information about our network providers.**
  - For example, you have the right to get information from us about the qualifications of the providers in our network and how we pay the providers in our network.
  - For a list of the providers in the plan's network, see the *Provider Directory*.
  - For more detailed information about our providers, you can call Customer Service (phone numbers are on the cover of this booklet) or visit our website at [www.rmhp.org](http://www.rmhp.org).
- **Information about your coverage and rules you must follow in using your coverage.**
  - In Chapters 3 and 4 of this booklet, we explain what medical services are covered for you, any restrictions to your coverage, and what rules you must follow to get your covered medical services.
  - If you have questions about the rules or restrictions, please call Customer Service (phone numbers are on the cover of this booklet).
- **Information about why something is not covered and what you can do about it.**
  - If a medical service is not covered for you, or if your coverage is restricted in some way, you can ask us for a written explanation. You have the right to this explanation even if you received the medical service from an out-of-network provider.

- If you are not happy or if you disagree with a decision we make about what medical care is covered for you, you have the right to ask us to change the decision. For details on what to do if something is not covered for you in the way you think it should be covered, see Chapter 7 of this booklet. It gives you the details about how to ask the plan for a decision about your coverage and how to make an appeal if you want us to change our decision. (Chapter 7 also tells about how to make a complaint about quality of care, waiting times, and other concerns.)
- If you want to ask our plan to pay our share of a bill you have received for medical care, see Chapter 5 of this booklet.

<b>Section 1.6</b>	<b>We must support your right to make decisions about your care</b>
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### **You have the right to know your treatment options and participate in decisions about your health care**

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

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

- **To know about all of your choices.** This means that you have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by our plan.
- **To know about the risks.** You have the right to be told about any risks involved in your care. You must be told in advance if any proposed medical care or treatment is part of a research experiment. You always have the choice to refuse any experimental treatments.
- **The right to say “no.”** You have the right to refuse any recommended treatment. This includes the right to leave a hospital or other medical facility, even if your doctor advises you not to leave. You also have the right to stop taking your medication. Of course, if you refuse treatment or stop taking medication, you accept full responsibility for what happens to your body as a result.
- **To receive an explanation if you are denied coverage for care.** You have the right to receive an explanation from us if a provider has denied care that you believe you should receive. To receive this explanation, you will need to ask us for a coverage decision. Chapter 7 of this booklet tells how to ask the plan for a coverage decision.

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

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

- Fill out a written form to give **someone the legal authority to make medical decisions for you** if you ever become unable to make decisions for yourself.
- **Give your doctors written instructions** about how you want them to handle your medical care if you become unable to make decisions for yourself.

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

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

- **Get the form.** If you want to have an advance directive, you can get a form from your lawyer, from a social worker, or from some office supply stores. You can sometimes get advance directive forms from organizations that give people information about Medicare. You can also contact Customer Service to ask for the forms (phone numbers are on the cover of this booklet).
- **Fill it out and sign it.** Regardless of where you get this form, keep in mind that it is a legal document. You should consider having a lawyer help you prepare it.
- **Give copies to appropriate people.** You should give a copy of the form to your doctor and to the person you name on the form as the one to make decisions for you if you can’t. You may want to give copies to close friends or family members as well. Be sure to keep a copy at home.

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

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

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

### **What if your instructions are not followed?**

If you have signed an advance directive, and you believe that a doctor or hospital hasn’t followed the instructions in it, you may file a complaint with the Colorado Department of Public Health and Environment- Health Facilities.

**Section 1.7      You have the right to make complaints and to ask us to reconsider decisions we have made**

If you have any problems or concerns about your covered services or care, Chapter 7 of this booklet tells what you can do. It gives the details about how to deal with all types of problems and complaints.

As explained in Chapter 7, what you need to do to follow up on a problem or concern depends on the situation. You might need to ask our plan to make a coverage decision for you, make an appeal to us to change a coverage decision, or make a complaint. Whatever you do – ask for a coverage decision, make an appeal, or make a complaint – **we are required to treat you fairly.**

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

**Section 1.8      What can you do if you think 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 think you have been treated unfairly or your rights have not been respected due to your race, disability, religion, sex, health, ethnicity, creed (beliefs), age, or national origin, you should call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 or TTY 1-800-537-7697, or call your local Office for Civil Rights.

**Is it about something else?**

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

- You can **call Customer Service** (phone numbers are on the cover of this booklet).
- You can **call the State Health Insurance Assistance Program**. For details about this organization and how to contact it, turn to Chapter 2 of this booklet and look for Section 3.

**Section 1.9      How to get more information about your rights**

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

- You can **call Customer Service** (phone numbers are on the cover of this booklet).
- You can **call the State Health Insurance Assistance Program**. For details about this organization and how to contact it, go to Chapter 2, Section 3.
- You can contact **Medicare**.

- You can visit the Medicare website (<http://www.medicare.gov>) to read or download the publication “Your Medicare Rights & Protections.”
- Or, you can call 1-800-MEDICARE (1-800-633-4227) 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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

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<b>Section 2.1      What are your responsibilities?</b>
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Things you need to do as a member of the plan are listed below. If you have any questions, please call Customer Service (phone numbers are on the cover of this booklet). We’re here to help.

- **Get familiar with your covered services and the rules you must follow to get these covered services.** *Use this Evidence of Coverage booklet to learn what is covered for you and the rules you need to follow to get your covered services.*
  - Chapters 3 and 4 give the details about your medical services, including what is covered, what is not covered, rules to follow, and what you pay.
- **If you have any other health insurance coverage besides our plan, you are required to tell us.** *Please call Customer Service to let us know.*
  - We are required to follow rules set by Medicare to make sure that you are using all of your coverage in combination when you get your covered services from our plan. This is called “**coordination of benefits**” because it involves coordinating the health benefits you get from our plan with any other health benefits available to you. We’ll help you with it.
- **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.*
  - Notifying out-of-network providers when seeking care (unless it is an emergency) that although you are enrolled in our plan, the provider should bill Original Medicare. You should present your membership card and your Medicare card.
- **Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.**
  - To help your doctors and other health providers give you the best care, learn as much as you are able to about your health problems and give them the information they need about you and your health. Follow the treatment plans and instructions that you and your doctors agree upon.
  - If you have any questions, be sure to ask. Your doctors and other health care providers are supposed to explain things in a way you can understand. If you ask a question and you don’t understand the answer you are given, ask again.

- **Be considerate.** *We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor's office, hospitals, and other offices.*
- **Pay what you owe.** *As a plan member, you are responsible for these payments:*
  - You must pay your plan premiums to continue being a member of our plan.
  - For some of your medical services covered by the plan, you must pay your share of the cost when you get the service. This will be a copayment (a fixed amount) or coinsurance (a percentage of the total cost). Chapter 4 tells what you must pay for your medical services.
  - If you get any medical services that are not covered by our plan or by other insurance you may have, you must pay the full cost.
- **Tell us if you move.** *If you are going to move, it's important to tell us right away. Call Customer Service (phone numbers are on the cover of this booklet).*
  - **If you move *outside* of our plan service area, you cannot remain a member of our plan.** (Chapter 1 tells about our service area.) We can help you figure out whether you are moving outside our service area. If you are leaving our service area, we can let you know if we have a plan in your new area.
  - **If you move *within* our service area, we still need to know** so we can keep your membership record up to date and know how to contact you.
- **Call Customer Service for help if you have questions or concerns.** *We also welcome any suggestions you may have for improving our plan.*
  - Phone numbers and calling hours for Customer Service are on the cover of this booklet.
  - For more information on how to reach us, including our mailing address, please see Chapter 2.

## **Chapter 7. What to do if you have a problem or complaint (coverage decisions, appeals, complaints)**

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## BACKGROUND

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### SECTION 1 Introduction

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<b>Section 1.1</b>	<b>What to do if you have a problem or concern</b>
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#### **Please call us first**

Your health and satisfaction are important to us. When you have a problem or concern, we hope you'll try an informal approach first: Please call Customer Service (phone numbers are on the cover of this booklet). We will work with you to try to find a satisfactory solution to your problem.

You have rights as a member of our plan and as someone who is getting Medicare. We pledge to honor your rights, to take your problems and concerns seriously, and to treat you with respect.

#### **Two formal processes for dealing with problems**

Sometimes you might need a formal process for dealing with a problem you are having as a member of our plan.

This chapter explains two types of formal processes for handling problems:

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

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

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

<b>Section 1.2</b>	<b>What about the legal terms?</b>
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There are technical legal terms for some of the rules, procedures, and types of deadlines explained in this chapter. Many of these terms are unfamiliar to most people and can be hard to understand.

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

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

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

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<b>Section 2.1      Where to get more information and personalized assistance</b>
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Sometimes it can be confusing to start or follow through the process for dealing with a problem. This can be especially true if you do not feel well or have limited energy. Other times, you may not have the knowledge you need to take the next step. Perhaps both are true for you.

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

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

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

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

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

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

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

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

If you have a problem or concern and you want to do something about it, you don't need to read this whole chapter. You just need to find and read the parts of this chapter that apply to your situation. The guide that follows will help.

To figure out which part of this chapter tells what to do for your problem or concern, **START HERE**

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

(This includes problems about whether particular medical care is covered or not, the way in which it's covered, and problems related to payment for medical care.)

**Yes**

**No**

Go on to the next section of this chapter. **Section 4: "A guide to the basics of coverage decisions and making appeals."**

Skip ahead to **Section 9** 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

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### SECTION 4      **A guide to the basics of coverage decisions and appeals**

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<b>Section 4.1</b>	<b>Asking for coverage decisions and making appeals: the big picture</b>
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The process for coverage decisions and making appeals deals with problems related to your benefits and coverage for medical services, including problems related to payment. This is the process you use for issues such as whether something is covered or not and the way in which something is covered.

#### **Asking for coverage decisions**

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services. We make a coverage decision for you whenever you go to a doctor for medical care. You can also contact the plan and ask for a coverage decision. For example, if you want to know if we will cover a medical service before you receive it, you can ask us to make a coverage decision for you.

We are making a coverage decision for you whenever we decide what is covered for you and how much we pay:

- Usually, there is no problem. We decide the service is covered and pay our share of the cost.
- But in some cases we might decide the service 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 coverage decision and you are not satisfied with this decision, you can “appeal” the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made.

When you make an appeal we review the coverage decision we have made to check to see if we were being fair and following all of the rules properly. When we have completed the review we give you our decision.

If we say no to all or part of your Level 1 Appeal, you can go on to a Level 2 Appeal. The Level 2 Appeal is conducted by an independent organization that is not connected to our plan. If you are not satisfied with the decision at the Level 2 Appeal, you may be able to continue through several more levels of appeal.

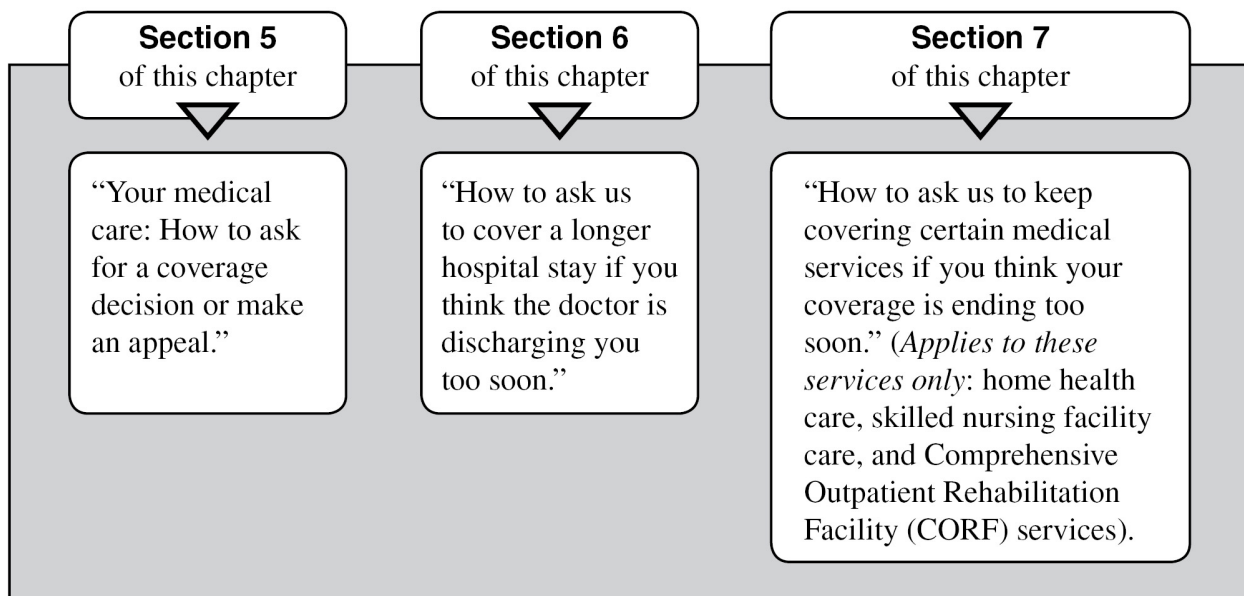
<b>Section 4.2</b>	<b>How to get help when you are asking for a coverage decision or making an appeal</b>
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Would you like some help? Here are resources you may wish to use if you decide to ask for any kind of coverage decision or appeal a decision:

- You **can call us at Customer Service** (phone numbers are on the cover).
- To **get free help from an independent organization** that is not connected with our plan, contact your State Health Insurance Assistance Program (see Section 2 of this chapter).
- **You should consider getting your doctor or other provider involved if possible, especially if you want a “fast” or “expedited” decision.** In most situations involving a coverage decision or appeal, your doctor or other provider must explain the medical reasons that support your request. Your doctor or other prescriber can't request every appeal. He/she can request a coverage decision and a Level 1 Appeal with the plan. To request any appeal after Level 1, your doctor or other prescriber must be appointed as your “representative” (see below about “representatives”).
- **You can ask someone to act on your behalf.** If you want to, you can name another person to act for you as your “representative” to ask for a coverage decision or make an appeal.
  - There may be someone who is already legally authorized to act as your representative under State law.
  - If you want a friend, relative, your doctor or other provider, or other person to be your representative, call Customer Service and ask for the form to give that person permission to act on your behalf. The form must be signed by you and by the person who you would like to act on your behalf. You must give our plan a copy of the signed form.
- **You also have the right to hire a lawyer to act for you.** You may contact your own lawyer, or get the name of a lawyer from your local bar association or other referral service. There are also groups that will give you free legal services if you qualify. However, **you are not required to hire a lawyer** to ask for any kind of coverage decision or appeal a decision.

<b>Section 4.3</b>	<b>Which section of this chapter gives the details for <u>your</u> situation?</b>
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There are three different types of situations that involve coverage decisions and appeals. Since each situation has different rules and deadlines, we give the details for each one in a separate section:



If you're still not sure which section you should be using, please call Customer Service (phone numbers are on the front cover). You can also get help or information from government organizations such as your State Health Insurance Assistance Program (Chapter 2, Section 3, of this booklet has the phone numbers for this program).

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## **SECTION 5      Your medical care: How to ask for a coverage decision or make an appeal**

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Have you read Section 4 of this chapter (*A guide to “the basics” of coverage decisions and appeals*)? If not, you may want to read it before you start this section.

<b>Section 5.1</b>	<b>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</b>
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This section is about your benefits for medical care and services. These are the benefits described in Chapter 4 of this booklet: *Medical benefits chart (what is covered and what you pay)*. To keep things simple, we generally refer to “medical care coverage” or “medical care” in the rest of this section, instead of repeating “medical care or treatment or services” every time.

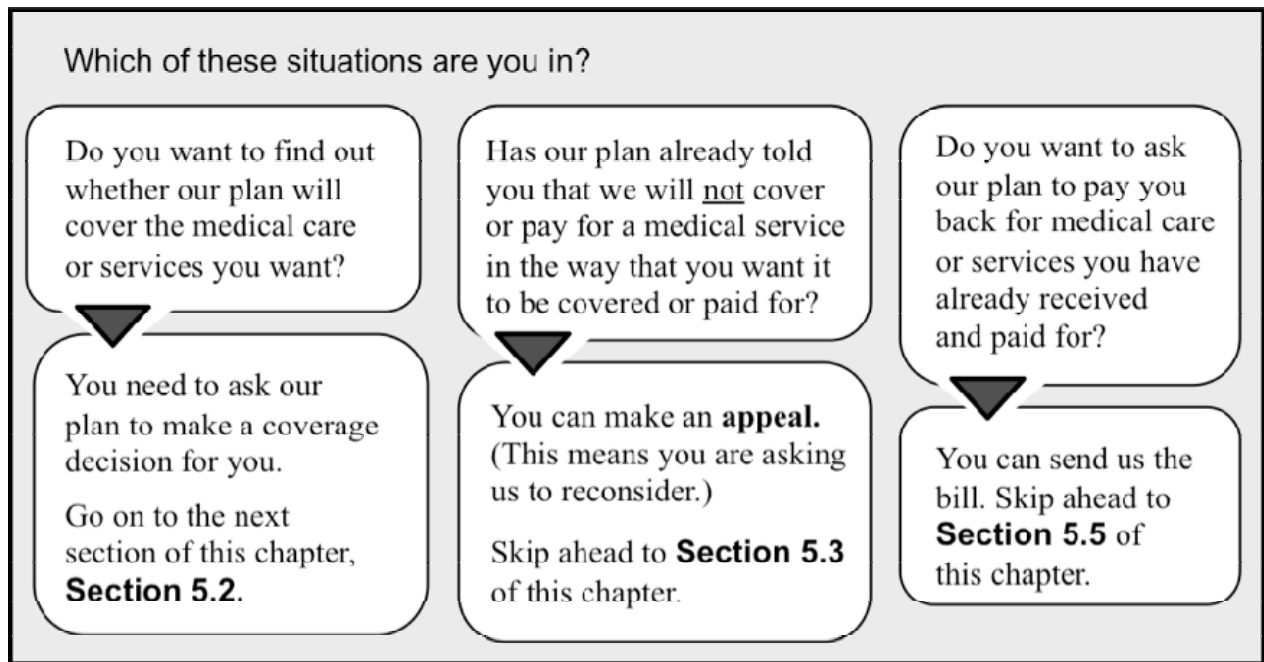
If you have a complaint about a bill when you receive care from an out-of-network provider, the appeals process described will not apply, unless you were directed to go to an out-of-network provider by the plan or one of the network providers.

You should refer to the notice of the service (called the “Medicare Summary Notice”) you receive from Original Medicare. The Medicare Summary Notice provides information on how to appeal a decision made by Original Medicare.

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

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

- **NOTE: If the coverage that will be stopped is for hospital care, home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services**, you need to read a separate section of this chapter because special rules apply to these types of care. Here’s what to read in those situations:
  - Chapter 7, Section 6: *How to ask for a longer hospital stay if you think you are being asked to leave the hospital too soon.*
  - Chapter 7, Section 7: *How to ask our plan to keep covering certain medical services if you think your coverage is ending too soon.* This section is about three services only: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services.
- For *all other* situations that involve being told that medical care you have been getting will be stopped, use this section (Section 5) as your guide for what to do.



**Section 5.2**      **Step-by-step: How to ask for a coverage decision**  
(how to ask our plan to authorize or provide the medical care coverage you want)

**Legal Terms**

A coverage decision is often called an “**initial determination**” or “initial decision.” When a coverage decision involves your medical care, the initial determination is called an “**organization determination.**”

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

**Legal Terms**

A “fast decision” is called an “**expedited decision.**”

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

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

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

When we give you our decision, we will use the “standard” deadlines unless we have agreed to use the “fast” deadlines. **A standard decision means we will give you an answer within 14 days** after we receive your request.

- **However, we can take up to 14 more days** if you ask for more time, or if we need information (such as medical records) that may benefit you. If we decide to take extra days to make the decision, we will tell you in writing.
- If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (The process for making a complaint is different from the process for coverage decisions and appeals. For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.)

*If your health requires it, ask us to give you a “fast decision”*

- **A fast decision means we will answer within 72 hours.**
  - **However, we can take up to 14 more days** if we find that some information is missing that may benefit you, or if you need time to get information to us for the review. If we decide to take extra days, we will tell you in writing.
  - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. (For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.) We will call you as soon as we make the decision.
- **To get a fast decision, you must meet two requirements:**
  - You can get a fast decision only if you are asking for coverage for medical care *you have not yet received*. (You cannot get a fast decision if your request is about payment for medical care you have already received.)
  - You can get a fast 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 decision,” we will automatically agree to give you a fast decision.**
- If you ask for a fast decision on your own, without your doctor’s support, our plan will decide whether your health requires that we give you a fast decision.
  - If we decide that your medical condition does not meet the requirements for a fast decision, we will send you a letter that says so (and we will use the standard deadlines instead).
  - This letter will tell you that if your doctor asks for the fast decision, we will automatically give a fast decision.

- The letter will also tell how you can file a “fast complaint” about our decision to give you a standard decision instead of the fast decision you requested. (For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.)

**Step 2: Our plan considers your request for medical care coverage and we give you our answer.**

*Deadlines for a “fast” coverage decision*

- Generally, for a fast decision, we will give you our answer **within 72 hours**.
  - As explained above, we can take up to 14 more days under certain circumstances. If we take extra days, it is called “an extended time period.”
  - If we do not give you our answer within 72 hours (or if there is an extended time period, by the end of that period), you have the right to appeal. Section 5.3 below tells how to make an appeal.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the medical care coverage we have agreed to provide within 72 hours after we received your request. If we extended the time needed to make our decision, we will provide the coverage by the end of that extended period.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no.

*Deadlines for a “standard” coverage decision*

- Generally, for a standard decision, we will give you our answer **within 14 days of receiving your request**.
  - We can take up to 14 more days (“an extended time period”) under certain circumstances.
  - If we do not give you our answer within 14 days (or if there is an extended time period, by the end of that period), you have the right to appeal. Section 5.3 below tells how to make an appeal.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 14 days after we received your request. If we extended the time needed to make our decision, we will provide the coverage by the end of that extended period.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no.

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

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

<b>Section 5.3</b>	<b>Step-by-step: How to make a Level 1 Appeal</b> (how to ask for a review of a medical care coverage decision made by our plan)
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<b>Legal Terms</b>	<p>When you start the appeal process by making an appeal, it is called the “first level of appeal” or a “Level 1 Appeal.”</p> <p>An appeal to the plan about a medical care coverage decision is called a plan “<b>reconsideration.</b>”</p>
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**Step 1: You contact our plan and make your appeal.** If your health requires a quick response, you must ask for a “**fast appeal.**”

*What to do*

- **To start an appeal you, your representative, or in some cases your doctor must contact our plan.** For details on how to reach us for any purpose related to your appeal, go to Chapter 2, Section 1 look for section called, *How to contact our plan when you are making an appeal about your medical care.*
- **Make your standard appeal in writing by submitting a signed request.** You may also ask for an appeal by calling us at the phone number shown in Chapter 2, Section 1 *How to contact our plan when you are making an appeal about your medical care.*
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer to your request for a coverage decision. If you miss this deadline and have a good reason for missing it, we may give you more time to make your appeal.
- **You can ask for a copy of the information in your appeal and add more information if you like.**
  - You have the right to ask us for a copy of the information regarding your appeal.
  - If you wish, you and your doctor may give us additional information to support your appeal.

*If your health requires it, ask for a “fast appeal” (you can make an oral request)*

<b>Legal Terms</b>	A “fast appeal” is also called an “ <b>expedited appeal.</b> ”
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- If you are appealing a decision our plan made about coverage for care you have not yet received, you and/or your doctor will need to decide if you need a “fast appeal.”
- The requirements and procedures for getting a “fast appeal” are the same as those for getting a “fast decision.” To ask for a fast appeal, follow the instructions for asking for a fast decision. (These instructions are given earlier in this section.)
- If your doctor tells us that your health requires a "fast appeal," we will automatically agree to give you a fast appeal.

### **Step 2: Our plan considers your appeal and we give you our answer.**

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

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

- When we are using the fast deadlines, we must give you our answer **within 72 hours after we receive your appeal.** We will give you our answer sooner if your health requires us to do so.
  - However, if you ask for more time, or if we need to gather more information that may benefit you, we **can take up to 14 more days.**
  - 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 send your request on to Level 2 of the appeals process, where it will be reviewed by an independent organization. Later in this section, we tell you about this organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested,** we must authorize or provide the coverage we have agreed to provide within 72 hours.
- **If our answer is no to part or all of what you requested,** we will send you a written denial notice informing you that we have sent your appeal to the Independent Review Organization for a Level 2 Appeal.

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

- If we are using the standard deadlines, we must give you our answer **within 30 calendar days** after we receive your appeal if your appeal is about coverage for services you have not yet received. We will give you our decision sooner if your health condition requires us to.
  - However, if you ask for more time, or if we need to gather more information that may benefit you, **we can take up to 14 more days.**
  - If we do not give you an answer by the deadline above, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent outside organization. Later in this section, we tell about this review organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 30 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 denial notice informing you that we have sent your appeal to the Independent Review Organization for a Level 2 Appeal.

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

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

<b>Section 5.4</b>	<b>Step-by-step: How to make a Level 2 Appeal</b>
--------------------	---

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

<b>Legal Terms</b>	The formal name for the “Independent Review Organization” is the <b>“Independent Review Entity.”</b> It is sometimes called the <b>“IRE.”</b>
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**Step 1: The Independent Review Organization reviews your appeal.**

- **The Independent Review Organization is an outside, independent organization that is hired by Medicare.** This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work. (For more information about this organization, go to Chapter 2 and look for Section 5.)
- We will send the information about your appeal to this organization. This information is called your “case file.” **You have the right to ask us for a copy of your case file.**
- You have a right to give the Independent Review Organization additional information to support your appeal.
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal.

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

- If you had a fast appeal to our plan at Level 1, the review organization must give you an answer to your Level 2 Appeal **within 72 hours** of when it receives your appeal.
- However, if the Independent Review Organization needs to gather more information that may benefit you, **it can take up to 14 more days.**

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

- If you made a standard appeal to our plan at Level 1, the review organization must give you an answer to your Level 2 Appeal **within 30 calendar days** of when it receives your appeal.
- However, if the Independent Review Organization needs to gather more information that may benefit you, **it can take up to 14 more days.**

**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 what you requested,** we must authorize the medical care coverage within 72 hours or provide the service within 14 days after we receive the decision from the review organization.
- **If this organization says no to your appeal,** it means they agree with our plan that your request for coverage for medical care should not be approved. (This is called “upholding the decision.” It is also called “turning down your appeal.”)

- The notice you get from the Independent Review Organization will tell you in writing if your case meets the requirements for continuing with the appeals process. For example, to continue and make another appeal at Level 3, the dollar value of the medical care coverage you are requesting must meet a certain minimum. If the dollar value of the coverage you are requesting is too low, you cannot make another appeal, which means that the decision at Level 2 is final.

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

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

<b>Section 5.5</b>	<b>What if you are asking our plan to pay you for our share of a bill you have received for medical care?</b>
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If you want to ask our plan for payment for medical care, start by reading Chapter 7 of this booklet: *Asking the plan to pay its share of a bill you have received for medical services*. Chapter 7 describes the situations in which you may need to ask for reimbursement or to pay a bill you have received from a provider. It also tells how to send us the paperwork that asks us for payment.

**Asking for reimbursement is asking for a coverage decision from our plan**

If you send us the paperwork that asks for reimbursement, you are asking us to make a coverage decision (for more information about coverage decisions, see Section 4.1 of this chapter). To make this coverage decision, we will check to see if the medical care you paid for is a covered service (see Chapter 4: *Medical benefits chart (what is covered and what you pay)*). We will also check to see if you followed all the rules for using your coverage for medical care (these rules are given in Chapter 3 of this booklet: *Using the plan's coverage for your medical services*).

**We will say yes or no to your request**

- If the medical care you paid for is covered and you followed all the rules, we will send you the payment for our share of the cost of your medical care. Or, if you haven't paid for the services, we will send the payment directly to the provider. When we send the payment, it's the same as saying *yes* to your request for a coverage decision.)

- If the medical care is *not* covered, or you did *not* follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the services and the reasons why. (When we turn down your request for payment, it's the same as saying *no* to your request for a coverage decision.)

### **What if you ask for payment and we say that we will not pay?**

If you do not agree with our decision to turn you down, **you can make an appeal**. If you make an appeal, it means you are asking us to change the coverage decision we made when we turned down your request for payment.

**To make this appeal, follow the process for appeals that we describe in part 5.3 of this section.** Go to this part for step-by-step instructions. When you are following these instructions, please note:

- If you make an appeal for reimbursement we must give you our answer within 60 calendar days after we receive your appeal. (If you are asking us to pay you back for medical care you have already received and paid for yourself, you are not allowed to ask for a fast appeal.)
- If the Independent Review Organization reverses our decision to deny payment, we must send the payment you have requested to you or to the provider within 30 calendar days. If the answer to your appeal is yes at any stage of the appeals process after Level 2, we must send the payment you requested to you or to the provider within 60 calendar days.

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## **SECTION 6      How to ask us to cover a longer hospital stay if you think the doctor is discharging you too soon**

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When you are admitted to a hospital, you have the right to get all of your covered hospital services that are necessary to diagnose and treat your illness or injury. For more information about the plan's coverage for your hospital care, including any limitations on this coverage, see Chapter 4 of this booklet: *Medical benefits chart (what is covered and what you pay)*.

During your hospital stay, your doctor and the hospital staff will be working with you to prepare for the day when you will leave the hospital. They will also help arrange for care you may need after you leave.

- The day you leave the hospital is called your “**discharge date**.” Our plan's coverage of your hospital stay ends on this date.
- When your discharge date has been decided, your doctor or the hospital staff will let you know.
- If you think you are being asked to leave the hospital too soon, you can ask for a longer hospital stay and your request will be considered. This section tells you how to ask.

<b>Section 6.1</b>	<b>During your hospital stay, you will get a written notice from Medicare that tells about your rights</b>
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During your hospital stay, you will be given a written notice called *An Important Message from Medicare about Your Rights*. Everyone with Medicare gets a copy of this notice whenever they are admitted to a hospital. Someone at the hospital is supposed to give it to you within two days after you are admitted.

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

<b>Legal Terms</b>	The written notice from Medicare tells you how you can “ <b>make an appeal.</b> ” Making an appeal is a formal, legal way to ask for a delay in your discharge date so that your hospital care will be covered for a longer time. (Section 6.2 below tells how to make this appeal.)
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2. **You must sign the written notice to show that you received it and understand your rights.**
  - You or someone who is acting on your behalf must sign the notice. (Section 4 of this chapter tells how you can give written permission to someone else to act as your representative.)
  - Signing the notice shows *only* that you have received the information about your rights. The notice does not give your discharge date (your doctor or hospital staff will tell you your discharge date). Signing the notice **does not mean** you are agreeing on a discharge date.
3. **Keep your copy** of the signed notice so you will have the information about making an appeal (or reporting a concern about quality of care) handy if you need it.
  - If you sign the notice more than 2 days before the day you leave the hospital, you will get another copy before you are scheduled to be discharged.
  - To look at a copy of this notice in advance, you can call Customer Service or 1-800-MEDICARE (1-800-633-4227 or TTY: 1-877-486-2048 24 hours a day 7 days a week). You can also see it online at <http://www.cms.hhs.gov>.

<b>Section 6.2</b>	<b>Step-by-step: How to make a Level 1 Appeal to change your hospital discharge date</b>
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If you want to ask for your hospital services to be covered by our plan for a longer time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

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

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

<b>Legal Terms</b>	When you start the appeal process by making an appeal, it is called the “first level of appeal” or a “Level 1 Appeal.”
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**Step 1: Contact the Quality Improvement Organization in your state and ask for a “fast review” of your hospital discharge. You must act quickly.**

<b>Legal Terms</b>	A “fast review” is also called an “immediate review” or an “expedited review.”
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*What is the Quality Improvement Organization?*

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

*How can you contact this organization?*

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

*Act quickly:*

- To make your appeal, you must contact the Quality Improvement Organization *before* you leave the hospital and **no later than your planned discharge date**. (Your “planned discharge date” is the date that has been set for you to leave the hospital.)
  - If you meet this deadline, you are allowed to stay in the hospital *after* your discharge date *without paying for it* while you wait to get the decision on your appeal from the Quality Improvement Organization.
  - If you do *not* meet this deadline, and you decide to stay in the hospital after your planned discharge date, *you may have to pay all of the costs* for hospital care you receive after your planned discharge date.
- If you miss the deadline for contacting the Quality Improvement Organization about your appeal, you can make your appeal directly to our plan instead. For details about this other way to make your appeal, see Section 6.4.

**Step 2: The Quality Improvement Organization conducts an independent review of your case.***What happens during this review?*

- Health professionals at the Quality Improvement Organization (we will call them “the reviewers” for short) will ask you (or your representative) why you believe coverage for the services should continue. You don’t have to prepare anything in writing, but you may do so if you wish.
- The reviewers will also look at your medical information, talk with your doctor, and review information that the hospital and our plan has given to them.
- During this review process, you will also get a written notice that gives your planned discharge date and explains the reasons why your doctor, the hospital, and our plan think it is right (medically appropriate) for you to be discharged on that date.

**Legal Terms**

This written explanation is called the “**Detailed Notice of Discharge.**” You can get a sample of this notice by calling Customer Service 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 get see a sample notice online at <http://www.cms.hhs.gov/BNI/>

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

*What happens if the answer is yes?*

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

*What happens if the answer is no?*

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

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

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

<b>Section 6.3</b>	<b>Step-by-step: How to make a Level 2 Appeal to change your hospital discharge date</b>
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If the Quality Improvement Organization has turned down your appeal, *and* you stay in the hospital after your planned discharge date, then you can make a Level 2 Appeal. During a Level 2 Appeal, you ask the Quality Improvement Organization to take another look at the decision they made on your first appeal.

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

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

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

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

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

**Step 3: Within 14 days, the Quality Improvement Organization reviewers will decide on your appeal and tell you their decision.**

*If the review organization says yes:*

- **Our plan 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. **Our plan must continue providing coverage** for your 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 to your Level 1 Appeal and will not change it. This is called “upholding the decision.” It is also called “turning down your 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 a judge.

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If the review organization turns down your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by a judge.
- Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

**Section 6.4      What if you miss the deadline for making your Level 1 Appeal?****You can appeal to our plan instead**

As explained above in Section 6.2, you must act quickly to contact the Quality Improvement Organization to start your first appeal of your hospital discharge. (“Quickly” means before you leave the hospital and no later than your planned discharge date). If you miss the deadline for contacting this organization, there is another way to make your appeal.

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

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

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

**Legal  
Terms**

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

**Step 1: Contact our plan and ask for a “fast review.”**

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

**Step 2: Our plan does a “fast” review of your planned discharge date, checking to see if it was medically appropriate.**

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

**Step 3: Our plan gives you our decision within 72 hours after you ask for a “fast review” (“fast appeal”).**

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

**Step 4: If our plan says *no* to your fast appeal, your case will *automatically* be sent on to the next level of the appeals process.**

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

**Step-by-Step: How to make a Level 2 *Alternate* Appeal**

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

<b>Legal Terms</b>	The formal name for the “Independent Review Organization” is the “ <b>Independent Review Entity.</b> ” It is sometimes called the “ <b>IRE.</b> ”
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**Step 1: We will automatically forward your case to the Independent Review Organization.**

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

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

- **The Independent Review Organization is an outside, independent organization that is hired by Medicare.** This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work. (For more information about this organization, go to Chapter 2 and look for Section 5.)
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal of your hospital discharge.
- **If this organization says *yes* to your appeal,** then our plan must reimburse you (pay you back) for our share of the costs of hospital care you have received since the date of your planned discharge. We must also continue the plan’s coverage of your hospital services for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover your services.
- **If this organization says *no* to your appeal,** it means they agree with our plan that your planned hospital discharge date was medically appropriate. (This is called “upholding the decision.” It is also called “turning down your appeal.”)
  - The notice you get from the Independent Review Organization will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to a Level 3 Appeal, which is handled by a judge.

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If reviewers say no to your Level 2 Appeal, you decide whether to accept their decision or go on to Level 3 and make a third appeal.
- Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

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## **SECTION 7      How to ask us to keep covering certain medical services if you think your coverage is ending too soon**

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<b>Section 7.1</b>	<i>This section is about three services <u>only</u>:</i> <b>Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services</b>
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This section is about the following types of care *only*:

- **Home health care services** you are getting.
- **Skilled nursing care** you are getting as a patient in a skilled nursing facility. (To learn about requirements for being considered a “skilled nursing facility,” see Chapter 10, *Definitions of important words*.)
- **Rehabilitation care** you are getting as an outpatient at a Medicare-approved Comprehensive Outpatient Rehabilitation Facility (CORF). Usually, this means you are getting treatment for an illness or accident, or you are recovering from a major operation. (For more information about this type of facility, see Chapter 10, *Definitions of important words*.)

When you are getting any of these types of care, you have the right to keep getting your covered services for that type of care for as long as the care is needed to diagnose and treat your illness or injury. For more information on your covered services, including your share of the cost and any limitations to coverage that may apply, see Chapter 4 of this booklet: *Medical benefits chart (what is covered and what you pay)*.

When our plan decides 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, *our plan will stop paying its 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.

<b>Section 7.2</b>	<b>We will tell you in advance when your coverage will be ending</b>
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1. **You receive a notice in writing.** At least two days before our plan is going to stop covering your care, the agency or facility that is providing your care will give you a notice.
  - The written notice tells you the date when our plan will stop covering the care for you.

<b>Legal Terms</b>	In this written notice, we are telling you about a “ <b>coverage decision</b> ” we have made about when to stop covering your care. (For more information about coverage decisions, see Section 4 in this chapter.)
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- The written notice also tells what you can do if you want to ask our plan to change this decision about when to end your care, and keep covering it for a longer period of time.

<b>Legal Terms</b>	In telling what you can do, the written notice is telling how you can “ <b>make an appeal.</b> ” Making an appeal is a formal, legal way to ask our plan to change the coverage decision we have made about when to stop your care. (Section 7.3 below tells how you can make an appeal.)
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<b>Legal Terms</b>	The written notice is called the “ <b>Notice of Medicare Non-Coverage.</b> ” To get a sample copy, call Customer Service or 1-800-MEDICARE (1-800-633-4227, 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.). Or see a copy online at <a href="http://www.cms.hhs.gov/BNI/">http://www.cms.hhs.gov/BNI/</a>
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## 2. You must sign the written notice to show that you received it.

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

<b>Section 7.3</b>	<b>Step-by-step: How to make a Level 1 Appeal to have our plan cover your care for a longer time</b>
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If you want to ask us to cover your care for a longer period of time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

- **Follow the process.** Each step in the first two levels of the appeals process is explained below.
- **Meet the deadlines.** The deadlines are important. Be sure that you understand and follow the deadlines that apply to things you must do. There are also deadlines our plan must follow. (If you think we are not meeting our deadlines, you can file a complaint. Section 9 of this chapter tells you how to file a complaint.)
- **Ask for help if you need it.** If you have questions or need help at any time, please call Customer Service (phone numbers are on the front cover of this booklet). Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance (see Section 2 of this chapter).

**During a Level 1 Appeal, the Quality Improvement Organization reviews your appeal and decides whether to change the decision made by our plan.**

<b>Legal Terms</b>	When you start the appeal process by making an appeal, it is called the “first level of appeal” or “Level 1 Appeal.”
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**Step 1: Make your Level 1 Appeal: contact the Quality Improvement Organization in your state and ask for a review. You must act quickly.**

*What is the Quality Improvement Organization?*

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

*How can you contact this organization?*

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

*What should you ask for?*

- Ask this organization to do an independent review of whether it is medically appropriate for our plan to end coverage for your medical services.

*Your deadline for contacting this organization.*

- You must contact the Quality Improvement Organization to start your appeal *no later than noon of the day after you receive the written notice telling you when we will stop covering your care.*
- If you miss the deadline for contacting the Quality Improvement Organization about your appeal, you can make your appeal directly to our plan instead. For details about this other way to make your appeal, see Section 7.5.

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

*What happens during this review?*

- Health professionals at the Quality Improvement Organization (we will call them “the reviewers” for short) will ask you (or your representative) why you believe coverage for the services should continue. You don’t have to prepare anything in writing, but you may do so if you wish.
- The review organization will also look at your medical information, talk with your doctor, and review information that our plan has given to them.

- During this review process, you will also get a written notice from the plan that gives our reasons for wanting to end the plan’s coverage for your services.

<b>Legal Terms</b>	This notice explanation is called the “ <b>Detailed Explanation of Non-Coverage.</b> ”
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**Step 3: Within one full day after they have all the information they need, the reviewers will tell you their decision.**

*What happens if the reviewers say yes to your appeal?*

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

*What happens if the reviewers say no to your appeal?*

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

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

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

<b>Section 7.4</b>	<b>Step-by-step: How to make a Level 2 Appeal to have our plan cover your care for a longer time</b>
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If the Quality Improvement Organization has turned down your appeal and you choose to continue getting care after your coverage for the care has ended, then you can make a Level 2 Appeal. During a Level 2 Appeal, you ask the Quality Improvement Organization to take another look at the decision they made on your first appeal.

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

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

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

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

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

**Step 3: Within 14 days, the Quality Improvement Organization reviewers will decide on your appeal and tell you their decision.**

*What happens if the review organization says yes to your appeal?*

- **Our plan must reimburse you** for our share of the costs of care you have received since the date when we said your coverage would end. **Our plan 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 they made to your Level 1 Appeal and will not change it. (This is called “upholding the decision.” It is also called “turning down your 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 a judge.

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

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers turn down your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by a judge.
- Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

<b>Section 7.5</b>	<b>What if you miss the deadline for making your Level 1 Appeal?</b>
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### You can appeal to our plan instead

As explained above in Section 7.3, you must act quickly to contact the Quality Improvement Organization to start your first appeal (within a day or two, at the most). If you miss the deadline for contacting this organization, there is another way to make your appeal. If you use this other way of making your appeal, *the first two levels of appeal are different.*

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

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

Here are the steps for a Level 1 Alternate Appeal:

<b>Legal Terms</b>	A “fast” review (or “fast appeal”) is also called an “ <b>expedited</b> ” review (or “ <b>expedited appeal</b> ”).
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#### **Step 1: Contact our plan and ask for a “fast review.”**

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

#### **Step 2: Our plan does a “fast” review of the decision we made about when to stop coverage for your services.**

- During this review, our plan takes another look at all of the information about your case. We check to see if we were being fair and following all the rules when we set the date for ending the plan’s coverage for services you were receiving.
- We will use the “fast” deadlines rather than the standard deadlines for giving you the answer to this review. (Usually, if you make an appeal to our plan and ask for a “fast review,” we are allowed to decide whether to agree to your request and give you a “fast review.” But in this situation, the rules require us to give you a fast response if you ask for it.)

**Step 3: Our plan gives you our decision within 72 hours after you ask for a “fast review” (“fast appeal”).**

- **If our plan says yes to your fast appeal**, it means we have agreed with you that you need services longer, and will keep providing your covered services for as long as it is medically necessary. It also means that we have agreed to reimburse you for our share of the costs of care you have received since the date when we said your coverage would end. (You must pay your share of the costs and there may be coverage limitations that apply.)
- **If our plan says no to your fast appeal**, then your coverage will end on the date we have told you and our plan will not pay after this date. Our plan will stop paying its share of the costs of this care.
- If you continued to get home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* the date when we said your coverage would end, then **you will have to pay the full cost** of this care yourself.

**Step 4: If our plan says *no* to your fast appeal, your case will *automatically* go on to the next level of the appeals process.**

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

**Step-by-Step: How to make a Level 2 Alternate Appeal**

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

<b>Legal Terms</b>	The formal name for the “Independent Review Organization” is the “ <b>Independent Review Entity.</b> ” It is sometimes called the “ <b>IRE.</b> ”
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**Step 1: We will automatically forward your case to the Independent Review Organization.**

- We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 11 of this chapter tells how to make a complaint.)

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

- **The Independent Review Organization is an outside, independent organization that is hired by Medicare.** This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work. (For more information about this organization, go to Chapter 2 and look for Section 5.)
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal.
- **If this organization says *yes* to your appeal,** then our plan must reimburse you (pay you back) for our share of the costs of care you have received since the date when we said your coverage would end. We must also continue to cover the care for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover your services.
- **If this organization says *no* to your appeal,** it means they agree with the decision our plan made to your first appeal and will not change it. (This is called “upholding the decision.” It is also called “turning down your appeal.”)
  - The notice you get from the Independent Review Organization will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to a Level 3 Appeal.

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

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

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## SECTION 8 Taking your appeal to Level 3 and beyond

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<b>Section 8.1 Levels of Appeal 3, 4, and 5 for Medical Service Appeals</b>
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This section may be appropriate for you if you have made a Level 1 Appeal and a Level 2 Appeal, and both of your appeals have been turned down.

If the dollar value of the item or medical service you have appealed meets certain minimum levels, you may be able to go on to additional levels of appeal. If the dollar value is less than the minimum level, you cannot appeal any further. If the dollar value is high enough, the written response you receive to your Level 2 Appeal will explain who to contact and what to do to ask for a Level 3 Appeal.

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

<b>Level 3 Appeal</b> A judge who works for the Federal government will review your appeal and give you an answer. This judge is called an “Administrative Law Judge.”
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- **If the answer is yes, the appeals process *may* or *may not* be over** - We will decide whether to appeal this decision to Level 4. Unlike a decision at Level 2 (Independent Review Organization), we have the right to appeal a Level 3 decision that is favorable to you.
  - If we decide *not* to appeal the decision, we must authorize or provide you with the service within 60 days after receiving the judge’s decision.
  - If we decide to appeal the decision, we will send you a copy of the Level 4 Appeal request with any accompanying documents. We may wait for the Level 4 Appeal decision before authorizing or providing the service in dispute.
- **If the answer is no, the appeals process *may* or *may not* be over.**
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - If you do not want to accept the decision, you can continue to the next level of the review process. If the administrative law judge says no to your appeal, the notice you get will tell you what to do next if you choose to continue with your appeal.

<b>Level 4 Appeal</b> The Medicare Appeals Council will review your appeal and give you an answer. The Medicare Appeals Council works for the Federal government.
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- **If the answer is yes, or if the Medicare Appeals Council denies our request to review a favorable Level 3 Appeal decision, the appeals process *may* or *may not* be over -** We will decide whether to appeal this decision to Level 5. Unlike a decision at Level 2 (Independent Review Organization), we have the right to appeal a Level 4 decision that is favorable to you.
  - If we decide *not* to appeal the decision, we must authorize or provide you with the service within 60 days after receiving the Medicare Appeals 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 Medicare Appeals Council denies the review request, the appeals process *may* or *may not* be over.**
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - If you do not want to accept the decision, you might be able to continue to the next level of the review process. It depends on your situation. If the Medicare Appeals Council says no to your appeal, the notice you get will tell you whether the rules allow you to go on to a Level 5 Appeal. If the rules allow you to go on, the written notice will also tell you who to contact and what to do next if you choose to continue with your appeal.

<b>Level 5 Appeal</b> A judge at the <b>Federal District Court</b> will review your appeal. This is the last stage of the appeals process.
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- This is the last step of the administrative appeals process.

## MAKING COMPLAINTS

### SECTION 9 How to make a complaint about quality of care, waiting times, customer service, or other concerns



If your problem is about decisions related to benefits, coverage, or payment, then this section is *not for you*. Instead, you need to use the process for coverage decisions and appeals. Go to Section 4 of this chapter.

<b>Section 9.1</b> <b>What kinds of problems are handled by the complaint process?</b>
--

This section explains how to use the process for making complaints. The complaint process is used for certain types of problems *only*. This includes problems related to quality of care, waiting times, and the customer service you receive.

If you have a complaint regarding a service provided by a hospital or skilled nursing facility that is not part of the plan network, follow the complaint process established by Original Medicare.

However, if you have a complaint involving a plan network hospital or skilled nursing facility (or you were directed to go to a non-plan network hospital or skilled nursing facility by the plan or one of the network providers), you will follow the instructions contained in this section. This is true even if you received a Medicare Summary Notice indicating that a claim was processed but not covered by Original Medicare. Furthermore, if you have a complaint regarding an emergency service or urgently needed care, or the cost-sharing for hospital or skilled nursing facility services, you will follow the instructions contained in this section. If you have complaints about optional supplemental benefits, you may also file an appeal.

Here are examples of the kinds of problems handled by the complaint process.

**If you have any of these kinds of problems, you can “make a complaint”**

**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**

- Do you believe that someone did not respect your right to privacy or shared information about you that you feel should be confidential?

**Disrespect, poor customer service, or other negative behaviors**

- Has someone been rude or disrespectful to you?
- Are you unhappy with how our Customer Services has dealt with you?
- Do you feel you are being encouraged to leave our 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 Customer Services or other staff at our plan?
- Examples include waiting too long on the phone, in the waiting room, in the 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 our plan**

- Do you believe we have not given you a notice that we are required to give?
- Do you think written information we have given you is hard to understand?



*The next page has more examples of possible reasons for making a complaint*

### **Possible complaints (continued)**

#### **These types of complaints are all related to the *timeliness* of our actions related to coverage decision and appeals**

The process of asking for a coverage decision and making appeals is explained in sections 4-9 of this chapter. If you are asking for a decision or making an appeal, you use that process, not the complaint process.

However, if you have already asked for a coverage decision or made an appeal, and you think that our plan is not responding quickly enough, you can also make a complaint about our slowness. Here are examples:

- If you have asked us to give you a “fast response” for a coverage decision or appeal, and we have said we will not, you can make a complaint.
- If you believe our plan is not meeting the deadlines for giving you a coverage decision or an answer to an appeal you have made, you can make a complaint.
- When a coverage decision we made is reviewed and our plan is told that we must cover or reimburse you for certain medical services or drugs, there are deadlines that apply. If you think we are not meeting these deadlines, you can make a complaint.
- When our plan does not give you a decision on time, we are required to forward your case to the Independent Review Organization. If we do not do that within the required deadline, you can make a complaint.

<b>Section 9.2</b>	<b>The formal name for “making a complaint” is “filing a grievance”</b>
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<b>Legal Terms</b>	<ul style="list-style-type: none"><li>• What this section calls a “<b>complaint</b>” is also called a “<b>grievance.</b>”</li><li>• Another term for “<b>making a complaint</b>” is “<b>filing a grievance.</b>”</li><li>• Another way to say “<b>using the process for complaints</b>” is “<b>using the process for filing a grievance.</b>”</li></ul>
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<b>Section 9.3</b>	<b>Step-by-step: Making a complaint</b>
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**Step 1: Contact us promptly – either by phone or in writing.**

- **Usually, calling Customer Service is the first step.** If there is anything else you need to do, Customer Service will let you know.

Customer Service at 888-282-1420 (TTY only, call 800-704-6370). Calls to these numbers are free.

Hours are Monday through Friday, 8:00 a.m. -5:00 p.m., Mountain Time. Calls to these numbers are free.

- **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 do this, it means that we will use our *formal procedure* for answering grievances. Here’s how it works:
  - If you want to complain to us regarding any of the issues described above, you must call or send us a letter within 60 days of any notice to you from us, or within 60 days of the date on which you have knowledge or should have had knowledge of the event or subject matter of the grievance.

The grievance must be submitted within 60 days of the event or incident. We must address your grievance as quickly as your case requires based on your health status, but no later than 30 days after receiving your complaint. We may extend the time frame by up to 14 days if you ask for the extension, or if we justify a need for additional information and the delay is in your best interest. If we deny your grievance in whole or in part, our written decision will explain why we denied it, and will tell you about any dispute resolution options you may have.

- **Whether you call or write, you should contact Customer Service right away.** The complaint must be made within 60 days after you had the problem you want to complain about.
- **If you are making a complaint because we denied your request for a “fast response” to a coverage decision or 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.**

<b>Legal Terms</b>	What this section calls a “fast complaint” is also called a “fast grievance.”
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### **Step 2: We look into your complaint and give you our answer.**

- **If possible, we will answer you right away.** If you call us with a complaint, we may be able to give you an answer on the same phone call. If your health condition requires us to answer quickly, we will do that.
- **Most complaints are answered in 30 days, but we may take up to 44 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 days (44 days total) to answer your complaint.
- **If we do not agree** with some or all of your complaint or don’t take responsibility for the problem you are complaining about, we will let you know. Our response will include our reasons for this answer. We must respond whether we agree with the complaint or not.

<b>Section 9.4</b>	<b>You can also make complaints about quality of care to the Quality Improvement Organization</b>
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You can make your complaint about the quality of care you received to our plan by using the step-by-step process outlined above.

When your complaint is about *quality of care*, you also have two extra options:

- **You can make your complaint to the Quality Improvement Organization.** If you prefer, you can make your complaint about the quality of care you received directly to this organization (*without* making the complaint to our plan). To find the name, address, and phone number of the Quality Improvement Organization in your state, look in Chapter 2, Section 4, of this booklet. If you make a complaint to this organization, we will work together with them to resolve your complaint.
- **Or you can make your complaint to both at the same time.** If you wish, you can make your complaint about quality of care to our plan and also to the Quality Improvement Organization.

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## **Chapter 8. Ending your membership in the plan**

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## **SECTION 1 Introduction**

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<b>Section 1.1 This chapter focuses on ending your membership in our plan</b>
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Ending your membership in RMHP may be voluntary (your own choice) or involuntary (not your own choice):

- You might leave our plan because you have decided that you *want* to leave.
  - There are only certain times during the year, or certain situations, when you may voluntarily end your membership in the plan. Section 2 tells you *when* you can end your membership in the plan.
  - The process for voluntarily ending your membership varies depending on what type of new coverage you are choosing. Section 3 tells you *how* to end your membership in each situation.
- There are also limited situations where you do not choose to leave, but we are required to end your membership. Section 5 tells you about situations when we must end your membership.

If you are leaving our plan, you must continue to get your medical care through our plan until your membership ends.

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## **SECTION 2 When can you end your membership in our plan?**

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You may end your membership in our plan only during certain times of the year, known as enrollment periods. All members have the opportunity to leave the plan during the Annual Enrollment Period and during the Medicare Advantage Open Enrollment Period. In certain situations, you may also be eligible to leave the plan at other times of the year.

<b>Section 2.1 You can end your membership during the Annual Enrollment Period</b>
--

You can end your membership during the **Annual Enrollment Period** (also known as the “Annual Coordinated Election Period”). This is the time when you should review your health and drug coverage and make a decision about your coverage for the upcoming year.

You can disenroll from this plan at any time. You may switch to Original Medicare or use a Special Enrollment Period to enroll in a Medicare Advantage Plan. If you have Medicare prescription drug coverage through our plan, you will also have a Special Enrollment Period to enroll in other Medicare prescription drug coverage.

- **When is the Annual Enrollment Period?** This happens every year from November 15 to December 31.
- **What type of plan can you switch to during the Annual Enrollment Period?**  
During this time, you can review your health coverage. You can choose to keep your current coverage or make changes to your coverage for the upcoming year. If you decide to change to a new plan, you can choose any of the following types of plans:
  - A Medicare Advantage plan. (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.)
  - Original Medicare *with* a separate Medicare prescription drug plan.
  - – *or* – Original Medicare *without* a separate Medicare prescription drug plan.

**Note:** If you disenroll from a Medicare prescription drug plan and go without creditable prescription drug coverage, you may need to pay a late enrollment penalty if you join a Medicare drug plan later. (“Creditable” coverage means the coverage is at least as good as Medicare’s standard prescription drug coverage.)
- **What do you need to do to switch plans?**
  - *If you want to switch to Original Medicare: You must request to disenroll from our plan. For more information on how to request disenrollment contact Customer Service, or call 1-800-MEDICARE (1-800-633-422724 hours a day, 7 days a week) to request disenrollment from our plan. TTY users should call 1-877-486-2048.*
  - *If you are already enrolled in a Medicare prescription drug plan, you will continue to be enrolled in your current plan. Disenrollment from our plan will not affect your enrollment. However, if you want to join a new drug plan, you must request enrollment in the plan of your choice. Enrollment in the new drug plan will not automatically disenroll you from our plan.*
- **When will your membership end?** Your membership will end when your new plan’s coverage begins on January 1.

<b>Section 2.2</b>	<b>In certain situations, you can end your membership during a Special Enrollment Period</b>
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In certain situations, members of RMHP may be eligible to end their membership at other times of the year. This is known as a **Special Enrollment Period**.

- **Who is eligible for a Special Enrollment Period?** If any of the following situations apply to you, you are eligible to end your membership during a Special Enrollment Period. These are just examples, for the full list you can contact the plan, call Medicare, or visit the Medicare website (<http://www.medicare.gov>):
  - Usually, when you have moved.
  - If you have Medicaid.
  - If you live in a facility, such as a nursing home.
- **When are Special Enrollment Periods?** The enrollment periods vary depending on your situation.
- **What can you do?** If you are eligible to end your membership because of a special situation, you can choose to change both your Medicare health coverage and prescription drug coverage. This means you can choose any of the following types of plans:
  - A Medicare Advantage plan. (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.)
  - Original Medicare *with* a separate Medicare prescription drug plan.
  - – *or* – Original Medicare *without* a separate Medicare prescription drug plan.

**Note:** If you disenroll from a Medicare prescription drug plan and go without creditable prescription drug coverage, you may need to pay a late enrollment penalty if you join a Medicare drug plan later. (“Creditable” coverage means the coverage is at least as good as Medicare’s standard prescription drug coverage.)
- **When will your membership end?** Your membership will usually end on the first day of the month after we receive your request to change your plan.

<b>Section 2.3</b>	<b>Where can you get more information about when you can end your membership?</b>
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If you have any questions or would like more information on when you can end your membership:

- You can **call Customer Service** (phone numbers are on the cover of this booklet).
- You can find the information in the *Medicare & You 2010* handbook.
  - Everyone with Medicare receives a copy of *Medicare & You* each fall. Those new to Medicare receive it within a month after first signing up.
  - You can also download a copy from the Medicare website (<http://www.medicare.gov>). Or, you can order a printed copy by calling Medicare at the number below.

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

## **SECTION 3      How do you end your membership in our plan?**

### **Section 3.1      Usually, you end your membership by enrolling in another plan**

You may end your membership in our plan at any time during the year and change to Original Medicare. Your membership will end on the first of the month following your request to our Plan. To end your membership, you must make this request in writing to us. Contact us if you need more information on how to do this.

The table below explains how you should end your membership in our plan.

<b>If you would like to switch from our plan to:</b>	<b>This is what you should do:</b>
<ul style="list-style-type: none"> <li>A Medicare Advantage plan.</li> </ul>	<ul style="list-style-type: none"> <li>Enroll in the Medicare Advantage plan.</li> </ul> <p>You will automatically be disenrolled from RMHP when your new plan's coverage begins.</p>
<ul style="list-style-type: none"> <li>Original Medicare <i>with</i> a separate Medicare prescription drug plan.</li> </ul>	<ul style="list-style-type: none"> <li>Enroll in the new Medicare prescription drug plan.</li> </ul> <p>You will automatically be disenrolled from RMHP when your new plan's coverage begins.</p>

If you would like to switch from our plan to:	This is what you should do:
<ul style="list-style-type: none"><li>• Original Medicare <i>without</i> a separate Medicare prescription drug plan.</li></ul>	<ul style="list-style-type: none"><li>• <b>Contact Customer Service and ask to be disenrolled from the plan (phone numbers are on the cover of this booklet).</b></li><li>• You can also contact <b>Medicare</b> at 1-800-MEDICARE (1-800-633-4227 24 hours a day, 7 days a week) and ask to be disenrolled. TTY users should call 1-877-486-2048.</li><li>• You will be disenrolled from RMHP when your coverage in Original Medicare begins.</li></ul>

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## **SECTION 4      Until your membership ends, you must keep getting your medical services through our plan**

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<b>Section 4.1      Until your membership ends, you are still a member of our plan</b>
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If you leave RMHP, it may take time before your membership ends and your new Medicare coverage goes into effect. (See Section 2 for information on when your new coverage begins.) During this time, you must continue to get your medical care through our plan.

- **If you are hospitalized on the day that your membership ends, you will usually be covered by our plan until you are discharged** (even if you are discharged after your new health coverage begins).
- If you use out-of-network providers to obtain medical services, the services are covered under Original Medicare. You will be responsible for Original Medicare's cost-sharing for such services, with the exception of emergent and urgently needed services.

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## **SECTION 5      RMHP must end your membership in the plan in certain situations**

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<b>Section 5.1      When must we end your membership in the plan?</b>
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**RMHP must end your membership in the plan if any of the following happen:**

- If you do not stay continuously enrolled in Part B. Members must stay continuously enrolled in Medicare Part B.
- If you move out of our service area for more than six (6) months.
  - If you move or take a long trip (up to six (6) months), you need to call Customer Service to find out if the place you are moving or traveling to is in our plan's area.
  - Chapter 3 and Chapter 4 give more information about getting care when you are away from the service area.
- If you intentionally give us incorrect information when you are enrolling in our plan and that information affects your eligibility for our plan.
- If you continuously behave in a way that is disruptive, unruly, uncooperative, abusive, or 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.
  - If we end your membership because of this reason, Medicare may have your case investigated by the Inspector General.
- If you do not pay the plan premiums for 20 days.
  - We must notify you in writing that you have 20 days to pay the plan premium before we end your membership.
- If you do not pay the basic plan premiums or cost-sharing, we will tell you in writing before you are required to leave our plan.

## Where can you get more information?

If you have questions or would like more information on when we can end your membership:

- You can call **Customer Service** for more information (phone numbers are on the cover of this booklet).

<b>Section 5.2</b>	<b>We <u>cannot</u> ask you to leave our plan for any reason related to your health</b>
--------------------	---

## What should you do if this happens?

If you feel that you are being asked to leave our plan because of a health-related reason, you should call Medicare at 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048. You may call 24 hours a day, 7 days a week.

<b>Section 5.3</b>	<b>You have the right to make a complaint if we end your membership in our plan</b>
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If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can make a complaint about our decision to end your membership. You can also look in Chapter 7, Section 10 for information about how to make a complaint.

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## **Chapter 9. Legal notices**

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## **SECTION 1      Notice about governing law**

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Many laws apply to this *Evidence of Coverage* and some additional provisions may apply because they are required by law. This may affect your rights and responsibilities even if the laws are not included or explained in this document. The principal law that applies to this document is Title XVIII of the Social Security Act and the regulations created under the Social Security Act by the Centers for Medicare & Medicaid Services, or CMS. In addition, other Federal laws may apply and, under certain circumstances, the laws of the state you live in.

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## **SECTION 2      Notice about nondiscrimination**

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We don't discriminate based on a person's race, disability, religion, sex, health, ethnicity, creed, age, or national origin. All organizations that provide Medicare health 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, all other laws that apply to organizations that get Federal funding, and any other laws and rules that apply for any other reason.

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## **SECTION 3      Who Pays First**

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If you are age 65 or older and have coverage under a group health plan of an employer with twenty (20) or more employees, either based on your own current employment or the current employment of a spouse, you must use the benefits under that plan first. Similarly, if you have Medicare because of disability and are covered under a group health plan of an employer with one hundred (100) or more employees (or a multiple employer plan that includes an employer of one hundred or more employees) either through your own current employment or that of a family Member, you must use the benefits under that plan first. In such cases, you will only receive benefits not covered by your employer group plan through this Evidence of Coverage. A special rule applies if you have or develop End Stage Renal Disease (ESRD). If you have (or develop) ESRD and are covered under an employer group plan, you must use the benefits of that plan for the first thirty (30) months after becoming eligible for Medicare because of ESRD. Medicare is the primary payer after this coordination period. (However, if your employer group plan coverage was secondary to Medicare when you developed ESRD because it was not based on current employment as described above, Medicare continues to be primary payer.)

A Member shall not be entitled to obtain double recovery for medical, hospital or other health services provided to the Member.

Coordination of benefits protects you from higher plan premiums. The end result is more affordable health care.

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## **SECTION 4      Third-Party Liability**

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Medicare law gives the Plan the right to recover payments from certain “third party” insurance companies (described below) or from you if you were paid by one of those companies. Because of this, the Plan may ask you for information about other insurance you may have. If you have other insurance, you can help the Plan obtain payment from the other insurer by promptly providing the information the Plan requests.

The following procedures apply if the Plan pays or incurs costs or expenses for covered services provided to you for injuries, illnesses or conditions for which you have a legal claim against a third party, employer or insurer. If you recover or are owed any money from such a person, the Plan has the right to recover the full amount of the benefits that the Plan paid, up to, but not more than, the amount that you recovered or are owed by that person.

### **Right of Subrogation**

If the Plan pays or incurs costs or expenses for services provided to you for injuries, illness or conditions that you have a legal claim against a third party, employer or insurer, then the Plan will become the owner of all rights, claims, remedies and security existing on your behalf against such third party, employer or insurer up to the costs or expenses paid or incurred, or that in the future may be paid or incurred, by the Plan on your behalf to the extent allowed by law, with full power and authority to enforce such claim in the name of the Plan. For the purposes of this section, “third party” means any person or entity, including, but not limited to, a member other than the member to whom the Plan is subrogated.

If the Plan enforces recovery of these amounts from such third party, employer or insurer, or to obtain information about your claims against such third party, employer or insurer, you must cooperate with the Plan in the:

- securing and giving of evidence as shall be reasonable or necessary in connection with recovery efforts, including attending depositions, hearings and trials,
- furnishing of information and documents, and
- assisting in the securing of other witnesses in the conduct of administrative or legal proceedings.

If the Plan is unsuccessful in obtaining recovery against such third party, employer or insurer because of your failure to cooperate with the Plan, you will be liable for all costs and expenses incurred by the Plan for such injuries, illness or condition.

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### **Reimbursement of Proceeds**

If you recover or are paid any money or property from a third party, employer or insurer, for payment of any claim or judgment for injury, illness or condition caused by the third party or employer, you must hold this payment in trust for the benefit of and promptly pay the Plan up to the costs or expenses paid or incurred, or that in the future may be paid or incurred, by the Plan for covered services related to such injury, illness or condition. You agree that such monies, proceeds or property shall be paid over to the Plan regardless of whether the money, property or proceeds are specifically designated or allocated for a particular type of injury or claim, regardless of whether you were or were not fully compensated for all losses or damages suffered in connection with such injury, illness or condition, and regardless of whether the money, proceeds or property were paid or recovered in connection with a lawsuit, in settlement of a claim or lawsuit or otherwise. The Plan's right of reimbursement shall have first priority over any claim to be fully compensated for losses or damages suffered in connection with such injury, illness or condition. The Plan's right of reimbursement will also have first priority over any claim you make to be fully or partially compensated for your efforts to secure money, proceeds or property used to satisfy, in whole or in part, the Plan's right of reimbursement.

### **Settlement of Third-Party Liability Claims**

You shall not, without prior written consent of the Plan, grant any type of release to or enter into any settlement with any third party, employer or insurer of any claim for damages resulting from injuries, illness or condition for which the Plan paid or incurred, or in the future may pay or incur, costs or expenses for covered services provided to you and for which you have a legal claim against such third party, employer or insurer. If you grant such a release or enter into such settlement without the Plan's prior written consent, the Plan may, at its option, refuse to provide benefits related to such injury, illness or condition. In addition, if you grant such a release or enter into such settlement without the Plan's prior written consent, the Plan may recover from you any amounts paid to you for such claims up to all amounts paid or incurred, or that in the future may be paid or incurred, by the Plan for covered services related to such injury, illness or condition. All amounts received or to be received by you for or on account of medical, hospital or other health services you may need in the future for such injury, illness or condition will be placed in trust at a financial institution designated by the Plan for payment of such services.

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## **SECTION 5 Confidentiality and Release of Information**

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Information from your medical records and information from providers or hospitals shall be kept confidential. It will not be shared with anyone without your written consent, except as provided below and as expressly allowed or permitted by applicable state and federal laws or requirements (including review programs to achieve quality medical care and efforts to combat fraud and abuse).

By enrolling in the Plan, you authorize the Plan to obtain and review all medical records, hospital records, medical reports or other documents or information relating to covered services provided to you under this Evidence of Coverage. You must sign a consent for release of such records and information to the Plan at the time covered services are provided to you if required by the Plan or the provider of such covered services. You shall promptly sign a consent for release of such information to the Plan upon request of the Plan if the Plan believes that such additional written consent is necessary. You authorize the Plan to copy and deliver copies of all such records to any contracting provider providing covered services to you. You authorize the Plan to release such records and information for the purposes of administration of this Evidence of Coverage. The Plan shall keep such information confidential and will not disclose the same without your consent except as is necessary in connection with administration of this Evidence of Coverage, or for use in medical research and education without your identification information.

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## **SECTION 6      General Provisions**

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### **Member Non-Liability**

In the event the Plan fails to reimburse a contracting provider's charges for covered services or in the event that the Plan fails to pay a non-contracting provider for prior authorized services, you shall not be liable for any sums owed by the Plan.

However, if you receive services from non-contracting providers without prior authorization, except for emergency services, or urgent care services, the Plan will not pay for those services. Original Medicare will pay for Medicare covered services and you will be responsible for coinsurance and deductibles under Original Medicare.

### **The Plan's Contracting Arrangements**

The relationship between the Plan and contracting providers and other providers shall be one of independent contractors. Contracting providers and other providers are not the agents or employees of the Plan, nor is the Plan or any employee of the Plan the employee or agent of any contracting provider or other provider. The Plan is not an insurer against, nor liable for, the negligence or other wrongful act or omission of any contracting provider or other provider, their employees or other person or agency, or for any act or omission of any Member. Any contracting provider or other provider, their employees or agents, are solely responsible for covered services provided to Members. All Members acknowledge that the Plan is not authorized to, and does not, practice medicine.

In order to obtain quality service in an efficient manner, the Plan pays its contracting providers using various payment methods, including capitation, per diem, incentive and discounted fee-for-service arrangements. Capitation means paying a fixed dollar amount per month for each Member assigned to the provider. Per diem means paying a fixed dollar amount per day for all services rendered. Incentive means a payment that is based on appropriate medical management by the Provider. Discounted fee-for-service means paying the provider's usual, customary and regular fee discounted by an agreed-to percentage.

You are entitled to ask if the Plan has special financial arrangements with our physicians that can affect the use of referrals and other services that you might need. To get this information, call the Plan's Customer Service at the telephone number listed on the cover of this booklet and request information about the Plan's physician payment arrangements.

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## **Chapter 10. Definitions of important words**

**Appeal** – An appeal is something you do if you disagree with a decision to deny a request for health care services or payment for services you already received. You may also make an appeal if you disagree with a decision to stop services that you are receiving. For example, you may ask for an appeal if our Plan doesn't pay for an item or service you think you should be able to receive. Chapter 7 explains appeals, including the process involved in making an appeal.

**Benefit Period** – For both our Plan and Original Medicare, a benefit period is used to determine coverage for inpatient stays in hospitals and skilled nursing facilities. A benefit period begins on the first day you go to a Medicare-covered inpatient hospital or a skilled nursing facility. The benefit period ends when you haven't been an inpatient at any hospital or SNF for 60 days in a row. If you go to the hospital (or SNF) after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods you can have.

The type of care that is covered depends on whether you are considered an inpatient for hospital and SNF stays. You must be admitted to the hospital as an inpatient, not just under observation. You are an inpatient in a SNF only if your care in the SNF meets certain standards for skilled level of care. Specifically, in order to be an inpatient in a SNF, you must need daily skilled-nursing or skilled-rehabilitation care, or both.

**Centers for Medicare & Medicaid Services (CMS)** – The Federal agency that runs Medicare. Chapter 2 explains how to contact CMS.

**Comprehensive Outpatient Rehabilitation Facility (CORF)** – A facility that mainly provides rehabilitation services after an illness or injury, and provides a variety of services including physician's services, physical therapy, social or psychological services, and outpatient rehabilitation.

**Cost-sharing** – Cost-sharing refers to amounts that a member has to pay when services are received. It includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services are covered; (2) any fixed "copayment" amounts that a plan may require be paid when specific services are received; or (3) any "coinsurance" amount that must be paid as a percentage of the total amount paid for a service.

**Coverage Determination** – A decision about whether a medical service is covered by the plan and the amount, if any, you are required to pay for the service. You need to call or write to your plan to ask for a formal decision about the coverage if you disagree.

**Covered Services** – The general term we use to mean all of the health care services and supplies that are covered by our Plan.

**Custodial Care** – Care for personal needs rather than medically necessary needs. Custodial care is care that can be provided by people who don't have professional skills or training. This care includes help with walking, dressing, bathing, eating, preparation of special diets, and taking medication. Medicare does not cover custodial care unless it is provided as other care you are getting in addition to daily skilled nursing care and/or skilled rehabilitation services.

**Customer Service** – A department within our Plan responsible for answering your questions about your membership, benefits, grievances, and appeals. See Chapter 2 for information about how to contact Customer Service.

**Deductible** – The amount you must pay before our plan begins to pay its share of your covered medical services.

**Disenroll or Disenrollment** – The process of ending your membership in our Plan. Disenrollment may be voluntary (your own choice) or involuntary (not your own choice).

**Durable Medical Equipment** – Certain medical equipment that is ordered by your doctor for use in the home. Examples are walkers, wheelchairs, or hospital beds.

**Emergency Care** – Covered services that are: 1) rendered by a provider qualified to furnish emergency services; and 2) needed to 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.

**Grievance** - A type of complaint you make about us or one of our network providers including a complaint concerning the quality of your care. This type of complaint does not involve coverage or payment disputes.

**Home Health Aide** – A home health aide provides services that don't need the skills of a licensed nurse or therapist, such as help with personal care (e.g., bathing, using the toilet, dressing, or carrying out the prescribed exercises). Home health aides do not have a nursing license or provide therapy.

**Medically Necessary** – Services or supplies that are proper and needed for the diagnosis or treatment of your medical condition; are used for the diagnosis, direct care, and treatment of your medical condition; meet the standards of good medical practice in the local community; and are not mainly for your convenience or that of your doctor.

**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 (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 (Hospital) and Part B (Medical) benefits. A MA plan offers a specific set of health benefits at the same premium and level of cost-sharing to all people with Medicare who live in the service area covered by the plan. Medicare Advantage Organizations can offer one or more Medicare Advantage plan in the same service area. A Medicare Advantage plan can be an HMO, PPO, a Private Fee-for-Service (PFFS) plan, or a Medicare Medical Savings Account (MSA) plan. In most cases, Medicare Advantage plans also offer Medicare Part D (prescription coverage). These plans are called **Medicare Advantage Plans with Prescription Drug Coverage**. Everyone who has Medicare Part A and Part B is eligible to join any Medicare Health Plan that is offered in their area, except people with End-Stage Renal Disease (unless certain exceptions apply).

**Medicare Cost Plan** – Cost plan means 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.

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

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

**Network Provider** – “Provider” is the general term we use for doctors, other health care professionals, hospitals, and other health care facilities that are licensed or certified by Medicare and by the State to provide health care services. We call them “**network providers**” when they have an agreement with our Plan to accept our payment as payment in full, and in some cases to coordinate as well as provide covered services to members of our Plan. Our Plan pays network providers based on the agreements it has with the providers or if the providers agree to provide you with plan-covered services. Network providers may also be referred to as “plan providers.”

**Organization Determination** – The Medicare Advantage organization has made an organization determination when it, or one of its providers, makes a decision about whether services are covered or how much you have to pay for covered services

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

**Out-of-network Provider or Out-of-network Facility** – A provider or facility with which we have not arranged to coordinate or provide covered services to members of our Plan. Out-of-network providers are providers that are not employed, owned, or operated by our Plan or are not under contract to deliver covered services to you. Using out-of-network providers or facilities is explained in this booklet in Chapter 3.

**Part C** – see “**Medicare Advantage (MA) Plan**”.

**Primary Care Provider (PCP)** – A health care professional you select to coordinate your health care. Your PCP is responsible for providing or authorizing covered services while you are a plan member. Chapter 3 tells more about PCPs.

**Preferred Provider Organization Plan** – A Preferred Provider Organization plan is an MA plan that has a network of contracted providers that have agreed to treat plan members for a specified payment amount. A PPO plan must cover all plan benefits whether they are received from network or out-of-network providers. Member cost-sharing will generally be higher when plan benefits are received from out-of-network providers.

**Quality Improvement Organization (QIO)** – Groups of practicing doctors and other health care experts that are paid by the Federal government to check and improve the care given to Medicare patients. They must review your complaints about the quality of care given by Medicare Providers. See Chapter 2 for information about how to contact the QIO in your state and Chapter 7 for information about making complaints to the QIO.

**Rehabilitation Services** – These services include physical therapy, speech and language therapy, and occupational therapy.

**Service Area** – “Service area” is the geographic area approved by the Centers for Medicare & Medicaid Services (CMS) within which an eligible individual may enroll in a certain plan, and in the case of network plans, where a network must be available to provide services.

**Urgently Needed Care** – Urgently needed care is a non-emergency situation when you need medical care right away because of an illness, injury, or condition that you did not expect or anticipate, but your health is not in serious danger. Because of the situation, it isn’t reasonable for you to obtain medical care from a network provider. Medicare cost plans only cover urgently needed care if it is delivered by non-network providers and you are temporarily out of the service area.