

# EVIDENCE OF COVERAGE

*A complete explanation of your plan*

*For University of California Medicare Retirees Effective 1/1/2018*

*Health Net Seniority Plus (Employer HMO)  
2018 Plan Year*

**Important benefit information – please read**



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*(Plan CUZ)*  
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## Schedule changes in 2018

This page is not an official statement of benefits. Your benefits are described in detail in the *Evidence of Coverage*. We have also edited and clarified language throughout the *Evidence of Coverage* in addition to the items listed below.

### Changes to this Plan:

- **Behavioral Health**-Select Sutter Medical Groups will no longer provide behavioral health services for members enrolled in the following five medical groups:
  - PAMF – Camino Site
  - Palo Alto Medical Foundation
  - Sutter Independent Physicians
  - Sutter Medical Group (Sacramento/Placer Division)
  - Sutter Medical Group (Yolo Division)

Behavioral health services will be obtained through Managed Health Network (MHN) for 2018

### **Note:**

Once you enroll in Medicare, your behavioral health provider network will be different and you will need to obtain new authorizations/self-referrals to behavioral health providers. Please review your Health Net ID card for the appropriate phone number for Mental Health and Substance Abuse

# University of California Eligibility, Enrollment, Termination and Plan Administration Requirements

The University establishes its own (Medical, Dental, Vision, AD&D, and Legal) plan eligibility, enrollment and termination criteria based on the University of California Group Insurance Regulations and any corresponding Administrative Supplements.

## **Employees**

Information pertaining to your eligibility, enrollment, cancellation or termination of coverage and conversion options can be found in the "Group Insurance Eligibility Fact Sheet for Employees and Eligible Family Members " A copy of this fact sheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

## **Retirees**

Information pertaining to your eligibility, enrollment, cancellation or termination of coverage and conversion options can be found in the "Group Insurance Eligibility Fact Sheet for Retirees and Eligible Family Members" A copy of this fact sheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

## **Evidence of Coverage:**

### **Your Medicare Health Benefits and Services and Prescription Drug Coverage as a Member of Health Net Seniority Plus (Employer HMO)**

This booklet gives you the details about your Medicare health care and prescription drug coverage for your 2018 benefit period. It explains how to get coverage for the health care services and prescription drugs you need. **This is an important legal document. Please keep it in a safe place.**

This plan, Health Net Seniority Plus (Employer HMO), is offered by Health Net of California, Inc. (When this *Evidence of Coverage* says “we,” “us,” or “our,” it means Health Net of California, Inc. When it says “plan” or “our plan,” it means Health Net Seniority Plus (Employer HMO).)

Health Net of California, Inc. has a contract with Medicare to offer HMO plans. Enrollment in a Health Net Medicare Advantage plan depends on the renewal of these contracts.

This document is available for free in Chinese & Spanish.

Please contact our Member Services number at 1-800-539-4072 for additional information. (TTY users should call 711). From October 1 to February 14, you can call us 7 days a week from 8 a.m. to 8 p.m. From February 15 to September 30, you can call us Monday through Friday from 8 a.m. to 8 p.m. A messaging system is used after hours, weekends, and on federal holidays.

This information is also available in a different format, including large print, audio and in non-English formats. Please call Member Services at the number printed on the back cover of this booklet if you need plan information in another format.

Benefits, premium, deductible, and/or copayments/coinsurance may change for the 2019 plan year. The formulary, pharmacy network, and/or provider network may change at any time. You will receive notice when necessary.

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## GETTING STARTED AS A MEMBER

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### Introduction

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**You are enrolled in Health Net Seniority Plus (Employer HMO), which is a Medicare HMO**

You are covered by Medicare, and you have chosen to get your Medicare health care and your prescription drug coverage through our plan, Health Net Seniority Plus (Employer HMO).

There are different types of Medicare health plans. Health Net Seniority Plus (Employer HMO) is a Medicare Advantage HMO Plan (HMO stands for Health Maintenance Organization) approved by Medicare and run by a private company.

**What is the *Evidence of Coverage* booklet about?**

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

The words “coverage” and “covered services” refer to the medical care and services and the prescription drugs available to you as a member of Health Net Seniority Plus (Employer HMO).

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

If you are confused or concerned or just have a question, please contact our plan’s Member Services (phone numbers are printed on the back cover of this booklet).

**Legal information about the *Evidence of Coverage***

**It’s part of our contract with you**

This *Evidence of Coverage* is part of our contract with your employer or retiree group about how we cover your care. Other parts of this contract include your enrollment form, the *List of Covered Drugs (Formulary)*, and any notices you receive from us about changes to your coverage or conditions that affect your coverage. These notices are sometimes called “riders” or “amendments.”

The contract is in effect for months in which you are enrolled in Health Net Seniority Plus (Employer HMO).

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Each plan year, Medicare allows us to make changes to the plans that we offer. This means we can change the costs and benefits of Health Net Seniority Plus (Employer HMO) at the end of each plan year. We can also choose to stop offering the plan, or to offer it in a different service area at the end of each plan year.

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

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

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

### **Your eligibility requirements**

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

- You have both Medicare Part A and Medicare Part B (section “What are Medicare Part A and Medicare Part B?” tells you about Medicare Part A and Medicare Part B)
- -- *and* -- you live in our geographic service area (see the “Here is the plan service area for our plan” portion below for the description of our service area).
- -- *and* -- you are a United States citizen or are lawfully present in the United States
- -- *and* -- you do not have End-Stage Renal Disease (ESRD), with limited exceptions, such as if you develop ESRD when you are already a member of a plan that we offer, or you were a member of a different plan that was terminated.
- -- *and* -- you meet any additional eligibility requirements of your employer's or union's benefit administrator.

**If you currently pay a premium for Medicare Part A and/or Medicare Part B, you must continue to pay your premium in order to keep your Medicare Part A and/or Medicare Part B and to remain a member of this plan.**

For additional information, see: “University of California - Eligibility, Enrollment, Termination and Plan Administration Provisions” section.

### **What are Medicare Part A and Medicare Part B?**

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

- Medicare Part A generally helps cover services provided by hospitals (for inpatient services, skilled nursing facilities or home health agencies).



- Medicare Part B is for most other medical services (such as physician's services and other outpatient services) and certain items (such as durable medical equipment (DME) and supplies).

### **Here is the plan service area for our plan**

Although Medicare is a Federal program, our plan is available only to individuals who live in our plan service area. To remain a member of our plan, you must continue to reside in the plan service area. The service area is described below.

Our service area includes these counties in California:

Alameda County

Contra Costa County

Fresno County

Kern County

Los Angeles County

Orange County

Placer County

Riverside County

Sacramento County

San Bernardino County

San Diego County

San Francisco County

San Joaquin County

San Mateo County

Santa Barbara, the following ZIP codes only: 93013, 93014, 93067, 93101, 93102, 93103, 93105, 93106, 93107, 93108, 93109, 93110, 93111, 93116, 93117, 93118, 93120, 93121, 93130, 93140, 93150, 93160, 93190, 93199, 93252, 93427, 93436, 93437, 93438, 93440, 93441, 93460, 93463, 93464.

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Santa Clara County

Santa Cruz County

Solano County

Sonoma County

Stanislaus County

Tulare County

Yolo County

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

It is also important that you call Social Security if you move or change your mailing address. You can find phone numbers and contact information for Social Security in the “Important phone numbers and resources” section of this booklet.


### **U.S. Citizen or Lawful Presence**

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

## What other materials will you get from us?

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

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

 <p><b>MEMBER INFORMATION</b> Name: &lt;First Last&gt; Member ID#: &lt;XXXXXXXX-XX&gt; Issuer ID: &lt;(80840)&gt; &lt;9151014609&gt;</p> <p><b>PROVIDER INFORMATION</b> PPG Name: &lt;&gt; PPG Phone: &lt;&gt; PCP Name: &lt;&gt; PCP Phone: &lt;&gt; PCP Office Visit: &lt;SXX&gt;</p>	<p>HMO CMS#: &lt;XXXXX-XXX&gt; Effective: &lt;MM-DD-YYYY&gt;</p> <p><b>PHARMACY INFORMATION</b> <b>MedicareRx</b> Prescription Drug Coverage</p> <p>Rx Claims Processor: &lt;CVS Caremark&gt; RXBIN: &lt;XXXXXX&gt; RXPCN: &lt;XXXXXX&gt; RXGRP: &lt;XXXXXX&gt;</p>	<p><b>FOR MEMBERS</b> Member Services: &lt;X-XXX-XXX-XXXX&gt; &lt;(TTY: XXX)&gt; Mental Health Benefits: &lt;X-XXX-XXX-XXXX&gt; &lt;(TTY: X-XXX-XXX-XXXX)&gt; 24-hr Nurse Advice: &lt;X-XXX-XXX-XXXX&gt; &lt;(TTY: 711)&gt; ca.healthnetadvantage.com</p> <p><b>FOR PROVIDERS</b> For eligibility, prior authorization or case management referrals: &lt;X-XXX-XXX-XXXX&gt; Pharmacy prior auth: &lt;X-XXX-XXX-XXXX&gt; For help: (PHARMACY USE ONLY) &lt;X-XXX-XXX-XXXX&gt;</p> <p><b>MEDICAL CLAIMS</b> EDI Payor ID: 95567 Health Net - Attn: Claims P.O. Box 9030, Farmington, MO 63640-9030</p>	<p><b>FOR EMERGENCIES</b> Dial 911 or go to the nearest Emergency Room (ER).</p> <p><b>Submit Part D Drug Claims to:</b> Health Net - Attn: Pharmacy Claims P.O. Box 419069 Rancho Cordova, CA 95741-9069</p>
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As long as you are a member of our plan, **you must not use your red, white, and blue Medicare card** to get covered medical services (with the exception of routine clinical research studies and hospice services). Keep your red, white, and blue Medicare card in a safe place in case you need it later.

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

If your plan membership card is damaged, lost, or stolen, call Member Services right away and we will send you a new card. (Phone numbers for Member Services are printed on the back cover of this booklet.)

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

The *Provider 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. The most recent list of providers is available on our website at <https://www.healthnet.com/uc>

### **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. In addition, you may be limited to providers within your Primary Care Provider's (PCP's) and/or Medical Group's network. This means that the PCP and/or Medical Group that you choose may determine the specialists and hospitals you can use. See the “Using the plan's coverage for your medical services” section of this booklet for more information about choosing a PCP. The only exceptions are emergencies, urgently needed services when the network is not available (generally, when you are out of the area), out-of-area dialysis services, and cases in which our plan authorizes use of out-of-network providers. See the “Using the plan's coverage for your medical services” section of this booklet 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 Member Services (phone numbers are printed on the back cover of this booklet). You may ask Member Services for more information about our network providers, including their qualifications. You can also see the *Provider Directory* at <https://www.healthnet.com/uc>, or download it from this website. Both Member Services and the website can give you the most up-to-date information about changes in our network providers.

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## **The *Pharmacy Directory*: Your guide to pharmacies in our network**

### **What are “network pharmacies”?**

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

### **Why do you need to know about network pharmacies?**

You can use the *Pharmacy Directory* to find the network pharmacy you want to use. There are changes to our network of pharmacies for next year. An updated Pharmacy Directory is located on our website at <https://www.healthnet.com/uc>. You may also call Member Services for updated provider information or to ask us to mail you a Pharmacy Directory. **Please review the 2018 Pharmacy Directory to see which pharmacies are in our network.**

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

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

The plan has a *List of Covered Drugs (Formulary)*. We call it the "Drug List" for short. It tells which prescription drugs are covered under the Part D benefit included in our plan. It also tells which non-Part D prescription drugs are covered in our plan. The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list must meet requirements set by Medicare. Medicare has approved the Health Net Seniority Plus (Employer HMO) Drug List.

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

We will send you a copy of the Drug List each year. To get the most complete and current information about which drugs are covered, you can visit the plan's website (<https://www.healthnet.com/uc>) or call Member Services (phone numbers are printed on the back cover of this booklet).

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

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

The *Part D Explanation of Benefits* tells you the total amount you, or others on your behalf, have spent on your Part D prescription drugs and the total amount we have paid for each of your Part D prescription drugs during the month. See the "What you pay for your prescription drugs" section of this booklet, which gives more information about the *Part D Explanation of Benefits* and how it can help you keep track of your Part D drug coverage.

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

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## **Your monthly premium for your plan**

### **How much is your plan premium?**

Your coverage is provided through contract with your current employer or former employer or union. Please contact the employer's or union's benefits administrator for information about your plan premium. In addition, you must continue to pay your Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

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

The “Extra Help” program helps people with limited resources pay for their drugs. See the “Important phone numbers and resources” section of this booklet, which tells more about this program. If you qualify, enrolling in the program might lower your monthly plan premium.

If you are already enrolled and getting help from this program, **the information about premiums in this *Evidence of Coverage* may not apply to you.** We send you a separate insert, called the “Evidence of Coverage Rider for People Who Get “Extra Help” Paying for Part D Prescription Drugs” (also known as the "Low Income Subsidy Rider" or the "LIS Rider"), which tells you about your drug coverage. If you don't receive this document, please call Member Services and ask for the LIS Rider. Phone numbers for Member Services are printed on the back cover of this booklet.

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

In some situations, your plan premium could be more than the amount communicated to you by your employer or retiree group. This situation is described below.

- Some members are required to pay a Part D **late enrollment penalty** because they did not join a Medicare drug plan when they first became eligible or because they had a continuous period of 63 days or more when they didn't have “creditable” prescription drug coverage. (“Creditable” means the drug coverage is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage). For these members, the Part D late enrollment penalty is billed separately from the plan's monthly premium.
  - If you are required to pay the Part D late enrollment penalty, the amount of your penalty depends on how long you waited before you enrolled in drug coverage or how many months you were without drug coverage after you became eligible. See the “Do you have to pay the Part D ‘late enrollment penalty?’” portion of the “Getting started as a member” section of this booklet, which explains the late enrollment penalty.

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## **Do you have to pay the Part D “late enrollment penalty”?**

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<b>What is the Part D “late enrollment penalty”?</b>
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**Note:** If you receive “Extra Help” from Medicare to pay for your prescription drugs, you will not pay a late enrollment penalty.

The Part D late enrollment penalty is an amount that is added to your Part D premium. You may owe a Part D late enrollment penalty if at any time after your initial enrollment period is over, there is a period of 63 days or more in a row when you did not have Part D or other creditable

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prescription drug coverage. “Creditable prescription drug coverage” is coverage that meets Medicare’s minimum standards since it is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage. The amount of the penalty depends on how long you waited to enroll in a credible prescription drug coverage plan any time after the end of your initial enrollment period or how many full calendar months you went without credible prescription drug coverage. You will have to pay this penalty for as long as you have Part D coverage.

The Part D late enrollment penalty is added to your monthly premium. When you first enroll in our plan, we let you know the amount of the penalty.

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

### **How much is the Part D late enrollment penalty?**

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

- First count the number of full months that you delayed enrolling in a Medicare drug plan, after you were eligible to enroll. Or count the number of full months in which you did not have credible prescription drug coverage, if the break in coverage was 63 days or more. The penalty is 1% for every month that you didn’t have credible coverage. For our example, if you go 14 months without coverage, the penalty will be 14%.
- Then Medicare determines the amount of the average monthly premium for Medicare drug plans in the nation from the previous year. For 2018, this average premium amount is \$35.02.
- To calculate your monthly penalty, you multiply the penalty percentage and the average monthly premium and then round it to the nearest 10 cents. In the example here it would be 14% times \$35.02 which equals \$4.90. This rounds to \$4.90. This amount would be added **to the monthly premium for someone with a Part D late enrollment penalty.**

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

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



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

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

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

- If you already have prescription drug coverage that is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage. Medicare calls this “**creditable drug coverage.**” Please note:
  - Creditable coverage could include drug coverage from a former employer or union, TRICARE, or the Department of Veterans Affairs. Your insurer or your human resources department will tell you each year if your drug coverage is creditable coverage. This information may be sent to you in a letter or included in a newsletter from the plan. Keep this information, because you may need it if you join a Medicare drug plan later.
    - Please note: If you receive a “certificate of creditable coverage” when your health coverage ends, it may not mean the prescription drug coverage was creditable coverage. The notice must state that you had “creditable” prescription drug coverage that expected to pay as much as Medicare’s standard prescription drug plan pays.
  - The following are *not* creditable prescription drug coverage: prescription drug discount cards, free clinics, and drug discount websites.
  - For additional information about creditable coverage, please look in your *Medicare & You* 2018 handbook or call Medicare at 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.
- If you were without creditable coverage, but you were without it for less than 63 days in a row.
- If you are receiving “Extra Help” from Medicare.

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

If you disagree about your Part D late enrollment penalty, you or your representative can ask for a review of the decision about your late enrollment penalty. Generally, you must request this review **within 60 days** from the date on the letter you receive stating you have to pay a late enrollment penalty. Call Member Services to find out more about how to do this (phone numbers are printed on the back cover of this booklet).



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

### Who pays an extra Part D amount because of income?

Most people pay a standard monthly Part D premium. However, some people pay an extra amount because of their yearly income. If your income is greater than \$85,000 for an individual (or married individuals filing separately) or greater than \$170,000 for married couples, you must pay an extra amount directly to the government for your Medicare Part D coverage.

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

### How much is the extra Part D amount?

If your modified adjusted gross income (MAGI) as reported on your IRS tax return is above a certain amount, you will pay an extra amount in addition to your monthly plan premium.

The chart below shows the extra amount based on your income.

If you filed an individual tax return and your income in 2016 was:	If you were married but filed a separate tax return and your income in 2016 was:	If you filed a joint tax return and your income in 2016 was:	This is the monthly cost of your extra Part D amount (to be paid in addition to your plan premium)
Equal to or less than \$85,000	Equal to or less than \$85,000	Equal to or less than \$170,000	\$0
Greater than \$85,000 and less than or equal to \$107,000		Greater than \$170,000 and less than or equal to \$214,000	\$13.00
Greater than \$107,000 and less than or equal to \$133,500		Greater than \$214,000 and less than or equal to \$267,000	\$33.60

Greater than \$133,500 and less than or equal to \$160,000		Greater than \$267,000 and less than or equal to \$320,000	\$54.20
Greater than \$160,000	Greater than \$85,000	Greater than \$320,000	\$74.80

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

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

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

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

## More information about your monthly premium

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

Many members are required to pay other Medicare premiums. As explained in the “What makes you eligible to be a plan member?” portion above, in order to be eligible for our plan, you must maintain your eligibility for Medicare Parts A and B. For that reason, some plan members (those who aren't eligible for premium-free Part A) pay a premium for Medicare Part A. And most plan members pay a premium for Medicare Part B. **You must continue paying your Medicare premiums to remain a member of the plan.**

Some people pay an extra amount for Part D because of their yearly income. This is known as Income Related Monthly Adjustment Amounts, also known as IRMAA. If your income is greater than \$85,000 for an individual (or married individuals filing separately) or greater than \$170,000 for married couples, **you must pay an extra amount directly to the government (not the Medicare plan)** for your Medicare Part D coverage.

- **If you are required to pay the extra amount and you do not pay it, you will be disenrolled from the plan and lose prescription drug coverage.**
- If you have to pay an extra amount, Social Security, **not your Medicare plan**, will send you a letter telling you what that extra amount will be.
- For more information about Part D premiums based on income, go to the “Do you have to pay an extra Part D amount because of your income?” portion of the “Getting started as a member” section in this booklet. You can also visit

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<https://www.medicare.gov> on the Web or call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. Or you may call Social Security at 1-800-772-1213. TTY users should call 1-800-325-0778.

Your copy of *Medicare & You 2018* tells about the Medicare premiums in the section called “2018 Medicare Costs.” This explains how the Medicare Part B and Part D premiums differ for people with different incomes. Everyone with Medicare receives a copy of *Medicare & You* each year in the fall. Those new to Medicare receive it within a month after first signing up. You can also download a copy of *Medicare & You 2018* from the Medicare website (<https://www.medicare.gov>). Or, you can order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

### **Can your monthly plan premium change during the year?**

In some cases, the part of the premium that you have to pay can change during the year. This happens if you become eligible for the “Extra Help” program or if you lose your eligibility for the “Extra Help” program during the year. If a member qualifies for “Extra Help” with their prescription drug costs, the “Extra Help” program will pay all or part of the member’s monthly plan premium. If Medicare pays only a portion of this premium, we will bill you for the amount Medicare doesn’t cover. A member who loses their eligibility during the year will need to start paying their full monthly premium. You can find out more about the “Extra Help” program in the “Important phone numbers and resources” section under the “Information about programs to help people pay for their Part D prescription drugs” portion of this booklet.

In addition, in some cases, you may need to start paying or may be able to stop paying a late enrollment penalty. (The late enrollment penalty may apply if you had a continuous period of 63 days or more when you didn’t have “creditable” prescription drug coverage.) This could happen if you become eligible for the “Extra Help” program or if you lose your eligibility for the “Extra Help” program during the year:

- If you currently pay the Part D late enrollment penalty and become eligible for “Extra Help” during the year, you would be able to stop paying your penalty.
- If you ever lose your low income subsidy (“Extra Help”), you would be subject to the monthly Part D late enrollment penalty if you have ever gone without creditable prescription drug coverage for 63 days or more.

You can find out more about the “Extra Help” program in the “Important phone numbers and resources,” section under the “Information about programs to help people pay for their Part D prescription drugs” portion of this booklet.

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

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

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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 and Medical Group. For a description of these types of providers, see the “Definitions of important words” section of this booklet.

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

**Call Member Services to let us know about these changes or contact the UC Retirement Administration Service Center at 1-800-888-8267 to make name, address or phone number changes.**

#### **Let us know about these changes:**

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

If any of this information changes, please let us know by calling Member Services (phone numbers are printed on the back cover of this booklet).

It is also important to contact Social Security if you move or change your mailing address. You can find phone numbers and contact information for Social Security in the “Important phone numbers and resources” section of this booklet.

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

Medicare requires that we collect information from you about any other medical or drug insurance coverage that you have. That’s because we must coordinate any other coverage you have with your benefits under our plan. (For more information about how our coverage works when you have other insurance, see the “How other insurance works with our plan” portion of this section.)

Once each year, we will send you a letter that lists any other medical or drug insurance coverage that we know about. Please read over this information carefully. If it is correct, you don’t need to

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do anything. If the information is incorrect, or if you have other coverage that is not listed, please call Member Services (phone numbers are printed on the back cover of this booklet).

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## **We protect the privacy of your personal health information**

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### **We make sure that your health information is protected**

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

For more information about how we protect your personal health information, please go to the “We must protect the privacy of your personal health information” portion in the “Your rights and responsibilities” section of this booklet.

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

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### **Which plan pays first when you have other insurance?**

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

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

- If you have retiree coverage, Medicare pays first.
- If your group health plan coverage is based on your or a family member’s current employment, who pays first depends on your age, the number of people employed by your employer, and whether you have Medicare based on age, disability, or End-Stage Renal Disease (ESRD):
  - If you’re under 65 and disabled and you or your family member is still working, your group health plan pays first if the employer has 100 or more employees or at least one employer in a multiple employer plan that has more than 100 employees.
  - If you’re over 65 and you or your spouse is still working, your group health plan pays first if the employer has 20 or more employees or at least one employer in a multiple employer plan that has more than 20 employees.
- If you have Medicare because of ESRD, your group health plan will pay first for the first 30 months after you become eligible for Medicare.

These types of coverage usually pay first for services related to each type:

- No-fault insurance (including automobile insurance)
- Liability (including automobile insurance)
- Black lung benefits

- Workers' compensation

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

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

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## IMPORTANT PHONE NUMBERS AND RESOURCES

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### Our plan contacts (how to contact us, including how to reach Member Services at the plan)

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

For assistance with claims, billing or member card questions, please call or write to our plan's Member Services. We will be happy to help you.

Method	Member Services – Contact Information
<b>CALL</b>	<p><b>1-800-539-4072</b></p> <p>Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m., seven days a week.</p> <p>From October 1 through February 14, our plan operates a toll-free call center for both current and prospective members that is staffed seven days a week from 8:00 a.m. to 8:00 p.m. During this time period, current and prospective members are able to speak with a Member Service representative.</p> <p>However, after February 14, our office hours are 8:00 a.m. to 8:00 p.m., Monday through Friday. On weekends and certain holidays, your call will be handled by our automated phone system. When leaving a message, please include your name, phone number and the time that you called, and a representative will return your call no later than one business day after you leave a message.</p> <p>Member Services also has free language interpreter services available for non-English speakers.</p>
<b>TTY</b>	<p><b>711 (National Relay Service)</b></p> <p>This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.</p> <p>Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m., seven days a week.</p>
<b>FAX</b>	1-866-214-1992
<b>WRITE</b>	Health Net Medicare Programs PO Box 10420 Van Nuys, CA 91410-0420
<b>WEBSITE</b>	<a href="https://www.healthnet.com/uc">https://www.healthnet.com/uc</a>

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

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services. For more information on asking for coverage decisions about your medical care, see the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet.

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

<b>Method</b>	<b>Coverage Decisions For Medical Care – Contact Information</b>
<b>CALL</b>	<b>1-800-539-4072</b>  Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m., seven days a week.
<b>TTY</b>	<b>711 (National Relay Service)</b>  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.  Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m., seven days a week.
<b>FAX</b>	<b>1-800-793-4473 or 1-800-672-2135</b>
<b>WRITE</b>	Health Net Medical Management 21281 Burbank Blvd. Woodland Hills, CA 91367
<b>WEBSITE</b>	<a href="https://www.healthnet.com/uc">https://www.healthnet.com/uc</a>

## How to contact us when you are making an appeal about your medical care

An appeal is a formal way of asking us to review and change a coverage decision we have made. For more information on making an appeal about your medical care, see the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet.



<b>Method</b>	<b>Appeals For Medical Care – Contact Information</b>
<b>CALL</b>	<b>1-800-539-4072</b>  Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m., seven days a week.
<b>TTY</b>	<b>711 (National Relay Service)</b>  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.  Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m., seven days a week.
<b>FAX</b>	<b>1-877-713-6189</b>
<b>WRITE</b>	Health Net Seniority Plus (Employer HMO) Medicare Appeals and Grievances Department PO Box 10344 Van Nuys, CA 91410-0344
<b>WEBSITE</b>	<a href="https://www.healthnet.com/uc">https://www.healthnet.com/uc</a>

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

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

<b>Method</b>	<b>Complaints About Medical Care – Contact Information</b>
<b>CALL</b>	<b>1-800-539-4072</b>  Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m., seven days a week.
<b>TTY</b>	<b>711 (National Relay Service)</b>  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.  Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m., seven days a week.
<b>FAX</b>	<b>1-877-713-6189</b>
<b>WRITE</b>	Health Net Seniority Plus (Employer HMO) Medicare Appeals and Grievances Department PO Box 10344 Van Nuys, CA 91410-0344
<b>MEDICARE WEBSITE</b>	You can submit a complaint about our plan directly to Medicare. To submit an online complaint to Medicare go to <a href="http://www.medicare.gov/MedicareComplaintForm/home.aspx">www.medicare.gov/MedicareComplaintForm/home.aspx</a> .

### **How to contact us when you are asking for a coverage decision about your prescription drugs**

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your prescription drugs. For more information on asking for coverage decisions about your prescription drugs, see the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet.

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<b>Method</b>	<b>Coverage Decisions for Part D Prescription Drugs – Contact Information</b>
<b>CALL</b>	<b>1-800-539-4072</b>  Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m., seven days a week.
<b>TTY</b>	<b>711 (National Relay Service)</b>  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.  Calls to this number are free. 8:00 a.m. to 8:00 p.m., seven days a week.
<b>FAX</b>	<b>1-800-977-8226</b>
<b>WRITE</b>	Health Net Attn: Prior Authorization PO Box 419069 Rancho Cordova, CA 95741-9069
<b>WEBSITE</b>	<a href="https://www.healthnet.com/uc">https://www.healthnet.com/uc</a>

### **How to contact us when you are making an appeal about your prescription drugs**

An appeal is a formal way of asking us to review and change a coverage decision we have made. For more information on making an appeal about your Part D prescription drugs, see the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet.

<b>Method</b>	<b>Appeals for Part D Prescription Drugs – Contact Information</b>
<b>CALL</b>	<b>1-800-539-4072</b>  Calls to this number are free. 8:00 a.m. to 8:00 p.m., seven days a week.
<b>TTY</b>	<b>711 (National Relay Service)</b>  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.  Calls to this number are free. 8:00 a.m. to 8:00 p.m., seven days a week.
<b>FAX</b>	<b>1-800-977-1959</b>
<b>WRITE</b>	Seniority Plus Medicare Appeals and Grievances Department PO Box 10450 Van Nuys, CA 91410-0450
<b>WEBSITE</b>	<a href="https://www.healthnet.com/uc">https://www.healthnet.com/uc</a>

### **How to contact us when you are making a complaint about your prescription drugs**

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

<b>Method</b>	<b>Complaints about Part D prescription drugs – Contact Information</b>
<b>CALL</b>	<b>1-800-539-4072</b>  Calls to this number are free. 8:00 a.m. to 8:00 p.m., seven days a week.
<b>TTY</b>	<b>711 (National Relay Service)</b>  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.  Calls to this number are free. 8:00 a.m. to 8:00 p.m., seven days a week.
<b>FAX</b>	<b>1-800-977-1959</b>
<b>WRITE</b>	Seniority Plus Medicare Appeals and Grievances Department PO Box 10450 Van Nuys, CA 91410-0450
<b>MEDICARE WEBSITE</b>	You can submit a complaint about our plan directly to Medicare. To submit an online complaint to Medicare go to <a href="https://www.medicare.gov/MedicareComplaintForm/home.aspx">https://www.medicare.gov/MedicareComplaintForm/home.aspx</a> .

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

For more information on situations in which you may need to ask us for reimbursement or to pay a bill you have received from a provider, see the “How to ask us to pay you back or to pay a bill you have received” portion under “Asking us to pay our share of a bill you have received for covered medical services or drugs” section of this booklet.

**Please note:** If you send us a payment request and we deny any part of your request, you can appeal our decision. See the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet.

<b>Method</b>	<b>Payment Requests – Contact Information</b>
<b>CALL</b>	<b>1-800-539-4072</b>  Calls to this number are free. 8:00 a.m. to 8:00 p.m., seven days a week.
<b>TTY</b>	<b>711 (National Relay Service)</b>  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. 8:00 a.m. to 8:00 p.m., seven days a week.
<b>FAX</b>	<b><u>Pharmacy Claims:</u></b> 1-916-851-9029  <b><u>Medical Claims:</u></b> 1-800-793-4473 or 1-800-672-2135
<b>WRITE</b>	<b><u>Medical Claims:</u></b>  Seniority Plus PO Box 14703 Lexington, KY 40512-4703  <b>Please note, effective 1/1/2018 the Medical Claims address will be changing to:</b>  Seniority Plus P.O. Box 9030 Farmington, MO 63640-9030  <b><u>Pharmacy Claims:</u></b>  Health Net Attn: Pharmacy Claims PO Box 419069 Rancho Cordova, CA 95741-9069
<b>WEBSITE</b>	<a href="https://www.healthnet.com/uc">https://www.healthnet.com/uc</a>

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## 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 organizations including us.

Method	Medicare – Contact Information
<b>CALL</b>	<b>1-800-MEDICARE, or 1-800-633-4227</b>  Calls to this number are free. 24 hours a day, 7 days a week.
<b>TTY</b>	<b>1-877-486-2048</b>  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="https://www.medicare.gov">https://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. You can also find Medicare contacts in your state.  The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools: <ul style="list-style-type: none"><li>• <b>Medicare Eligibility Tool:</b> Provides Medicare eligibility status information.</li><li>• <b>Medicare Plan Finder:</b> Provides personalized information about available Medicare prescription drug plans, Medicare health plans, and Medigap (Medicare Supplement Insurance) policies in your area. These tools provide an <i>estimate</i> of what your out-of-pocket costs might be in different Medicare plans.</li></ul>

You can also use the website to tell Medicare about any complaints you have about our plan:

- **Tell Medicare about your complaint:** You can submit a complaint about our plan directly to Medicare. To submit a complaint to Medicare, go to [www.medicare.gov/MedicareComplaintForm/home.aspx](http://www.medicare.gov/MedicareComplaintForm/home.aspx). Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.
- If you don't have a computer, your local library or senior center may be able to help you visit this website using its computer. Or, you can call Medicare and tell them what information you are looking for. They will find the information on the website, print it out, and send it to you. (You can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)

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### **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 California, the SHIP is called the Health Insurance Counseling and Advocacy Program (HICAP).

HICAP 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.

HICAP 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 HICAP counselors can also help you understand your Medicare plan choices and answer questions about switching plans.



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<b>Method</b>	<b>Health Insurance Counseling and Advocacy Program HICAP (California SHIP) – Contact Information</b>
<b>CALL</b>	<b>1-800-434-0222</b>
<b>TDD/TTY</b>	<b>1-800-735-2929 (CA Relay Service) or 711 (National Relay Service)</b>  These numbers require special telephone equipment and are only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	<u>County specific agencies available at:</u>  <a href="http://www.aging.ca.gov/HICAP/Contact_HICAP/County_List">http://www.aging.ca.gov/HICAP/Contact_HICAP/County_List</a>
<b>WEBSITE</b>	<a href="http://www.aging.ca.gov/hicap">www.aging.ca.gov/hicap</a>

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

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

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

You should contact Livanta in any of these situations:

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

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<b>Method</b>	<b>Livanta (California's Quality Improvement Organization) – Contact Information</b>
<b>CALL</b>	<b>1-877-588-1123</b>  Monday - Friday, 9:00 a.m. - 5:00 p.m., Saturday - Sunday, 11:00 a.m. - 3:00 p.m.
<b>TTY</b>	<b>1-855-887-6668</b>  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	Livanta BFCC-QIO Program, Area 5 9090 Junction Drive, Suite 10 Annapolis Junction, MD 20701
<b>WEBSITE</b>	<a href="http://www.BFCCQIOAREA5.com">www.BFCCQIOAREA5.com</a>

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## **Social Security**

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

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

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

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<b>Method</b>	<b>Social Security – Contact Information</b>
<b>CALL</b>	<b>1-800-772-1213</b>  Calls to this number are free.  Available 7:00 am to 7:00 pm, Monday through Friday.  You can use Social Security's automated telephone services to get recorded information and conduct some business 24 hours a day.
<b>TTY</b>	<b>1-800-325-0778</b>  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="https://www.ssa.gov">https://www.ssa.gov</a>

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## **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.

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

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

To find out more about Medicaid and its programs, contact the Department of Health Care Services.

<b>Method</b>	<b>Department of Health Care Services (California’s Medicaid program) – Contact Information</b>
<b>CALL</b>	<p><b><u>Eligibility</u></b>                      1-800-541-5555 or 1-916-552-9200</p> <p><b><u>Managed Care:</u></b>                      1-916-449-5000 or 1-916-636-1980</p> <p><b><u>DHCS:</u></b>                      1-916-445-4171</p> <p>Monday – Friday, 8:00 a.m. to 5:00 p.m., except holidays</p>
<b>TTY</b>	<p><b>711 (National Relay Service)</b></p> <p>This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.</p>
<b>WRITE</b>	<p><b><u>Managed Care:</u></b>                      Department of Health Care Services                      P.O. Box 997413, MS 4400                      Sacramento, CA 95899-7413</p>
<b>WEBSITE</b>	<p><a href="http://www.medi-cal.ca.gov">www.medi-cal.ca.gov</a></p>

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## Information about programs to help people pay for their Part D prescription drugs

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### Medicare’s “Extra Help” Program

Medicare provides “Extra Help” to pay Part D prescription drug costs for people who have limited income and resources. Resources include your savings and stocks, but not your home or car. If you qualify, you get help paying for any Medicare drug plan’s monthly premium, yearly deductible, and Part D prescription copayments. This “Extra Help” also counts toward your out-of-pocket costs.

People with limited income and resources may qualify for “Extra Help”. Some people automatically qualify for “Extra Help” and don’t need to apply. Medicare mails a letter to people who automatically qualify for “Extra Help”.

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

- 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048, 24 hours a day, 7 days a week;
- The Social Security Office at 1-800-772-1213, between 7:00 am to 7:00 pm, Monday through Friday. TTY users should call 1-800-325-0778 (applications); or
- Your State Medicaid Office (applications). See the “Medicaid” portion of this section for contact information.

If you believe you have qualified for “Extra Help” and you believe that you are paying an incorrect cost-sharing amount when you get your prescription at a pharmacy, our plan has established a process that allows you to either request assistance in obtaining evidence of your proper copayment level, or, if you already have the evidence, to provide this evidence to us.

- Call Member Services at the number printed on the back cover of this booklet and tell the representative that you think you qualify for “Extra Help” (Best Available Evidence). You may be required to provide one of the following types of documentation:
  - A copy of your Medicaid card that includes your name and your eligibility date during a month after June of the previous calendar year;
  - A copy of a state document that confirms your active Medicaid status during a month after June of the previous calendar year;
  - A print out from the State electronic enrollment file showing your Medicaid status during a month after June of the previous calendar year;
  - A screen print from the State's Medicaid systems showing your Medicaid status during a month after June of the previous calendar year;
  - Other documentation provided by the State showing your Medicaid status during a month after June of the previous calendar year; or
  - If you are not deemed eligible, but applied for and are determined to be LIS eligible, a copy of the award letter you received from the Social Security Administration.
  - Supplemental Security Income (SSI) Notice of Award with an effective date of your actual Medicaid status.
- If you are institutionalized, and believe you qualify for zero cost-sharing, call Member Services at the number printed on the back cover of this booklet and tell the representative that you believe you qualify for “Extra Help.” You may be required to provide one of the following types of documentation:
  - A remittance from the facility showing Medicaid payment on your behalf for a full calendar month during a month after June of the previous calendar year;
  - A copy of a state document that confirms Medicaid payment on your behalf to the facility for a full calendar month after June of the previous calendar year; or

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- A screen print from the State’s Medicaid systems showing your institutional status based on at least a full calendar month stay for Medicaid payment purposes during a month after June of the previous calendar year.
  - If you are unable to provide the documentation described above and you believe that you may qualify for “Extra Help,” call Member Services at the number printed on the back cover of this booklet and a representative will assist you.
  - When we receive the evidence showing your copayment level, we will update our system so that you can pay the correct copayment when you get your next prescription at the pharmacy. If you overpay your copayment, we will reimburse you. Either we will forward a check to you in the amount of your overpayment or we will offset future copayments. If the pharmacy hasn’t collected a copayment from you and is carrying your copayment as a debt owed by you, we may make the payment directly to the pharmacy. If a state paid on your behalf, we may make payment directly to the state. Please contact Member Services if you have questions (phone numbers are printed on the back cover of this booklet).

### **Medicare Coverage Gap Discount Program**

The Medicare Coverage Gap Discount Program provides manufacturer discounts on Part D brand name drugs to Part D members who have reached the coverage gap and are not receiving “Extra Help.” For brand name drugs, the 50% discount provided by manufacturers excludes any dispensing fee for costs in the gap. Members pay 35% of the negotiated price and a portion of the dispensing fee for brand name drugs.

If you reach the coverage gap, we will automatically apply the discount when your pharmacy bills you for your prescription and your *Part D Explanation of Benefits* (PART D EOB) will show any discount provided. Both the amount you pay and the amount discounted by the manufacturer count toward your out-of-pocket costs as if you had paid them and move you through the coverage gap. The amount paid by the plan (15%) does not count toward your out-of-pocket costs.

In addition to the Medicare coverage gap discounts described above, your Employer Group or Benefits Administrator also provides additional coverage. This means that with this discount and the additional coverage, you will pay no more than your copayment or coinsurance for your covered Part D drugs as stated in the Initial Coverage Stage. For all other covered Non-Part D Drugs during the Coverage Gap Stage you continue to pay your copayment or coinsurance as stated in the Initial Coverage Stage.

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

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

#### **What is the AIDS Drug Assistance Program (ADAP)?**

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

The California Office of AIDS is your state's ADAP

Note: To be eligible for the ADAP operating in your State, individuals must meet certain criteria, including proof of State residence and HIV status, low income as defined by the State, and uninsured/under-insured status.

If you are currently enrolled in an ADAP, it can continue to provide you with Medicare Part D prescription cost-sharing assistance for drugs on the ADAP formulary. In order to be sure you continue receiving this assistance, please notify your local ADAP enrollment worker of any changes in your Medicare Part D plan name or policy number.

The California Office of AIDS contact information is listed below

<b>Method</b>	<b>California Office of AIDS – Contact Information</b>
<b>CALL</b>	1-844-421-7050  CDPH Office of AIDS: Monday - Friday, 8:00 a.m. to 5:00 p.m.
<b>TTY</b>	711 (National Relay Service)  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	Office of AIDS California Department of Public Health MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426
<b>WEBSITE</b>	<a href="https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OAmain.aspx">https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OAmain.aspx</a>

For information on eligibility criteria, covered drugs, or how to enroll in the program, please call 1-844-421-7050. TTY users can call the National Relay Service phone number, 711 for assistance.

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

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

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

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

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**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.

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



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Method	Railroad Retirement Board – Contact Information
<b>CALL</b>	<b>1-877-772-5772</b>  Calls to this number are free.  Available 9:00 a.m. to 3:30 p.m. Monday, Tuesday, Thursday, and Friday.  Available 9:00 a.m. to 12:00 p.m. on Wednesday.  Please note, any calls after 3:15 p.m. will be automatically routed to voicemail.  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>	<b>1-312-751-4701</b>  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="https://www.rrb.gov">https://www.rrb.gov</a>

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

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

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## USING THE PLAN'S COVERAGE FOR YOUR MEDICAL SERVICES

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

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

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

### What are "network providers" and "covered services"?

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

- **"Providers"** are doctors and other health care professionals licensed by the state to provide medical services and care. The term "providers" also includes hospitals and other health care facilities.
- **"Network providers"** are the doctors and other health care professionals, medical groups, hospitals, and other health care facilities that have an agreement with us to accept our payment and your cost-sharing amount as payment in full. We have arranged for these providers to deliver covered services to members in our plan. The providers in our network bill us directly for care they give you. When you see a network provider, you pay only your share of the cost for their services.
- **"Covered services"** include all the medical care, health care services, supplies, and equipment that are covered by our plan. Your covered services for medical care are listed in the Medical Benefits Chart in the "Medical Benefits Chart (what is covered and what you pay)" section of this booklet.

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

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

We 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 the "Medical Benefits Chart (what is covered and what you pay)" section of this booklet).
- **The care you receive is considered medically necessary.** "Medically necessary" means that the services, supplies, or drugs are needed for the prevention, diagnosis or treatment of your medical condition and meet accepted standards of medical practice.

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- **You have a network primary care provider (a PCP) who is providing and overseeing your care.** As a member of our plan, you must choose a network PCP (for more information about this, see the “You must choose a Primary Care Provider (PCP) to provide and oversee your medical care” portion of this section).
    - In most situations, our plan or your Medical Group must give you approval in advance before you can use other providers in the plan’s network, such as specialists, hospitals, skilled nursing facilities, or home health care agencies. This is called giving you a “referral.” For more information about this, see the “How to get care from specialists and other network providers,” portion of this section.
    - Referrals from your PCP are not required for emergency care or urgently needed services. There are also some other kinds of care you can get without having approval in advance from your PCP (for more information about this, see the “What kinds of medical care can you get without getting approval in advance from your PCP?” portion of this section).
  - **You must receive your care from a network provider** (for more information about this, see the “Use providers in the plan’s network to get your medical care” portion in this section). In most cases, care you receive from an out-of-network provider (a provider who is not part of our plan’s network) will not be covered. *Here are three exceptions:*
    - The plan covers emergency care or urgently needed services that you get from an out-of-network provider. For more information about this, and to see what emergency or urgently needed services means, see the “How to get covered services when you have an emergency or urgent need for care or during a disaster” portion of this section.
    - If you need medical care that Medicare requires our plan to cover and the providers in our network cannot provide this care, you can get this care from an out-of-network provider. The plan or your Medical Group must give you approval in advance before you can use an out-of-network provider. In this situation, you will pay the same as you would pay if you got the care from a network provider. For information about getting approval to see an out-of-network doctor, see the “How to get care from out-of-network providers” portion of this section.
    - This plan covers kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan’s service area. ***When possible, please let us know before you leave the service area where you are going to be so we can help arrange for you to have maintenance dialysis while outside the service area***

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

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**You must choose a Primary Care Provider (PCP) to provide and oversee your medical care**

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

When you become a member of our plan, you must choose a plan 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. Providers that can act as your PCP are those that provide a basic level of care. These include doctors specializing in family practice, general practice, internal medicine, and gynecologists who provide care for women.

You will get most of your routine or basic care from your PCP. Your PCP will also help you 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 covered services includes checking or consulting with other plan providers about your care and how it is going. If you need certain types of covered services or supplies, you may need to get approval in advance from your PCP (such as giving you a referral to see a specialist). For certain services, your PCP will need to get prior authorization (approval in advance). If the service you need requires prior authorization, your PCP will request the authorization from our plan or your Medical Group. 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.

As we explained above, you will usually see your PCP first for most of your routine health care needs. When your PCP thinks that you need specialized treatment, he or she will need to give you a referral (approval in advance) to see a plan specialist or certain other providers. There are only a few types of covered services you may get without getting approval from your PCP first, as we explain below. Please refer to the "How to get care from specialists and other network providers" and "What kinds of medical care can you get without getting approval in advance from your PCP?" portions in this section for more information.

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## How do you choose your PCP?

When you enroll in our plan, you will choose a contracting Medical Group from our network. You will also choose a PCP from this contracting Medical Group. The PCP you choose must be with a Medical Group located within 30 miles or 30 minutes from where you live or work. Medical Groups (and their affiliated PCPs and hospitals) can be found in the *Provider Directory* or you may visit our website at <https://www.healthnet.com/uc>. To confirm the availability of a provider, or to ask about a specific PCP, please contact Member Services at the phone number printed on the back cover of this booklet.

Each Medical Group and PCP may make referrals to certain plan specialists and uses certain hospitals within their network. If there is a particular plan specialist or hospital that you want to use, check first to be sure that the specialists and/or hospitals are in the Medical Group's and PCP's network. The name and office telephone number of your PCP are printed on your membership card.

If you do not choose a Medical Group or PCP or if you chose a Medical Group or PCP that is not available with this plan, we will automatically assign you to a Medical Group and PCP near your home.

For information on how to change your PCP, please see "Changing your PCP" below.

## Changing your PCP

You may change your PCP for any reason, at any time. Also, it's possible that your PCP might leave our plan's network of providers and you would have to find a new PCP. Member Services can assist you in finding and selecting another provider.

Your request will be effective on the first day of the month following the date our plan receives your request. To change your PCP, call Member Services or visit our website at <https://www.healthnet.com/uc> to make your request.

When you contact us, be sure to let us know if you are seeing specialists or getting other covered services that needed your PCP's approval (such as home health services and durable medical equipment). Each Medical Group and PCP may make referrals to certain plan specialists and uses certain hospitals within their network. This means that the Medical Group and PCP you choose may determine the specialists and hospitals you may use. If there are specific specialists or hospitals you want to use, find out if your Medical Group and PCP uses these specialists or hospitals. Member Services will let you know how you can continue with the specialty care and other services you have been getting when you change your PCP. Member Services will also check to be sure the PCP you want to switch to is accepting new patients. Your membership record will be changed to show the name of your new PCP, and Member Services will tell you when the change to your new PCP will take effect.

We will also send you a new membership card that shows the name and phone number of your new PCP.

### **What kinds of medical care can you get without getting approval in advance from your PCP?**

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

- Routine women's health care, which includes breast exams, screening mammograms (x-rays of the breast), Pap tests, and pelvic exams, as long as you get them from a network provider.
- Flu shots and pneumonia vaccinations, as long as you get them from a network provider.
- Emergency services from network providers or from out-of-network providers.
- Urgently needed services from network providers or from out-of-network providers when network providers are temporarily unavailable or inaccessible, (e.g., when you are temporarily outside of the plan's service area).
- Kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area. (If possible, please call Member Services before you leave the service area so we can help arrange for you to have maintenance dialysis while you are away. Phone numbers for Member Services are printed on the back cover of this booklet.) *When possible, please let us know before you leave the service area where you are going to be so we can help arrange for you to have maintenance dialysis while outside the service area*

### **How to get care from specialists and other network providers**

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

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

In order for you to see a specialist, you need to get your PCP's approval first (this is called getting a "referral" to a specialist). It is very important to get a referral (approval in advance) from your PCP before you see a plan specialist or certain other providers (there are a few exceptions, including routine women's health care, as explained in the "What kinds of medical care can you get without getting approval in advance from your PCP?" portion in this section). If you don't have a referral (approval in advance) before you get services from a specialist, you may have to pay for these services yourself.

If the specialist wants you to come back for additional care, check first to be sure that the referral (approval in advance) you got from your PCP for the first visit covers additional visits to the specialist.

Each Medical Group and PCP may make referrals to certain plan specialists and uses certain hospitals within their network. This means that the Medical Group and PCP you choose may determine the specialists and hospitals you may use. If there are specific specialists or hospitals

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you want to use, find out if your Medical Group or PCP uses these specialists or hospitals. You may generally change your PCP at any time if you want to see a plan specialist or go to a hospital that your current PCP can't refer you to. Earlier in this section, under "Changing your PCP," we tell you how to change your PCP.

Some types of services will require getting approval in advance from our plan or your Medical Group (this is called getting "prior authorization"). Prior authorization is an approval process that happens before you get certain services. If the service you need requires prior authorization, your PCP or other network provider will request the authorization from our plan or your Medical Group. The request will be reviewed and a decision (organization determination) will be sent to you and your provider. Please refer to the "Medical Benefits Chart (what is covered and what you pay)" section in this booklet for specific benefits that require prior authorization.

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

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

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

If you need assistance because a specialist or a network provider is leaving our plan, please call Member Services at the number listed on the back cover of this booklet.

### **How to get care from out-of-network providers**

If there is a certain type of service that you need, and that service is not available in our plan's network, you will need to get prior authorization (approval in advance) first. Your PCP will request prior authorization from our plan or your Medical Group.

It is very important to get approval in advance before you see an out-of-network provider or receive services outside of our network (with the exception of emergency and urgently needed services, as explained in the "How to get covered services when you have an emergency or

urgent need for care or during a disaster” portion below). If you don’t get approval in advance, you may have to pay for these services yourself.

For information on coverage of out-of-network emergency and urgently needed services, please see the “How to get covered services when you have an emergency or urgent need for care or during a disaster” portion below.

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

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### **Getting care if you have a medical emergency**

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

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

If you have a medical emergency:

- **Get help as quickly as possible.** Call 911 for help or go to the nearest emergency room or hospital. Call for an ambulance if you need it. You do *not* need to get approval or a referral first from your PCP.
- **As soon as possible, make sure that our plan has been told about your emergency.** We need to follow up on your emergency care. You or someone else should call to tell us about your emergency care, usually within 48 hours. The phone number for Member Services is printed on the back cover of this booklet.

#### **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 or its territories. Our plan covers ambulance services in situations where getting to the emergency room in any other way could endanger your health. For more information, see the Medical Benefits Chart in the “Medical Benefits Chart (what is covered and what you pay)” section of this booklet.

You may get covered emergency medical care outside the United States. For more information, see “Worldwide Emergency/Urgent Coverage” in the “Medical Benefits Chart (what is covered and what you pay)” section in this *Evidence of Coverage*, or call Member Services at the phone number printed on the back cover of this booklet.



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

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

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

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

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

- You go to a network provider to get the additional care.
- – *or* – The additional care you get is considered “urgently needed services” and you follow the rules for getting these urgently needed services (for more information about this, see the “Getting care when you have an urgent need for services” portion of this section below).

### **Getting care when you have an urgent need for services**

#### **What are “urgently needed services”?**

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

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

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

#### **What to do when you need medical care immediately**

In serious emergency situations: Call “911” or go to the nearest hospital.

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If your situation is not so severe: Call your PCP or Medical Group or, if you cannot call them or you need medical care right away, go to the nearest medical center, urgent care center, or hospital.

If you are unsure of whether an emergency medical condition exists, you may call your Medical Group or PCP for help.

Your Medical Group is available 24 hours a day, seven days a week, to respond to your phone calls regarding medical care that you believe is needed immediately. They will evaluate your situation and give you direction about where to go for the care you need.

If you are not sure whether you have an emergency or require urgently needed services, please call the Member Services number on your Health Net ID card to be connected to the nurse advice services. As a Health Net Member, you have access to triage or screening services, 24 hours a day, 7 days a week.

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

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

Urgently needed services, received outside of the United States, may be considered an emergency under the worldwide emergency/urgent coverage benefit. For more information, see "Worldwide Emergency/Urgent Coverage" in the "Medical Benefits Chart (what is covered and what you pay)" section in this *Evidence of Coverage*, or call Member Services at the phone number printed on the back cover of this booklet.

### **Getting care during a disaster**

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

Please visit the following website: <https://www.healthnet.com/uc> for information on how to obtain needed care during a disaster.

Generally, if you cannot use a network provider during a disaster, your plan will allow you to obtain care from out-of-network providers at in-network cost-sharing. If you cannot use a network pharmacy during a disaster, you may be able to fill your prescription drugs at an out-of-network pharmacy. Please see the "When can you use a pharmacy that is not in the plan's network?" portion of the "Using the plan's coverage for your prescription drugs" section for more information.

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

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

If you have paid more than your share for covered services, or if you have received a bill for the full cost of covered medical services, see the “Asking us to pay our share of a bill you have received for covered medical services or drugs” section in this booklet for information about what to do.

### **If services are not covered by our plan, you must pay the full cost**

Our plan covers all medical services that are medically necessary, are listed in the plan's Medical Benefits Chart (this chart is in the “Medical Benefits Chart (what is covered and what you pay)” section of this booklet), and are obtained consistent with plan rules. You are responsible for paying the full cost of services that aren't covered by our plan, either because they are not plan covered services, or they were obtained out-of-network and were not authorized.

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

The “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section in this booklet 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 Member Services to get more information (phone numbers are printed on the back cover of this booklet).

For covered services that have a benefit limitation, you pay the full cost of any services you get after you have used up your benefit for that type of covered service. The amount you pay for the costs once a benefit limit has been reached will not count toward the out-of-pocket maximum. You can call Member Services when you want to know how much of your benefit limit you have already used.

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

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### **What is a “clinical research study”?**

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

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

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

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

If you want to participate in a Medicare-approved clinical research study, you do *not* need to get approval from 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.**

If you plan on participating in a clinical research study, contact Member Services (phone numbers are printed on the back cover of this booklet) to let them know that you will be participating in a clinical trial and to find out more specific details about what your plan will pay.

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

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

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

Original Medicare pays most of the cost of the covered services you receive as part of the study. After Medicare has paid its share of the cost for these services, our plan will also pay for part of the costs. We will pay the difference between the cost-sharing in Original Medicare and your cost-sharing as a member of our plan. This means you will pay the same amount for the services you receive as part of the study as you would if you received these services from our plan.

*Here's an example of how the cost-sharing works:* Let's say that you have a lab test that costs \$100 as part of the research study. Let's also say that your share of the costs for this test is \$20 under Original Medicare, but the test would be \$10 under our plan's benefits. In this case, Original Medicare would pay \$80 for the test and we would pay another \$10. This means that you would pay \$10, which is the same amount you would pay under our plan's benefits.

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In order for us to pay for our share of the costs, you will need to submit a request for payment. With your request, you will need to send us a copy of your Medicare Summary Notices or other documentation that shows what services you received as part of the study and how much you owe. Please see the "Asking us to pay our share of a bill you have received for covered medical services or drugs" section of this *Evidence of Coverage* for more information about submitting requests for payment.

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

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

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

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

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## **Rules for getting care covered in a "religious non-medical health care institution"**

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### **What is a religious non-medical health care institution?**

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

### **What care from a religious non-medical health care institution is covered by our plan?**

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

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

- “Excepted” medical treatment is medical care or treatment that you get that is *not* voluntary or *is required* under federal, state, or local law.

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

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

Coverage limits for Inpatient Hospital Care apply. For more information on Inpatient Hospital Care coverage limits, see the Medical Benefits Chart in the “Medical Benefits Chart (what is covered and what you pay)” section of this booklet.

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## Rules for ownership of durable medical equipment

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<b>Will you own the durable medical equipment after making a certain number of payments under our plan?</b>
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Durable medical equipment (DME) includes items such as oxygen equipment and supplies, wheelchairs, walkers, powered mattress systems, crutches, diabetic supplies, speech generating devices, IV infusion pumps, nebulizers, and hospital beds ordered by a provider for use in the home. The member always owns certain items, such as prosthetics. In this section, we discuss other types of DME that you must rent.

In Original Medicare, people who rent certain types of DME own the equipment after paying copayments or coinsurance for the item for 13 months. As a member of our plan, there are also certain types of durable medical equipment you will own after paying copayments for the item for a specified number of months. Your previous payments towards a durable medical equipment item when you had Original Medicare do not count towards payments you make while a member of our plan. If you acquire ownership of a durable medical equipment item while you are a member of our plan, and the equipment requires maintenance, then the provider is allowed to bill the cost of the repair. There are also certain types of durable medical equipment for which you will not acquire ownership no matter how many payments you make for the item while a member of our plan. Call Member Services (phone numbers are printed on the back cover of this booklet) to find out about the rental or ownership requirements of durable medical equipment and the documentation you need to provide.

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

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

If you made fewer than 13 payments for the DME item under Original Medicare before you joined our plan, Your previous payments also do not count toward the 13 consecutive payments. You will have to make 13 new consecutive payments after you return to Original Medicare in order to own the item. There are no exceptions to this case when you return to Original Medicare.

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## MEDICAL BENEFITS CHART (WHAT IS COVERED AND WHAT YOU PAY)

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

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This section focuses on your covered services and what you pay for your medical benefits. It includes a Medical Benefits Chart that lists your covered services and shows how much you will pay for each covered service as a member of our plan. Later in this section, you can find information about medical services that are not covered. It also explains limits on certain services. Information about how much you pay for your Prescription Drug Benefits is in the “What you pay for your prescription drugs” section of this Evidence of Coverage. Further exclusions can also be found in this section for members who have additional benefits.

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

- A **“copayment”** is the fixed amount you pay each time you receive certain medical services. You pay a copayment at the time you get the medical service. (The Medical Benefits Chart in this section tells you more about your copayments.)
- **“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. (The “Medical Benefits Chart” in this section tells you more about your coinsurance.)

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

<b>What is the most you will pay for covered medical services?</b>
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Because you are enrolled in a Medicare Advantage Plan, there is a limit to how much you have to pay out-of-pocket each year for in-network medical services that are covered by our plan (see the Medical Benefits Chart in the “Use this Medical Benefits Chart to find out what is covered for you and how much you will pay” portion of this section below). This limit is called the maximum out-of-pocket amount for medical services.

As a member of our plan, the most you will have to pay out-of-pocket for in-network covered services in 2018 is \$1500. The amounts you pay for the deductibles (if applicable to your plan), copayments, and coinsurance for in-network covered services count toward this maximum out-of-pocket amount. (The amounts you pay for any plan premiums (if applicable to your plan) and/or



for your prescription drugs do not count toward your maximum out-of-pocket amount. In addition, amounts you pay for some services do not count toward your maximum out-of-pocket amount. These services are marked with a diamond (◊) in the Medical Benefits Chart.) If you reach the maximum out-of-pocket amount of \$1500, you will not have to pay any out-of-pocket costs for the rest of the year for covered services. However, you must continue to pay your plan premium (if applicable) and the Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

### **Our plan does not allow providers to “balance bill” you**

As a member of our plan, an important protection for you is that, after you meet any applicable deductibles, you only have to pay your cost-sharing amount when you get services covered by our plan. We do not allow providers to add additional separate charges called “balance billing.” This protection (that you never pay more than your cost-sharing amount) applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don’t pay certain provider charges.

Here is how this protection works:

- If your cost-sharing is a copayment (a set amount of dollars, for example, \$15.00), then you pay only that amount for any covered services from a network provider.
- If your cost-sharing is a coinsurance (a percentage of the total charges), then you never pay more than that percentage. However, your cost depends on which type of provider you see:
  - If you receive the covered services from a network provider, you pay the coinsurance percentage multiplied by the plan’s reimbursement rate (as determined in the contract between the provider and the plan).
  - If you receive the covered services from an out-of-network provider who participates with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for participating providers. (Remember, the plan covers services from out-of-network providers only in certain situations, such as when you get a referral.)
  - If you receive the covered services from an out-of-network provider who does not participate with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for non-participating providers. (Remember, the plan covers services from out-of-network providers only in certain situations, such as when you get a referral.)
- If you believe a provider has “balance billed” you, call Member Services (phone numbers are printed on the back cover of this booklet).

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

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<b>Your medical benefits and costs as a member of the plan</b>
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The Medical Benefits Chart on the following pages lists the services our plan covers and what you pay out-of-pocket for each service. The services listed in the Medical Benefits Chart are covered only when the following coverage requirements are met:

- With the exception of Employer-Sponsored benefits (benefits beyond the basic Medicare-covered benefits), your Medicare-covered services must be provided according to the coverage guidelines established by Medicare.
- Your services (including medical care, services, supplies, and equipment) *must* be medically necessary. “Medically necessary” means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- You receive your care from a network provider. In most cases, care you receive from an out-of-network provider will not be covered. See the “Using the plan’s coverage for your medical services” section in this booklet, as it provides more information about requirements for using network providers and the situations when we will cover services from an out-of-network provider.
- You have a primary care provider (a PCP) who is providing and overseeing your care. In most situations, your PCP must give you approval in advance before you can see other providers in the plan’s network. This is called giving you a “referral.” See the “Using the plan’s coverage for your medical services” section in this booklet, as it provides more information about getting a referral and the situations when you do not need a referral.
- 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 may need approval in advance are marked in the Medical Benefits Chart with an asterisk (\*).

Other important things to know about our coverage:

- Like all Medicare health plans, we cover everything that Original Medicare covers. For some of these benefits, you pay *more* in our plan than you would in Original Medicare. For others, you pay *less*. (If you want to know more about the coverage and costs of Original Medicare, look in your *Medicare & You 2018 Handbook*. View it online at <https://www.medicare.gov> or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)
- For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you also are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

- Sometimes, Medicare adds coverage under Original Medicare for new services during the year. If Medicare adds coverage for any services during the plan year, either Medicare or our plan will cover those services.



You will see this apple next to the preventive services in the Medical Benefits Chart.

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## Medical Benefits Chart

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>Includes inpatient acute, inpatient rehabilitation, long-term care hospitals and other types of inpatient hospital services. Inpatient hospital care starts the day you are formally admitted to the hospital with a doctor's order. The day before you are discharged is your last inpatient day.</p> <p>You are covered for unlimited days. Covered services include, but are not limited to:</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>• Costs of special care units (such as intensive care or coronary care units)</li><li>• Drugs and medications</li><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></ul>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>A referral may be required.</p> <p>You pay \$250 per admission for the Medicare-covered services listed.</p> <p>If you get authorized inpatient care at an out-of-network hospital after your emergency condition is stabilized, your cost is the cost-sharing you would pay at a network hospital.</p>

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**Services that are covered for you****What you must pay when  
you get these services**

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- Under certain conditions, the following types of transplants are covered: corneal, kidney, kidney-pancreatic, heart, liver, lung, heart/lung, bone marrow, stem cell, and intestinal/multivisceral. If you need a transplant, we will arrange to have your case reviewed by a Medicare-approved transplant center that will decide whether you are a candidate for a transplant. Transplant providers may be local or outside of the service area. If our in-network transplant services are outside the community pattern of care, you may choose to go locally as long as the local transplant providers are willing to accept the Original Medicare rate. If our plan provides transplant services at a location outside the pattern of care for transplants in your community and you choose to obtain transplants at this distant location, we will arrange or pay for appropriate lodging and transportation costs for you and a companion. Contact Member Services for details regarding the plan's policy for transplant travel coverage.
- Blood - including storage and administration. Coverage of whole blood and packed red cells begins with the first pint of blood that you need. All other components of blood are covered beginning with the first pint used
- Physician services

**Note:** To be an inpatient, your provider must write an order to admit you formally as an inpatient to the hospital. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you are not sure if you are an inpatient or an outpatient, you should ask the hospital staff.

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

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<b>Inpatient hospital transgender surgery/services</b> (including hysterectomy, oophorectomy and mastectomy)	<i>Prior authorization (approval in advance) may be required.</i>
<ul style="list-style-type: none"><li>• Travel, lodging and meals included.</li></ul>	You pay \$250 for transgender services.
The transgender surgery must be performed by a Health Net qualified provider in conjunction with gender transformation treatment. The treatment plan must conform to Harry Benjamin International Gender Dysphoria Association (HBIIGDA) standards. Psychotherapy and hormonal treatment are excluded from the lifetime maximum	Transgender surgery and related services (including travel, lodging and meal expenses) approved by the plan are subject to no lifetime dollar maximum for each Member.
<b>Inpatient Mental Health care</b>	<i>Prior authorization (approval in advance) may be required.</i>
Covered services include mental health care services that require medical supervision and confinement in a hospital providing psychiatric care (typically doors are locked). You are covered for unlimited days.	You pay \$250 per admission for Medicare-covered services in a network hospital.
For more information about inpatient mental health care benefits, please see the “Additional Benefit Information” portion of this section.	
<b>Inpatient substance abuse care</b>	<i>Prior authorization (approval in advance) may be required.</i>
Residential care in a hospital or residential treatment center for psychiatric or chemical dependency (typically doors are unlocked). You are covered for unlimited days.	You pay \$250 per admission for Inpatient substance abuse care services in a network hospital.
For more information about inpatient substance abuse benefits, please see the “Additional Benefit Information” portion of this section.	

Services that are covered for you	What you must pay when you get these services
<b>Covered services received in a hospital or SNF during a non-covered inpatient stay</b>	<i>Prior authorization (approval in advance) may be required.</i> A referral may be required.
<p>If you have exhausted your inpatient benefits or if the inpatient stay is not reasonable and necessary, we will not cover your inpatient stay. However, in some cases, we will cover certain services you receive while you are in the hospital or Skilled Nursing Facility (SNF). Covered services include but are not limited to:</p>	<p>The listed services will continue to be covered at the cost-sharing amounts shown in this Medical Benefits Chart for the specific service.</p>
<ul style="list-style-type: none"><li>• Physician services</li><li>• Diagnostic tests (like lab tests)</li><li>• X-ray, radium, and isotope therapy including technician materials and services</li><li>• Surgical dressings</li><li>• 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>For Medicare-covered medical supplies including cast and splints, you pay the applicable cost-sharing amount where the specific service is provided. For example, if these medical supplies were used during a visit to an emergency room, then they would be included as part of the emergency room visit copayment.</p>
<b>Acute care detoxification</b>	<i>Prior authorization (approval in advance) may be required.</i>
<p>You are covered for unlimited days.</p>	<p>You pay \$250 per admission for Medicare-covered acute care detoxification services.</p>
<p>For more information, please see the "Additional Benefit Information" portion of this section.</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 (SNF) Care,” see “Definitions of important words” in this booklet. Skilled nursing facilities are sometimes called “SNFs.”)</p> <p>You are covered for 100 days per benefit period. No prior hospital stay is required prior to SNF admission.</p> <p>Covered services include, but are not limited to:</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>• Skilled 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 with the first pint of blood that you need. All other components of blood are 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/Practitioner services</li></ul>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>A referral may be required.</p> <p>There is no copayment for Medicare-covered services in a Skilled Nursing Facility.</p> <p>You pay all costs for each day after day 100 in the benefit period.</p> <p>A benefit period begins the first day you go into a hospital or skilled nursing facility. The benefit period ends when you haven’t received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.</p>



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**Services that are covered for you****What you must pay when you get these services**

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

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

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**Home health agency care**

Prior to receiving home health services, a doctor must certify that you need home health services and will order home health services to be provided by a home health agency. You must be homebound, which means leaving home is a major effort.

Covered services include but are not limited to:

- Part-time or intermittent skilled nursing and home health aide services (to be covered under the home health care benefit, your skilled nursing and home health aide services combined must total fewer than 8 hours per day and 35 hours per week)
- Physical therapy, occupational therapy, and speech therapy
- Medical and social services
- Medical equipment and supplies

*Prior authorization (approval in advance) may be required.*

A referral may be required.

There is no copayment for Medicare-covered home health visits.

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**Services that are covered for you****What you must pay when you get these services**

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**Hospice care**

You may receive care from any Medicare-certified hospice program. You are eligible for the hospice benefit when your doctor and the hospice medical director have given you a terminal prognosis certifying that you're terminally ill and have 6 months or less to live if your illness runs its normal course. Your hospice doctor can be a network provider or an out-of-network provider.

Covered services include:

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

For hospice services and for services that are covered by Medicare Part A or B and are related to your terminal prognosis: Original Medicare (rather than our plan) will pay for your hospice services and any Part A and Part B services related to your terminal prognosis. While you are in the hospice program, your hospice provider will bill Original Medicare for the services that Original Medicare pays for.

For services that are covered by Medicare Part A or B and are not related to your terminal prognosis: If you need non-emergency, non-urgently needed services that are covered under Medicare Part A or B and that are not related to your terminal prognosis, your cost for these services depends on whether you use a provider in our plan's network:

- If you obtain the covered services from a network provider, you only pay the plan cost-sharing amount for in-network services
- If you obtain the covered services from an out-of-network provider, you pay the cost-sharing under Fee-for-Service Medicare (Original Medicare)

For services that are covered by our plan but are not covered by Medicare Part A or B: Our plan will continue to cover plan-covered services that are not covered under Part A or B whether or not they are related to your terminal condition. You pay your plan cost-sharing amount for these services.

For drugs that may be covered by the plan's prescription drug benefit: Drugs are never covered by both hospice

*Prior authorization (approval in advance) may be required.*

A referral may be required.

When you enroll in a Medicare-certified hospice program, your hospice services and your Part A and Part B services related to your terminal prognosis are paid for by Original Medicare, not the plan.

You pay \$20 for a one time consultation visit before you select hospice.

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
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and our plan at the same time. For more information, see the “What if you’re in Medicare-certified hospice?” portion in the “Using the Plan’s Coverage for your Prescription Drugs” section in this booklet.

**Note:** If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services. Getting your non-hospice care through our network providers will lower your share of the costs for the services.

**Hospice Consultation Services**

Our plan covers hospice consultation services (one time only) for a terminally ill person who hasn’t elected the hospice benefit.

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**Services that are covered for you**

**What you must pay when you get these services**

**Outpatient Services**

**Physician/practitioner services, including doctor's office visits**

Covered services include:

- Office visits, including medical and surgical care in a physician's office
- Medically-necessary medical care or surgery services furnished in a physician's office, certified ambulatory surgical center, hospital outpatient department, or any other location
- Basic hearing and balance exams, performed by your PCP or specialist, if your doctor orders it to see if you need medical treatment
- Physician visit to Member's home (at discretion of the physician in accordance with the rules and criteria established by the plan)
- Consultation, diagnosis, and treatment by a specialist
- Second opinion by another network provider prior to surgery
- Non-routine dental care (covered services are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician)

You pay \$20 for each Medicare-covered primary care doctor office visit or medically-necessary surgery services furnished in a physician's office.

*Prior authorization (approval in advance) may be required.*

A referral may be required.

You pay \$20 for each Medicare-covered specialist visit or medically-necessary surgery services furnished in a specialist's office.

You pay \$20 for each physician visit to your home.

For medically-necessary surgery services furnished in a certified ambulatory surgical center, hospital outpatient department, or any other location, you pay the applicable cost-sharing amount for where the specific service is provided.

Additional copayments may be required depending on services rendered.

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**Services that are covered for you****What you must pay when you get these services**

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**Outpatient hospital services**

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

Covered services include but are not limited to:

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

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

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

*Prior authorization (approval in advance) may be required.*

A referral may be required.

You pay the applicable cost-sharing amounts shown in the Medical Benefits Chart for the specific service.

For Medicare-covered medical supplies including cast and splints, you pay the applicable cost-sharing amount where the specific service is provided. For example, if these medical supplies were used during a visit to an emergency room, then they would be included as part of the emergency room visit copayment.

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Services that are covered for you	What you must pay when you get these services
<p><b>Chiropractic services</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"><li>• We cover only manual manipulation of the spine to correct subluxation (Medicare-covered)</li><li>• Routine Chiropractic care (non-Medicare covered).<sup>◇</sup></li></ul> <p><sup>◇</sup>The amounts you pay for these services do not count towards your maximum out-of-pocket amount.</p> <p>Refer to the “Additional Benefit Information” portion later in this section for more information.</p>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>A referral may be required.</p> <p>You pay \$20 for each Medicare-covered chiropractic visit for (manual manipulation of the spine to correct subluxation).</p> <p>You pay \$20 per visit when using our Chiropractic Network (up to 20 visits per plan year).</p>
<p><b>Podiatry services</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"><li>• Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs)</li><li>• Routine foot care for members with certain medical conditions affecting the lower limbs</li><li>• Routine foot care (Non-Medicare covered). Care is limited to one visit per calendar month. Additional visits or referrals must be arranged and approved by your PCP.</li></ul>	<p>A referral may be required.</p> <p>You pay \$20 for each Medicare-covered visit (medically necessary foot care).</p> <p>You pay \$20 for each routine (Non-Medicare covered) visit.</p>
<p><b>Outpatient mental health care</b></p> <p>Covered services include:</p> <p>Mental health services provided by a state-licensed psychiatrist or doctor, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, physician assistant, or other Medicare-qualified mental health care professional as allowed under applicable state laws.</p> <p>Refer to “Additional Benefit Information” later in this section for more information on outpatient mental health services, including the outpatient registration process.</p>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>You pay \$20 for each Medicare-covered individual therapy visit.</p> <p>You pay \$10 for each Medicare-covered group therapy session.</p>

<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p><b>Partial hospitalization services</b></p> <p>“Partial hospitalization” is a structured program of active psychiatric treatment provided in a hospital outpatient setting or by a community mental health center that is more intense than the care received in your doctor’s or therapist’s office and is an alternative to inpatient hospitalization.</p> <p>For more information, please see the “Additional Benefit Information” portion of this section.</p>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>There is no copayment for Medicare-covered partial hospitalization.</p>
<p><b>Outpatient substance abuse services</b></p> <p>Covered services include:</p> <p>Substance Use Disorder 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 or program as allowed under applicable state laws.</p> <p>Refer to “Additional Benefit Information” later in this section for more information on outpatient substance abuse services, including the outpatient registration process.</p>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>You pay \$20 for each Medicare-covered individual therapy visit.</p> <p>You pay \$10 for each Medicare-covered group therapy session.</p>
<p><b>Behavioral health care telephonic clinical Consultations</b></p> <p>Limited to a maximum of 3 consultations per member per calendar year provided by licensed clinicians for non-crisis issues such as stress, anxiety, grief, depression, relationship issues and substance abuse concerns; sessions are scheduled and designed to manage a situation over time to a clinical resolution.</p> <p>(Behavioral health care telephonic clinical consultation services are provided by a licensed counselor 1-800-663-9355.)</p>	<p>There is no copayment for telephonic clinical consultations</p>

Services that are covered for you	What you must pay when you get these services
<b>Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers</b>	<i>Prior authorization (approval in advance) may be required.</i>
<p><b>Note:</b> If you are having surgery in a hospital facility, you should check with your provider about whether you will be an inpatient or outpatient. Unless the provider writes an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient surgery. Even if you stay in the hospital overnight, you might still be considered an “outpatient.”</p>	A referral may be required.
	You pay \$100 for each Medicare-covered visit to an ambulatory surgical center.
	You pay \$100 for each Medicare-covered visit to an outpatient hospital facility.
	There is no copayment for Medicare-covered outpatient services other than surgery in an outpatient hospital facility or ambulatory surgical center.
<b>Outpatient transgender surgery/services</b> (including hysterectomy, oophorectomy and mastectomy)	<i>Prior authorization (approval in advance) may be required.</i>
<ul style="list-style-type: none"><li>• Travel, lodging and meals included.</li></ul>	You pay \$100 for outpatient transgender surgery in a hospital or non-hospital based ambulatory surgical center.
The transgender surgery must be performed by a Health Net qualified provider in conjunction with gender transformation treatment. The treatment plan must conform to Harry Benjamin International Gender Dysphoria Association (HBIIGDA) standards. Psychotherapy and hormonal treatment are excluded from the lifetime maximum.	There is no copayment for outpatient transgender services other than surgery in a hospital or non-hospital based ambulatory surgical center
	Transgender surgery and related services (including travel, approved by the plan are subject to no lifetime dollar maximum for each Member.



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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
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<b>Ambulance services</b>	<i>Prior authorization (approval in advance) may be required.</i>
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- Covered ambulance services include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care if they are furnished to a member whose medical condition is such that other means of transportation could endanger the person's health or if authorized by the plan.
- Non-emergency transportation by ambulance is appropriate if it is documented that the member's condition is such that other means of transportation could endanger the person's health and that transportation by ambulance is medically required.

There is no copayment for Medicare-covered ambulance services.

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**Services that are covered for you**

**What you must pay when  
you get these services**

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**Emergency care**

Emergency care refers to services that are:

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

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

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

- Coverage in the United States<sup>1</sup>

For coverage outside of the United States<sup>1</sup>, please see "Worldwide Emergency/Urgent Coverage" below in this Medical Benefits Chart.

<sup>1</sup>United States means the 50 states, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa.

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You pay \$65 for each Medicare-covered emergency room visit.

You do not pay this amount if you are directly admitted to the hospital.

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

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**Services that are covered for you****What you must pay when you get these services**

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**Urgently needed services**

Urgently needed services is care provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical services. Urgently needed services may be furnished by network providers or by out-of-network providers when network providers are temporarily unavailable or inaccessible.

You pay \$20 for each Medicare-covered urgently needed services visit.

You do not pay this amount if you are directly admitted to the hospital.

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

- Coverage in the United States<sup>1</sup>

Urgently needed services received outside of the United States<sup>1</sup> may be considered an emergency under the worldwide emergency/urgent coverage benefit. For more information, see "Worldwide Emergency/Urgent Coverage" in this Medical Benefits Chart below.

<sup>1</sup>United States means the 50 states, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa.

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**Outpatient rehabilitation services**

*Prior authorization (approval in advance) may be required.*

Covered services include: physical therapy, occupational therapy, speech language therapy

A referral may be required.

Outpatient rehabilitation therapy services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs).

You pay \$20 for each Medicare-covered outpatient rehabilitation service visit.

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<b>Services that are covered for you</b>	<b>What you must pay when you get these services</b>
<p><b>Cardiac rehabilitation services</b></p> <p>Comprehensive programs of cardiac rehabilitation services that include exercise, education, and counseling are covered for members who meet certain conditions with a doctor’s referral. The plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs.</p>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>A referral may be required.</p> <p>You pay \$20 for each Medicare-covered cardiac rehabilitation service visit.</p>
<p><b>Pulmonary rehabilitation services</b></p> <p>Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and a referral for pulmonary rehabilitation from the doctor treating their chronic respiratory disease.</p>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>A referral may be required.</p> <p>You pay \$20 for each Medicare-covered pulmonary rehabilitation service visit.</p>
<p><b>Durable medical equipment (DME) and related supplies</b></p> <p>(For a definition of “Durable Medical Equipment,” see the “Definitions of important words” section of this booklet.)</p> <p>Covered items include, but are not limited to: wheelchairs, crutches, powered mattress systems, diabetic supplies, hospital beds, ordered by a provider for use in home, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, and walkers.</p> <p>We cover all medically necessary durable medical equipment covered by Original Medicare. If our supplier in your area does not carry a particular brand or manufacturer, you may ask them if they can special order it for you. The most recent list of suppliers is available on our website at <a href="https://www.healthnet.com/uc">https://www.healthnet.com/uc</a>.</p>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>There is no copayment for Medicare-covered durable medical equipment and related supplies.</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> <ul style="list-style-type: none"><li>• Devices (other than dental) that replace all or part of a body part or function. These include, but are not limited to: colostomy bags and supplies directly related to colostomy care, pacemakers, braces, prosthetic shoes, artificial limbs, and breast prostheses (including a surgical brassiere after a mastectomy). Includes certain supplies related to prosthetic devices and repair and/or replacement of prosthetic devices. Also includes some coverage following cataract removal or cataract surgery – see “Vision Care” later in this section for more detail.</li><li>• Medicare-covered parenteral and enteral nutrition (PEN): Covers related supplies and nutrients. Does not cover baby food and other regular grocery products that can be blenderized and used with the enteral system or any additional nutritional supplementation (such as those for daily protein or caloric intake).</li></ul>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>There is no copayment for Medicare-covered prosthetic devices and related supplies.</p>
<p><b>Corrective Footwear</b></p> <p>Corrective footwear (in addition to coverage for diabetic footwear), includes specialized shoes, arch supports, and inserts, when medically necessary and custom made for the member.</p>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>There is no copayment for Medicare-covered corrective footwear.</p>

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Diabetes self-management training, diabetic services and supplies**

*Prior authorization (approval in advance) may be required.*

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

A referral may be required.

- Supplies to monitor your blood glucose: Blood glucose monitor, blood glucose test strips, lancet devices and lancets, and glucose-control solutions for checking the accuracy of test strips and monitors
  - Supplies to monitor your blood glucose may be limited to supplies from select manufacturers. Your PCP will help you arrange or coordinate the covered services
- For people with diabetes who have severe diabetic foot disease: One pair per year of therapeutic custom-molded shoes (including inserts provided with such shoes) and two additional pairs of inserts, or one pair of depth shoes and three pairs of inserts (not including the non-customized removable inserts provided with such shoes). Coverage includes fitting
- Diabetes self-management training preventive services are covered under certain conditions

There is no copayment for Medicare-covered diabetes supplies.

There is no copayment for Medicare-covered diabetic therapeutic shoes for people with diabetes who have severe diabetic foot disease.

There is no coinsurance, copayment, or deductible for beneficiaries eligible for the Medicare-covered diabetes self-management training preventive benefit.

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Services that are covered for you	What you must pay when you get these services
<b>Outpatient diagnostic tests and therapeutic services and supplies</b>	<i>Prior authorization (approval in advance) may be required.</i>
Covered services include, but are not limited to:	
<ul style="list-style-type: none"><li>• X-rays</li><li>• Therapeutic radiological services (radiation therapy, radium, and isotope) including technician material and supplies</li><li>• Surgical supplies, such as dressings</li><li>• Splints, casts and other devices used to reduce fractures and dislocations</li><li>• Laboratory services (includes blood tests, urinalysis, and some screening tests)</li><li>• Blood - including storage and administration. Coverage of whole blood and packed red cells begins with the first pint of blood that you need. All other components of blood are covered beginning with the first pint used</li><li>• Other diagnostic tests</li><li>• EKG tests</li><li>• Diagnostic radiological service (includes complex tests such as CT, MRI, MRA, SPECT)</li></ul>	<p>A referral may be required.</p> <p>There is no copayment for the Medicare-covered services listed.</p> <p>If the doctor provides you services in addition to outpatient diagnostic procedures, tests, and lab services, separate cost-sharing may apply.</p> <p>For Medicare-covered medical supplies including cast and splints, you pay the applicable cost-sharing amount where the specific service is provided. For example, if these medical supplies were used during a visit to an emergency room, then they would be included as part of the emergency room visit copayment.</p>

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**Services that are covered for you****What you must pay when you get these services**

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**Worldwide Emergency/Urgent Coverage**

Worldwide emergency/urgent coverage. Defined as urgent, emergent, and post-stabilization care received outside of the United States.<sup>1</sup>

There is no copayment for worldwide emergency/urgent coverage received outside of the United States<sup>1</sup>.

- Limited only to services that would be classified as emergency, urgently needed, or post-stabilization care had they been provided in the United States<sup>1</sup>.
- Ambulance services are covered in situations where getting to the emergency room in any other way could endanger your health.
- Drugs billed as part of the urgent, emergent, or post-stabilization care received outside of the United States<sup>1</sup> are covered. Prescription drugs obtained at a retail pharmacy outside of the United States<sup>1</sup> are not covered.
- Foreign taxes and fees (including, but not limited to, currency conversion or transaction fees) are not covered.

<sup>1</sup> United States means the 50 states, the District of Columbia, Puerto Rico, the Virgin Islands, Guam, the Northern Mariana Islands, and American Samoa.

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**Preventive Services**

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Abdominal aortic aneurysm screening**

A one-time screening ultrasound for people at risk. The plan only covers this screening if you have certain risk factors and if you get a referral for it from your physician, physician assistant, nurse practitioner, or clinical nurse specialist.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

*Prior authorization (approval in advance) may be required.*

A referral may be required.

There is no coinsurance, copayment, or deductible for members eligible for this preventive screening.



**HIV screening**

For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover:

- One screening exam every 12 months

For women who are pregnant, we cover:

- Up to three screening exams during a pregnancy

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

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*Prior authorization (approval in advance) may be required.*

A referral may be required.

There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Bone mass measurement**

For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 24 months or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician's interpretation of the results.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

*Prior authorization (approval in advance) may be required.*

A referral may be required.

There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement.

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Colorectal cancer screening**

For people 50 and older, the following are covered:

- Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months;

One of the following every 12 months:

- Guaiac-based fecal occult blood test (gFOBT)
- Fecal immunochemical test (FIT)

DNA based colorectal screening every 3 years

For people at high risk of colorectal cancer, we cover:

- Screening colonoscopy (or screening barium enema as an alternative) every 24 months.

For people not at high risk of colorectal cancer, the following is covered:

- Screening colonoscopy every 10 years (120 months), but not within 48 months of a screening sigmoidoscopy.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

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*Prior authorization (approval in advance) may be required.*

A referral may be required.

There is no coinsurance, copayment, or deductible for a Medicare-covered colorectal cancer screening exam.

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**Services that are covered for you**

**What you must pay when you get these services**



**Breast cancer screening (mammograms)**

Covered services include:

- One baseline exam mammogram between the ages of 35 and 39
- One screening mammogram every 12 months for women age 40 and older
- Clinical breast exams once every 24 months

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

A referral may be required.

There is no coinsurance, copayment, or deductible for covered screening mammograms.



**Cervical and vaginal cancer screening**

Covered services include:

- For all women: Pap tests and pelvic exams are covered once every 24 months
- If you are at high risk of cervical or vaginal cancer or you are of childbearing age and have had an abnormal Pap test within the past 3 years: one Pap test every 12 months

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

A referral may be required.

There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Prostate cancer screening exam**

For men age 50 and older, covered services include the following - once every 12 months:

- Digital rectal exam
- Prostate Specific Antigen (PSA) test

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

*Prior authorization (approval in advance) may be required.*

A referral may be required.  
There is no coinsurance, copayment, or deductible for an annual digital rectal exam.

There is no coinsurance, copayment, or deductible for an annual PSA test.

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Immunizations**

Covered Medicare Part B services include:

- Pneumonia vaccine
- Flu shots, once a year in the fall or winter
- Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B
- Other vaccines if you are at risk and they meet Medicare Part B coverage rules

Other immunizations:

- Immunizations for foreign travel/occupational purposes.

We also cover some vaccines under our Part D prescription drug benefit. Please see the section called “What you pay for your prescription drugs.”

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

*Prior authorization (approval in advance) may be required.*

A referral may be required.

There is no coinsurance, copayment, or deductible for the Medicare-covered pneumonia, influenza, and Hepatitis B vaccines.

There is no copayment for other Medicare-covered vaccines if you are at risk and they meet Medicare Part B coverage rules.

There is no copayment for immunizations for foreign travel/occupational purposes.

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Cardiovascular disease testing**

Blood tests for the early detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) once every 5 years (60 months).

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

*Prior authorization (approval in advance) may be required.*

A referral may be required.

There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every 5 years.



**Cardiovascular disease risk reduction visit  
(therapy for cardiovascular disease)**

We cover one visit per year with your primary care doctor to help lower your risk for cardiovascular disease. During this visit, your doctor may discuss aspirin use (if appropriate), check your blood pressure, and give you tips to make sure you're eating well.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

A referral may be required.

There is no coinsurance, copayment, or deductible for the intensive behavioral therapy cardiovascular disease preventive benefit.

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**Services that are covered for you**

**What you must pay when you get these services**



**Depression screening**

We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and referrals.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

A referral may be required.

There is no coinsurance, copayment, or deductible for an annual depression screening visit.



**Obesity screening and therapy to promote sustained weight loss**

If you have a body mass index of 30 or more, we cover intensive counseling to help you lose weight. This counseling is covered if you get it in a primary care setting, where it can be coordinated with your comprehensive prevention plan. Talk to your primary care doctor or practitioner to find out more.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

A referral may be required.

There is no coinsurance, copayment, or deductible for preventive obesity screening and therapy.

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Screening and counseling to reduce alcohol misuse**

We cover one alcohol misuse screening for adults with Medicare (including pregnant women) who misuse alcohol, but aren't alcohol dependent.

If you screen positive for alcohol misuse, you can get up to 4 brief face-to-face counseling sessions per year (if you're competent and alert during counseling) provided by a qualified primary care doctor or practitioner in a primary care setting.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

A referral may be required.

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

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Screening for lung cancer with low dose  
computed tomography (LDCT)**

For qualified individuals, a LDCT is covered every 12 months.

**Eligible enrollees are:** people aged 55 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 30 pack-years or who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner.

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

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

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*Prior authorization (approval  
in advance) may be required.*

A referral may be required.

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

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**Services that are covered for you**

**What you must pay when  
you get these services**



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

*Prior authorization (approval in advance) may be required.*

We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI when the tests are ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy.

A referral may be required.

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

We also cover up to 2 individual 20-to-30-minute, face-to-face, high-intensity behavioral counseling sessions each year for sexually active adults at increased risk for STIs. We will only cover these counseling sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor's office.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Diabetes screening**

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

Based on the results of these tests, you may be eligible for up to two diabetes screenings every 12 months.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

*Prior authorization (approval in advance) may be required.*

A referral may be required.

There is no copayment for fasting plasma glucose tests for persons at risk of diabetes.

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

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Medical nutrition therapy**

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

We cover 3 hours of one-on-one counseling services during your first year that you receive medical nutrition therapy services under Medicare (this includes our plan, any other Medicare Advantage plan, or Original Medicare), and 2 hours each year after that. If your condition, treatment, or diagnosis changes, you may be able to receive more hours of treatment with a physician's referral. A physician must prescribe these services and renew their referral yearly if your treatment is needed into the next plan year.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

*Prior authorization (approval in advance) may be required.*

A referral may be required.

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

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**Services that are covered for you**

**What you must pay when  
you get these services**



**Smoking and tobacco use cessation  
(counseling to stop smoking or tobacco use)**

If you use tobacco, but do not have signs or symptoms of tobacco-related disease: We cover two counseling quit attempts within a 12-month period as a preventive service with no cost to you. Each counseling attempt includes up to four face-to-face visits.

If you use tobacco and have been diagnosed with a tobacco-related disease or are taking medicine that may be affected by tobacco: We cover cessation counseling services. We cover two counseling quit attempts within a 12-month period, however, you will pay the applicable inpatient or outpatient cost sharing. Each counseling attempt includes up to four face-to-face visits.

Additional online and telephonic smoking cessation counseling is available from trained clinicians, which includes guidance on steps of change, planning, counseling and education. Members receive an in-depth assessment and personalized plan to quit smoking. This includes up to 4 proactive, one-on-one coaching calls, and unlimited toll free access to a quit coach. Refer to “Decision Power®: Health and Wellness” under “Additional Benefit Information” later in this section for more information on this benefit.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

*Prior authorization (approval in advance) may be required.*

A referral may be required.

There is no coinsurance, copayment, or deductible for the Medicare-covered smoking and tobacco use cessation preventive benefits.

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**Services that are covered for you**

**What you must pay when  
you get these services**



**"Welcome to Medicare" Preventive Visit**

The plan covers the one-time "Welcome to Medicare" preventive visit. The visit includes a review of your health, as well as education and counseling about the preventive services you need (including certain screenings and shots), and referrals for other care if needed.

**Important:** We cover the "Welcome to Medicare" preventive visit only within the first 12 months you have Medicare Part B. When you make your appointment, let your doctor's office know you would like to schedule your "Welcome to Medicare" preventive visit.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

A referral may be required.

There is no coinsurance, copayment, or deductible for the "Welcome to Medicare" preventive visit.

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**Services that are covered for you**

**What you must pay when you get these services**



**Annual wellness visit**

If you've had Part B for longer than 12 months, you can get an annual wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. This exam is covered once every 12 months.

**Note:** Your first annual wellness visit can't take place within 12 months of your "Welcome to Medicare" preventive visit. However, you don't need to have had a "Welcome to Medicare" visit to be covered for annual wellness visit after you've had Part B for 12 months.

For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.

A referral may be required.

There is no coinsurance, copayment, or deductible for the annual wellness visit.

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**Other Services**

**Services to treat kidney disease and conditions**

*Prior authorization (approval in advance) may be required.*

Covered services include:

- Kidney disease education services to teach kidney care and help members make informed decisions about their care. For members with stage IV chronic kidney disease when referred by their doctor, we cover up to six sessions of kidney disease education services per lifetime.
- Outpatient dialysis treatments (including dialysis treatments when temporarily out of the service area, as explained in the "Using the plan's coverage for your medical services" section of this booklet)
- Inpatient dialysis treatments (if you are admitted as an inpatient to a hospital for special care)
- Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments)


A referral may be required.

There is no copayment for Medicare-covered renal dialysis (kidney) services.

There is no copayment for Medicare-covered kidney disease education services.

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Services that are covered for you	What you must pay when you get these services
<ul style="list-style-type: none"> <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>Certain drugs for dialysis are covered under your Medicare Part B drug benefit. For information about coverage for Part B Drugs, please go to the “Prescription drugs” section.</p>	
<b>Physical exam</b>	
<p>Routine annual physical exam, limited to one exam each year</p>	<p>There is no copayment for each routine physical exam.</p>
<hr/>	
 <p><b>Medicare Diabetes Prevention Program (MDPP)</b>                  MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans.                  MDPP is a structured health behavior change intervention that provides practical training in long-term dietary change, increased physical activity, and problem-solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.</p> <p>For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment or coinsurance will apply for the care received for the existing medical condition.</p>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>A referral may be required.</p> <p>There is no coinsurance, copayment, or deductible for the MDPP benefit.</p>
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<p><b>Prescription drugs</b>                  Prescription drugs that are covered under Original Medicare (these Part B drugs are covered for everyone with Medicare)</p> <p><b><u>Part B drugs</u></b></p>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>You pay the following for Medicare-covered Part B Drugs when obtained or administered at a physician’s office:</p>

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**Services that are covered for you****What you must pay when you get these services**

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“Drugs” includes substances that are naturally present in the body, such as blood clotting factors.

- Drugs that usually aren’t self-administered by the patient and are injected or infused while you are getting physician, hospital outpatient, or ambulatory surgical center services
- Drugs you take using durable medical equipment (such as nebulizers) that are authorized by Health Net
- Clotting factors you give yourself by injection if you have hemophilia
- Immunosuppressive drugs if you were enrolled in Medicare Part A at the time of the organ transplant
- Injectable osteoporosis drugs, if you are homebound, have a bone fracture that a doctor certifies was related to post-menopausal osteoporosis, and cannot self-administer the drug
- Antigens
- Certain oral anti-cancer drugs and anti-nausea drugs
- Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics, and erythropoiesis-stimulating agents (such as Epogen®, Procrit®, Epoetin Alfa, Aranesp®, or Darbepoetin Alfa)
- Intravenous Immune Globulin for the treatment of primary immune deficiency diseases in your home

There is no copayment for allergy serum, oral cancer, drugs that are also available in IV form, osteoporosis, Epoetin, and Chemotherapy Medicare-covered Part B Drugs.

You pay 20% coinsurance for all other Medicare-covered Part B Drugs with a maximum coinsurance amount of \$25 per day.

You pay the following for Medicare-covered Part B Drugs obtained at a Pharmacy:

There is no copayment for allergy serum, oral cancer, drugs that are also available in IV form, osteoporosis, Epoetin, and Chemotherapy Medicare-covered Part B Drugs.

You pay 20% coinsurance for all other Medicare –covered Part B Drugs with a maximum coinsurance amount of \$25 per claim for up to a 30- day supply.

**Non-Part B Outpatient prescription drugs**<sup>◇</sup>

The “Using the plan’s coverage for your prescription drugs” section of this booklet explains the prescription drug benefit, including rules you must follow to have prescriptions covered. What you pay for your prescription drugs through our plan is listed in the “What you pay for your prescription drugs” section of this booklet.

<sup>◇</sup>The amounts you pay for these services do not count towards your maximum out-of-pocket amount.

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Services that are covered for you	What you must pay when you get these services
<b>Injection services</b>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>There is a \$20 copayment for injections or injectable substances obtained at a physician's office.</p> <p>You pay \$20 for hormonal therapy treatment related to Gender Identity Disorder (GID).</p> <p>Injections or injectable substances obtained through a retail pharmacy are subject to the applicable Injectable or Specialty copayment.</p>
<b>Dental services</b>	<p><i>Prior authorization (approval in advance) may be required.</i></p> <p>A referral may be required.</p> <p>There is no copayment for Medicare-covered dental services.</p>
<p>In general, preventive dental services (such as cleaning, routine dental exams, and dental x-rays) are not covered by Original Medicare.</p> <ul style="list-style-type: none"><li>• Otherwise non-covered procedures or services, such as tooth removal, when performed by a dentist incident to and as an integral part of an otherwise Medicare-covered procedure</li><li>• Extractions of teeth to prepare jaw for radiation treatment of neoplastic disease</li><li>• Dental exams prior to kidney transplantation</li></ul>	

Services that are covered for you	What you must pay when you get these services
<b>Hearing services</b>	<i>Prior authorization (approval in advance) may be required.</i>
<ul style="list-style-type: none"><li>• Diagnostic hearing and balance evaluations performed by your PCP or provider to determine if you need medical treatment are covered as outpatient care when furnished by a physician, audiologist, or other qualified provider</li><li>• Routine (Non-Medicare-covered) hearing tests, limited to one test per year</li><li>• Hearing aids that adequately meet the member's medical needs</li></ul>	<p>A referral may be required.</p> <p>You pay \$20 for each Medicare-covered hearing test.</p> <p>You pay \$20 for each routine hearing test.</p> <p>There is no copayment for 2 hearing aid devices (analog or digital) every 36 months, with a benefit maximum of \$2000.</p> <p>No benefits will be provided for hearing aid charges which exceeds specifications prescribed for the correction of hearing loss.</p> <p>Hearing screening provided as part of a periodic health evaluation are covered at no charge.</p>

## Services that are covered for you

## What you must pay when you get these services



### Vision Care

Covered services include:

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

<sup>◇</sup>The amounts you pay for these services do not count towards your maximum out-of-pocket amount.

*Prior authorization (approval in advance) may be required.*

A referral may be required.

You pay \$20 for each Medicare-covered eye exam (diagnosis and treatment of diseases and injuries of the eye).

There is no copayment for Medicare-covered glaucoma screening. Vision screening, provided as part of a periodic health evaluation, are covered at no charge.

You pay \$20 for Medicare-covered diabetic retinopathy screening.

There is no copayment for Medicare-covered eyewear (one pair of eyeglasses or contact lenses after each cataract surgery).

You pay \$20 for each routine eye exam.

For covered services under routine Vision care<sup>◇</sup>, please refer to “Additional Benefit Information” portion of this section.

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**Services that are covered for you****What you must pay when you get these services**

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**Fitness Benefit (The Silver&Fit® Exercise and Healthy Aging Program)**

There is no coinsurance, copayment, or deductible for Fitness benefit.

Refer to the “Additional Benefit Information” portion later in this section for more Fitness information.

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**Health and wellness education programs** ♦**Nurse Hotline:**

Toll-free telephonic coaching and nurse advice from trained clinicians. The Nurse advice line is available 24 hours a day, 7 days a week for assistance with health-related questions. Members can access the nurse advice line by calling 1-800-893-5597, TTY (711).

There is no copayment for health and wellness education programs.

Refer to “Decision Power®: Health and Wellness” under “Additional Benefit Information” later in this section for more information on these benefits.

**Health Education**

Trained clinicians promote healthy behaviors and help build skills to enhance self-care capabilities. Provides support/education on treatment choices to assist in making health care decisions. Clinicians also send educational materials and advise of educational modules on Health Net's website.

♦The amounts you pay for these services do not count towards your maximum out-of-pocket amount.

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**What types of services are not covered by the plan?**

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

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

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

If you get services that are excluded (not covered), you must pay for them yourself. We won’t pay for the excluded medical services listed in the chart below except under the specific conditions listed. The only exception: we will pay if a service in the chart below is found upon

appeal to be a medical service that we should have paid for or covered because of your specific situation. (For information about appealing a decision we have made to not cover a medical service, go to the “Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a medical care coverage decision made by our plan)” portion of the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section in this booklet.)

All exclusions or limitations on services are described in the Medical Benefits Chart or in the chart below.

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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Services considered not reasonable and necessary, according to the standards of Original Medicare	√	
Experimental medical and surgical procedures, equipment and medications.  Experimental procedures and items are those items and procedures determined by our plan and Original Medicare to not be generally accepted by the medical community.		√  May be covered by Original Medicare under a Medicare-approved clinical research study or by our plan.  (See the “How are your medical services covered when you are in a “clinical research study?”” portion of the “Using the plan’s coverage for your medical services” section for more information on clinical research studies.)
Surgical treatment for morbid obesity		√  Covered only when medically necessary and covered under Original Medicare.
Private room in a hospital.		√  Covered only when medically necessary.
Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television.	√	

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Full-time nursing care in your home.	√	
*Custodial care is care provided in a nursing home, hospice, or other facility setting when you do not require skilled medical care or skilled nursing care.	√	
Homemaker services include basic household assistance, including light housekeeping or light meal preparation.	√	
Fees charged for care by your immediate relatives or members of your household.	√	
Cosmetic surgery or procedures		<p style="text-align: center;">√</p> <ul style="list-style-type: none"> <li>• Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member.</li> <li>• Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance.</li> </ul>
Non-routine dental care.		<p style="text-align: center;">√</p> <p>Dental care required to treat illness or injury may be covered as inpatient or outpatient care.</p>
Home-delivered meals	√	
Orthopedic shoes		<p style="text-align: center;">√</p> <p>If shoes are part of a leg brace and are included in the cost of the brace, or the shoes are for a person with diabetic foot disease.</p>
Supportive devices for the feet		<p style="text-align: center;">√</p>



Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
		Orthopedic or therapeutic shoes for people with diabetic foot disease.
Reversal of sterilization procedures and/or non-prescription contraceptive supplies.	√	
Naturopath services (uses natural or alternative treatments).	√	
Services provided to veterans in Veterans (VA) facilities		√ However, when emergency services are received at a 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.
Prenatal, maternity or post-partum care for a non-Health Net Seniority Plus (Employer HMO) Member acting as a surrogate	√	
Services related to educational and professional purposes are not covered, including ancillary services such as: Vocational rehabilitation; Employment counseling, training or educational therapy for learning disabilities; Investigations required for employment; Education for obtaining or maintaining employment, or for professional certification; Education for personal or professional growth, development or training; or Academic education during residential treatment.	√	

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Services that do not meet national standards for professional medical or mental health practice, including, but not limited to, Erhard/The Forum, primal therapy, bioenergetic therapy, sleep therapy, biofeedback, hypnotherapy and crystal healing therapy are not covered.	√	
Services that you get without a referral from your PCP or Medical Group, when a referral from your PCP or Medical Group is required for getting that service.	√	
Stem cell harvesting and storage not associated with an approved transplant.	√	
Therapy intended to change behavior by inducing a dislike for the behavior through association with a noxious stimulus is not covered	√	
Treatment or consultations provided by telephone are not covered.	√	
Private duty nurses.	√	
Routine dental care such as cleaning, fillings or dentures.	√	
Radial keratotomy, LASIK surgery, vision therapy and other low vision aids.	√	

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Acupuncture	√	

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

**Mental Disorders and Substance Abuse Exclusions and Limitations**

See the exclusions and limitations as listed under “Mental Health Care and Substance Abuse Benefits” later in this section.

**Vision Care Exclusions and Limitations**

See the exclusions and limitations as listed under “Vision Care” later in this section.

**Chiropractic Services Exclusions and Limitations**

See the exclusions and limitations as listed under “Chiropractic Services” later in this section.

**Silver & Fit Exclusions and Limitations**

See the exclusions and limitations as listed under “The Silver&Fit® Program” later in this section.

**Prescription Drug Exclusions and Limitations**

See the exclusions and limitations as listed in the “Using the plan’s coverage for your prescription drugs” section later in this *Evidence of Coverage*.

**Additional Benefit Information**

**Mental Health Care and Substance Abuse Benefits**

The Mental Health and Substance Abuse benefits are administered by MHN Services which contracts with Health Net to underwrite and administer these benefits.

**Getting Services from MHN-Contracted Providers**

Seniority Plus (Employer HMO) members have the freedom to use any MHN-Contracted Mental Health Service Providers listed in the plan's MHN Provider Directory. MHN-Contracted Mental Health Service Providers are also known as MHN Network Providers (Provider contract status changes from time to time; you can contact Health Net or look online for the most current listing of Medicare Advantage MHN Network Providers). A Mental Health Service Provider who does not contract with MHN is known as an Out-of-Network Provider.

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### **Inpatient and Alternate Levels of Care (Partial Hospitalization, Electro-Convulsive Therapy (ECT) )**

MHN Services must authorize these services and supplies to be covered. To get authorization for these services, you must call MHN at **1-800-646-5610** (or TTY: **711** for the hearing and speech impaired), Monday - Friday, 8:00 a.m. - 6:00 p.m.

MHN Services will refer you to a nearby MHN Network Provider. That provider will evaluate you to determine if additional treatment is necessary. If you need treatment, the MHN Network Provider will develop a treatment plan and submit that plan to MHN Services for review. When authorized by MHN Services, the proposed services will be covered by this Plan. If MHN Services does not approve the treatment plan, no further services or supplies will be covered for that condition. However, MHN Services may direct you to community resources where alternative forms of assistance are available.

For up-to-date provider information, please contact MHN Services at **1-800-646-5610** (or TTY: **711** for the hearing and speech impaired), Monday-Friday, 8:00 a.m. - 6:00 p.m. You may also contact Health Net's Member Services Department at the telephone number printed on the back cover of this booklet, or visit our website at <https://www.healthnet.com/uc>.

### **Outpatient Office-Based Mental Health Services**

For outpatient office-based mental health services, no pre-authorization or registration is required. You or your provider should contact MHN to verify eligibility, provider network status and discuss your benefits and any applicable copayments. Confirming your outpatient benefits and cost share can help ensure smooth claims payment as your case will be in our system

Medical necessity review may take place in the form of discussion with your provider about your treatment plan sometime during your course of treatment. MHN is available to answer any questions regarding your care. To contact MHN, call **1-800-646-5610** (or TTY: **711** for the hearing and speech impaired), Monday-Friday, 8:00 a.m. - 6:00 p.m.

### **What Mental Health and Substance Abuse Services are Covered?**

The following services are covered under your plan. Please refer to the Medical Benefits Chart for copayment and coinsurance information.

#### **Outpatient Services**

Outpatient crisis intervention, short-term evaluation and therapy, longer-term specialized therapy and any rehabilitative care that is related to Substance Abuse may be covered with unlimited visits, subject to Medical Necessity review as determined by MHN Services. Medication management care is also covered when appropriate. Refer to "Outpatient Mental Health Care" and "Outpatient Substance Abuse Services" in the Medical Benefits Chart for your cost-sharing information.

#### **Second Opinion**

MHN Services may, as a condition of coverage, require that you obtain a second opinion from an appropriate MHN Network Provider to verify the Medical Necessity or appropriateness of a Covered Service. In addition, you as a Member have the right to request a second opinion when:

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- Your MHN Network Provider renders a diagnosis or recommends a Treatment Plan that you are not satisfied with;
  - You are not satisfied with the result of the treatment rendered;
  - You question the reasonableness or necessity of recommended surgical procedures;
  - You are diagnosed with, or a Treatment Plan is recommended for, a condition that threatens loss of life, limb or bodily function or a substantial impairment, including but not limited to a Serious Chronic Condition; or
  - Your MHN Network Provider is unable to diagnose your condition or test results are conflicting.
  - The clinical indications are complex or confusing, a diagnosis is in doubt due to conflicting test results, or the MHN Network Provider is unable to diagnose the condition.
  - The Treatment Plan in progress is not improving your medical condition within an appropriate period of time for the diagnosis and plan of care.
  - You have attempted to follow the plan of care or consulted with the initial MHN Network Provider due to serious concerns about the diagnosis or plan of care.

To request an authorization for a second opinion contact MHN Services at **1-800-646-5610** (or TTY: **711** for the hearing and speech impaired), Monday-Friday, 8:00 a.m. - 6:00 p.m. MHN Services will review the request, and if a second opinion is considered Medically Necessary, MHN Services will authorize a referral to a another MHN Network Provider. When you request a second opinion, you will be responsible for any applicable copayments.

Second opinions will only be authorized for MHN Network Providers, unless it is demonstrated that an appropriately qualified MHN Network Providers is not available. MHN Services will ensure that the provider selected for the second opinion is appropriately licensed and has expertise in the specific clinical area in question.

If you face an imminent and serious threat to health, including, but not limited to, the potential loss of life, limb or other major bodily function, or lack of timeliness would be detrimental to the ability to regain maximum function, the second opinion will be rendered in a timely fashion appropriate to the nature of the condition not to exceed 72 hours of MHN Services receipt of the request, whenever possible. For a complete copy of this policy, contact MHN Services at **1-800-646-5610** (TTY: **711**), Monday-Friday, 8:00 a.m. - 6:00 p.m.

### **Inpatient Services**

If you think you require Inpatient services, you must obtain preauthorization from MHN Services. You must provide all necessary information concerning your problem before you begin treatment.

Inpatient treatment of a Mental Disorder or Substance Abuse is covered as shown above in the Medical Benefit Chart in this section.

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**Covered inpatient services and supplies include:**

- Accommodations in a room of two or more beds, including special treatment units, such as intensive care units and psychiatric care units, unless a private room is determined to be Medically Necessary.
- Supplies and ancillary services normally provided by the facility, including professional services, laboratory services, drugs and medications dispensed for use during the confinement, psychological testing and individual, family or group therapy or counseling.
- Intensive outpatient care program, which is a treatment program that is utilized when a patient's condition requires structure, monitoring, and medical/psychological intervention at least three (3) hours per day, three (3) times per week.
- Partial hospitalization/day treatment program, which is a treatment program that may be free-standing or Hospital-based and provides services at least four (4) hours per day and at least four (4) days per week.

Except in an emergency, and intensive outpatient care services and supplies provided without preauthorization will not be covered by MHN Services – even if those services or supplies would have been covered had you requested preauthorization.

**Detoxification**

Inpatient services for acute detoxification and treatment of acute medical conditions relating to Substance Abuse are covered, except as stated below in “Mental Disorders and Substance Abuse Exclusions and Limitations.”

**Emergency Services**

Screening, examination and evaluation by a physician or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a Psychiatric Emergency Medical Condition exists, and the care and treatment necessary to relieve or eliminate the Psychiatric Emergency Medical Condition, within the capability of the facility.

MHN has a licensed clinician available 24 hours a day, seven days a week to address all requests for immediate admission to a facility if the patient poses a danger to self or others or is gravely disabled. MHN Services can be contacted at **1-800-646-5610** (TTY: **711** for the hearing and speech impaired) 24 hours a day, seven days a week.

In cases of emergency services, MHN Services uses the following “Prudent Layperson Standard” definition. The "Prudent Layperson Standard" is as follows: Emergency medical condition means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: 1) serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child; 2) serious impairment to bodily function; 3) serious dysfunction of any organ or part.

**Transition of Care for New Enrollees**

If you are receiving ongoing care for an Acute, serious, or chronic mental health condition from Out-of-Network Provider at the time you enroll with Health Net, we may temporarily cover

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services from an Out-of-Network Provider, subject to applicable copayments and any other exclusions and limitations of this Plan.

Your Out-of-Network Provider must be willing to accept MHN Services' standard mental health provider contract terms and conditions.

If you would like more information on how to request continued care, or request a copy of our continuity of care policy, please call MHN Services at **1-800-646-5610** (TTY: **711** for the hearing and speech impaired), Monday-Friday, 8:00 a.m. - 6:00 p.m.

### **Mental Disorders and Substance Abuse Exclusions and Limitations**

Mental health care as a condition of parole, probation or court-ordered testing for Mental Disorders is limited to Medically Necessary services and subject to this Plan's visit limits described earlier in this section.

Services and supplies for treating Mental Disorders and Substance Abuse are covered only as specified in the Medical Benefits Chart under "Inpatient Mental Health Care," "Outpatient Mental Health Care" and "Outpatient Substance Abuse Services."

### **The following items and services are limited or excluded under the Mental Disorders and Substance Abuse Services:**

- Court-ordered testing and treatment, except when Medically Necessary and within the allowable visits under the plan contract.
- Private Hospital rooms and/or private duty nursing, unless determined to be a Medically Necessary Service and Authorization from MHN Services is obtained.
- Ancillary services such as:
  - Vocational rehabilitation and other rehabilitation services.
  - Behavioral training.
  - Speech or occupational therapy.
  - Sleep therapy and employment counseling.
  - Training or educational therapy or services.
  - Other education services.
  - Nutrition services.
- Treatment by providers other than those within licensing categories recognized by Medicare or MHN Services as providing medically necessary services in accordance with applicable medical community standards.
- CMS excludes LMFT and LLPC licenses for coverage and reimbursement.
- Treatment at a Partial Hospitalization Program or Intensive Outpatient Program that is not a Medicare certified provider by CMS.

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- Services in excess of those with respect to which Authorization by MHN Services is obtained when authorization is required.
  - Psychological testing except as conducted by a licensed psychologist for assistance in Treatment Planning, including medication management or diagnostic clarification. All educational, academic and achievement tests, psychological testing related to medical conditions or to determine surgical readiness and automated computer based reports are specifically excluded.
  - All prescription or non-prescription drugs and laboratory fees, except for drugs and laboratory fees prescribed by a practitioner in connection with Inpatient treatment.
  - Inpatient services, treatment, or supplies rendered without Authorization, except in the event of Emergency Services.
  - Healthcare services, treatment, or supplies rendered in a non-emergency by a provider who is an Out-of-Network Provider, unless Authorization by MHN Services has been received or as otherwise provided by the Plan.
  - Damage to a hospital or facility caused by the Member.
  - Healthcare services, treatment or supplies determined to be Experimental by MHN Services in accordance with accepted mental health standards, except as otherwise required by law.
  - Treatment for biofeedback, acupuncture or hypnotherapy.
  - Healthcare services, treatment, or supplies rendered to the Member which are not Medically Necessary Services. This includes, but is not limited to, services, treatment, or supplies primarily for rest or convalescence, Custodial Care or Domiciliary Care as determined by MHN Services.
  - Services received before the Member's effective date or services received during an Inpatient stay that began before the Member's effective date. Additionally, services received after the Member's coverage ended are not covered, except for services received during an Inpatient stay that began before the Member's termination date.
  - Professional services received from a person who lives in the Member's home or who is related to the Member by blood or marriage.
  - Services performed in any emergency room that are not directly related to the treatment of a Mental Disorder.
  - Services received out of the Member's primary state of residence except in the event of Emergency Services and Care and as otherwise authorized by MHN Services.
  - Transcranial Magnetic Stimulation (TMS) treatment.
  - All other services, confinements, treatments or supplies not provided primarily for the treatment of specific covered benefits and/or specifically included as Covered Services elsewhere in this Plan.



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## **How do I file a claim for Mental Health and Substance Abuse Services?**

In most cases your mental health provider will submit your claims directly to MHN. If you receive a bill for the services, submit your claim to MHN Services. Claims forms can be found online at [www.mhn.com](http://www.mhn.com) or call MHN's Claims Line for assistance at the toll-free number at **1-800-444-4281** (TTY: **711**, available for the hearing and speech impaired), Monday through Friday from 8:00 a.m. to 7:00 p.m.

### **Attach your itemized bill to the claim form. Mail the itemized bill and completed claim form to:**

MHN Claims Department  
PO Box 14621  
Lexington, KY 40512-4621

You can also contact MHN Services at **1-800-646-5610** (TTY: **711**) for the hearing and speech impaired), Monday-Friday, 8:00 a.m. - 6:00 p.m. to check the status of your claim. We will be able to provide a status within 72 hours of receipt of your claim. If a reimbursement is due to you, a check will be mailed no later than 60 days of receipt of your claim.

## **When You Receive Emergency/Urgent Services from an Out-of-Network Provider/Facility**

You may be hospitalized at an Out-of-Network Facility due to an immediate medical emergency. You may be transferred to an MHN Services facility as soon as your medical condition is stable enough for such a move. If MHN Services arranges a transfer, MHN Services will be financially responsible for the cost of the transportation to an MHN Services facility. When receiving Emergency Care from an Out-of-Network provider, you should request that the provider bill MHN Services directly for services. If the provider bills you directly, MHN Services will reimburse you charges paid for emergency services and out-of-area urgent care services less any applicable copayments. In order to receive reimbursement, you should submit an itemized bill and completed claim form to MHN Services. A claim form can be obtained online at [www.mhn.com](http://www.mhn.com) or by contacting MHN's Claims Line for assistance at the toll-free number **1-800-444-4281** (TTY: **711**, available for the hearing and speech impaired) Monday through Friday from 8:00 a.m. to 7:00 p.m.

Completed claim forms should be submitted to:

MHN Claims Department  
PO Box 14621  
Lexington, KY 40512-4621

## **QUESTIONS?**

For up-to-date provider information or to obtain authorization to receive services, please contact MHN Services at **1-800-646-5610** (TTY: **711** for the hearing and speech impaired), Monday-Friday, 8:00 a.m. - 6:00 p.m. Calls to these numbers are free. Or visit MHN Services' web site at [www.mhn.com](http://www.mhn.com) for a list of MHN Network Providers in your area.

The benefits included in this section are subject to the same appeals process as any other benefits. See section “*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*” for information about making complaints.

## **Vision Care**

### **Refractive Eye Examination**

Eye examinations to determine the need for correction of vision are covered and must be provided through your contracting Physician Group.

### **Eyewear**

You are covered for one (1) pair of Eyeglasses or Contact Lenses after each cataract surgery with insertion of an intraocular lens.

We also cover Eyewear beyond what Medicare covers as described below:

You can obtain an annual eye exam with your basic medical benefit through your Health Net Seniority Plus (Employer HMO) contracting Physician Group. Please refer to the “Vision Care” portion of the Medical Benefit Chart in this section for your cost-sharing amounts. We also offer coverage for your eyewear. The Health Net Vision Plan is offered by Health Net Seniority Plus (Employer HMO), which is serviced by EyeMed Vision Care, LLC.

### **How To Use The Plan**

- Make arrangements for your routine annual eye exam through your contracting Physician Group or PCP. For referral to a Specialist (ophthalmologist or optometrist), please contact your PCP directly. Vision care provided by someone other than a Health Net Seniority Plus (Employer HMO) contracted optometrist or ophthalmologist will not be covered.
- Go to your eye exam, and if you require eyeglasses or contact Lenses, a prescription will be written. You are able to purchase eyewear from a list of Health Net Vision participating eyewear Providers in California. Please note that the Specialist who is authorized to provide your eye exam may not be a Health Net Vision contracting Provider. Eyewear supplied by Providers other than Health Net Vision Participating Eyewear Providers are not covered. For more information or a list of Health Net Vision participating eyewear Providers in California, please contact Health Net Vision at **1-866-392-6058** Monday through Saturday, 4:30 a.m. to 8:00 p.m. and Sunday, 8:00 a.m. to 5:00 p.m., excluding major holidays. Hearing services are available at TTY: 711, or visit our website at <https://www.healthnet.com/uc>
- Payment for the prescription order eyewear received from a Health Net Vision participating eyewear Provider will be made directly to that Health Net Vision participating Provider.

That’s all you need to do to get your new eyeglasses or contact Lenses. The Health Net Vision participating Provider will take care of all of the paperwork and billing for you.

If you have questions about your Vision Care benefits or would like a list of Health Net Vision participating Eyewear Providers, you may call the Health Net Vision Customer Service Department at **1-866-392-6058**. Normal business hours are Monday through Saturday, 4:30 a.m. to 8:00 p.m. and Sunday, 8:00 a.m. to 5:00 p.m., excluding major holidays. Hearing services are available at TTY: 711.

### **Eyewear Benefits**

Eyewear benefits differ from all others in that no copayment is specified. However, you must pay the difference between the retail price of Eyewear and the Eyewear allowance described below. When the cost-sharing column states “Health Net Vision pays in full,” you pay nothing.

#### **Eyewear Schedule:**

##### **Cost Sharing:**

##### **Frames (one pair of frames during a 24-month period\*)**

Frames	Health Net Vision pays the first \$100. You pay 80% of the remaining balance, if applicable.
<i>(Any available frame at provider location)</i>	

##### **Standard Plastic Eyeglass Lenses (one pair every 24 months\*)**

Single Vision	Health Net Vision pays in full.
Bifocal	Health Net Vision pays in full.
Trifocal	Health Net Vision pays in full.
Standard Progressive Lenses	You pay \$65. Health Net Vision pays the remaining balance.
Premium Progressive Lenses	You pay \$65 plus 80% of the retail charge, minus the \$120 plan allowance.

##### **Eyeglass Lens Options (one every 24 months\*)**

Tint – Solid or Gradient	Health Net Vision pays in full.
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##### **Contact Lenses – in lieu of eyeglass lenses**

*(Contact lens allowance includes materials only.)*

Conventional/Cosmetic (once every 24 months*)	Health Net Vision pays the first \$100. You pay 85% of the remaining balance, if applicable.
Disposable/Cosmetic	Health Net Vision pays the first \$100. You pay 100% of

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(If disposable Contact Lenses are used, you need to purchase enough pairs of disposable contact lenses to reach the allowable amount shown in the "Eyewear Schedule" at one visit. If you do not use the full allowed amount during the initial purchase, the remaining balance will not carry over.) Medically Necessary** - (one pair every 24 months*)  Conventional or Disposable	the remaining balance, if applicable.  Health Net Vision pays in full.
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\*Multi-year benefits may not be available in subsequent years.

\*\* *Contact Lenses are defined as Medically Necessary if the individual is diagnosed with one of the following conditions:*

- High Ametropia exceeding -10D or +10D in meridian powers
- Anisometropia of 3D in meridian powers
- Keratoconus when the member's vision is not correctable to 20/25 in either or both eyes using standard spectacle lenses
- Vision improvement for members whose vision can be corrected two lines of improvement on the visual acuity chart when compared to the best corrected standard spectacle lenses

Contact lenses applied to meet the approved criteria related to eye conditions as established by the EyeMed Quality Assurance Committee. These eye conditions prevent the member from achieving a specified level of visual acuity through the wearing of conventional spectacle lenses. The contact lenses may be any modality (e.g., soft conventional, soft disposable, gas permeable, etc.) depending on the eye condition and the recommendation of the provider.

*EyeMed will deny the coverage if the prescription does not fall within the defined guidelines. Alternatively, you can use the standard contact lens benefit as described in the plan.*

### **Vision Care Exclusions and Limitations**

The following items and services are also limited or excluded under the Vision Care benefits:

- Eye exams are not covered. For covered eye exams, please refer to the Medical Benefits Chart earlier in this section.
- The fitting or dispensing of more than one set of Frames and one pair of Standard Plastic Eyeglass Lenses or Contact Lenses during any 24-month period is not covered, except in cases where the Member's prescription changes significantly.
- Lenses that correct the vision defect known as aniseikonia are not covered.
- Diagnostic services and medical or surgical treatment of the eye are not covered. For covered surgical treatments, please refer to the Medical Benefits Chart earlier in this section.
- Services or supplies provided by a Provider other than a Health Net Vision Participating Eyewear Provider are not covered.
- Nonprescription vision devices and sunglasses are not covered.
- Additional fitting and measurement charges, or special consultation charges due to the

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purchase of optional Frames, are not covered.

- Orthoptics or vision training aids are not covered.
- Prescription drugs or over-the-counter drugs are not covered. For covered Prescription drugs or over-the-counter drugs, please refer to the Medical Benefits Chart earlier in this section.
- Vision aids (other than Eyeglasses or Contact Lenses) are not covered.
- Cost-sharing amounts are a one-time-use benefit; no remaining balances.
- Out-of-Network vision care services are not covered.
- Lost or broken materials are not covered, except in the next Benefit Frequency when materials would next become available.
- Corrective eyewear required by an employer as a condition of employment and safety eyewear, unless specifically covered under the plan.
- Two pair of glasses in lieu of bifocals.
- Services or materials provided by any other group benefit plan providing vision care.
- Services rendered after your coverage ends, except when materials that were ordered before coverage ended are delivered and the services rendered to you are within 31 days from the date of such order.
- Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state, or subdivisions thereof.
- Discounts or promotional offers do not apply for benefits provided by other benefit plans. If a discount or promotional offer is accepted, plan benefits do not apply for the benefit period. Allowances are one-time-use benefits; no remaining balance.

## LIABILITY FOR PAYMENT

You will be responsible for the cost of any vision services received from a Health Net Vision non-participating provider, as well as any charges for services received from Health Net Vision participating providers that exceed the benefits listed in your *Evidence of Coverage*.

## QUESTIONS?

For up-to-date provider information, to obtain authorization to receive services, or if you have any questions concerning claims about vision care services, please contact Health Net Vision at **1-866-392-6058** Monday through Saturday, 4:30 a.m. to 8:00 p.m. and Sunday 8:00 a.m. to 5:00 p.m. excluding major holidays (or for the hearing and speech impaired call TTY:711, excluding major holidays). Or visit the Health Net Vision web site at <https://www.healthnet.com/uc> for a list of Health Net Vision participating providers in your area.

### Chiropractic Services

American Specialty Health Plans of California, Inc. (ASH Plans) will provide access to covered Chiropractic Services for you. You may access any ASH Plans Contracted Chiropractor without a physician referral, including without a Referral from your Primary Care Physician ("PCP"). All

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covered Chiropractic Services must be Medically Necessary and may require verification of Medical Necessity through an authorization process by ASH Plans, except as listed below. The ASH Plans Contracted Chiropractor you select will provide the initial examination and will contact ASH Plans for any required verification of medical necessity of the treatment plan he/she develops for you. For a list of ASH Plans Contracted Chiropractors, please call ASH Plans at **1-800-678-9133** (or TTY: 711), Monday through Friday, 5:00 a.m. to 6:00 p.m., excluding holidays.

Chiropractic Services are covered up to the maximum of 20 visits per Plan Year. You may receive covered Chiropractic Services from any ASH Plans Contracted Chiropractor at any time, and you are not required to pre-designate the ASH Plans Contracted Chiropractor from whom you will receive covered Chiropractic Services. You must receive covered Chiropractic Services from an ASH Plans Contracted Chiropractor, except that:

- You may receive Urgent and Emergency Chiropractic Services from a non-Contracted Practitioner; and
- If covered Chiropractic Services are not available and accessible, you may obtain covered Chiropractic Services from a non-Contracted Practitioner who is available and accessible to you upon referral by ASH Plans.

The following Chiropractic Services do not require medical necessity review by ASH Plans:

- An initial examination by an ASH Plans Contracted Chiropractor to the extent consistent with professionally recognized standards of practice;
- Urgent Services ♦; and
- Emergency Chiropractic Services ♦.

♦ Please refer to the Chiropractic Covered Services section for the ASH Plans benefit definition as it pertains to chiropractic services.

### **Chiropractic Covered Services:**

- You are required to pay a copayment for each office visit to an ASH Plans Contracted Chiropractor, as described below. A maximum number of visits per plan year will apply to each Member. All Chiropractic Services, except for the initial evaluation, and urgent/emergency services, may require verification of Medical Necessity.
- A new patient exam or an established patient exam for the initial evaluation of a patient with a new condition or new episode to determine the appropriateness of Chiropractic Services. A new patient is one who has not received any professional services from the practitioner, or another practitioner of the same specialty who belongs to the same group practice, within the past three years. An established patient is one who has received professional services from the practitioner, or another practitioner of the same specialty who belongs to the same group practice, within the past three years.
- Established patient exams to assess the need to initiate, continue, extend, or change a Course of Treatment. The established patient exam may require verification of Medical Necessity.



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- Adjunctive modalities and procedures such as rehabilitative exercise, traction, ultrasound, electrical muscle stimulation, and other therapies are covered only when provided during the same Course of Treatment and in support of chiropractic manipulation of the spine, joints, and/or musculoskeletal soft tissue.
  - Follow-up office visits may include manipulation of the spine, joints and/or musculoskeletal soft tissue, a re-evaluation, and/or other services, in various combinations.
  - X-rays and clinical laboratory tests are payable in full when provided by or referred by an ASH Plans Contracted Chiropractor and verified by ASH Plans as being Medically Necessary. Radiological consultations are a covered benefit when verified by ASH Plans as being Medically Necessary Services and when provided by a licensed chiropractic radiologist, medical radiologist, radiology group, or hospital that has contracted with ASH Plans to provide those services.
  - Chiropractic Supports and Appliances ◀ are covered up to a maximum of \$50 per year when verified by ASH Plans as being Medically Necessary for the treatment of either Musculoskeletal and Related Disorders, Pain Syndromes or both.
  - Urgent Services ▲.
  - Emergency Services ▼.

◀Covered Chiropractic Supports and Appliances may include cervical collars, cervical pillows, heel lifts, non-electric heat pads, cushions, rib belts and home-traction lumbar. You would receive the Chiropractic Support/Appliance, or a prescription for one would be received, from the ASH Plans Contracted Chiropractor and you would submit a claim to ASH Plans for reimbursement.

▲Urgent Services are Covered Services that are Chiropractic Services necessary to prevent serious deterioration of the health of a Member, resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy, for which treatment cannot be delayed until you return to the Service Area. ASH Plans shall determine whether Chiropractic Services constitute Urgent Services.

▼Emergency Services consist of Covered Services that are Chiropractic Services provided to manage an injury or condition with a sudden and unexpected onset which manifests itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson who possesses an average knowledge of health or medicine, could reasonably expect that the absence of immediate clinical attention to result in (1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction of any bodily organ or part; or (4) decreasing the likelihood of maximum recovery. ASH Plans shall determine whether Chiropractic Services constitute Emergency Services.

## **Second Opinion**

You have direct access to any other ASH Plans Contracted Chiropractor. Your visit to another ASH Plans Contracted Chiropractor for purposes of obtaining a second opinion generally will count as one visit, for purposes of any Maximum Benefit, and you must pay any Copayment that applies for that visit on the same terms and conditions as a visit to any other ASH Plans Contracted Chiropractor.

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### **X-ray and Laboratory Tests**

X-ray services are covered when Medically Necessary and performed in the ASH Plans Contracted Chiropractor's office. An X-ray service may be performed during an initial examination or a subsequent office visit or separately. If performed separately, a copayment will be required.

X-ray services with radiological consultations are a covered benefit when verified by ASH Plans as being Medically Necessary Chiropractic Services and provided by a licensed chiropractic radiologist, medical radiologist, radiology group, or hospital which has contracted with ASH Plans to provide those services. ASH Plans' approval of X-rays, laboratory tests, and radiological consultations is not required to the extent any such services constitute Emergency Chiropractic Services. Laboratory tests are payable in full when prescribed by an ASH Contracted Chiropractor and authorized by ASH Plans.

### **Chiropractic Services Exclusions and Limitations**

The following items and services are limited or excluded under Chiropractic Services:

- Services rendered in excess of visit limits or benefit maximums.
- Prescription drugs or medicines, including a non-legend or proprietary medicine or medication not requiring a prescription order.
- Air conditioners, air purifiers, therapeutic mattresses, supplies or any other similar devices or appliances; and all support appliances or durable medical equipment **except those specifically noted as covered above under "Chiropractic Covered Services."**
- Education programs, non-medical lifestyle or self-help, or any self-help physical exercise training or any related diagnostic testing.
- Hypnotherapy, behavior training, sleep therapy, and weight programs.
- Services or treatments delivered by a Non-Contracted Practitioner, except for (a) Emergency Services; (b) Urgent Services; (c) services that are provided pursuant to a continuity of care plan approved by ASH Plans; or (d) services that are provided upon referral by ASH Plans in situations where such services are not available and accessible to a Member from a Contracted Chiropractor within the Service Area.
- Adjunctive physiotherapy modalities and procedures unless provided during the same Course of Treatment and in conjunction with chiropractic manipulation of the spine, joints, and/or musculoskeletal soft tissue.
- Services, exams (other than an initial examination to determine the appropriateness of Chiropractic Services), and/or treatments for conditions other than Musculoskeletal and Related Disorders or Pain Syndromes.
- Services provided by a chiropractor practicing outside California, except for Emergency Chiropractic Services or Urgent Services.
- Any service or supply that is not permitted by state law with respect to the practitioner's scope of practice.
- Thermography; magnets used for diagnostic or therapeutic use; nerve conduction studies (e.g., EEG, EMG, SEMG, SSEP, and NCV); or electrocardiogram (EKG) studies, ion cord devices, manipulation or adjustments of the joints, physical therapy services, iridology,



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hormone replacement products, acupuncture point or trigger-point injections (including injectable substances), laser/laser biostim, colorpuncture, NAET diagnosis and/or treatment, and direct moxibustion.

- Transportation costs, including local ambulance charges.
- Dietary and nutritional supplements, including vitamins, minerals, herbs, herbals and herbal products, injectable supplements and injection services, or other similar products.
- Magnetic resonance imaging, CAT scans, bone scans, nuclear radiology, therapeutic radiology, and any diagnostic radiology other than covered plain film studies.
- Services or treatments for pre-employment physicals or vocational rehabilitation.
- Services and other treatments that are classified as Experimental or Investigational.
- Any services or treatments for conditions caused by or arising out of the course of employment or covered under workers' compensation or similar laws.
- Auxiliary aids and services, including, but not limited to, interpreters, transcription services, written materials, telecommunications devices, telephone handset amplifiers, television decoders and telephones compatible with hearing aids.
- Hospitalization, surgical procedures, anesthesia, manipulation under anesthesia, proctology, colonic irrigation, injections and injection services under anesthesia, or other related services.

### **How to File a Claim for Chiropractic Services**

In most cases your Chiropractic service practitioner will submit your claims to ASH Plans. To file a claim you may have, please send us a letter or complete an ASH Plans claim form. If you need a claim form, contact ASH Plans at **1-800-678-9133** (or TTY: 711), Monday through Friday, 5:00 a.m. to 6:00 p.m. excluding holidays.

Attach your itemized bill to the claim form or letter. Mail the itemized bill, completed claim form or letter to:

Claims Administration  
American Specialty Health Plans, Inc.  
P.O. Box 509002  
San Diego, CA 92150-9002

If a reimbursement is due to you, a check will be mailed within 30 days of receipt of your completed claim.

### **When You Receive Emergency/Urgent Services from a Non-Contracted ASH Plans Practitioner/Facility**

When receiving Emergency Care or Urgent Care from a non-Contracted Practitioner, you should request that the practitioner bill ASH Plans directly for services. If the practitioner bills you directly, ASH Plans will reimburse you charges paid for emergency services and out-of-area urgent care services less any applicable copayments. To receive reimbursement, you should submit an itemized bill and completed claim form to ASH Plans. A claim form can be obtained by contacting ASH Plans at **1-800-678-9133** (or TTY: 711), Monday through Friday, 5:00 a.m. to 6:00 p.m., excluding holidays.

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Completed claim forms should be submitted to:

Claims Administration  
American Specialty Health Plans, Inc.  
P.O. Box 509002  
San Diego, CA 92150-9002

### **QUESTIONS?**

For up-to-date practitioner information, please contact ASH Plans at **1-800-678-9133** (or TTY: 711), Monday through Friday, 5:00 a.m. to 6:00 p.m., excluding holidays.

### **Grievance Procedures**

If you have a complaint about the Chiropractic program or services you received, call Customer Service at **1-800-275-4737** (TTY: **711**) 8:00 a.m. to 8:00 p.m., seven days a week. See the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet for more information.

### **Medicare Appeals Procedure**

You have the right to appeal (request a reconsideration) if you (or your ASH Plans Contracted Chiropractor) request authorization of chiropractic services that you believe are covered under the plan, and ASH Plans denies your request; or if ASH Plans denies payment of emergency or urgent chiropractic services you received from a non-Contracted Practitioner. See the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet for more information.

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### **The Silver&Fit® Program**

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The Silver&Fit program is an Exercise and Healthy Aging Program which provides a no-cost membership at a participating Silver&Fit fitness facility from a broad network, or membership in the Silver&Fit Home Fitness Program for members who are unable to visit a fitness facility or prefer to work out at home. The Silver&Fit program is provided by American Specialty Health Fitness, Inc., a subsidiary of American Specialty Health Incorporated. There are no copays, co-insurance, or deductibles to participate in the Silver&Fit Program.

**Prior to participating in any exercise or weight management program, it is important for you to seek the advice of a physician or other qualified health professional.**

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## How do I enroll?

Simply choose a participating fitness facility online at SilverandFit.com or call Silver&Fit customer service at 1-888-797-7757 or TTY phone 711 (National Relay Services), Monday – Friday, 5:00 a.m. – 6:00 p.m. excluding holidays to choose a facility. Once you have chosen a fitness facility, take your fitness card, located on the enrollment flier, to the fitness facility of your choice. You may be required by the fitness facility you choose to sign a membership agreement. The membership agreement that you may be required to sign at the fitness facility is for a no-cost “standard fitness facility membership,” which includes the covered services available through the program, described below. If you choose to access fitness facility services otherwise available by the facility at an additional fee, then the agreement may reflect costs associated with those non-program related services.

If you wish to enroll in the Silver&Fit Home Fitness program, you can enroll online at www.SilverandFit.com or by calling Silver&Fit customer service at 1-888-797-7757 or TTY phone 711 (National Relay Services), Monday – Friday, 5:00 a.m. – 6:00 p.m., excluding holidays.

## Explanation of Covered Services (i.e. what is a “standard fitness facility membership?”)

### Fitness Clubs

The standard fitness club membership with the Silver&Fit program includes all of the services and amenities included with your fitness club membership, such as:

- Cardiovascular equipment
- Free weights or resistance training equipment
- Group exercise classes, if available
- Where available, amenities such as saunas, steam rooms, pools, and whirlpools

It does not include any non-standard fitness club services that typically require an additional fee.

### Exercise Centers

The standard exercise center membership with the Silver&Fit program typically includes classes in strength, cardiovascular, and/or flexibility training, depending on what is available at the exercise center. Exercise centers may include Pilates, yoga studios, or others.

## Explanation of Covered Services (i.e. what is “the Silver&Fit Home Fitness Program?”)

If during enrollment you choose to participate in the Silver&Fit Home Fitness Program, you may choose to receive up to two of the following kits per benefit year:

- Cardio Strength Kit

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- Walking Kit (pedometer and walking program instructions)
  - Yoga Kit
  - Tai Chi Beginner Kit
  - Tai Chi for Balance Intermediate Kit
  - Chair Pilates Kit
  - Aquatic Exercise Kit
  - Stress Management Kit
  - Chair Dancing Kit
  - Chair Boxing Kit
  - Chair Resistance Band Kit
  - Chair Tai Chi Kit
  - Chair Aerobics Kit
  - Chair Yoga Kit
  - Exercise for the Bed Ridden Kit
  - High Intensity Workout I and II Kits

The Silver&Fit Home Fitness Program kits may include:

- A DVD
- A booklet with general information about the topic
- A “Quick Start” guide that explains how to start using the equipment items – this may be part of the booklet, or it may be separate

### **Services offered through the "Customer Service Hotline"**

You may call Silver&Fit member services at 1-888-797-7757 or TTY 711 (National Relay Services), Monday through Friday, 5:00 a.m. – 6:00 p.m. excluding holidays, for information on any of the following:

- Fitness facility search
- Enrollment
- Program design
- Eligibility
- Changing fitness facilities
- Fitness facility nominations

### **Silver&Fit Website**

As a Silver&Fit eligible member, you have access to the Silver&Fit website, [www.SilverandFit.com](http://www.SilverandFit.com), which is a valuable resource to you. You may:

- Utilize the fitness facility search
- Access Healthy Aging classes to help you make better health decisions
- Utilize the Silver&Fit Connected!™ program, a fun and easy way to track your exercise at a facility or through a wearable fitness device or app and earn rewards
- Access to *The Silver Slate*® newsletter

- Access to other web tools such as challenges, online classes, and more

## Exclusions and limitations

The following services are not offered:

- Services or supplies provided by any person, company or facility other than a Silver&Fit participating fitness facility
- All education materials other than those produced for Silver&Fit by American Specialty Health Incorporated
- Telecommunications devices, telephone handset amplifiers, television recorders, and telephones compatible with hearing aids
- Education program services for individuals other than the member
- Prescription drugs, over-the-counter products, dietary supplements, herbal supplements, vitamins, minerals, weight control products, meal-replacement beverages or powders, or any other types of food or food product, whether or not it is recommended, prescribed, or supplied by a health care provider, fitness facility, or program
- All listening devices, including, but not limited to, audiotape and CD players
- Services for members with serious medical conditions for which Silver&Fit services are not appropriate.
- Purchase of a wearable fitness device or app is not included.

The benefits included in this section are subject to the same appeals process as any other benefits. See the “*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*” section of this booklet for more information.

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## Decision Power® - Health and Wellness

### A bridge to healthy actions

#### A bridge to healthy actions

You have access to Health Net’s Decision Power®: Health & Wellness, our integrated health and wellness program that bridges the gap between knowing how to achieve improved wellness, and getting the support and confidence to take action.

Whether you’re focused on staying fit, dealing with back pain or facing a serious diagnosis, Decision Power can help you and your doctors make the right health and treatment decisions.

#### Decision Power® – Here to Help You Achieve Your Health and Wellness Goals

*We make it personal, so you can make lasting changes.*

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Your road to improved health and wellness through Decision Power begins online with our self-directed online tools and programs. With resources like our health risk questionnaire (HRQ) you can better manage your health and enhance healthy habits.

### **Health Promotion programs**

Want a more flexible way to improve your health and wellness – on your terms? Our Decision Power Health Promotion programs offer a self-directed, online way to achieve and maintain your health goals. These programs are available online, so you can take steps for positive and lasting changes when and where it's most convenient for you. Topics include weight loss, stress relief, and healthy diet.

### **Wellness health coaching**

One-on-one phone support is available through our wellness health coaching, giving you access to a health educator who will help you reach your goals and sustain positive behavioral change.

### **Tobacco Cessation**

The tobacco cessation program covers any type of tobacco, lets you talk with a coach for encouragement and support, and offers a personalized plan to quit.

Here's a look at what you get:

- In-depth assessment and personalized cessation plans, with medication support recommendations.
- Proactive, one-on-one counseling calls, plus unlimited calls to our program clinicians.

To learn more about these services log in at our Wellness Center at <https://www.healthnet.com/uc> to get started.

### ***Valuable tools that put health information in reach***

#### **Nurse Advice Line**

Toll-free telephonic nurse advice from trained clinicians is available 24 hours a day, 7 days a week. Health Net's Nurse Advice Line provides real time support to help the member determine the level of care needed at the moment. Members can access the nurse advice line by calling 1-800-893-5597, TTY (711).

#### **Healthy Discounts**

We recognize that healthy living goes beyond your covered medical benefits. And, with this in mind, we've developed Decision Power Healthy Discounts, a discount program that gives you valuable discounts on health-related services and products.

Decision Power — use it whenever and as much as you like. Because when it comes to your health, there's more than one right answer.

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Try it today! Log on to <https://www.healthnet.com/uc> or call the Member Services number on your Health Net ID card for more information or to be connected to the nurse advice services.

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## USING THE PLAN'S COVERAGE FOR YOUR PRESCRIPTION DRUGS

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

The “Extra Help” program helps people with limited resources pay for their drugs. For more information, see the portion on “Information about programs to help people pay for their Part D prescription drugs” in the “Important phone numbers and resources” section.

### Are you currently getting help to pay for your drugs?

If you are in a program that helps pay for your drugs, **some information in this Evidence of Coverage about the costs for Part D prescription drugs may not apply to you.** We send you a separate insert, called the “Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs” (also known as the “Low Income Subsidy Rider” or the “LIS Rider”), which tells you about your drug coverage. If you don't have this insert, please call Member Services and ask for the “LIS Rider.” (Phone numbers for Member Services are printed on the back cover of this booklet.)

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## Introduction

<b>This section describes your coverage for drugs</b>
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This section explains rules for using your coverage for drugs. The next section in this booklet, “What you pay for your prescription drugs,” tells what you pay for drugs.

In addition to your coverage for Part D drugs, our plan covers some drugs not covered by Part D. These drugs are included on our Drug List. The amount you pay when you fill a prescription for these drugs does not count towards qualifying you for the Catastrophic Coverage Stage.

Through its coverage of Medicare Part A benefits, our plan generally covers drugs you are given during covered stays in the hospital or in a skilled nursing facility. Through its coverage of Medicare Part B benefits, our plan covers drugs including certain chemotherapy drugs, certain drug injections you are given during an office visit, and drugs you are given at a dialysis facility. The “Medical Benefits Chart (what is covered and what you pay)” section in this booklet tells about the benefits and costs for drugs during a covered hospital or skilled nursing facility stay, as well as your benefits and costs for Part B drugs.

Your drugs may be covered by Original Medicare if you are in Medicare hospice. Our plan only covers Medicare Parts A, B, and D services and drugs that are unrelated to your terminal prognosis and related conditions and therefore not covered under the Medicare hospice benefit. For more information, please see the “*What if you're in Medicare-certified hospice?*” section of this booklet. For information on hospice coverage, see the hospice section in the “Medical Benefits Chart (what is covered and what you pay)” section of this booklet.



The following sections discuss coverage of your drugs under the plan's Part D benefit rules section, "*Drug coverage in special situations*" and includes more information on your Part D coverage and Original Medicare.

In addition to the plan's prescription drug and medical benefits coverage, your drugs may be covered by Original Medicare if you are in Medicare hospice. For more information, see the "*What if you're in Medicare-certified hospice?*" section in this booklet.

### **Basic rules for the plan's drug coverage**

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

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

## **Fill your prescription at a network pharmacy or through the plan's mail order services**

### **To have your prescription covered, use a network pharmacy**

In most cases, your prescriptions are covered *only* if they are filled at the plan's network pharmacies. (See the "When can you use a pharmacy that is not in the plan's network?" portion of this section for information about when we would cover prescriptions filled at out-of-network pharmacies.)

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

## Finding network pharmacies

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

To find a network pharmacy, you can look in your *Pharmacy Directory*, visit our website (<https://www.healthnet.com/uc>), or call Member Services (phone numbers are printed on the back cover of this booklet).

You may go to any of our network pharmacies. If you switch from one network pharmacy to another, and you need a refill of a drug you have been taking, you can ask either to have a new prescription written by a provider or to have your prescription transferred to your new network pharmacy.

### What if the pharmacy you have been using leaves the network?

If the pharmacy you have been using leaves the plan's network, you will have to find a new pharmacy that is in the network. To find another network pharmacy in your area, you can get help from Member Services (phone numbers are printed on the back cover of this booklet) or use the *Pharmacy Directory*. You can also find information on our website at <https://www.healthnet.com/uc>.

### What if you need a specialized pharmacy?

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

- Pharmacies that supply drugs for home infusion therapy.
- Pharmacies that supply drugs for residents of a long-term care (LTC) facility. Usually, an (LTC) facility (such as a nursing home) has its own pharmacy. If you are in an LTC facility, we must ensure that you are able to routinely receive your Part D benefits through our network of LTC pharmacies, which is typically the pharmacy that the LTC facility uses. If you have any difficulty accessing your Part D benefits in an LTC facility, please contact Member Services.
- Pharmacies that serve the Indian Health Service / Tribal / Urban Indian Health Program. Except in emergencies, only Native Americans or Alaska Natives have access to these pharmacies in our network.
- Pharmacies that dispense drugs that are restricted by the FDA to certain locations or that require special extraordinary handling, provider coordination, or education on their use. (Note: This scenario should happen rarely.)

To locate a specialized pharmacy, look in your *Pharmacy Directory* or call Member Services (phone numbers are printed on the back cover of this booklet).

### Using the plan's mail order services

For certain kinds of drugs, you can use the plan's network mail order services. Generally, the drugs provided through mail order are maintenance drugs that you take on a regular basis, for a chronic or long-term medical condition. The drugs available through our plan's mail order service are marked as "**mail order**" (**MO**) **drugs** in our Drug List.

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

To get order forms and information about filling your prescriptions by mail, visit our website (<https://www.healthnet.com/uc>), or call Member Services at the number listed on the back cover of this booklet for assistance.

Usually a mail order pharmacy order will get to you in no more than 10 days. If your order is delayed, please contact Member Services for help. (Member Services phone numbers are listed on the back of this booklet.)

#### **New prescriptions the pharmacy receives directly from your doctor's office.**

After the pharmacy receives a prescription from a health care provider, it will contact you to see if you want the medication filled immediately or at a later time. This will give you an opportunity to make sure that the pharmacy is delivering the correct drug (including strength, amount, and form) and, if needed, allow you to stop or delay the order before you are billed and it is shipped. It is important that you respond each time you are contacted by the pharmacy, to let them know what to do with the new prescription and to prevent any delays in shipping.

**Refills on mail order prescriptions.** For refills, please contact your pharmacy *14* days before you think the drugs you have on hand will run out to make sure your next order is shipped to you in time.

So the pharmacy can reach you to confirm your order before shipping, please make sure to let the pharmacy know the best ways to contact you. You may provide your contact information each time you place an order.

### UC Walk-Up Service through UC Medical Center Pharmacies

Health Net and the UC Medical Center Pharmacies have partnered to offer UC members with the ability to fill up to a 90-day prescription for maintenance medications at any of the UC designated Medical Center Pharmacies. Just like Health Net's current Mail Order Program, members can now obtain up to a 90-day supply for only two copays, at one of the UC-designated Medical Center pharmacies.

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

When you get a long-term supply of drugs, your cost-sharing may be lower. The plan offers two ways to get a long-term supply (also called an “extended supply”) of “maintenance” drugs on our plan’s Drug List. (Maintenance drugs are drugs that you take on a regular basis, for a chronic or long-term medical condition.) You may order this supply through mail order (see section “Using the plan’s mail order services”) or you may go to a retail pharmacy.

1. **Some retail pharmacies** in our network allow you to get a long-term supply of maintenance drugs. Your *Pharmacy Directory* tells you which pharmacies in our network can give you a long-term supply of maintenance drugs. You can also call Member Services for more information (phone numbers are printed on the back cover of this booklet).
2. For certain kinds of drugs, you can use the plan’s network **mail order services**. The drugs available through our plan’s mail order service are marked as “**mail order**” (**MO**) **drugs** in our Drug List. Our plan’s mail order service allows you to order up to a 90-day supply. See the “Using the plan’s mail order services” portion above for more information about using our mail order services.

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

#### Your prescription may be covered in certain situations

Generally, we cover drugs filled at an out-of-network pharmacy *only* when you are not able to use a network pharmacy. To help you, we have network pharmacies outside of our service area where you can get your prescriptions filled as a member of our plan. If you cannot use a network pharmacy, here are the circumstances when we would cover prescriptions filled at an **out-of-network** pharmacy:

- There is no network pharmacy that is close to you and open.
- You need a drug that you can’t get at a network pharmacy close to you.
- You need a drug for emergency or urgent medical care.

You must leave your home due to a federal disaster or other public health emergency. In these situations, **please check first with Member Services** to see if there is a network pharmacy nearby. (Phone numbers for Member Services are printed on the back cover of this booklet.) You may be required to pay the difference between what you pay for the drug at the out-of-network pharmacy and the cost that we would cover at an in-network pharmacy.

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## How do you ask for reimbursement from the plan?

If you must use an out-of-network pharmacy, you will generally have to pay the full cost (rather than your normal share of the cost) at the time you fill your prescription. You can ask us to reimburse you for our share of the cost. See the “How to ask us to pay you back or to pay a bill you have received” portion of the “Asking us to pay our share of a bill you have received for covered medical services or drugs” section of this booklet, which explains how to ask the plan to pay you back.

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## Your drugs need to be on the plan's “Drug List”

<b>The “Drug List” tells which drugs are covered</b>
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The plan has a *List of Covered Drugs (Formulary)*. In this *Evidence of Coverage*, we call it the “Drug List” for short.

The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list must meet requirements set by Medicare. Medicare has approved the plan's Drug List.

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

- approved by the Food and Drug Administration. (That is, the Food and Drug Administration has approved the drug for the diagnosis or condition for which it is being prescribed.)
- -- or -- supported by certain reference books. (These reference books are the American Hospital Formulary Service Drug Information; the DRUGDEX Information System; and the USPDI or its successor; and, for cancer, the National Comprehensive Cancer Network and Clinical Pharmacology or their successors.)

## The Drug List includes both brand name and generic drugs

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

## What is *not* on the Drug List?

The plan does not cover all prescription drugs.

- In some cases, the law does not allow any Medicare plan to cover certain types of drugs (for more information about this, see the “What types of drugs are *not* covered by the plan?” portion later in this section).
- In other cases, we have decided not to include a particular drug on the Drug List.

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### **There are different “cost-sharing tiers” for drugs on the Drug List**

Every drug on the plan's Drug List is on one of the cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug. To find out what type of drugs are covered on each drug tier and your cost-sharing for each tier, refer to the “What you pay for your prescription drugs” section later in this *Evidence of Coverage*.

- Tier 1 includes preferred generic drugs.
- Tier 2 includes preferred brand drugs. Drugs on this tier are not eligible for exceptions for payment at a lower tier.
- Tier 3 includes non-preferred drugs.
- Tier 4 (Injectable Drugs) includes injectable drugs that do not meet the Centers for Medicare & Medicaid Services (CMS) minimum cost threshold required to be placed on the Specialty Tier (Tier 5).
- Tier 5 (Specialty Drugs) includes high cost drugs. Drugs on this tier are not eligible for exceptions for payment at a lower tier.

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

The amount you pay for drugs in each cost-sharing tier is shown in the “What you pay for your prescription drugs” section of this booklet.

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

You have three ways to find out:

1. Check the most recent Drug List we sent you in the mail.
2. Visit the plan's website ( <https://www.healthnet.com/uc> ). The Drug List on the website is always the most current.
3. Call Member Services to find out if a particular drug is on the plan's Drug List or to ask for a copy of the list. (Phone numbers for Member Services are printed on the back cover of this booklet.)

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### **There are restrictions on coverage for some drugs**

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#### **Why do some drugs have restrictions?**

For certain prescription drugs, special rules restrict how and when the plan covers them. A team of doctors and pharmacists developed these rules to help our members use drugs in the most effective ways. These special rules also help control overall drug costs, which keeps your drug coverage more affordable.

In general, our rules encourage you to get a drug that works for your medical condition and is safe and effective. Whenever a safe, lower-cost drug will work just as well medically as a higher-

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cost drug, the plan's rules are designed to encourage you and your provider to use that lower-cost option. We also need to comply with Medicare's rules and regulations for drug coverage and cost-sharing.

**If there is a restriction for your drug, it usually means that you or your provider will have to take extra steps in order for us to cover the drug.** If you want us to waive the restriction for you, you will need to use the coverage decision process and ask us to make an exception. We may or may not agree to waive the restriction for you. (See the "What is an exception?" portion of the "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)" section of this booklet for information about asking for exceptions.)

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

### **What kinds of restrictions?**

Our plan uses different types of restrictions to help our members use drugs in the most effective ways. The information below tells you more about the types of restrictions we use for certain drugs.

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

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

#### **Getting plan approval in advance**

For certain drugs, you or your provider need to get approval from the plan before we will agree to cover the drug for you. This is called **"prior authorization."** Sometimes the requirement for getting approval in advance helps guide appropriate use of certain drugs. If you do not get this approval, your drug might not be covered by the plan.

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## Trying a different drug first

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

## Quantity limits

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

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### Do any of these restrictions apply to your drugs?

The plan's Drug List includes information about the restrictions described above. To find out if any of these restrictions apply to a drug you take or want to take, check the Drug List. For the most up-to-date information, call Member Services (phone numbers are printed on the back cover of this booklet) or check our website ( <https://www.healthnet.com/uc>).

**If there is a restriction for your drug, it usually means that you or your provider will have to take extra steps in order for us to cover the drug.** If there is a restriction on the drug you want to take, you should contact Member Services to learn what you or your provider would need to do to get coverage for the drug. If you want us to waive the restriction for you, you will need to use the coverage decision process and ask us to make an exception. We may or may not agree to waive the restriction for you. (See the “What is an exception?” portion of the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet for information about asking for exceptions.)

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

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

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We hope that your drug coverage will work well for you. But it's possible that there could be a prescription drug you are currently taking, or one that you and your provider think you should be taking that is not on our formulary or is on our formulary with restrictions. For example:

- The drug might not be covered at all. Or maybe a generic version of the drug is covered but the brand name version you want to take is not covered.
- The drug is covered, but there are extra rules or restrictions on coverage for that drug. As explained in the “There are restrictions on coverage for some drugs” portion of this section, some of the drugs covered by the plan have extra rules to restrict their use. For



example, you might be required to try a different drug first, to see if it will work, before the drug you want to take will be covered for you. Or there might be limits on what amount of the drug (number of pills, etc.) is covered during a particular time period. In some cases, you may want us to waive the restriction for you.

- The Part D drug is covered, but it is in a cost-sharing tier that makes your cost-sharing more expensive than you think it should be. The plan puts each covered drug on one of the five different cost-sharing tiers. How much you pay for your prescription depends in part on which cost-sharing tier your drug is on.

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

- If your Part D drug is not on the Drug List or if your drug is restricted, see the "What can you do if your Part D drug is not on the Drug List or if the drug is restricted in some way?" portion of this section to learn what you can do.
- If your Part D drug is on a cost-sharing tier that makes your cost more expensive than you think it should be, see the "What can you do if your Part D drug is on a cost-sharing tier you think is too high?" portion of this section to learn what you can do.

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

If your drug is not on the Drug List or is restricted, here are things you can do:

- You may be able to get a temporary supply of the Part D drug (only members in certain situations can get a temporary supply). This will give you and your provider time to change to another drug or to file a request to have the drug covered.
- You can change to another drug.
- You can request an exception and ask the plan to cover the drug or remove restrictions from the drug.

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

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

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

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

- The Part D drug you have been taking is **no longer on the plan's Drug List**.
- -- or -- the Part D drug you have been taking is **now restricted in some way** (the "There are restrictions on coverage for some drugs" portion of this section tells about restrictions).

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**2. You must be in one of the situations described below:**

- **For those members who are new or who were in the plan last year and aren't in a long-term care (LTC) facility:**

We will cover a temporary supply of your drug **during the first 90 days of your membership in the plan if you are new, and during the first 90 days of the calendar year if you were in the plan last year.** This temporary supply will be for a maximum of a *30-day supply*. If your prescription is written for fewer days, we will allow multiple fills to provide up to a maximum of a *30-day supply* of medication. The prescription must be filled at a network pharmacy.

- **For those members who are new or who were in the plan last year and reside in a long-term care (LTC) facility:**

We will cover a temporary supply of your drug **during the first 90 days of the calendar year if you are new, and during the 90 days of the calendar year if you were in the plan last year.** The total supply will be for a maximum of up to a 98-day supply. If your prescription is written for fewer days, we will allow multiple fills to provide up to a maximum of up to a 98-day supply of medication. (Please note that the long-term care pharmacy may provide the drug in smaller amounts at a time to prevent waste.)

- **For those members who have been in the plan for more than 90 days and reside in a long-term care (LTC) facility and need a supply right away:**

We will cover one 31-day supply of your Part D drug, or less if your prescription is written for fewer days. This is in addition to the above long-term care transition supply.

- **For current members of the plan who are moving from a long-term care (LTC) facility or a hospital stay to home and need a transition supply right away:**

We will cover one 30-day supply of your Part D drug, or less if your prescription is written for fewer days (in which case we will allow multiple fills to provide up to a total of a 30-day supply of medication).

- **For current members of the plan who are moving from home or a hospital stay to a long-term care (LTC) facility and need a transition supply right away:**

We will cover one 31-day supply of your Part D drug, or less if your prescription is written for fewer days (in which case we will allow multiple fills to provide up to a total of a 31-day supply of medication).

To ask for a temporary supply of your Part D drug, call Member Services (phone numbers are printed on the back cover of this booklet).

During the time when you are getting a temporary supply of a Part D drug, you should talk with your provider to decide what to do when your temporary supply runs out. You can either switch to a different Part D drug covered by the plan or ask the plan to make an exception for you and cover your current Part D drug. The sections below tell you more about these options.

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## **You can change to another drug**

Start by talking with your provider. Perhaps there is a different Part D drug covered by the plan that might work just as well for you. You can call Member Services to ask for a list of covered Part D drugs that treat the same medical condition. This list can help your provider to find a covered drug that might work for you. (Phone numbers for Member Services are printed on the back cover of this booklet.)

## **You can ask for an exception**

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

If you and your provider want to ask for an exception, the "Step-by-step: How to ask for a coverage decision, including an exception" portion of the "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)" section of this booklet tells what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

<h3><b>What can you do if your Part D drug is on a cost-sharing tier you think is too high?</b></h3>
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If your Part D drug is on a cost-sharing tier you think is too high, here are things you can do:

#### **You can change to another Part D drug**

If your drug is on a cost-sharing tier you think is too high, start by talking with your provider. Perhaps there is a different Part D drug on a lower cost-sharing tier that might work just as well for you.

You can call Member Services to ask for a list of covered Part D drugs that treat the same medical condition. This list can help your provider find a covered Part D drug that might work for you. (Phone numbers for Member Services are printed on the back cover of this booklet.)

#### **You can ask for an exception**

For Part D drugs on Tier 3 (Non-preferred drugs) and Tier 4 (Injectable Drugs), you and your provider can ask the plan to make an exception in the cost-sharing tier for the Part D drug so that you pay less for it. If your provider says that you have medical reasons that justify asking us for an exception, your provider can help you request an exception to the rule.

If you and your provider want to ask for an exception see the "Step-by-step: How to ask for a coverage decision, including an exception" portion of the "What to do if you have a problem or

complaint (coverage decisions, appeals, complaints)” section of this booklet, as it tells what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

Drugs on some of our cost-sharing tiers are not eligible for this type of exception. We do not lower the cost-sharing amount for drugs on Tier 2 (Preferred brand drugs), Tier 5 (Specialty Tier), or non-Part D drugs on any of the tiers of the Drug List.

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## What if your coverage changes for one of your drugs?

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### The Drug List can change during the year

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

- **Add or remove drugs from the Drug List.** New drugs become available, including new generic drugs. Perhaps the government has given approval to a new use for an existing drug. Sometimes, a drug gets recalled or we decide not to cover it. Or we might remove a drug from the list because it has been found to be ineffective.
- **Move a drug to a higher or lower cost-sharing tier.**
- **Add or remove a restriction on coverage for a drug** (for more information about restrictions to coverage, see the “What if one of your drugs is not covered in the way you’d like it to be covered?” portion in this section).
- **Replace a brand name drug with a generic drug.**

In almost all cases, we must get approval from Medicare for changes we make to the Part D drugs on the plan’s Drug List.

### What happens if coverage changes for a Part D drug you are taking?

#### How will you find out if your Part D drug’s coverage has been changed?

If there is a negative change to coverage *for a Part D drug you are taking*, the plan will send you a notice to tell you. Normally, **we will let you know at least 60 days ahead of time.**

Once in a while, a drug is **suddenly recalled** because it’s been found to be unsafe or for other reasons. If this happens, the plan will immediately remove the drug from the Drug List. We will let you know of this change right away. Your provider will also know about this change, and can work with you to find another drug for your condition.

#### Do changes to your Part D drug coverage affect you right away?

If any of the following types of changes affect a Part D drug you are taking, the change will not affect you until January 1 of the next year if you stay in the plan:

- If we move your Part D drug into a higher cost-sharing tier.

- If we put a new restriction on your use of the Part D drug.
- If we remove your Part D drug from the Drug List, but not because of a sudden recall or because a new generic drug has replaced it.

If any of these changes happen for a Part D drug you are taking, then the change won't affect your use or what you pay as your share of the cost until January 1 of the next year. Until that date, you probably won't see any increase in your payments or any added restriction to your use of the drug. However, on January 1 of the next year, the changes will affect you.

In some cases, you will be affected by the coverage change before January 1:

- If a Part D **brand name drug you are taking is replaced by a new generic drug**, the plan must give you at least 60 days' notice or give you a 60-day refill of your Part D brand name drug at a network pharmacy.
  - During this 60-day period, you should be working with your provider to switch to the generic or to a different Part D drug that we cover.
  - Or you and your provider can ask the plan to make an exception and continue to cover the Part D brand name drug for you. For information on how to ask for an exception, see the "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)" section of this booklet.
- Again, if a drug is **suddenly recalled** because it's been found to be unsafe or for other reasons, the plan will immediately remove the drug from the Drug List. We will let you know of this change right away.
  - Your provider will also know about this change, and can work with you to find another drug for your condition.

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## What types of drugs are *not* covered by the plan?

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<b>Types of drugs we do not cover</b>
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This portion of the section tells you what kinds of prescription drugs are "excluded."

If you get drugs that are excluded, you must pay for them yourself. We won't pay for the drugs that are listed below. The only exception is if the requested Part D drug is found upon appeal to be a drug that is not excluded under Part D and we should have paid for or covered it because of your specific situation. (For information about appealing a decision we have made to not cover a drug, go to the "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)" section of this booklet.)

Here are three general rules about drugs that our plan will not cover:

- Our plan's Part D drug coverage cannot cover a drug that would be covered under Medicare Part A or Part B.

- Our plan will not cover a drug purchased outside the United States and its territories.
- Our plan usually will not cover off-label use. “Off-label use” is any use of the drug other than those indicated on a drug’s label as approved by the Food and Drug Administration.
  - Generally, coverage for “off-label use” is allowed only when the use is supported by certain reference books. These reference books are the American Hospital Formulary Service Drug Information, the DRUGDEX Information System for cancer, the National Comprehensive Cancer Network and Clinical Pharmacology, or their successors. If the use is not supported by any of these reference books, then our plan cannot cover its “off-label use.”

Also, the following categories of drugs are not covered or are restricted by our plan:

- Non-prescription drugs (also called over-the-counter drugs)
- Drugs when used to promote fertility
- Drugs when used for the relief of cough or cold symptoms
- Drugs when used for cosmetic purposes or to promote hair growth
- Prescription vitamins, mineral products, except prenatal vitamins and fluoride preparations
- Drugs when used for treatment of anorexia, weight loss, or weight gain
- Outpatient drugs for which the manufacturer seeks to require that associated tests or monitoring services be purchased exclusively from the manufacturer as a condition of sale
- Drugs when used for the treatment of sexual or erectile dysfunction may be subject to quantity limits.

We offer additional coverage of some prescription drugs not normally covered in a Medicare prescription drug plan (enhanced drug coverage). Refer to the Drug List (*Formulary*) to determine which drugs are covered under our enhanced drug coverage and for any applicable restrictions. The amount you pay when you fill a prescription for these drugs does not count towards qualifying you for the Catastrophic Coverage Stage. (The Catastrophic Coverage Stage is described in the “What you pay for your prescription drugs” section of this booklet.)

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

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## Show your plan membership card when you fill a prescription

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### Show your membership card

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

### What if you don't have your membership card with you?

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

If the pharmacy is not able to get the necessary information, **you may have to pay the full cost of the prescription when you pick it up.** (You can then **ask us to reimburse you** for our share. See, the "How to ask us to pay you back or to pay a bill you have received" portion of the "Asking us to pay our share of a bill you have received for covered medical services or drugs" section of this booklet for information about how to ask the plan for reimbursement.)

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## Drug coverage in special situations

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

If you are admitted to a hospital or to a skilled nursing facility for a stay covered by the plan, we will generally cover the cost of your prescription drugs during your stay. Once you leave the hospital or skilled nursing facility, the plan will cover your drugs as long as the drugs meet all of our rules for coverage. See the previous parts of this section that tell about the rules for getting drug coverage. The "What you pay for your prescription drugs" section of this booklet gives more information about drug coverage and what you pay.

**Please note:** When you enter, live in, or leave a skilled nursing facility, you are entitled to a Special Enrollment Period. During this time period, you can switch plans or change your coverage. The "Ending your membership in the plan" section of this booklet, tells when you can leave our plan and join a different Medicare plan.

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

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

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Check your *Pharmacy Directory* to find out if your LTC facility's pharmacy is part of our network. If it isn't, or if you need more information, please contact Member Services (phone numbers are printed on the back cover of this booklet).

### **What if you're a resident in a long-term care (LTC) facility and become a new member of the plan?**

If you need a Part D drug that is not on our Drug List or is restricted in some way, the plan will cover a temporary supply of your Part D drug during the first 90 days of your membership. The total supply will be for a maximum of up to a 98-day supply, or less if your prescription is written for fewer days. (Please note that the long-term care (LTC) pharmacy may provide the Part D drug in smaller amounts at a time to prevent waste.) If you have been a member of the plan for more than 90 days and need a Part D drug that is not on our Drug List or if the plan has any restriction on the drug's coverage, we will cover one 31-day supply, or less if your prescription is written for fewer days.

During the time when you are getting a temporary supply of a Part D drug, you should talk with your provider to decide what to do when your temporary supply runs out. Perhaps there is a different Part D drug covered by the plan that might work just as well for you. Or you and your provider can ask the plan to make an exception for you and cover the Part D drug in the way you would like it to be covered. If you and your provider want to ask for an exception, see the "Step-by-step: How to ask for a coverage decision, including an exception" portion of the "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)" section of this booklet as it tells what to do.

### **Special note about "creditable coverage":**

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

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

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

<h3><b>What if you're in Medicare-certified hospice?</b></h3>
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Drugs are never covered by both hospice and our plan at the same time. If you are enrolled in Medicare hospice and require an anti-nausea, laxative, pain medication or antianxiety drug that is not covered by your hospice because it is unrelated to your terminal illness and related



conditions, our plan must receive notification from either the prescriber or your hospice provider that the drug is unrelated before our plan can cover the drug. To prevent delays in receiving any unrelated drugs that should be covered by our plan, you can ask your hospice provider or prescriber to make sure we have the notification that the drug is unrelated before you ask a pharmacy to fill your prescription.

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

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

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### **Programs to help members use drugs safely**

We conduct drug use reviews for our members to help make sure that they are getting safe and appropriate care. These reviews are especially important for members who have more than one provider who prescribes their drugs.

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

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

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

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

We have a program that can help our members with complex health needs. For example, some members who have several medical conditions take many different drugs at the same time, and have high drug costs.

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

Our program is called a Medication Therapy Management (MTM) program. Some members who take medications for different medical conditions may be able to get services through our MTM program. A pharmacist or other health professional will give you a comprehensive review of all your medications. You can talk about how best to take your medications, your costs, and any problems or questions you have about your prescription and over-the-counter medications. You'll get a written summary of this discussion. The summary has a medication action plan that recommends what you can do to make the best use of your medications, with space for you to take notes or write down any follow-up questions. You'll also get a personal medication list that will include all the medications you're taking and why you take them.

It's a good idea to have your medication review before your yearly "Wellness" visit, so you can talk to your doctor about your action plan and medication list. Bring your action plan and medication list with you to your visit or anytime you talk with your doctors, pharmacists, and other health care providers. Also, keep your medication list with you (for example, with your ID) in case you go to the hospital or emergency room.

If we have a program that fits your needs, we will automatically enroll you in the program and send you information. If you decide not to participate, please notify us and we will withdraw you from the program. If you have any questions about these programs, please contact Member Services (phone numbers are printed on the back cover of this booklet).

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## WHAT YOU PAY FOR YOUR PRESCRIPTION DRUGS

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

The “Extra Help” program helps people with limited resources pay for their drugs. For more information, see the portion on “Information about programs to help people pay for their Part D prescription drugs” in the “Important phone numbers and resources” section.

### Are you currently getting help to pay for your drugs?

If you are in a program that helps pay for your drugs, **some information in this *Evidence of Coverage* about the costs for Part D prescription drugs may not apply to you.** We send you a separate insert, called the “Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs” (also known as the “Low Income Subsidy Rider” or the “LIS Rider”), which tells you about your drug coverage. If you don’t have this insert, please call Member Services and ask for the “LIS Rider.” (Phone numbers for Member Services are printed on the back cover of this booklet.)

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## Introduction

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<b>Use this section together with other materials that explain your drug coverage</b>
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This section focuses on what you pay for your prescription drugs. To keep things simple, we use “drug” in this section to mean a prescription drug. As explained in the “Using the plan’s coverage for your prescription drugs” section of this *Evidence of Coverage*, not all drugs are Part D drugs – some drugs are covered under Medicare Part A or Part B and other drugs are excluded from Medicare coverage by law. Some non-Part D drugs may be covered by our plan.

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

- **The plan’s *List of Covered Drugs (Formulary)*.** To keep things simple, we call this the “Drug List.”
  - This Drug List tells which drugs are covered for you.
  - It also tells which of the different “cost-sharing tiers” the drug is in and whether there are any restrictions on your coverage for the drug.
  - If you need a copy of the Drug List, call Member Services (phone numbers are printed on the back cover of this booklet). You can also find the Drug List on our

website at <https://www.healthnet.com/uc>. The Drug List on the website is always the most current.

- **The “Using the plan’s coverage for your prescription drugs” section of this *Evidence of Coverage*.** This section gives the details about your prescription drug coverage, including rules you need to follow when you get your covered drugs. This section also tells which types of prescription drugs are not covered by our plan.
- **The plan’s *Pharmacy Directory*.** In most situations you must use a network pharmacy to get your covered drugs (see the “Using the plan’s coverage for your prescription drugs” section of this *Evidence of Coverage* for the details). The *Pharmacy Directory* has a list of pharmacies in the plan’s network. It also tells you which pharmacies in our network can give you a long-term supply of a drug (such as filling a prescription for a three-month’s supply).

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

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

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

## **What you pay for a Part D drug depends on which “drug payment stage” you are in when you get the Part D drug**

### **What are the drug payment stages for our members?**

There are different “drug payment stages” for your Part D prescription drug coverage under our plan. How much you pay for a Part D drug depends on which of these stages you are in at the time you get a prescription filled or refilled. Keep in mind you are always responsible for the plan’s monthly premium (if applicable) regardless of the drug payment stage.

<b>Stage 1</b> <i>Yearly Deductible Stage</i>	<b>Stage 2</b> <i>Initial Coverage Stage</i>	<b>Stage 3</b> <i>Coverage Gap Stage</i>	<b>Stage 4</b> <i>Catastrophic Coverage Stage</i>
<p>Because there is no deductible for the plan, this payment stage does not apply to you.</p>	<p>You begin in this payment stage, when you fill your first prescription of the year.</p> <p>During this stage, the plan pays its share of the cost of your drugs and <b>you pay your share of the cost.</b></p> <p>You stay in this stage until your total Part D drug costs reach the limit for the Initial Coverage Stage.</p>	<p>During the Coverage Gap Stage, you will pay no more than your copayment or coinsurance for your covered drugs as stated in the Initial Coverage Stage.</p> <p>You stay in this stage until your total Part D “out-of-pocket costs” (your payments) reach the limit for the Coverage Gap stage.</p>	<p>Most people do not reach the Catastrophic Coverage Stage. If you do reach this stage, <b>we will pay most of the cost</b> of your Part D drugs for the rest of the plan year.</p> <p>Please note: After your out-of-pocket costs (your payments) reach \$2,000, you pay no copayments or coinsurance for all covered drugs (excluding Part B drugs and products) for the remainder of the year. Please see the “Out-of-pocket maximum for outpatient prescription drugs” portion of this section for more information.</p>

**We send you reports that explain payments for your Part D drugs and which payment stage you are in**

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

Our plan keeps track of the costs of your Part D prescription drugs and the payments you have made when you get your Part D prescriptions filled or refilled at the pharmacy. This way, we can

tell you when you have moved from one drug payment stage to the next. In particular, there are two types of costs we keep track of:

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

Our plan will prepare a written report called the *Part D Explanation of Benefits* (it is sometimes called the “PART D EOB”) when you have had one or more Part D prescriptions filled through the plan during the previous month. It includes:

- **Information for that month.** This report gives the payment details about the Part D prescriptions you have filled during the previous month. It shows the total Part D drug costs, what the plan paid, and what you and others on your behalf paid.
- **Totals for the year.** This is called “year-to-date” information. It shows you the total Part D drug costs and total Part D payments for your drugs since the year began.

#### **Help us keep our information about your Part D drug payments up to date**

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

- **Show your membership card when you get a prescription filled.** To make sure we know about the prescriptions you are filling and what you are paying, show your plan membership card every time you get a prescription filled.
- **Make sure we have the information we need.** There are times you may pay for Part D prescription drugs when we will not automatically get the information we need to keep track of your Part D out-of-pocket costs. To help us keep track of your Part D out-of-pocket costs, you may give us copies of receipts for Part D drugs that you have purchased. (If you are billed for a covered drug, you can ask our plan to pay our share of the cost. For instructions on how to do this, go to the “How to ask us to pay you back or to pay a bill you have received” portion of the “Asking us to pay our share of a bill you have received for covered medical services or drugs” section of this *Evidence of Coverage*.) Here are some types of situations when you may want to give us copies of your Part D drug receipts to be sure we have a complete record of what you have spent for your Part D drugs:
  - When you purchase a covered Part D drug at a network pharmacy at a special price or using a discount card that is not part of our plan’s benefit.
  - When you pay a copayment for Part D drugs that are provided under a drug manufacturer patient assistance program.

- Any time you have purchased covered Part D drugs at out-of-network pharmacies or other times you have paid the full price for a covered Part D drug under special circumstances.
- **Send us information about the payments for Part D drugs others have made for you.** Payments made by certain other individuals and organizations for Part D drugs also count toward your out-of-pocket costs and help qualify you for catastrophic coverage. For example, payments made by an AIDS drug assistance program (ADAP), the Indian Health Service, and most charities count toward your out-of-pocket costs. You should keep a record of these payments and send them to us so we can track your costs.
- **Check the written report we send you.** When you receive your *Part D Explanation of Benefits (PART D EOB)* in the mail, please look it over to be sure the information is complete and correct. If you think a Part D drug is missing from the report, or you have any questions, please call us at Member Services (phone numbers are printed on the back cover of this booklet). Be sure to keep these reports. They are an important record of your drug expenses.

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## **There is no deductible for our plan**

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<b>You do not pay a deductible for your Part D drugs</b>
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There is no deductible for our plan. You begin in the Initial Coverage Stage when you fill your first prescription of the year. See the “During the Initial Coverage Stage, the plan pays its share of your drug costs and you pay your share” portion of this section for information about your coverage in the Initial Coverage Stage.

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

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

### **The plan’s cost-sharing tiers**

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

- **Tier 1** is the lowest tier and includes preferred generic drugs.
- **Tier 2** includes preferred brand drugs. Drugs on this tier are not eligible for exceptions for payment at a lower tier.
- **Tier 3** includes non-preferred drugs.

- **Tier 4** (Injectable Drugs) includes injectable drugs that do not meet the Centers for Medicare & Medicaid Services (CMS) minimum cost threshold required to be placed on the Specialty Tier (Tier 5).
- **Tier 5** (Specialty Drugs) includes high cost drugs. Specialty Drugs are not eligible for exceptions for payment at a lower tier.

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

## Your pharmacy choices

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

- A retail pharmacy that is in our plan's network
- A pharmacy that is not in the plan's network
- The plan's mail order pharmacy
- UC Walk-Up Service

For more information about these pharmacy choices and filling your prescriptions, see the "Using the plan's coverage for your prescription drugs" section in this booklet and the plan's *Pharmacy Directory*.

### **A table that shows your costs for a one-month (30-day) supply of a drug**

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

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

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

- If your covered drug costs less than the copayment amount listed in the chart, you will pay that lower price for the drug. You pay either the full price of the drug or the copayment amount, whichever is lower.
- We cover prescriptions filled at out-of-network pharmacies in only limited situations. Please see the "When can you use a pharmacy that is not in the plan's network?" portion of the "Using the plan's coverage for your prescription drugs" section of this booklet for information about when we will cover a prescription filled at an out-of-network pharmacy.



**Your share of the cost when you get a one-month (30-day) supply of a covered prescription drug from:**

	<b>Standard retail cost-sharing (in-network)</b> (up to a 30-day supply)	<b>Mail order cost-sharing</b> (up to a 30-day supply)	<b>Long-term care (LTC) cost-sharing</b> (up to a 31-day supply)	<b>Out-of-network cost-sharing</b> (Coverage is limited to certain situations) (up to a 30-day supply)
<b>Tier 1</b> (Preferred generic drugs.)	\$5	\$5	\$5	\$5
<b>Tier 2</b> (Preferred brand drugs. Drugs on this tier are not eligible for exceptions for payment at a lower tier)	\$25	\$25	\$25	\$25
<b>Tier 3</b> (Non-preferred drugs.)	\$40	\$40	\$40	\$40
<b>Tier 4 Injectable Drugs</b> (Includes injectable drugs that do not meet the Centers for Medicare & Medicaid Services (CMS) minimum cost threshold required to be placed on Tier 5 (Specialty Drugs).)	\$25	\$25	\$25	\$25

	<b>Standard retail cost-sharing (in-network)</b> (up to a 30-day supply)	<b>Mail order cost-sharing</b> (up to a 30-day supply)	<b>Long-term care (LTC) cost-sharing</b> (up to a 31-day supply)	<b>Out-of-network cost-sharing</b> (Coverage is limited to certain situations) (up to a 30-day supply)
<b>Tier 5 Specialty Drugs</b>  (High cost drugs. Specialty drugs are not eligible for exceptions for payment at a lower tier.)	\$25	\$25	\$25	\$25
<b>Erectile Dysfunction Drugs*</b>	50%	N/A	N/A	N/A

\*Drugs when used for the treatment of sexual or erectile dysfunction are limited to four doses per month. Drugs when used for the treatment of sexual or erectile dysfunction are limited to eight doses per month for Members who received eight doses per month prior to being Medicare-eligible and enrolling in this plan.

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

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

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

- If you are responsible for coinsurance, you pay a *percentage* of the total cost of the drug. You pay the same percentage regardless of whether the prescription is for a full month's supply or for fewer days. However, because the entire drug cost will be lower if you get less than a full month's supply, the *amount* you pay will be less.

- If you are responsible for a copayment for the drug, your copay will be based on the number of days of the drug that you receive. We will calculate the amount you pay per day for your drug (the “daily cost-sharing rate”) and multiply it by the number of days of the drug you receive.
  - Here’s an example: Let’s say the copay for your drug for a full month’s supply (a 30-day supply) is \$30. This means that the amount you pay per day for your drug is \$1. If you receive a 7-day supply of the drug, your payment will be \$1 per day multiplied by 7 days, for a total payment of \$7.

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

**A table that shows your costs for a long-term (90-day) supply of a drug**

For some drugs, you can get a long-term supply (also called an “extended supply”) when you fill your prescription. A long-term supply is a 90-day supply. (For details on where and how to get a long-term supply of a drug, see the “Using the plan’s coverage for your prescription drugs” section in this booklet.)

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

- Please note: If your covered drug costs are less than the copayment amount listed in the chart, you will pay that lower price for the drug. You pay *either* the full price of the drug *or* the copayment amount, *whichever is lower*.

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

	<b>Standard retail cost-sharing (in network) (90-day supply)</b>	<b>UC Walk-Up service through UC Medical Center Pharmacies (a 90-day supply)</b>	<b>Mail-order cost-sharing (90-day supply)</b>
<b>Tier 1</b> (Preferred generic drugs.)	<b>\$15</b>	<b>\$10</b>	<b>\$10</b>

	<b>Standard retail cost-sharing (in network) (90-day supply)</b>	<b>UC Walk-Up service through UC Medical Center Pharmacies (a 90-day supply)</b>	<b>Mail-order cost- sharing (90-day supply)</b>
<b>Tier 2</b> (Preferred brand drugs. Drugs on this tier are not eligible for exceptions for payment at a lower tier.)	<b>\$75</b>	<b>\$50</b>	<b>\$50</b>
<b>Tier 3</b> (Non-preferred drugs.)	<b>\$120</b>	<b>\$80</b>	<b>\$80</b>
<b>Tier 4 Injectable Drugs</b>  (Includes injectable drugs that do not meet the Centers for Medicare & Medicaid Services (CMS) minimum cost threshold required to be placed on Tier 5 (Specialty Drugs).)	<b>\$75</b>	<b>\$50*</b>	<b>\$50*</b>

	<b>Standard retail cost-sharing (in network) (90-day supply)</b>	<b>UC Walk-Up service through UC Medical Center Pharmacies (a 90-day supply)</b>	<b>Mail-order cost-sharing (90-day supply)</b>
<b>Tier 5 Specialty Drugs</b> (High cost drugs. Specialty Drugs are not eligible for exceptions for payment at a lower tier.)	<b>\$75</b>	<b>\$50*</b>	<b>\$50</b>
<b>*90-day supply, when available</b>			

**You stay in the Initial Coverage Stage until your total Part D drug costs for the year reach \$3,750**

You stay in the Initial Coverage Stage until the total amount for the Part D prescription drugs you have filled and refilled reaches the \$3,750 **limit for the Initial Coverage Stage**.

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

- **What you have paid** for all the covered Part D drugs you have gotten since you started with your first drug purchase of the year. (See the “How Medicare calculates your out-of-pocket costs for Part D prescription drugs” portion of this section for information about how Medicare counts your out-of-pocket costs.) This includes:
  - The Deductible (if applicable) you paid for Part D Drugs when you were in the Deductible Stage.
  - The total you paid as your share of the cost for your Part D drugs during the Initial Coverage Stage.
- **What the plan has paid** as its share of the cost for Part D drugs during the Initial Coverage Stage. (If you were enrolled in a different Part D plan at any time during 2018, the amount that plan paid during the Initial Coverage Stage also counts toward your total drug costs.)

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We offer additional coverage on some prescription drugs that are not normally covered in a Medicare Prescription Drug Plan. Payments made for these drugs will not count towards your initial coverage limit. To find out which drugs our plan covers, refer to your formulary.

The *Part D Explanation of Benefits* (PART D EOB) that we send to you will help you keep track of how much you and the plan have spent for your Part D drugs during the year. Many people do not reach the \$3,750 limit in a year.

We will let you know if you reach this \$3,750 amount. If you do reach this amount, you will leave the Initial Coverage Stage and move on to the Coverage Gap Stage.

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## **During the Coverage Gap Stage, a discount is applied to Part D brand name drugs**

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**You stay in the Coverage Gap Stage until your out-of-pocket costs reach \$5,000**

In addition to the Medicare coverage gap discounts described below, your Employer Group or Benefits Administrator also provides additional coverage. This means that with this discount and the additional coverage, you will pay no more than your copayment or coinsurance for your covered Part D drugs as stated in the Initial Coverage Stage. For all other covered Non Part D Drugs during the Coverage Gap Stage you continue to pay your copayment or coinsurance as stated in the Initial Coverage Stage.

The Medicare Coverage Gap Discount Program provides manufacturer discounts on brand name drugs to Part D members who have reached the coverage gap and are not receiving “Extra Help.” For brand name drugs, the 50% discount provided by manufacturers excludes any dispensing fee for costs in the gap. Members pay 35% of the negotiated price and a portion of the dispensing fee for brand name drugs.

If you reach the coverage gap, we will automatically apply the discount when your pharmacy submits a claim for your prescription and your *Part D Explanation of Benefits* (PART D EOB) will show any discount provided. Both the amount you pay and the amount discounted by the manufacturer count toward your out-of-pocket costs as if you had paid them and move you through the coverage gap.

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

Medicare has rules about what counts and what does *not* count as your out-of-pocket costs. When you reach an out-of-pocket limit of \$5,000, you leave the Coverage Gap Stage and move on to the Catastrophic Coverage Stage.

**Please note:** After your out-of-pocket costs (your payments) reach \$2,000, you pay no copayments or coinsurance for all covered drugs (excluding Part B drugs and products) for the

remainder of the year. Please see the “Out-of-pocket maximum for outpatient prescription drugs” portion of this section for more information.

### **How Medicare calculates your out-of-pocket costs for Part D prescription drugs**

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

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

When you add up your out-of-pocket costs, **you can include** the payments listed below (as long as they are for Part D covered drugs and you followed the rules for drug coverage that are explained in the “Using the plan’s coverage for your prescription drugs” section of this booklet):

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

#### **It matters who pays:**

- If you make these payments **yourself**, they are included in your out-of-pocket costs.
- These payments are *also included* if they are made on your behalf by **certain other individuals or organizations**. This includes payments for your drugs made by a friend or relative, by most charities, by AIDS drug assistance programs, or by the Indian Health Service. Payments made by Medicare’s “Extra Help” Program are also included.
- Some of the payments made by the Medicare Coverage Gap Discount Program are included. The amount the manufacturer pays for your brand name drugs is included. But the amount the plan pays for your generic drugs is not included.

#### **Moving on to the Catastrophic Coverage Stage:**

When you (or those paying on your behalf) have spent a total of \$5,000 in out-of-pocket costs for Part D drugs within the year, you will move from the Coverage Gap Stage to the Catastrophic Coverage Stage.

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

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

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

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

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

- **We will help you.** The *Part D Explanation of Benefits* (PART D EOB) report we send to you includes the current amount of your out-of-pocket costs (The "We send you reports that explain payments for your Part D drugs and which payment stage you are in" portion of this section tells about this report). When you reach a total of \$5,000 in Part D out-of-pocket costs for the year, this report will tell you that you have left the Coverage Gap Stage and have moved on to the Catastrophic Coverage Stage.
- **Make sure we have the information we need.** The "Help us keep our information about your Part D drug payments up to date" portion of this section tells what you can do to help make sure that our records of what you have spent are complete and up to date.



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## Out-of-Pocket maximum for outpatient prescription drugs

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There is a yearly out-of-pocket maximum of \$2,000 for covered outpatient prescription drugs. Once your out-of-pocket costs for covered outpatient prescription drugs (excluding Part B drugs and products) reach \$2,000 in the calendar year, you will not pay any more copayment/coinsurance for covered outpatient prescription drugs for the rest of the year. All expenses that apply to the \$2,000 out-of-pocket maximum will automatically be calculated by Health Net.

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## During the Catastrophic Coverage Stage, the plan pays most of the cost for your Part D drugs

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**Once you are in the Catastrophic Coverage Stage, you will stay in this stage for the rest of the year**

You qualify for the Catastrophic Coverage Stage when your Part D out-of-pocket costs have reached the \$5,000 limit for the plan year. Once you are in the Catastrophic Coverage Stage, you will stay in this payment stage until the end of the plan year.

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

- **Your share** of the cost for a covered Part D drug will be either coinsurance or a copayment, whichever is the *larger* amount (not to exceed the applicable plan tier copayment as stated in the Initial Coverage Stage):
  - *–either–* coinsurance of 5% of the cost of the drug
  - *–or–* \$3.35 copayment for a generic drug or a drug that is treated like a generic. Or a \$8.35 copayment for all other drugs.
- **Our plan pays the rest** of the cost.
- **For all other covered non-Part D drugs** you pay the applicable copayment or coinsurance as stated in the Initial Coverage Stage

**Please note:** After your out-of-pocket costs (your payments) reach \$2,000, you pay nocopayments or coinsurance for all covered drugs (excluding Part B drugs and products) for the remainder of the year. Please see the “Out-of-pocket maximum for outpatient prescription drugs” portion of this section for more information.

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

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

Our plan provides coverage for a number of Part D vaccines. We also cover vaccines that are considered medical benefits. You can find out about coverage of these vaccines by going to the “Medical Benefits Chart (what is covered and what you pay)” section earlier in this booklet. There are two parts to our coverage of Part D vaccinations:

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

### What do you pay for a vaccination?

What you pay for a vaccination depends on three things:

- 1. The type of vaccine** (what you are being vaccinated for).
  - Some vaccines are considered medical benefits. You can find out about your coverage of these vaccines by going to the “Medical Benefits Chart (what is covered and what you pay)” section of this booklet.
  - Other vaccines are considered Part D drugs. You can find these vaccines listed in the plan’s *List of Covered Drugs (Formulary)*.
- 2. Where you get the vaccine medication?**
- 3. Who gives you the vaccine?**

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

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

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

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

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

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

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

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

- You will have to pay the pharmacy the amount of your copayment or coinsurance for the Part D vaccine itself.
- When your doctor gives you the Part D vaccine, you will pay the entire cost for this service. You can then ask our plan to pay our share of the cost by using the procedures described in the "Asking us to pay our share of a bill you have received for covered medical services or drugs" section of this booklet.
- You will be reimbursed the amount charged by the doctor for administering the Part D vaccine less any difference between the amount the doctor charges and what we normally pay. (If you get "Extra Help," we will reimburse you for this difference.)

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**You may want to call us at Member Services before you get a vaccination**

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

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

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## **ASKING US TO PAY OUR SHARE OF A BILL YOU HAVE RECEIVED FOR COVERED MEDICAL SERVICES OR DRUGS**

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

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

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

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

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

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

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

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

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

- You only have to pay your cost-sharing amount when you get services covered by our plan. We do not allow providers to add additional separate charges, called “balance billing.” This protection (that you never pay more than your cost-sharing amount) applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don’t pay certain provider charges. For more information about “balance billing,” go to the “Our plan does not allow providers to ‘balance bill’ you” portion of the “Medical Benefits Chart (what is covered and what you pay)” section in this booklet.
- Whenever you get a bill from a network provider that you think is more than you should pay, send us the bill. We will contact the provider directly and resolve the billing problem.
- If you have already paid a bill to a network provider, but you feel that you paid too much, send us the bill along with documentation of any payment you have made and ask us to pay you back the difference between the amount you paid and the amount you owed under the plan.

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

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

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

Please call Member Services for additional information about how to ask us to pay you back and deadlines for making your request. (Phone numbers for Member Services are printed on the back cover of this booklet.)

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

If you go to an out-of-network pharmacy and try to use your membership card to fill a prescription, the pharmacy may not be able to submit the claim directly to us. When that happens, you will have to pay the full cost of your prescription. (We cover prescriptions filled at out-of-network pharmacies only in a few special situations. Please go to the “When can you use a pharmacy that is not in the plan’s network” portion of the “Using the plan’s coverage for your prescription drugs” section of this booklet to learn more.)

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

You can mail your payment request to the address listed below.

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

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

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

You can mail your payment request to the address listed below.

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

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

- For example, the drug may not be on the plan's *List of Covered Drugs (Formulary)*; or it could have a requirement or restriction that you didn't know about or don't think should apply to you. If you decide to get the drug immediately, you may need to pay the full cost for it.
- Save your receipt and send a copy to us when you ask us to pay you back. In some situations, we may need to get more information from your doctor in order to pay you back for our share of the cost.
- You can mail your payment request to the address listed below.

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

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

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### How and where to send us your request for payment

Send us your request for payment, along with your bill and documentation of any payment you have made. It's a good idea to make a copy of your bill and receipts for your records.

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

- You don't have to use the form, but it will help us process the information faster.
- Either download a copy of the form from our website ( <https://www.healthnet.com/uc> ) or call Member Services and ask for the form. (Phone numbers for Member Services are printed on the back cover of this booklet.)

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For **medical services**, mail your request for payment together with any bills or receipts to us at this address:

Seniority Plus  
Health Net Medicare Claims  
PO Box 14703  
Lexington, KY 40512-4703

**Please note, effective 1/1/2018 the Medical Claims address will be changing to:**

Seniority Plus  
Health Net Medicare Claims  
P.O. Box 9030  
Farmington, MO 63640-9030

For **prescription drugs**, mail your request for payment together with any bills or receipts to us at this address:

Health Net  
Attn: Pharmacy Claims  
PO Box 419069  
Rancho Cordova, CA 95741-9069

**You must submit your claim to us within** one year (for medical claims) and 3 years (for drug claims) of the date you received the service, item, or drug.

Contact Member Services if you have any questions (phone numbers are printed on the back cover of this booklet). If you don't know what you should have paid, or you receive bills and you don't know what to do about those bills, we can help. You can also call if you want to give us more information about a request for payment you have already sent to us.

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

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**We check to see whether we should cover the service or drug and how much we owe**

When we receive your request for payment, we will let you know if we need any additional information from you. Otherwise, we will consider your request and decide whether to pay it and make a coverage decision.

- If we decide that the medical care or drug is covered and you followed all the rules for getting the care or drug, we will pay for our share of the cost. If you have already paid for the service or drug, we will mail your reimbursement of our share of the cost to you. If you have not paid for the service or drug yet, we will mail the payment directly to the provider. (The "Using the plan's coverage for your medical services" section of this



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booklet explains the rules you need to follow for getting your medical services covered. The “Using the plan’s coverage for your prescription drugs” section of this booklet explains the rules you need to follow for getting your prescription drugs covered.)

- If we decide that the medical care or drug is *not* covered, or you did *not* follow all the rules, we will not reimburse you. 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.

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

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

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

- If you want to make an appeal about getting paid back for a medical service or drug, see the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet.

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**Other situations in which you should save your receipts and send copies to the plan**

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

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

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

## 1. When you buy a Part D drug for a price that is lower than our price

Sometimes you can buy your drug **at a network pharmacy** for a price that is lower than the plan's price.

- For example, a pharmacy might offer a special price on the drug. Or you may have a discount card that is outside our benefit that offers a lower price.
- Unless special conditions apply, you must use a network pharmacy in these situations and your drug must be on our Drug List.
- Save your receipt and send a copy to us so that we can have your Part D out-of-pocket expenses count toward qualifying you for the Catastrophic Coverage Stage.
- **Please note:** If you are in the Coverage Gap Stage, we may not pay for any share of these drug costs. But sending a copy of the receipt allows us to calculate your Part D out-of-pocket costs correctly and may help you qualify for the Catastrophic Coverage Stage more quickly.

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

Some members are enrolled in a patient assistance program offered by a drug manufacturer that is outside the plan benefits. If you get any Part D drugs through a program offered by a drug manufacturer, you may pay a copayment to the patient assistance program.

- Save your receipt and send a copy to us so that we can have your Part D out-of-pocket expenses count toward qualifying you for the Catastrophic Coverage Stage.
- **Please note:** Because you are getting your drug through the patient assistance program and not through the plan's benefits, we will not pay for any share of these drug costs. But sending a copy of the receipt allows us to calculate your Part D out-of-pocket costs correctly and may help you qualify for the Catastrophic Coverage Stage more quickly.

Since you are not asking for payment in the two cases described above, these situations are not considered coverage decisions. Therefore, you cannot make an appeal if you disagree with our decision.

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## YOUR RIGHTS AND RESPONSIBILITIES

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

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**We must provide information in a way that works for you (in languages other than English, in audio, in large print, or other alternate formats, etc.)**

To get information from us in a way that works for you, please call Member Services (phone numbers are printed on the back cover of this booklet).

Our plan has people and free interpreter services available to answer questions from disabled and non-English speaking members. This information is available for free in other languages. Please contact our Member Services at 1-800-539-4072 (TTY: 711). Hours of operation 8:00 a.m. to 8:00 p.m., 7 days a week. We can also give you information in audio, in large print, or other alternate formats at no cost if you need it. We are required to give you information about the plan's benefits in a format that is accessible and appropriate for you. To get information from us in a way that works for you, please call Member Services (phone numbers are printed on the back cover of this booklet) or contact our Grievance department at the same number.

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

### **Debemos proporcionar la información de una manera que le sirva (en idiomas distintos al inglés, en audio, en letra grande o en otros formatos alternativos, etc.)**

Para obtener la información de parte nuestra de una manera que le sirva, llame al Departamento de Servicios al Afiliado (los números de teléfono aparecen en la contraportada de este folleto).

Nuestro plan cuenta con personas y servicios de intérprete gratuitos disponibles para responder las preguntas de los afiliados que presentan una discapacidad y que no hablan inglés. Si desea información en otro idioma, comuníquese con el Departamento de Servicios al Afiliado al: 1-800-539-4072 (TTY: 711). El horario de atención es de 8:00 a.m. a 8:00 p.m., los 7 días de la semana. También podemos proporcionarle información en audio, en letra grande o en otros formatos alternativos si lo necesita, sin cargo. Se nos exige que le brindemos información sobre los beneficios del plan en un formato que sea accesible y adecuado para usted. Para obtener la información de parte nuestra de una manera que le sirva, llame al Departamento de Servicios al Afiliado (los números de teléfono aparecen en la contraportada de este cuadernillo) o comuníquese con el Departamento de Quejas Formales al mismo número.

Si tiene dificultades para obtener información de parte de nuestro plan en un formato que sea accesible y adecuado para usted, llame para presentar una queja formal ante el Departamento de Servicios al Afiliado (los números de teléfono aparecen en la contraportada de este cuadernillo). También puede presentar una queja ante Medicare llamando al 1-800-MEDICARE (1-800-633-4227) o directamente a la Oficina de Derechos Civiles. Se incluye la información de contacto en esta *Evidencia de Cobertura* o en este correo. Para obtener información adicional, puede comunicarse con el Departamento de Servicios al Afiliado.

### 我們必須以您瞭解的方式（以英語以外的語言、音訊、大字體或其他形式等）提供資訊

本計畫有工作人員及免費口譯員服務可為殘疾和不會說英語的會員解答疑問。如欲獲得其他語言的協助以瞭解此資訊，請致電：1-800-539-4072（聽障專線：711）與會員服務部聯絡。營業時間為每週 7 天，8:00 至下午 8:00。如果您有需要，我們也可為您提供語音版、大字版或其他替代格式的資訊。按照規定，我們必須透過您可使用且適用於您的格式為您提供計畫福利資訊。如欲透過我們取得適用於您之格式的資訊，請致電與會員服務部聯絡（電話號碼列印於本手冊的封底），或致電相同電話號碼與我們的申訴部門聯絡。

如果您無法透過本計畫取得您可使用且適用於您之格式的資訊，您可致電向會員服務部提出申訴（電話號碼列印於本手冊封底）。您也可致電 1-800-MEDICARE (1-800-633-4227) 向 Medicare 提出投訴，或直接向民權辦公室提出投訴。本《承保範圍證明》或此信件均附有聯絡資訊，或者您可與會員服務部聯絡以取得其他資訊。

### **We must treat you with fairness and respect at all times**

You have the right to be treated with respect and recognition of your dignity. Our plan must obey laws that protect you from discrimination or unfair treatment. **We do not discriminate** based on a person's race, ethnicity, national origin, religion, gender, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location within the service area.

If you want more information or have concerns about discrimination or unfair treatment, please call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 (TDD 1-800-537-7697), or your local Office for Civil Rights.

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

### **We must ensure that you get timely access to your covered services and drugs**

As a member of our plan, you have the right to choose a Primary Care Provider (PCP) in the plan's network to provide and arrange for your covered services (the "Using the plan's coverage

for your medical services” section of this booklet explains more about this). Call Member Services to learn which doctors are accepting new patients (phone numbers are printed on the back cover of this booklet). You also have the right to go to a women’s health specialist (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. You also have the right to get your prescriptions filled or refilled at any of our network pharmacies without long delays.

If you think that you are not getting your medical care or drugs within a reasonable amount of time, see the “How to make a complaint about quality of care, waiting times, customer service, or other concerns” portion of the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet, which tells what you can do. (If we have denied coverage for your medical care or drugs and you don’t agree with our decision, the “A guide to the basics of coverage decisions and appeals” portion of the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet, tells what you can do.)

### **We must protect the privacy of your personal health information**

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

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

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

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

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prescription drugs. If Medicare releases your information for research or other uses, this will be done according to Federal statutes and regulations.

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

You have the right to look at your medical records held at the plan, and to get a copy of your records. We are allowed to charge you a fee for making copies. You also have the right to ask us to make additions or corrections to your medical records. If you ask us to do this, we will work with your healthcare provider to decide whether the changes should be made.

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

If you have questions or concerns about the privacy of your personal health information, please call Member Services (phone numbers are printed on the back cover of this booklet). Our Notice of Privacy Practices is listed in the “Legal Notices” section.

<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. This includes information about Health Net, its services, its providers and member rights and responsibilities. (As explained above in the “We must provide information in a way that works for you (in languages other than English, in audio, in large print, or other alternate formats, etc.)” portion above, you have the right to get information from us in a way that works for you. This includes getting the information in large print or other alternate formats.

If you want any of the following kinds of information, please call Member Services (phone numbers are printed on the back cover of this booklet):

- **Information about our plan.** This includes, for example, information about the plan’s financial condition. It also includes information about the number of appeals made by members and the plan’s performance ratings, including how it has been rated by plan members and how it compares to other Medicare Advantage health plans.
- **Information about our network providers including our network pharmacies.**
  - For example, you have the right to get information from us about the qualifications of the providers and pharmacies in our network and how we pay the providers in our network.
  - For a list of the providers in the plan’s network, see the *Provider Directory*.
  - For a list of the pharmacies in the plan’s network, see the *Pharmacy Directory*.
  - For more detailed information about our providers or pharmacies, you can visit our website at <https://www.healthnet.com/uc> or call Member Services (phone numbers are printed on the back cover of this booklet).



- **Information about your coverage and the rules you must follow when using your coverage.**
  - In the “Using the plan’s coverage for your medical services” and “Medical Benefits Chart (what is covered and what you pay)” sections of this booklet, we explain what medical services are covered for you, any restrictions to your coverage, and what rules you must follow to get your covered medical services.
  - To get the details on your prescription drug coverage, see the “Using the plan’s coverage for your prescription drugs” and the “What you pay for your prescription drugs” sections of this booklet plus the plan’s *List of Covered Drugs (Formulary)*. These sections, together with the *List of Covered Drugs (Formulary)*, tell you what drugs are covered and explain the rules you must follow and the restrictions to your coverage for certain drugs.
  - If you have questions about the rules or restrictions, please call Member Services (phone numbers are printed on the back cover of this booklet).
- **Information about why something is not covered and what you can do about it.**
  - If a medical service or drug is not covered for you, or if your coverage is restricted in some way, you can ask us for a written explanation. You have the right to this explanation even if you received the medical service or drug from an out-of-network provider or pharmacy.
  - If you are not happy or if you disagree with a decision we make about what medical care or drug is covered for you, you have the right to ask us to change the decision. You can ask us to change the decision by making an appeal. For details on what to do if something is not covered for you in the way you think it should be covered, see the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet. It gives you the details about how to make an appeal if you want us to change our decision. (The “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section also tells about how to make a complaint about quality of care, waiting times, and other concerns.)
  - If you want to ask our plan to pay our share of a bill you have received for medical care or a prescription drug, see the “Asking us to pay our share of a bill you have received for covered medical services or drugs” section of this booklet.

<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*.

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

- **To know about all of your choices.** This means that you have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by our plan. It also includes being told about programs our plan offers to help members manage their medications and use drugs safely.
- **To know about the risks.** You have the right to be told about any risks involved in your care. You must be told in advance if any proposed medical care or treatment is part of a research experiment. You always have the choice to refuse any experimental treatments.
- **The right to say “no.”** You have the right to refuse any recommended treatment. This includes the right to leave a hospital or other medical facility, even if your doctor advises you not to leave. You also have the right to stop taking your medication. Of course, if you refuse treatment or stop taking medication, you accept full responsibility for what happens to your body as a result.
- **To receive an explanation if you are denied coverage for care.** You have the right to receive an explanation from us if a provider has denied care that you believe you should receive. To receive this explanation, you will need to ask us for a coverage decision. The “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section 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.



- **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 Health Net, a doctor or hospital did not follow the instructions in it, you may file a complaint with the Office for Civil Rights.

Office for Civil Rights  
U.S. Department of Health & Human Services  
90 7<sup>th</sup> Street, Suite 4-100  
San Francisco, CA 94103

The telephone number is 1-800-368-1019 (TDD 1-800-537-7697).

**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, the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet tells what you can do. It gives the details about how to deal with all types of problems and complaints.

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

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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 Member Services (phone numbers are printed on the back cover of this booklet).

**You have the right to make recommendations about our member rights and responsibilities policy**

If you have any questions or concerns about the rights and responsibilities or if you have suggestions to improve our member rights policy, share your thoughts with us by contacting Member Services.

**Evaluation of new technologies**

New technologies include procedures, drugs, biological product, or devices that have recently been developed for the treatment of specific diseases or conditions, or are new applications of existing procedures, drugs, biological products, and devices. Health Net, Inc. follows Medicare's National and Local Coverage Determinations when applicable.

In the absence of a Medicare coverage determination, Health Net assesses new technology or new applications of existing technologies for inclusion in applicable benefits plans to ensure members have access to safe and effective care by performing a critical appraisal of the current published medical literature from peer-reviewed publications including systematic reviews, randomized controlled trials, cohort studies, case control studies, diagnostic test studies with statistically significant results that demonstrate safety and effectiveness and review of evidence based guidelines developed by national organizations and recognized authorities. Health Net also considers opinions, recommendations and assessments by practicing physicians, nationally recognized medical associations including Physician Specialty Societies, consensus panels, or other nationally recognized research or technology assessment organizations, reports and publications of government agencies (for example, the Food and Drug Administration [FDA], Centers for Disease Control [CDC], National Institutes of Health [NIH]).

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

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

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

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## Is it about something else?

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

- You can **call Member Services** (phone numbers are printed on the back cover of this booklet).
- You can **call the State Health Insurance Assistance Program**. For details about this organization and how to contact it, see the “Important phone numbers and resources” section of this booklet.
- Or, **you can call Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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### How to get more information about your rights

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

- You can **call Member Services** (phone numbers are printed on the back cover of this booklet).
- You can **call the SHIP**. For details about this organization and how to contact it, see the “Important phone numbers and resources” section of this booklet.
- You can contact **Medicare**.
  - You can visit the Medicare website to read or download the publication “Medicare Rights & Protections.” The publication is available at: <https://www.medicare.gov/Pubs/pdf/11534.pdf>.
  - Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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## You have some responsibilities as a member of the plan

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### What are your responsibilities?

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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 Member Services (phone numbers are printed on the back cover of this booklet). We're here to help.

- **Get familiar with your covered services and the rules you must follow to get these covered services.** *Use this Evidence of Coverage booklet to learn what is covered for you and the rules you need to follow to get your covered services.*
  - The “Using the plan’s coverage for your medical services” and “Medical Benefits Chart (what is covered and what you pay)” sections give the details about your medical services, including what is covered, what is not covered, rules to follow, and what you pay.

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- The “Using the plan’s coverage for your prescription drugs” and “What you pay for your prescription drugs” sections give the details about your coverage for prescription drugs.
  - **If you have any other health insurance coverage or prescription drug coverage in addition to our plan, you are required to tell us.** *Please call Member Services to let us know (phone numbers are printed on the back cover of this booklet).*
    - We are required to follow rules set by Medicare to make sure that you are using all of your coverage in combination when you get your covered services from our plan. This is called “**coordination of benefits**” because it involves coordinating the health and drug benefits you get from our plan with any other health and drug benefits available to you. We’ll help you coordinate your benefits. (For more information about coordination of benefits, go to the “How other insurance works with our plan” portion of the “Getting started as a member” section of this booklet.)
  - **Tell your doctor and other health care providers that you are enrolled in our plan.** *Show your plan membership card whenever you get your medical care or prescription drugs.*
  - **Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.**
    - To help your doctors and other health providers give you the best care, learn as much as you are able to about your health problems, give them the information they need about you and your health, and work with them to develop mutually agreed upon goals. Follow the treatment plans and instructions that you and your doctors agree upon.
    - Make sure your doctors know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
    - If you have any questions, be sure to ask. Your doctors and other health care providers are supposed to explain things in a way you can understand. If you ask a question and you don’t understand the answer you are given, ask again.
  - **Be considerate.** *We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor’s office, hospitals, and other offices.*
  - **Pay what you owe.** *As a plan member, you are responsible for these payments:*
    - In order to be eligible for our plan, you must have Medicare Part A and Medicare Part B. For that reason, some plan members must pay a premium for Medicare Part A and most plan members must pay a premium for Medicare Part B to remain a member of the plan.
    - For most of your medical services or drugs covered by the plan, you must pay your share of the cost when you get the service or drug. This will be a copayment (a fixed amount) or coinsurance (a percentage of the total cost). The “Medical Benefits Chart (what is covered and what you pay)” section of this booklet tells what you must pay for your medical services. The “What you pay for your prescription drugs” section of this booklet tells what you must pay for your prescription drugs.

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- If you get any medical services or drugs that are not covered by our plan or by other insurance you may have, you must pay the full cost.
    - If you disagree with our decision to deny coverage for a service or drug, you can make an appeal. Please see the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet for information about how to make an appeal.
  - If you are required to pay the extra amount for Part D because of your yearly income, you must pay the extra amount directly to the government to remain a member of the plan.
  - **Tell us if you move.** *If you are going to move, it’s important to tell us right away. Call Member Services (phone numbers are printed on the back cover of this booklet).*
    - **If you move *outside* of our plan service area, you cannot remain a member of our plan.** (The “Getting started as a member” section tells about our service area.) We can help you figure out whether you are moving outside our service area. If you are leaving our service area, you will have a Special Enrollment Period when you can join any Medicare plan available in your new area. We can let you know if we have a plan in your new area.
    - **If you move *within* our service area, we still need to know** so we can keep your membership record up to date and know how to contact you.
    - If you move, it is also important to tell Social Security (or the Railroad Retirement Board). You can find phone numbers and contact information for these organizations in the “Important phone numbers and resources” section of this booklet.
  - **Call Member Services 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 Member Services are printed on the back cover of this booklet.
    - For more information on how to reach us, including our mailing address, please see the “Important phone numbers and resources” section of this booklet.

## WHAT TO DO IF YOU HAVE A PROBLEM OR COMPLAINT (COVERAGE DECISIONS, APPEALS, COMPLAINTS)

### BACKGROUND

#### Introduction

##### What to do if you have a problem or concern

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

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

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

Which one do you use? That depends on the type of problem you are having. The guide in the “To deal with your problem, which process should you use?” portion will help you identify the right process to use.

For information on Appeals procedures for your Employer-Sponsored Benefits (benefits beyond the basic Medicare-covered benefits), please refer to the “Appeals Procedures for your Employer-Sponsored Benefits” portion later in this section.

##### What about the legal terms?

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

To keep things simple, this section explains the legal rules and procedures using simpler words in place of certain legal terms. For example, this section generally says “making a complaint” rather than “filing a grievance,” “coverage decision” rather than “organization determination” or “coverage 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

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

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### **Where to get more information and personalized assistance**

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

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

We are always available to help you. But in some situations you may also want help or guidance from someone who is not connected with us. You can always contact your **State Health Insurance Assistance Program (SHIP)**. This government program has trained counselors in every state. The program is not connected with us or with any insurance company or health plan. The counselors at this program can help you understand which process you should use to handle a problem you are having. They can also answer your questions, give you more information, and offer guidance on what to do.

The services of SHIP counselors are free. You will find phone numbers in the “Important phone numbers and resources” section of this booklet.

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

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

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

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

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

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

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

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

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

**Yes.** My problem is about benefits or coverage.

Go on to the section **“A guide to ‘the basics’ of coverage decisions and appeals.”**

**No.** My problem is not about benefits or coverage.

Skip ahead to section: **“How to make a complaint about quality of care, waiting times, customer service, or other concerns.”**

## **COVERAGE DECISIONS AND APPEALS**

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### **A guide to ‘the basics’ of coverage decisions and appeals**

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

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

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services or drugs. For example, your plan network doctor makes a (favorable) coverage decision for you whenever you receive medical care from him or her or if your network doctor refers you to a medical specialist. You or your doctor can also contact us and ask for a coverage decision if your doctor is unsure whether we will cover a particular medical service or refuse to provide medical care you think that you need. In other words, if you want to know if we will cover a medical service before you receive it, you can ask us to make a coverage decision for you.

We are making a coverage decision for you whenever we decide what is covered for you and how much we pay. In some cases we might decide a service or drug is not covered or is no longer covered by Medicare for you. If you disagree with this coverage decision, you can make an appeal.



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## Making an appeal

If we make a coverage decision and you are not satisfied with this decision, you can “appeal” the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made.

When you appeal a decision for the first time, this is called a Level 1 Appeal. In this appeal, we review the coverage decision we have made to check to see if we were following all of the rules properly. Your appeal is handled by different reviewers than those who made the original unfavorable decision. When we have completed the review we give you our decision. Under certain circumstances, which we discuss later, you can request an expedited or “fast coverage decision” or fast appeal of a coverage decision.

If we say no to all or part of your Level 1 Appeal, you can go on to a Level 2 Appeal. The Level 2 Appeal is conducted by an independent organization that is not connected to us. (In some situations, your case will be automatically sent to the independent organization for a Level 2 Appeal. If this happens, we will let you know. In other situations, you will need to ask for a Level 2 Appeal.) If you are not satisfied with the decision at the Level 2 Appeal, you may be able to continue through additional levels of appeal.

<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 Member Services** (phone numbers are printed on the back cover of this booklet).
- To **get free help from an independent organization** that is not connected with our plan, contact your State Health Insurance Assistance Program (see the “You can get help from government organizations that are not connected with us” portion of this section).
- **Your doctor or other provider can make a request for you.**
  - For Part D prescription drugs, your doctor or other prescriber can request a coverage decision or a Level 1 or 2 appeal on your behalf. To request any appeal after Level 2, your doctor or other prescriber must be appointed as your representative.
  - For medical care, your doctor can request a coverage decision or a Level 1 appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2. To request any appeal after Level 2, your doctor must be appointed as your representative.

- **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 Member Services (phone numbers are printed on the back cover of this booklet) and ask for the “Appointment of Representative” form. (The form is also available on Medicare’s website at <https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf> or on our website at <https://www.healthnet.com/uc>) The form gives that person permission to act on your behalf. It must be signed by you and by the person who you would like to act on your behalf. You must give us a copy of the signed form.
- **You also have the right to hire a lawyer to act for you.** You may contact your own lawyer, or get the name of a lawyer from your local bar association or other referral service. There are also groups that will give you free legal services if you qualify. However, **you are not required to hire a lawyer** to ask for any kind of coverage decision or appeal a decision.

**Which portion of this section gives the details for your situation?**

There are four different types of situations that involve coverage decisions and appeals. Since each situation has different rules and deadlines, we give the details for each one separately. Please refer to the following portions of this section for more information:

- **“Your medical care: How to ask for a coverage decision or make an appeal”**
- **“Your prescription drugs: How to ask for a coverage decision or make an appeal”**
- **“How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon”**
- **“How to ask us to keep covering certain medical services if you think your coverage is ending too soon” (This portion of this section applies to these services only: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services)**

If you’re still not sure which portion of this section you should be using, please call Member Services (phone numbers are printed on the back cover of this booklet). You can also get help or information from government organizations such as your SHIP (the “Important phone numbers and resources” section of this booklet has the phone numbers for this program).

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

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Have you read “A guide to ‘the basics’ of coverage decisions and appeals” portion of this section? If not, you may want to read it before you start this section.

**This portion tells what to do if you have problems getting coverage for medical care or if you want us to pay you back for our share of the cost of your care**

This portion is about your benefits for medical care and services. These benefits are described in the “Medical Benefits Chart (what is covered and what you pay)” section of this booklet. 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.

This portion 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 that we previously approved will be reduced or stopped, and you believe that reducing or stopping this care could harm your health.
  - **NOTE: If the coverage that will be stopped is for hospital care, home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services**, you need to read a separate portion of this section because special rules apply to these types of care. Here’s what to read in those situations:
    - The “How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon” portion of the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet.
    - The “How to ask us to keep covering certain medical services if you think your coverage is ending too soon” portion of the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of the booklet

tells about three services only: home health care, skilled nursing facility care, and CORF services.

- For *all other* situations that involve being told that medical care you have been getting will be stopped, use this portion (“Your medical care: How to ask for a coverage decision or make an appeal”) of this section as your guide for what to do.

Which of these situations are you in?

<b>If you are in this situation:</b>	<b>This is what you can do:</b>
Do you want to find out whether we will cover the medical care or services you want?	You can ask us to make a coverage decision for you.  Go to the next portion of this section, “ <b>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)</b> ”.
Have we already told you that we will not cover or pay for a medical service in the way that you want it to be covered or paid for?	You can make an <b>appeal</b> . (This means you are asking us to reconsider.)  Skip ahead to the “ <b>Step-by-step: How to make a Level 1 Appeal for a Part D drug (how to ask for a review of a medical care coverage decision made by our plan)</b> ” portion of this section.
Do you want to ask us to pay you back for medical care or services you have already received and paid for?	You can send us the bill.  Skip ahead to the “ <b>What if you are asking us to pay you for our share of a bill you have received for medical care?</b> ” portion of this section.

**Step-by-step: How to ask for a coverage decision**

(how to ask our plan to authorize or provide the medical care coverage you want)

**Legal Terms**

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

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

**Legal Terms**

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

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

- Start by calling, writing, or faxing our plan to make your request for us to authorize or provide coverage for the medical care you want. You, your doctor, or your representative can do this.
- For the details on how to contact us, see the “Important phone numbers and resources” section of this booklet, and look for the portion called, *How to contact us when you are asking for a coverage decision about your medical care.*

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

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

- **However, we can take up to 14 more calendar days** if you ask for more time, or if we need information (such as medical records from out-of-network providers) that may benefit you. If we decide to take extra days to make the decision, we will tell you in writing.
- 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 the “How to make a complaint about quality of care, waiting times, customer service, or other concerns” portion of this section.)

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

- **A fast coverage decision means we will answer within 72 hours.**
  - **However, we can take up to 14 more calendar days** if we find that some information that may benefit you is missing (such as medical records from out-of-network providers), or if you need time to get information to us for the review. If we decide to take extra days, we will tell you in writing.
  - 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 the “How to make a complaint about quality of care, waiting times, customer service, or other concerns” portion of this section.) We will call you as soon as we make the decision.
- **To get a fast coverage decision, you must meet two requirements:**
  - You can get a fast coverage decision only if you are asking for coverage for medical care *you have not yet received*. You cannot get a fast coverage decision if your request is about payment for medical care you have already received.
  - You can get a fast coverage decision *only* if using the standard deadlines could *cause serious harm to your health or hurt your ability to function*.
- **If your doctor tells us that your health requires a “fast coverage decision,” we will automatically agree to give you a fast coverage decision.**
- If you ask for a fast coverage decision on your own, without your doctor’s support, we will decide whether your health requires that we give you a fast coverage decision.
  - If we decide that your medical condition does not meet the requirements for a fast coverage decision, we will send you a letter that says so (and we will use the standard deadlines instead).
  - This letter will tell you that if your doctor asks for the fast coverage decision, we will automatically give a fast coverage decision.
  - The letter will also tell how you can file a “fast complaint” about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. (For more information about the process for making complaints, including fast complaints, see the “How to make a complaint about quality of care, waiting times, customer service, or other concerns” portion of this section.)

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**Step 2: We consider your request for medical care coverage and we give you our answer.**

*Deadlines for a “fast coverage decision”*

- Generally, for a fast coverage decision, we will give you our answer **within 72 hours**.
  - As explained above, we can take up to 14 more calendar days under certain circumstances. If we decide to take extra days to make the coverage decision, we will tell you in writing. If we take extra days, it is called “an extended time period.”
  - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (For more information about the process for making complaints, including fast complaints, see the “How to make a complaint about quality of care, waiting times, customer service, or other concerns” portion of this section).
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the medical care coverage we have agreed to provide within 72 hours after we received your request. If we extended the time needed to make our coverage decision, we will authorize or provide the coverage by the end of that extended period.
- **If our answer is no to part or all of what you requested**, we will send you a detailed written explanation as to why we said no.

*Deadlines for a “standard coverage decision”*

- Generally, for a standard coverage decision, we will give you our answer **within 14 calendar days of receiving your request**.
  - We can take up to 14 more calendar days (“an extended time period”) under certain circumstances. If we decide to take extra days to make the coverage decision, we will tell you in writing.
  - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (For more information about the process for making complaints, including fast complaints, see the “How to make a complaint about quality of care, waiting times, customer service, or other concerns” portion of this section.)
  - If we do not give you our answer within 14 calendar days (or if there is an extended time period, by the end of that period), you have the right to appeal. The “Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a medical care coverage decision made by our plan)” portion below tells how to make an appeal.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 14 calendar days after we

received your request. If we extended the time needed to make our coverage decision, we will authorize or provide the coverage by the end of that extended period.

- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no. We will also tell you how to appeal.

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

- If we say no, you have the right to ask us to reconsider – and perhaps change – this decision by making an appeal. Making an appeal means making another try to get the medical care coverage you want.
- If you decide to make an appeal, it means you are going on to Level 1 of the appeals process (see the “Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a medical care coverage decision made by our plan)” portion below.

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

**Legal Terms**

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

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

*What to do*

- **To start an appeal you, your doctor or your representative, must contact our plan.** For details on how to reach us for any purpose related to your appeal, see the “Important phone numbers and resources” section of this booklet.
- **If you are asking for a standard appeal, make your standard appeal in writing by submitting a request.**
  - If you have someone appealing our decision for you other than your doctor, your appeal must include an Appointment of Representative form authorizing this person to represent you. (To get the form, call Member Services (phone numbers are printed on the back cover of this booklet) and ask for the “Appointment of Representative” form. It is also available on Medicare’s website at <http://www.cms.hhs.gov/cmsforms/downloads/cms1696.pdf> or on our website at <https://www.healthnet.com/uc>.) While we can accept an appeal request without the form, we cannot begin or complete our review until we receive it. If we do not receive the form within 44 calendar days after



receiving your appeal request (our deadline for making a decision on your appeal), your appeal request will be dismissed. If this happens, we will send you a written notice explaining your right to ask the Independent Review Organization to review our decision to dismiss your appeal.

- **If you are asking for a fast appeal, make your appeal in writing or call us** at the phone number shown in the “Important phone numbers and resources” section of this booklet.
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer to your request for a coverage decision. If you miss this deadline and have a good reason for missing it, we may give you more time to make your appeal. Examples of good cause for missing the deadline may include if you had a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- **You can ask for a copy of the information regarding your medical decision and add more information to support your appeal.**
  - You have the right to ask us for a copy of the information regarding your appeal.
  - If you wish, you and your doctor may give us additional information to support your appeal.

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

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

- If you are appealing a decision we made about coverage for care you have not yet received, you and/or your doctor will need to decide if you need a “fast appeal.”
- The requirements and procedures for getting a “fast appeal” are the same as those for getting a “fast coverage decision.” To ask for a fast appeal, follow the instructions for asking for a fast coverage decision. (These instructions are given earlier in this section.)
- If your doctor tells us that your health requires a “fast appeal,” we will give you a fast appeal.

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

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

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

- When we are using the fast deadlines, we must give you our answer **within 72 hours after we receive your appeal**. We will give you our answer sooner if your health requires us to do so.
  - However, if you ask for more time, or if we need to gather more information that may benefit you, we **can take up to 14 more calendar days**. If we decide to take extra days to make the decision, we will tell you in writing.
  - If we do not give you an answer within 72 hours (or by the end of the extended time period if we took extra days), we are required to automatically send your request on to Level 2 of the appeals process, where it will be reviewed by an independent organization. Later in this section, we tell you about this organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- **If our answer is no to part or all of what you requested**, we will send you a written denial notice informing you that we have automatically 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 calendar days**. 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. (For more information about the process for making complaints, including fast complaints, see the “How to make a complaint about quality of care, waiting times, customer service, or other concerns” portion of this section.)
  - If we do not give you an answer by the deadline above (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 outside organization. Later in this section, we talk about this review organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 30 calendar days 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 automatically sent your appeal to the Independent Review Organization for a Level 2 Appeal.

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

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

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

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

**Legal Terms**

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

**Step 1: The Independent Review Organization reviews your appeal.**

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

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

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

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

- If you had a standard appeal to our plan at Level 1, you will automatically receive a standard appeal at Level 2. 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 calendar 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 calendar days after we receive the decision from the review organization for standard requests or within 72 hours from the date the plan receives the decision from the review organization for expedited requests.
- **If this organization says no to part or all of your appeal**, it means they agree with us that your request (or part of your request) for coverage for medical care should not be approved. (This is called “upholding the decision.” It is also called “turning down your appeal.”)
  - If the Independent Review Organization “upholds the decision” you have the right to a Level 3 Appeal. However, to make another appeal at Level 3, the dollar value of the medical care coverage you are requesting must meet a certain minimum. If the dollar value of the coverage you are requesting is too low, you cannot make another appeal, which means that the decision at Level 2 is final. The written notice you get from the Independent Review Organization will tell you how to find out the dollar amount to continue the appeals process.

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).

- If your Level 2 Appeal is turned down and you meet the requirements to continue with the appeals process, you must decide whether you want to go on to Level 3 and make a third appeal. The details on how to do this are in the written notice you got after your Level 2 Appeal.
- The Level 3 Appeal is handled by an administrative law judge. The “Taking your appeal to Level 3 and beyond” portion in this section tells more about Levels 3, 4, and 5 of the appeals process.

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

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

#### **Asking for reimbursement is asking for a coverage decision from us**

If you send us the paperwork that asks for reimbursement, you are asking us to make a coverage decision (for more information about coverage decisions, see the “Asking for coverage decisions and making appeals: the big picture” portion of this section). To make this coverage decision, we will check to see if the medical care you paid for is a covered service (see the “Medical Benefits Chart (what is covered and what you pay)” section of this booklet). We will also check to see if you followed all the rules for using your coverage for medical care (these rules are given in the “Using the plan’s coverage for your medical services” section of this booklet).

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

- If the medical care you paid for is covered and you followed all the rules, we will send you the payment for our share of the cost of your medical care within 60 calendar days after we receive your request. Or, if you haven’t paid for the services, we will send the payment directly to the provider. (When we send the payment, it’s the same as saying *yes* to your request for a coverage decision.)
- If the medical care is *not* covered, or you did *not* follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the services and the reasons why in detail. (When we turn down your request for payment, it’s the same as saying *no* to your request for a coverage decision.)

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

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

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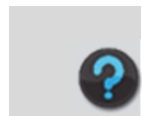
**To make this appeal, follow the process for appeals that we describe in the “Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a medical care coverage decision made by our plan)” portion of this section.** Go to this part for step-by-step instructions. When you are following these 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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## **Your Part D prescription drugs: How to ask for a coverage decision or make an appeal**

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

**This section tells you what to do if you have problems getting a drug or you want us to pay you back for a drug**

Your benefits as a member of our plan include coverage for many prescription drugs. Please refer to our plan’s *List of Covered Drugs (Formulary)*. To be covered, the drug must be used for a medically accepted indication. (A “medically accepted indication” is a use of the drug that is either approved by the Food and Drug Administration or supported by certain reference books. See the “Your drugs need to be on the plan’s ‘Drug List’” portion of the “Using the plan’s coverage for your prescription drugs” section of this booklet for more information about a medically accepted indication.)

- **This section is about your Part D drugs only.** To keep things simple, we generally say “drug” in the rest of this section, instead of repeating “covered outpatient prescription drug” or “Part D drug” every time.
- For details about what we mean by Part D drugs, the *List of Covered Drugs, (Formulary)* rules and restrictions on coverage, and cost information, see the “Using the plan’s coverage for your prescription drugs” and “What you pay for your prescription drugs” sections of this booklet.

## Coverage decisions and appeals

As discussed in the “A guide to ‘the basics’ of coverage decisions and appeals” portion of this section, a coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your drugs.

Legal Terms
An initial coverage decision about your Part D drugs is called a “ <b>coverage determination.</b> ”

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

- You ask us to make an exception, including:
  - Asking us to cover a drug that is not on the plan’s *List of Covered Drugs (Formulary)*
  - Asking us to waive a restriction on the plan’s coverage for a drug (such as limits on the amount of the drug you can get)
  - Asking to pay a lower cost-sharing amount for a covered Part D drug on Tier 3 (Non-preferred drugs) or Tier 4 (Injectable Drugs)
- You ask us whether a drug is covered for you and whether you satisfy any applicable coverage rules. (For example, when your drug is on the plan’s *List of Covered Drugs (Formulary)* but we require you to get approval from us before we will cover it for you.)
  - *Please note:* If your pharmacy tells you that your prescription cannot be filled as written, you will get a written notice explaining how to contact us to ask for a coverage decision.
- You ask us to pay for a prescription drug you already bought. This is a request for a coverage decision about payment.

If you disagree with a coverage decision we have made, you can appeal our decision.

This section tells you both how to ask for coverage decisions and how to request an appeal. Use this chart below to help you determine which part has information for your situation:

<b>Which of these situations are you in?</b>			
<b>Do you need a drug that isn't on our Drug List or need us to waive a rule or restriction on a drug we cover?</b>	<b>Do you want us to cover a drug on our Drug List and you believe you meet any plan rules or restrictions (such as getting approval in advance) for the drug you need?</b>	<b>Do you want to ask us to pay you back for a drug you have already received and paid for?</b>	<b>Have we already told you that we will not cover or pay for a drug in the way that you want it to be covered or paid for?</b>
You can ask us to make an exception. (This is a type of coverage decision.)  Start with the <b>“What is an exception?”</b> portion of this section.	You can ask us for a coverage decision.  Skip ahead to the <b>“Step-by-step: How to ask for a coverage decision, including an exception”</b> portion of this section.	You can ask us to pay you back. (This is a type of coverage decision.)  Skip ahead to the <b>“Step-by-step: How to ask for a coverage decision, including an exception”</b> portion of this section.	You can make an appeal. (This means you are asking us to reconsider.)  Skip ahead to the <b>“Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a coverage decision made by our plan)”</b> portion of this section.

**What is an exception?**

If a Part D drug is not covered in the way you would like it to be covered, you can ask us to make an “exception.” An exception is a type of coverage decision. Similar to other types of coverage decisions, if we turn down your request for an exception, you can appeal our decision.

When you ask for an exception, your doctor or other prescriber will need to explain the medical reasons why you need the exception approved. We will then consider your request. Here are three examples of exceptions that you or your doctor or other prescriber can ask us to make:



1. **Covering a drug for you that is not on our *List of Covered Drugs (Formulary)*.** (We call it the “Drug List” for short.)

Legal Terms
Asking for coverage of a drug that is not on the Drug List is sometimes called asking for a “ <b>formulary exception.</b> ”

- If we agree to make an exception and cover a drug that is not on the Drug List, you will need to pay the cost-sharing amount that applies to drugs in Tier 3 (Non-preferred drugs).
  - If we agree to make an exception and cover a Part D drug, you cannot ask for an exception to the copayment or coinsurance amount we require you to pay for the Part D drug.
2. **Removing a restriction on our coverage for a covered drug.** There are extra rules or restrictions that apply to certain drugs on our *List of Covered Drugs (Formulary)* (for more information, go to the “Using the plan’s coverage for your prescription drugs” section of this booklet).

Legal Terms
Asking for removal of a restriction on coverage for a drug is sometimes called asking for a “ <b>formulary exception.</b> ”

- The extra rules and restrictions on coverage for certain drugs include:
  - *Being required to use the generic version* of a drug instead of the brand name drug.
  - *Getting plan approval in advance* before we will agree to cover the drug for you. (This is sometimes called “prior authorization.”)
  - *Being required to try a different drug first* before we will agree to cover the drug you are asking for. (This is sometimes called “step therapy.”)
  - *Quantity limits.* For some drugs, there are restrictions on the amount of the drug you can have.
- If we agree to make an exception and waive a restriction on a Part D drug for you, you can ask for an exception to the copayment or coinsurance amount we require you to pay for the drug.

- 3. Changing coverage of a drug to a lower cost-sharing tier (this type of exception only applies to Part D drugs).** Every drug on our Drug List is in one of the five cost-sharing tiers. In general, the lower the cost-sharing tier number, the less you will pay as your share of the cost of the drug.

**Legal Terms**

Asking to pay a lower preferred price for a covered non-preferred Part D drug is sometimes called asking for a **“tiering exception.”**

- If your Part D drug is in Tier 3 (Non-preferred drugs) or Tier 4 (Injectable Drugs), you can ask us to cover it at a lower cost-sharing amount that applies to drugs in Tier 2 (Preferred brand). This would lower your share of the cost for the drug.
- You cannot ask us to change the cost-sharing tier for any drug in Tier 2 (Preferred brand), Tier 5 (Specialty Drugs), or non-Part D drugs.

**Important things to know about asking for exceptions**

**Your doctor must tell us the medical reasons**

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

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

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

- If we approve your request for an exception, our approval usually is valid until the end of the year. This is true as long as your doctor continues to prescribe the drug for you and that drug continues to be safe and effective for treating your condition.
- If we say no to your request for an exception, you can ask for a review of our decision by making an appeal. The “Step-by-step: How to make a Level 1 Appeal for a Part D drug (how to ask for a review of a coverage decision made by our plan)” portion of this section tells how to make an appeal if we say no.

The next section tells you how to ask for a coverage decision, including an exception.

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**Step-by-step: How to ask for a coverage decision, including an exception**

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

*What to do*

- **Request the type of coverage decision you want.** Start by calling, writing, or faxing us to make your request. You, your representative, or your doctor (or other prescriber) can do this. You can also access the coverage decision process through our website. For the details, go to the “Important phone numbers and resources” section of this booklet and look for the portion called, “How to contact us when you are asking for a coverage decision about your prescription drugs.” Or if you are asking us to pay you back for a drug, go to the portion called, “Where to send a request asking us to pay for our share of the cost for medical care or a drug you have received.”
- **You or your doctor or someone else who is acting on your behalf** can ask for a coverage decision. The “A guide to the basics of coverage decisions and appeals” portion of this section tells how you can give written permission to someone else to act as your representative. You can also have a lawyer act on your behalf.
- **If you want to ask us to pay you back for a drug,** start by reading the “Asking us to pay our share of a bill you have received for covered medical services or drugs” section of this booklet. The “Asking us to pay our share of a bill you have received for covered medical services or drugs” section of this booklet describes the situations in which you may need to ask for reimbursement. It also tells how to send us the paperwork that asks us to pay you back for our share of the cost of a drug you have paid for.
- **If you are requesting an exception, provide the “supporting statement.”** Your doctor or other prescriber must give us the medical reasons for the drug exception you are requesting. (We call this the “supporting statement.”) Your doctor or other prescriber can fax or mail the statement to us. Or your doctor or other prescriber can tell us on the phone and follow up by faxing or mailing a written statement if necessary. See the “What is an exception?” and “Important things to know about asking for exceptions” portions of this section for more information about exception requests.
- **We must accept any written request,** including a request submitted on the CMS Model Coverage Determination Request Form which is available on our Web site.

- **If you would like to submit an electronic Coverage Determination request,** you may submit your request online through a secure member portal at <https://www.healthnet.com/uc>.

Legal Terms
A “fast coverage decision” is called an “ <b>expedited determination.</b> ”

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

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

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## **Step 2: We consider your request and we give you our answer.**

### *Deadlines for a “fast coverage decision”*

- If we are using the fast deadlines, we must give you our answer **within 24 hours**.
  - Generally, this means within 24 hours after we receive your request. If you are requesting an exception, we will give you our answer within 24 hours after we receive your doctor’s statement supporting your request. We will give you our answer sooner if your health requires us to.
  - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent outside organization. Later in this section, we talk about this review organization and explain what happens at Appeal Level 2.
- **If our answer is yes to part or all of what you requested**, we must provide the coverage we have agreed to provide within 24 hours after we receive your request or doctor’s statement supporting your request.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no. We will also tell you how to appeal.

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

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

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

- We must give you our answer **within 14 calendar days** after we receive your request.
  - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent organization. Later in this section, we talk about this review organization and explain what happens at Appeal Level 2.
- **If our answer is yes to part or all of what you requested**, we are also required to make payment to you within 14 calendar days after we receive your request.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no. We will also tell you how to appeal.

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

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

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

**Legal Terms**

An appeal to the plan about a drug coverage decision is called a plan “**redetermination.**”

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

*What to do*

- **To start your appeal, you (or your representative or your doctor or other prescriber) must contact us.**
  - For details on how to reach us by phone, fax, or mail, or on our website for any purpose related to your appeal, see the “Important phone numbers and resources” section of this booklet, and look for the portion called, “How to contact us when you are making an appeal about your prescription drugs.”
- **If you are asking for a standard appeal, make your appeal by submitting a written request.**
- **If you are asking for a fast appeal, you may make your appeal in writing or you may call us at the phone number shown in the “Important phone numbers and resources” section of this booklet, (“How to contact us when you are making an appeal about your prescription drugs”).**

- **We must accept any written request**, including a request submitted on the CMS Model Coverage Determination Request Form, which is available on our website.
- **If you would like to submit an electronic appeal.** You may submit a grievance or appeal request online through a secure member portal at <https://www.healthnet.com/uc>.
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer to your request for a coverage decision. If you miss this deadline and have a good reason for missing it, we may give you more time to make your appeal. Examples of good cause for missing the deadline may include if you had a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- **You can ask for a copy of the information in your appeal and add more information.**
  - You have the right to ask us for a copy of the information regarding your appeal.
  - If you wish, you and your doctor or other prescriber may give us additional information to support your appeal.

Legal Terms
A “fast appeal” is also called an “ <b>expedited redetermination.</b> ”

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

- If you are appealing a decision we made about a drug you have not yet received, you and your doctor or other prescriber will need to decide if you need a “fast appeal.”
- The requirements for getting a “fast appeal” are the same as those for getting a “fast coverage decision” in the “Step-by-step: How to ask for a coverage decision, including an exception” portion of this section.

**Step 2: We consider your appeal for a Part D drug and we give you our answer.**

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

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### *Deadlines for a “fast appeal”*

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

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

- If we are using the standard deadlines, we must give you our answer **within 7 calendar days** after we receive your appeal. We will give you our decision sooner if you have not received the drug yet and your health condition requires us to do so. If you believe your health requires it, you should ask for a “fast” appeal.
  - If we do not give you a decision within 7 calendar days, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an Independent Review Organization. Later in this section, we tell about this review organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested –**
  - If we approve a request for coverage, we must **provide the coverage** we have agreed to provide as quickly as your health requires, but **no later than 7 calendar days** after we receive your appeal.
  - If we approve a request to pay you back for a drug you already bought, we are required to **send payment to you within 30 calendar days** after we receive your appeal request.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no and how to appeal our decision.

### **Step 3: If we say no to your appeal for a Part D drug, you decide if you want to continue with the appeals process and make *another* appeal.**

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



## Step-by-step: How to make a Level 2 Appeal for a Part D drug

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

### Legal Terms

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

**Step 1: To make a Level 2 Appeal for a Part D drug, you (or your representative or your doctor or other prescriber) must contact the Independent Review Organization and ask for a review of your case.**

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

**Step 2: The Independent Review Organization does a review of your appeal for a Part D drug and gives you an answer.**

- **The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with us and it is not a government agency. This organization is a company chosen by Medicare to review our decisions about your Part D benefits with us.
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal. The organization will tell you its decision in writing and explain the reasons for it.

### *Deadlines for “fast appeal” at Level 2*

- If your health requires it, ask the Independent Review Organization for a “fast appeal.”
- If the review organization agrees to give you a “fast appeal,” the review organization must give you an answer to your Level 2 Appeal **within 72 hours** after it receives your appeal request.

- **If the Independent Review Organization says yes to part or all of what you requested**, we must provide the drug coverage that was approved by the review organization **within 24 hours** after we receive the decision from the review organization.

### *Deadlines for “standard appeal” at Level 2*

- If you have a standard appeal at Level 2, the review organization must give you an answer to your Level 2 Appeal **within 7 calendar days** after it receives your appeal.
- **If the Independent Review Organization says yes to part or all of what you requested –**
  - If the Independent Review Organization approves a request for coverage, we must **provide the drug coverage** that was approved by the review organization **within 72 hours** after we receive the decision from the review organization.
  - If the Independent Review Organization approves a request to pay you back for a drug you already bought, we are required to **send payment to you within 30 calendar days** after we receive the decision from the review organization.

### **What if the review organization says no to your appeal for a Part D drug?**

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

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

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

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

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## How to ask us to cover a longer inpatient 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 our coverage for your hospital care, including any limitations on this coverage, see the “Medical Benefits Chart (what is covered and what you pay)” section of this booklet.

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

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

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

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

### Legal Terms

The written notice from Medicare tells you how you can “**request an immediate review.**” Requesting an immediate review is a formal, legal way to ask for a delay in your discharge date so that we will cover your hospital care for a longer time. (The “Step-by-step: How to make a Level 1 Appeal to change your hospital discharge date” portion below tells how to make this appeal and tells you how you can request an immediate review.)

2. **You must sign the written notice to show that you received it and understand your rights.**
  - You or someone who is acting on your behalf must sign the notice. (The “A guide to the basics of coverage decisions and appeals” portion of this section 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 two days before the day you leave the hospital, you will get another copy before you are scheduled to be discharged.
  - To look at a copy of this notice in advance, you can call Member Services (phone numbers are printed on the back cover of this booklet) or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. You can also see it online at <http://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html>.

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

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

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

that provides personalized assistance (see the “You can get help from government organizations that are not connected with us” portion of this section).

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

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

*What is the Quality Improvement Organization?*

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

*How can you contact this organization?*

- The written notice you received (*An Important Message from Medicare about Your Rights*) tells you how to reach this organization. (Or find the name, address, and phone number of the Quality Improvement Organization for your state in the “You can get help from government organizations that are not connected with us” portion in the “Important phone numbers and resources” section 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 the “What if you miss the deadline for making your Level 1 Appeal?” portion of this section.

*Ask for a “fast review”:*

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

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

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

*What happens during this review?*

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

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

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

*What happens if the answer is yes?*

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

hospital services. (See the “Medical Benefits Chart (what is covered and what you pay)” section of this booklet).

*What happens if the answer is no?*

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

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

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

**Step-by-step: How to make a Level 2 Appeal to change your hospital discharge date**

If the Quality Improvement Organization has turned down your appeal, *and* you stay in the hospital after your planned discharge date, then you can make a Level 2 Appeal. During a Level 2 Appeal, you ask the Quality Improvement Organization to take another look at the decision they made on your first appeal. If the Quality Improvement Organization turns down your Level 2 Appeal, you may have to pay the full cost for your stay after your planned discharge date.

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

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

- You must ask for this review **within 60 calendar days** after the day 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.

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

*If the review organization says yes:*

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

*If the review organization says no:*

- It means they agree with the decision they made on your Level 1 Appeal and will not change it. This is called “upholding the decision.”
- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by 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.
- The “Taking your appeal to Level 3 and beyond” portion in this section tells more about Levels 3, 4, and 5 of the appeals process.

<b>What if you miss the deadline for making your Level 1 Appeal?</b>
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**You can appeal to us instead**

As explained above in the “Step-by-step: How to make a Level 1 Appeal to change your hospital discharge date” portion, 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 us, asking for a “fast review.” A fast review is an appeal that uses the fast deadlines instead of the standard deadlines.

### Legal Terms

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

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

- For details on how to contact us, see the “Important phone numbers and resources” section of this booklet, and look for the portion called, “How to contact us when you are making an appeal about your medical care.”
- **Be sure to ask for a “fast review.”** This means you are asking us to give you an answer using the “fast” deadlines rather than the “standard” deadlines.

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

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

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

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

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

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

**Step-by-Step: Level 2 Alternate Appeal Process**

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

**Legal Terms**

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

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

- We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. The “How to make a complaint about quality of care, waiting times, customer service, or other concerns” portion of this section tells how to make a complaint).

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

- **The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work.
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal of your hospital discharge.
- **If this organization says *yes* to your appeal,** then we must reimburse you (pay you back) for our share of the costs of hospital care you have received since the date of your planned discharge. We must also continue the plan’s coverage of your inpatient hospital services for as long as it is medically necessary. You must continue to pay

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

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

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**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.
- The “Taking your appeal to Level 3 and beyond” portion in this section tells more about Levels 3, 4, and 5 of the appeals process.

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

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*This section is about three services only:*

**Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services**

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 (SNF) Care,” see the “Definitions of important words” section in this booklet.)
- **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 the “Definitions of important words” section in this booklet.)

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 the “Medical Benefits Chart (what is covered and what you pay)” section in this booklet.

When we decide it is time to stop covering any of the three types of care for you, we are required to tell you in advance. When your coverage for that care ends, *we will stop paying our share of the cost for your care.*

If you think we are ending the coverage of your care too soon, **you can appeal our decision.** This section tells you how to ask for an appeal.

### **We will tell you in advance when your coverage will be ending**

- 1. You receive a notice in writing.** At least two days before our plan is going to stop covering your care, you will receive a notice.
  - The written notice tells you the date when we will stop covering the care for you.
  - The written notice also tells what you can do if you want to ask our plan to change this decision about when to end your care, and keep covering it for a longer period of time.

#### **Legal Terms**

In telling you what you can do, the written notice is telling how you can request a “**fast-track appeal.**” Requesting a fast-track appeal is a formal, legal way to request a change to our coverage decision about when to stop your care. (The “Step-by-Step: How to make a Level 1 Alternate Appeal” portion below tells how you can request a fast-track appeal.)

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

- 2. You must sign the written notice to show that you received it.**
  - You or someone who is acting on your behalf must sign the notice. (The “A guide to ‘the basics’ of coverage decisions and appeals” portion of this section 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.

**Step-by-step: How to make a Level 1 Appeal to have our plan cover your care for a longer time**

If you want to ask us to cover your care for a longer period of time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

- **Follow the process.** Each step in the first two levels of the appeals process is explained below.
- **Meet the deadlines.** The deadlines are important. Be sure that you understand and follow the deadlines that apply to things you must do. There are also deadlines our plan must follow. (If you think we are not meeting our deadlines, you can file a complaint. The “How to make a complaint about quality of care, waiting times, customer service, or other concerns” portion of this section 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 Member Services (phone numbers are printed on the back cover of this booklet). Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance (see the “You can get help from government organizations that are not connected with us” portion of this section).

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

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

*What is the Quality Improvement Organization?*

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

*How can you contact this organization?*

- The written notice you received tells you how to reach this organization. (Or find the name, address, and phone number of the Quality Improvement Organization for your state in the “Important phone numbers and resources,” section of this booklet.)

*What should you ask for?*

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

*Your deadline for contacting this organization.*

- You must contact the Quality Improvement Organization to start your appeal *no later than noon of the day after you receive the written notice telling you when we will stop covering your care.*
- If you miss the deadline for contacting the Quality Improvement Organization about your appeal, you can make your appeal directly to us instead. For details about this other way to make your appeal, see the “What if you miss the deadline for making your Level 1 Appeal?” portion of this section.

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

*What happens during this review?*

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

Legal Terms
This notice of explanation is called the “ <b>Detailed Explanation of Non-Coverage.</b> ”

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

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

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

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

- If the reviewers say *no* to your appeal, then **your coverage will end on the date we have told you**. We will stop paying our share of the costs of this care on the date listed on the notice.
- If you decide to keep getting the home health care, 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.

**Step-by-step: How to make a Level 2 Appeal to have our plan cover your care for a longer time**

If the Quality Improvement Organization has turned down your appeal and you choose to continue getting care after your coverage for the care has ended, then you can make a Level 2 Appeal. During a Level 2 Appeal, you ask the Quality Improvement Organization to take another look at the decision they made on your first appeal. If the Quality Improvement Organization turns down your Level 2 Appeal, you may have to pay the full cost for your home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* the date when we said your coverage would end.

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

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

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

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

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

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**Step 3: Within 14 days, of receipt of your appeal request reviewers will decide on your appeal and tell you their decision.**

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

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

*What happens if the review organization says no?*

- It means they agree with the decision we made to your Level 1 Appeal and will not change it.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by 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 to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by a judge.
- The “Taking your appeal to Level 3 and beyond” portion of this section tells more about Levels 3, 4, and 5 of the appeals process.

<b>What if you miss the deadline for making your Level 1 Appeal?</b>
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**You can appeal to us instead**

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



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

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

Here are the steps for a Level 1 Alternate Appeal:

#### **Legal Terms**

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

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

- For details on how to contact us, go to the “*How to contact our plan’s Member Services*” portion of the section called “*Important phone numbers and resources.*”
- **Be sure to ask for a “fast review.”** This means you are asking us to give you an answer using the “fast” deadlines rather than the “standard” deadlines.

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

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

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

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

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

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

**Step-by-Step: Level 2 Alternate Appeal Process**

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

**Legal Terms**

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

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

- We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. The “How to make a complaint about quality of care, waiting times, customer service, or other concerns” portion of this section tells how to make a complaint.)

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

- **The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work.
- Reviewers at the Independent Review Organization will take a careful look at all of the information related to your appeal.
- **If this organization says *yes* to your appeal,** then we must reimburse you (pay you back) for our share of the costs of care you have received since the date when we said your coverage would end. We must also continue to cover the care for as long as it is medically necessary. You must continue to pay your share of the costs. If there are

coverage limitations, these could limit how much we would reimburse or how long we would continue to cover your services.

- **If this organization says *no* to your appeal**, it means they agree with the decision our plan made to your first appeal and will not change it.
  - The notice you get from the Independent Review Organization will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to a Level 3 Appeal.

**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.
- The “Taking your appeal to Level 3 and beyond” portion of this section tells more about Levels 3, 4, and 5 of the appeals process.

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## **Taking your appeal to Level 3 and beyond**

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<b>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 Administrative Law Judge says yes to your appeal, the appeals process *may* or *may not* be over** - We will decide whether to appeal this decision to Level 4. Unlike a decision at Level 2 (Independent Review Organization), we have the right to appeal a Level 3 decision that is favorable to you.

- If we decide *not* to appeal the decision, we must authorize or provide you with the service within 60 calendar days after receiving the 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 Administrative Law Judge says no to your appeal, the appeals process *may* or *may not* be over.**
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - If you do not want to accept the decision, you can continue to the next level of the review process. If the administrative law judge says no to your appeal, the notice you get will tell you what to do next if you choose to continue with your appeal.

**Level 4 Appeal:** The **Appeals Council** will review your appeal and give you an answer. The Appeals Council works for the Federal government.

- **If the answer is yes, or if the 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 calendar days after receiving the 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 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. If the 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.

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

- This is the last step of the administrative appeals process.

### **Levels of Appeal 3, 4, and 5 for Part D Drug Appeals**

This section may be appropriate for you if you have made a Level 1 Appeal and a Level 2 Appeal, and both of your appeals have been turned down.

If the value of the drug you have appealed meets a certain dollar amount, you may be able to go on to additional levels of appeal. If the dollar amount is less, you cannot appeal any further. The

written response you receive to your Level 2 Appeal will explain who to contact and what to do to ask for a Level 3 Appeal.

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

**Level 3 Appeal:** A judge who works for the Federal government will review your appeal and give you an answer. This judge is called an “Administrative Law Judge.”

- **If the answer is yes, the appeals process is over.** What you asked for in the appeal has been approved. We must **authorize or provide the drug coverage** that was approved by the Administrative Law Judge **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, the appeals process *may or may not* be over.**
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - If you do not want to accept the decision, you can continue to the next level of the review process. If the administrative law judge says no to your appeal, the notice you get will tell you what to do next if you choose to continue with your appeal.

**Level 4 Appeal** The **Appeals Council** will review your appeal and give you an answer. The Appeals Council works for the Federal government.


- **If the answer is yes, the appeals process is over.** What you asked for in the appeal has been approved. We must **authorize or provide the drug coverage** that was approved by the Appeals Council **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, the appeals process *may or may not* be over.**
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - If you do not want to accept the decision, you might be able to continue to the next level of the review process. If the Appeals Council says no to your appeal or denies your request to review the appeal, the notice you get will tell you whether the rules allow you to go on to Level 5 Appeal. If the rules allow you to go on, the written notice will also tell you who to contact and what to do next if you choose to continue with your appeal.

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

- This is the last step of the appeals process.

## MAKING COMPLAINTS

### 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 the section on “A guide to ‘the basics’ of coverage decisions and appeals”.

#### What kinds of problems are handled by the complaint process?

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

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

Complaint	Example
<b>Quality of your medical care</b>	<ul style="list-style-type: none"><li>• Are you unhappy with the quality of the care you have received (including care in the hospital)?</li></ul>
<b>Respecting your privacy</b>	<ul style="list-style-type: none"><li>• Do you believe that someone did not respect your right to privacy or shared information about you that you feel should be confidential?</li></ul>
<b>Disrespect, poor customer service, or other negative behaviors</b>	<ul style="list-style-type: none"><li>• Has someone been rude or disrespectful to you?</li><li>• Are you unhappy with how our Member Services has treated you?</li><li>• Do you feel you are being encouraged to leave the plan?</li></ul>
<b>Waiting times</b>	<ul style="list-style-type: none"><li>• Are you having trouble getting an appointment, or waiting too long to get it?</li><li>• Have you been kept waiting too long by doctors, pharmacists, or other health professionals? Or by our Member Services or other staff at the plan?<ul style="list-style-type: none"><li>○ Examples include waiting too long on the phone, in the waiting room, when getting a prescription, or in the exam room.</li></ul></li></ul>
<b>Cleanliness</b>	<ul style="list-style-type: none"><li>• Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor’s office?</li></ul>

Complaint	Example
<p><b>Information you get from us</b></p>	<ul style="list-style-type: none"> <li>• Do you believe we have not given you a notice that we are required to give?</li> <li>• Do you think written information we have given you is hard to understand?</li> </ul>
<p><b>Timeliness</b>                      (These types of complaints are all related to the timeliness of our actions related to coverage decisions and appeals)</p>	<p>The process of asking for a coverage decision and making appeals is explained in the following portions:</p> <ul style="list-style-type: none"> <li>• “A guide to ‘the basics’ of coverage decisions and appeals”</li> <li>• “Your medical care: How to ask for a coverage decision or make an appeal”</li> <li>• “Your prescription drugs: How to ask for a coverage decision or make an appeal”</li> <li>• “How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon”</li> <li>• “How to ask us to keep covering certain medical services if you think your coverage is ending too soon”</li> <li>• “Taking your appeal to Level 3 and beyond”</li> </ul> <p>If you are asking for a decision or making an appeal, you use that process, not the complaint process.</p> <p>However, if you have already asked us for a coverage decision or made an appeal, and you think that we are not responding quickly enough, you can also make a complaint about our slowness. Here are examples:</p> <ul style="list-style-type: none"> <li>• If you have asked us to give you a “fast coverage decision” or a “fast appeal,” and we have said we will not, you can make a complaint.</li> <li>• If you believe we are not meeting the deadlines for giving you a coverage decision or an answer to an appeal you have made, you can make a complaint.</li> <li>• When a coverage decision we made is reviewed and we are told that we must cover or reimburse you for certain medical services or drugs, there are deadlines that apply. If you think we are not meeting these deadlines, you can make a complaint.</li> <li>• When we do not give you a decision on time, we are required to forward your case to the Independent Review Organization. If we do not do that within the required deadline, you can make a complaint.</li> </ul>

**The formal name for “making a complaint” is “filing a grievance”**

**Legal Terms**

- What this section calls a “**complaint**” is also called a “**grievance**.”
- Another term for “**making a complaint**” is “**filing a grievance**.”

Another way to say “**using the process for complaints**” is “**using the process for filing a grievance**.”

**Step-by-step: Making a complaint**

**Step 1: Contact us promptly – either by phone or in writing.**

- **Usually, calling Member Services is the first step.** If there is anything else you need to do, Member Services will let you know. 1-800-539-4072. Hours of Operation: 8:00 a.m. to 8:00 p.m., seven days a week. TTY 711.
- **If you do not wish to call (or you called and were not satisfied), you can put your complaint in writing and send it to us.** If you put your complaint in writing, we will respond to your complaint in writing.
- If you ask for a written response, file a written complaint (grievance), or if your complaint is related to quality of care, we will respond to you in writing. **If we cannot resolve your complaint over the phone, we have a formal procedure to review your complaint. We call this the Grievance Procedure.** To make a complaint, or if you have questions about this procedure, please call Member Services at the phone number above. Or, you may mail or fax us a written request to the address or fax number listed under *Appeals for Medical Care or Complaints about Medical Care*, and *Appeals for Part D Prescription Drugs or Complaints about Part D Prescription Drugs* in the “Important phone numbers and resources” section of this booklet.
  - You need to file your complaint within 60 calendar days after the event. (We can give you more time for Part D prescription drug complaints if you have a good reason for missing the deadline.) You can submit your Grievance, formally, in writing or via fax at the address or fax number listed under *Appeals for Medical Care or Complaints about Medical Care*, and *Appeals for Part D Prescription Drugs or Complaints about Part D Prescription Drugs*, in the “Important phone numbers and resources” section of this booklet.
  - We must notify you of our decision about your complaint (grievance) as quickly as your case requires based on your health status, but no later than 30 calendar days after receiving your complaint. We may extend the time frame by up to 14 calendar days if you ask for the extension, or if we justify a need for additional information and the delay is in your best interest.



- In certain cases, you have the right to ask for a fast review of your complaint. This is called the Expedited Grievance Procedure. You are entitled to a fast review of your complaint if you disagree with our decision in the following situations:
  - We deny your request for a fast review of a request for medical care or Part D drugs.
  - We deny your request for a fast review of an appeal of denied services or Part D drugs.
  - We decide additional time is needed to review your request for medical care.
  - We decide additional time is needed to review your appeal of denied medical care.

You may submit this type of complaint by phone by calling Member Services at the number on the back cover of this booklet. You may also submit the complaint to us in writing or by fax at the address or fax number listed under *Appeals for Medical Care or Complaints about Medical Care*, and *Appeals for Part D Prescription Drugs or Complaints about Part D Prescription Drugs*, in the “Important phone numbers and resources” section of this booklet. Once we receive the expedited grievance (complaint), a Clinical Practitioner will review the case to determine the reasons for the denial of your request for a fast review or if the case extension was appropriate. We will notify you of the decision of the fast case orally and in writing within 24 hours of receiving your complaint.

- **Whether you call or write, you should contact Member Services right away.** The complaint must be made within 60 calendar days after you had the problem you want to complain about.
- **If you are making a complaint because we denied your request for a “fast coverage decision” or a “fast appeal,” we will automatically give you a “fast” complaint.** If you have a “fast” complaint, it means we will give you **an answer within 24 hours.**

Legal Terms
What this section calls a “fast complaint” is also called an “expedited grievance.”

**Step 2: We look into your complaint and give you our answer.**

- **If possible, we will answer you right away.** If you call us with a complaint, we may be able to give you an answer on the same phone call. If your health condition requires us to answer quickly, we will do that.
- **Most complaints are answered in 30 calendar days.** If we need more information and the delay is in your best interest or if you ask for more time, we can take up to 14 more

calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.

- **If we do not agree** with some or all of your complaint or don't take responsibility for the problem you are complaining about, we will let you know. Our response will include our reasons for this answer. We must respond whether we agree with the complaint or not.

### **You can also make complaints about quality of care to the Quality Improvement Organization**

You can make your complaint about the quality of care you received to us by using the step-by-step process outlined above.

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

- **You can make your complaint to the Quality Improvement Organization.** If you prefer, you can make your complaint about the quality of care you received directly to this organization (*without* making the complaint to us).
  - The Quality Improvement Organization is a group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients.
  - To find the name, address, and phone number of the Quality Improvement Organization for your state, look in the "Important phone numbers and resources" section of this booklet. If you make a complaint to this organization, we will work with them to resolve your complaint.
- **Or you can make your complaint to both at the same time.** If you wish, you can make your complaint about quality of care to us and also to the Quality Improvement Organization.

### **You can also tell Medicare about your complaint**

You can submit a complaint about our plan directly to Medicare. To submit a complaint to Medicare, go to <https://www.medicare.gov/MedicareComplaintForm/home.aspx>. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.

If you have any other feedback or concerns, or if you feel the plan is not addressing your issue, please call 1-800-MEDICARE (1-800-633-4227). TTY users can call 1-877-486-2048.

### **Appeals Procedures for your Employer-Sponsored Benefits**

There is a special type of **Appeal** that applies only to Employer-Sponsored Benefits. Employer-Sponsored Benefits are covered benefits that are beyond the basic Medicare-covered benefits or

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Part D Drug benefits. If you make this type of Appeal, you must follow the steps outlined below. They are different from the Appeal process that is set by the Medicare program.

**This portion of this section explains what you can do if you have problems getting Employer-Sponsored Benefits you believe we should provide.** The word “provide” includes such things as authorizing care, paying for it, or arranging for someone to provide it. There are 4 possible steps for requesting care or payment of Employer-Sponsored Benefits.

***STEP 1: The Initial Decision***

The starting point is when we make an Initial Decision about your care or about paying for care you have already received. When we make an Initial Decision, we are giving our interpretation of how the benefits and services that are covered for Members of Seniority Plus apply to your specific situation.

***STEP 2: Appealing the Initial Decision***

If you disagree with the decision we make in Step 1, you may ask us to reconsider our decision. This is called an “**Appeal.**” You can file the Appeal by calling Health Net Member Services Department at **1-800-539-4072** (TTY: **711**) 8:00 a.m. to 8:00 p.m., seven days a week or by sending information to:

**Medical Only**

Health Net  
Medicare Appeals & Grievances Department  
PO Box 10344  
Van Nuys, CA 91410-0344

**Pharmacy Only**

Health Net  
Medicare Appeals & Grievances Department  
PO Box 10450  
Van Nuys, CA 91410-0450

We will:

- Review your complaint and inform you of our decision in writing within 30 days from the receipt of the Appeal. For conditions where there is an immediate and serious threat to your health, including severe Pain, or the potential for loss of life, limb or major bodily function exists, we must notify you of the status of your grievance no later than three days from receipt of the grievance.
- Inform you if additional time is necessary to complete our investigation.

You must file your Appeal with Health Net within 365 calendar days after we notify you of the Initial Decision. Please include all information from your Health Net Identification Card and the details of the concern or problem. After reviewing your Appeal, we will decide whether to stay

with our original decision, or change this decision and give you some or all of the care or payment you want.

### ***STEP 3: Review of your request by an Independent Review Organization***

If you are not satisfied with the outcome of your Appeal in Step 2, you can request for an independent review organization to review your case. This organization will review your request and make a decision about whether we must give you the care or payment you want. You may call Health Net Member Services Department at **1-800-539-4072** (TTY: **711**) 8:00 a.m. to 8:00 p.m., seven days a week to request the independent review or by sending the request to:

#### **Medical Only**

##### **Health Net**

Medicare Appeals & Grievances Department

PO Box 10344

Van Nuys, CA 91410-0344

#### **Pharmacy Only**

##### **Health Net**

Medicare Appeals & Grievances Department

PO Box 10450

Van Nuys, CA 91410-0450

The review is conducted by an independent Physician reviewer with appropriate expertise in the area of medicine in question who has no connection to us. The independent review organization will provide its decision within 30 days after receiving the request for review and the supporting documents. If there is an immediate and serious threat to your health, an expedited review will be completed within 72 hours, or sooner if medically indicated.

We will accept the determination made by the independent review organization. You will not have to pay for this review. Your medical records and review materials are kept confidential. You may have access, upon request, to any relevant policy used to make this determination. You may also have access, upon request, to the independent reviewer's determination.

### ***STEP 4: Binding Arbitration***

If you continue to be dissatisfied after the independent review process in Step 3 has been completed, you may then initiate binding arbitration as described in the "Legal Notices" section of this *Evidence of Coverage*. Binding arbitration is generally the final process to resolve disputes concerning Employer-Sponsored Benefits.

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## ENDING YOUR MEMBERSHIP IN THE PLAN

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### Introduction

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

- You might leave our plan because you have decided that you *want* to leave.
  - There are only certain times during the year, or certain situations, when you may voluntarily end your membership in the plan. The “When can you end your membership in our plan?” portion of this section 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. The “How do you end your membership in our plan?” portion of this section 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. The “We must end your membership in the plan in certain situations” portion of this section 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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### 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 annual Medicare Advantage Disenrollment Period. In certain situations, you may also be eligible to leave the plan at other times of the year.

<b>You can end your membership during the Annual Enrollment Period</b>
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In general, there are only certain times during the year when you may voluntarily end your membership in our plan.

- Please contact your employer's or union's benefits administrator for information regarding other plan options and/or questions about your employer's or union's open enrollment season.
- From October 15 through December 7, during the Annual Coordinated Election Period (AEP), anyone with Medicare may switch from one way of getting Medicare to another for the following year. Your change will take effect on January 1.
- There may be other limited times during which you may make changes. For more information about these times and the options available to you, please refer to the “Medicare & You”

handbook you receive each fall. You may 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 or visit [www.medicare.gov](http://www.medicare.gov) to learn more about your options.

**You can end your membership during the annual Medicare Advantage Disenrollment Period, but your choices are more limited**

You have the opportunity to make *one* change to your health coverage during the **annual Medicare Advantage Disenrollment Period**.

- **When is the annual Medicare Advantage Disenrollment Period?** This happens every year from January 1 to February 14.
- **What type of plan can you switch to during the annual Medicare Advantage Disenrollment Period?** During this time, you can cancel your Medicare Advantage plan enrollment and switch to Original Medicare. If you choose to switch to Original Medicare, during this period you have until February 14 to join a separate Medicare prescription drug plan to add drug coverage.
- **When will your membership end?** Your membership will end on the first day of the month after we get your request to switch to Original Medicare. If you also choose to enroll in a Medicare prescription drug plan, your membership in the drug plan will begin the first day of the month after the drug plan gets your enrollment request.

**In certain situations, you can end your membership during a Special Enrollment Period**

In certain situations, members of our plan 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 (<https://www.medicare.gov>):
  - Usually, when you have moved.
  - If you have Medi-Cal (Medicaid).
  - If you are eligible for “Extra Help” with paying for your Medicare prescriptions.
  - If we violate our contract with you.
  - If you are getting care in an institution, such as a nursing home or long-term care (LTC) hospital.
  - If you enroll in the Program of All-inclusive Care for the Elderly (PACE).
- **When are Special Enrollment Periods?** The enrollment periods vary depending on your situation.
- **What can you do?** To find out if you are eligible for a Special Enrollment Period, please call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048. If you are eligible to end your membership because of a special

situation, you can choose to change both your Medicare health coverage and prescription drug coverage. This means you can choose any of the following types of plans:

- Another Medicare Advantage health plan. (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.)
- Original Medicare *with* a separate Medicare prescription drug plan.
- – *or* – Original Medicare *without* a separate Medicare prescription drug plan.
  - **If you receive “Extra Help” from Medicare to pay for your prescription drugs:** If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

**Note:** If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for a continuous period of 63 days or more, you may need to pay a Part D late enrollment penalty if you join a Medicare drug plan later. (“Creditable” coverage means the coverage is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage.) See the “Do you have to pay the Part D ‘late enrollment penalty?’” portion in the “Getting started as a member” section of this booklet for more information about the late enrollment penalty.

- **When will your membership end?** Your membership will usually end on the first day of the month after your request to change your plan is received.

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

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

- You can **call Member Services** (phone numbers are printed on the back cover of this booklet).
- You can find the information in the *Medicare & You 2018* handbook.
  - Everyone with Medicare receives a copy of *Medicare & You* each fall. Those new to Medicare receive it within a month after first signing up.
  - You can also download a copy from the Medicare website (<https://www.medicare.gov>). Or, you can order a printed copy by calling Medicare at the number below.
- You can contact **Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

### How do you end your membership in our plan?

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

Usually, to end your membership in our plan, you simply enroll in another Medicare plan during one of the enrollment periods (see the “When can you end your membership in our plan?” portion of this section for information about the enrollment periods). However, if you want to switch from our plan to

Original Medicare *without* a Medicare prescription drug plan, you must ask to be disenrolled from our plan.

There are two ways you can ask to be disenrolled:

- You can make a request in writing to us. Contact Member Services if you need more information on how to do this (phone numbers are printed on the back cover of this booklet).
- --or-- You can contact Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

**Note:** If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for a continuous period of 63 days or more, you may need to pay a Part D late enrollment penalty if you join a Medicare drug plan later. (“Creditable” coverage means the coverage is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage.) See the “Do you have to pay the Part D “late enrollment penalty”?” portion of the “Getting started with the plan” section of this booklet for more information about the late enrollment penalty.

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

If you would like to switch from our plan to:	This is what you should do:
<ul style="list-style-type: none"> <li>• Another Medicare health plan.</li> </ul>	<ul style="list-style-type: none"> <li>• Enroll in the new Medicare health plan.</li> </ul> <p>You will automatically be disenrolled from our plan 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 our plan when your new plan’s coverage begins.</p>
<ul style="list-style-type: none"> <li>• Original Medicare <i>without</i> a separate Medicare prescription drug plan.</li> <li>• <b>Note:</b> 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</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Send us a written request to disenroll</b> Contact Member Services if you need more information on how to do this (phone numbers are printed on the back cover of this booklet).</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> </ul>



**If you would like to switch from our plan to:**

**This is what you should do:**

if you join a Medicare drug plan later. See the “Do you have to pay the Part D ‘late enrollment penalty?’” portion in the “Getting started with the plan” section of this booklet for more information about the late enrollment penalty.

- You will be disenrolled from our plan when your coverage in Original Medicare begins.

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

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**Until your membership ends, you are still a member of our plan**

If you leave our plan, it may take time before your membership ends and your new Medicare coverage goes into effect. (See the “When can you end your membership in our plan?” portion of this section for information on when your new coverage begins.) During this time, you must continue to get your medical care and prescription drugs through our plan.

- **You should continue to use our network pharmacies to get your prescriptions filled until your membership in our plan ends.** Usually, your prescription drugs are only covered if they are filled at a network pharmacy, including through our mail order pharmacy services.
- **If you are hospitalized on the day that your membership ends, your hospital stay will usually be covered by our plan until you are discharged** (even if you are discharged after your new health coverage begins).

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**We must end your membership in the plan in certain situations**

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**When must we end your membership in the plan?**

**We must end your membership in the plan if any of the following happen:**

- If you no longer have Medicare Part A and Part B.
- If you move out of our service area

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- If you are away from our service area for more than six months.
    - If you move or take a long trip, you need to call Member Services to find out if the place you are moving or traveling to is in our plan's service area. (Phone numbers for Member Services are printed on the back cover of this booklet.)
  - If you become incarcerated (go to prison).
  - If you are not a United States citizen or lawfully present in the United States.
  - If you lie about or withhold information about other insurance you have that provides prescription drug coverage.
  - If you intentionally give us incorrect information when you are enrolling in our plan and that information affects your eligibility for our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
  - If you continuously behave in a way that is disruptive and makes it difficult for us to provide medical care for you and other members of our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
  - If you let someone else use your membership card to get medical care. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
    - If we end your membership for this reason, Medicare may have your case investigated by the Inspector General.
  - If you are required to pay the extra Part D amount because of your income and you do not pay it, Medicare will disenroll you from our plan and you will lose prescription drug coverage.

### **When Coverage Ends**

You must notify your employer's or union's benefits administrator of changes that will affect your eligibility. The employer or union benefits administrator will send the appropriate request to Health Net according to current procedures. Coverage ends on the last day of the month in which the eligible Member(s), cease to be eligible for coverage.

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## **Involuntarily ending your membership due to termination of the Group Policy**

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<b>All Group Members</b>
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All Members of a Group become ineligible for coverage under this Plan at the same time if the Group Hospital and Professional Service Agreement between the Group and Health Net ("Group Service Agreement") is terminated, including termination due to nonpayment of subscription charges by the Group.

When the Group Service Agreement between the Group and Health Net is terminated, or the Group determines that a Member is no longer eligible to participate in the Group plan, Health Net has the option to follow one of two procedures to disenroll Members from the current Health Net plan in which the Member is enrolled:

For both of the following options, Health Net must ensure that the Group agrees to the following:

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- The Group will provide Health Net with timely notice of termination of the Group Service Agreement or the ineligibility of a Member to participate in the Group sponsored plan. Such notice must be prospective, not retroactive.
  - The Group must provide a prospective notice to its Members alerting them of the termination event and of other insurance options that may be available to them through their employer or union.

Health Net will mail your employer a Prospective Notice of Cancellation 30 days before any cancellation of coverage. This Prospective Notice of Cancellation will provide information to the Group regarding the consequences of the Group's failure to pay the subscription charges due within 30 days of the date of mailing of the Prospective Notice of Cancellation.

If Health Net does not receive payment of the delinquent subscription charges from your employer within 30 days of the date of mailing of the Prospective Notice of Cancellation, Health Net will cancel the Group Service Agreement and mail the Subscriber and your employer a Notice Confirming Termination of Coverage, which will provide you and your employer with the following information: (1) that the Group Service Agreement has been canceled for non-payment of subscription charges; and (2) an explanation of your coverage options. The Group or Health Net will also provide you with written notice of disenrollment from the plan no less than 21 days prior to the effective date of the disenrollment.

If coverage through this plan ends for reasons other than non-payment of subscription charges, see the "Coverage Options Following Termination" section below for coverage options.

### **Subscriber and All Family Members**

The Subscriber and all his or her Family Members will become ineligible for coverage at the same time if the Subscriber loses eligibility for this plan.

### **Individual Members – Termination for Loss of Eligibility**

Individual Members become ineligible on the last day of the month from the date any of the following occurs:

- The Member no longer meets the eligibility requirements established by the Group and Health Net. This will include a child subject to a Medical Child Support Order, according to state or federal law, who becomes ineligible on the earlier of:
  1. The date established by the order.
  2. The date the order expired.
- The Member establishes primary residency outside the continental United States.
- The Member establishes primary residency outside the Health Net Service Area.

However, a child subject to a Medical Child Support Order, according to state or federal law, who moves out of the Health Net plan service area, does not cease to be eligible for this plan. But, while that child may continue to be enrolled, coverage of care received outside the Health

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Net Service Area will be limited to services provided in connection with Emergency Care or Urgently Needed Service.

Follow-Up Care, routine care and all other benefits of this plan are covered only when authorized by the contracting Physician Group (medical) or MHN Services (Mental Disorders and Chemical Dependency).

- The Subscriber's marriage or domestic partnership ends by divorce, annulment or some other form of dissolution. Eligibility for the Subscriber's enrolled spouse or Domestic Partner (now former spouse or Domestic Partner) and that spouse's or Domestic Partner's enrolled dependents, who were related to the Subscriber only because of the marriage or domestic partnership, will end.

### **Individual Members - Termination for Cause**

Health Net has the right to terminate your coverage from this plan under certain circumstances. The following are examples of circumstances that may result in a termination:

- **Disruptive or Threatening Behavior:** Your coverage may be terminated effective the first day of the calendar month after the month in which Health Net gives you written notice of the disenrollment, or as provided by the Centers for Medicare & Medicaid Services (CMS), if you threaten the safety of the health care provider, his or her office staff, the contracting Physician Group or Health Net if such behavior does not arise from a diagnosed illness or condition. In addition, your coverage may be terminated effective the first day of the calendar month after the month in which Health Net gives you written notice of the disenrollment, or as provided by the Centers for Medicare & Medicaid Services (CMS), if you repeatedly or materially disrupt the operations of the Physician Group or Health Net to the extent that your behavior substantially impairs Health Net's ability to furnish or arrange services for you or other Health Net Members, or substantially impairs the Physician's office or contracting Physician Group's ability to provide services to other patients.
- **Misrepresentation or Fraud:** Your coverage may be terminated effective the first day of the calendar month after the month in which Health Net gives you written notice, if you knowingly omit or misrepresent a meaningful fact on your enrollment form or fraudulently or deceptively use services or facilities of Health Net, its contracting Physician Groups or other contracting providers, (or knowingly allow another person to do so), including altering a prescription.

If coverage is terminated for any of the above reasons, you forfeit all rights to enroll in the COBRA plan or any plan that is owned or operated by Health Net's parent company or its subsidiaries and lose the right to re-enroll in Health Net in the future.

Health Net will conduct a fair investigation of the facts before any termination for any of the above reasons is carried out.

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Your health status or requirements for health care services will not determine eligibility for coverage. If you believe that coverage was terminated because of health status or the need for health services, you may request a review of the termination by the Director of the California Department of Managed Health Care.

### **Coverage Options Following Termination**

If coverage through this Plan ends as a result of the Group's non-payment of subscription charges, see the "All Group Members" portion of this section for coverage options following termination. If coverage through this Plan ends for reasons other than the Group's non-payment of subscription charges, the terminated Member may be eligible for additional coverage.

### **COBRA Continuation Coverage**

Many groups are required to offer continuation coverage by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). For most Groups with 20 or more employees, COBRA applies to employees and their eligible dependents, even if they live outside California. Please check with your employer/union benefits administrator to determine if you and your covered dependents are eligible.

### **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 **Member Services** for more information (phone numbers are printed on the back cover of this booklet).

**We cannot ask you to leave our plan for any reason related to your health**

### **What should you do if this happens?**

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

**You have the right to make a complaint if we end your membership in our plan**

If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership. You can also look in the "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)" section of this booklet for information about how to make a complaint.

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## LEGAL NOTICES

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### 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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### Notice about non-discrimination

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We don't discriminate based on race, ethnicity, national origin, color, religion, sex, gender, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location. All organizations that provide Medicare Advantage plans, like our plan, must obey Federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, and all other laws that apply to organizations that get Federal funding, and any other laws and rules that apply for any other reason.

Health Net complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Health Net does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Health Net:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and written information in other formats (large print, accessible electronic formats, other formats).
- Provides free language services to people whose primary language is not English, such as qualified interpreters and information written in other languages.

If you need these services, contact Health Net's Customer Contact Center at 1-800-539-4072 (TTY: 711). From October 1 to February 14, you can call us 7 days a week from 8 a.m. to 8 p.m. From February 15 to September 30, you can call us Monday through Friday from 8 a.m. to 8 p.m. A messaging system is used after hours, weekends, and on federal holidays.

If you believe that Health Net has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by calling the number above and telling them you need help filing a grievance; Health Net's Customer Contact Center is available to help you.

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You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW, Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019 (TDD: 1-800-537-7697).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

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## **Notice about Medicare Secondary Payer subrogation rights**

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We have the right and responsibility to collect for covered Medicare services for which Medicare is not the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, our plan, as a Medicare Advantage Organization, will exercise the same rights of recovery that the Secretary exercises under CMS regulations in subparts B through D of part 411 of 42 CFR and the rules established in this section supersede any State laws.

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## **Recovery of benefits paid by Health Net under your Health Net Seniority Plus (Employer HMO) plan**

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### **When you are injured**

If you are ever injured through the actions of another person, or yourself (responsible party), our plan will provide benefits for all covered services that you receive through this Plan. However, if you receive money or are entitled to receive money because of your injuries, whether through a settlement, judgment or any other payment associated with your injuries, our plan and/or the medical providers retain the right to recover the value of any services provided to you through this Plan.

As used throughout this provision, the term responsible party means any party actually or potentially responsible for making any payment to a Member due to a Member's injury, illness or condition. The term responsible party includes the liability insurer of such party or any insurance coverage.

Some examples of how you could be injured through the actions of a responsible party are:

- You are in a car accident; or
- You slip and fall in a store.

Our plan's right of recovery applies to any and all recoveries received by you or made to you by a third party, or made on your behalf from the following sources, including but not limited to:

- Payments made by a third party or any insurance company on behalf of a third party;
- Uninsured or underinsured motorist coverage;
- Personal injury protection, no fault or any other first party coverage;
- Workers Compensation or Disability award or settlement;



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- Medical payments coverage under any automobile policy, premises or homeowners' insurance coverage, umbrella coverage;
  - Any settlement received arising out of legal action or a lawsuit;
  - Any judgment received arising out of legal action or a lawsuit;
  - Medical expenses incurred as a result of medical malpractice; and
  - Any other payments from any other source received as compensation for the responsible party's actions or omissions.

By accepting benefits under this Plan, you acknowledge that our plan has a first priority right of subrogation and reimbursement that attaches when this Plan has paid for health care benefits for expenses incurred due to the actions or omissions of a responsible party and you or your representative recovers or is entitled to recover any amounts from a responsible party.

By accepting benefits under this Plan, you also (i) grant our plan an assignment of your right to recover medical expenses from any coverage available to the extent of the full cost of all covered services provided by the plan and (ii) you agree to specifically direct such third parties or insurance carriers to directly reimburse the plan on your behalf.

By accepting benefits under this Plan, you also grant our plan a first priority lien on any recovery, settlement or judgment, or other source of compensation and all reimbursement due our plan for the full cost of benefits paid under the plan that are associated with injuries, illnesses or conditions due to a responsible party regardless of whether specifically identified as a recovery for medical expenses and regardless of whether you are made whole or fully compensated for your loss. Our plan may recover the full cost of all benefits provided by this Plan without regard to any claim of fault on the part of the Member, whether by comparative negligence or otherwise. No attorney fees may be deducted from our plan's recovery, and our plan is not required to pay or contribute to paying court costs or attorneys' fees for the attorney hired by you to pursue the claim or lawsuit against any responsible party.

### **Steps you must take**

If you are injured because of a responsible party, you must cooperate with our plan's and/or the medical providers' efforts to recover its expenses, including:

- Telling our plan or the medical providers the name and address of the responsible party, and/or his or her lawyer, if you know it, the name and address of your lawyer, if you are using a lawyer, the name and address of any insurance company involved with your injuries or claim, including a descriptions of how the injuries were caused.
- Completing any paperwork that our plan or the medical providers may reasonably require to assist in enforcing the lien or right to recovery.
- Promptly responding to inquiries from our plan about the status of the case or claim and any settlement discussions.
- Notifying our plan immediately upon you or your lawyer receiving any money from the responsible party, any insurance companies, or any other source.
- Pay the health care lien or Plan recovery amount from any recovery, settlement or judgment, or other source of compensation, including payment of all reimbursement due to our plan for the



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full cost of benefits paid under the Plan that are associated with injuries, illnesses or conditions due to a responsible party regardless of whether specifically identified as recovery for medical expenses and regardless of whether you are made whole or fully compensated for your loss;

- Do nothing to prejudice our plan's rights as set forth above. This includes, but is not limited to, refraining from any attempts to reduce or exclude from settlement or recovery the full cost of all benefits paid by the Plan or any attempts to deny our plan its first priority right of recovery; and
- Hold any money that you or your lawyer receive from the responsible party(s), or from any other source, in trust, and reimbursing our plan and the medical providers for the amount of the recovery due to the Plan as soon as you are paid and prior to payment of any other potential lien holders or third parties claiming a right to recover.

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## Membership card

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A membership card issued by our plan under this *Evidence of Coverage* is for identification purposes only. Possession of a membership card does not confer any right to services or other benefits under this *Evidence of Coverage*. To be entitled to services or benefits under this *Evidence of Coverage*, the holder of the card must be eligible for coverage and be a member under this *Evidence of Coverage*. Any person receiving services to which he or she is not then entitled under this *Evidence of Coverage* will be responsible for payment for those services. A Member must present the plan's membership card, not their Medicare card, at the time of service. Please call Member Services at the number printed on the back cover of this booklet if you need your membership card replaced.

Note: Any member knowingly permitting abuse or misuse of the membership card may be disenrolled for cause. Our plan is required to report a disenrollment that results from membership card abuse or misuse to the Office of the Inspector General, which may result in criminal prosecution.

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## Independent contractors

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The relationship between our plan and each participating provider is an independent contractor relationship. Participating providers are not employees or agents of our plan and neither our plan, nor any employee of our plan, is an employee or agent of a participating provider. In no case will our plan be liable for the negligence, wrongful act, or omission of any participating or other health care provider. Participating physicians, and not our plan, maintain the physician-patient relationship with the member. Our plan is not a provider of health care.

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## Health care plan fraud

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**Health care plan fraud is defined as a deception or misrepresentation by a provider, member, employer or any person acting on their behalf. It is a felony that can be prosecuted. Any person who willfully and knowingly engages in an activity intended to defraud the health care plan by filing a claim that contains a false or deceptive statement is guilty of insurance fraud.**

If you are concerned about any of the charges that appear on a bill or Part D Explanation of Benefits form, or if you know of or suspect any illegal activity, call our plan's toll-free Fraud Hotline at

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1-800-977-3565. The Fraud Hotline operates 24 hours a day, seven days a week. All calls are strictly confidential.

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## **Circumstances beyond our plan's control**

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To the extent that a natural disaster, war, riot, civil insurrection, epidemic, complete or partial destruction of facilities, atomic explosion or other release of nuclear energy, disability of significant medical group personnel, or other similar events not within the control of our plan, results in our plans facilities or personnel not being available to provide or arrange for services or benefits under this *Evidence of Coverage*, the plan's obligation to provide such services or benefits shall be limited to the requirement that our plan make a good faith effort to provide or arrange for the provision of such services or benefits within the current capabilities of its facilities or personnel.

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## **Notice of privacy practices**

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### **Notice of Privacy Practices**

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

**Effective 08.14.2017**

This Notice tells you about the ways in which Health Net\*\* (referred to as “we” or “the Plan”) may collect, use and disclose your protected health information and your rights concerning your protected health information. “Protected health information” is information about you, including demographic information, that can reasonably be used to identify you and that relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

### **Covered Entities Duties:**

Health Net is a Covered Entity as defined and regulated under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health Net is required by law to maintain the privacy of your protected health information (PHI), provide you with this Notice of our legal duties and privacy practices related to your PHI, abide by the terms of the Notice that is currently in affect and notify you in the event of a breach of your unsecured PHI.

This Notice describes how we may use and disclose your PHI. It also describes your rights to access, amend and manage your PHI and how to exercise those rights. All other uses and disclosures of your PHI not described in this Notice will be made only with your written authorization.

Health Net reserves the right to change this Notice. We reserve the right to make the revised or changed Notice effective for your PHI we already have as well as any of your PHI we receive in the future. Health Net will promptly revise and distribute this Notice whenever there is a material change to the uses or disclosures, your rights, our legal duties, or other privacy practices stated in the notice. We will make any revised Notices available on the Health Net website.

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**Internal Protections of Oral, Written and Electronic PHI:**

Health Net protects your PHI. We have privacy and security processes to help. These are some of the ways we protect your PHI.

- We train our staff to follow our privacy and security processes.
- We require our business associates to follow privacy and security processes.
- We keep our offices secure.
- We talk about your PHI only for a business reason with people who need to know.
- We keep your PHI secure when we send it or store it electronically.
- We use technology to keep the wrong people from accessing your PHI.

**Permissible Uses and Disclosures of Your PHI:**

The following is a list of how we may use or disclose your PHI without your permission or authorization:

- ***Treatment*** - We may use or disclose your PHI to a physician or other health care provider providing treatment to you, to coordinate your treatment among providers, or to assist us in making prior authorization decisions related to your benefits.
- ***Payment*** - We may use and disclose your PHI to make benefit payments for the health care services provided to you. We may disclose your PHI to another health plan, to a health care provider, or other entity subject to the federal Privacy Rules for their payment purposes. Payment activities may include processing claims, determining eligibility or coverage for claims, issuing premium billings, reviewing services for medical necessity, and performing utilization review of claims.
- ***HealthCare Operations*** - We may use and disclose your PHI in the performance of our health care operations. These activities may include providing customer services, responding to complaints and appeals, providing case management and care coordination, conducting medical review of claims and other quality assessment and improvement activities. We may also in our health care operations disclose PHI to business associates with whom we have written agreements containing terms to protect the privacy of your PHI. We may disclose your PHI to another entity that is subject to the federal Privacy Rules and that has a relationship with you for its health care operations relating to quality assessment and improvement activities, reviewing the competence or qualifications of health care professionals, case management and care coordination, or detecting or preventing healthcare fraud and abuse.
- ***Group Health Plan/Plan Sponsor Disclosures*** – We may disclose your protected health information to a sponsor of the group health plan, such as an employer or other entity that is providing a health care program to you, if the sponsor has agreed to certain restrictions on how it will use or disclose the protected health information (such as agreeing not to use the protected health information for employment-related actions or decisions).

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**Other Permitted or Required Disclosures of Your PHI:**

- ***Fundraising Activities*** – We may use or disclose your PHI for fundraising activities, such as raising money for a charitable foundation or similar entity to help finance their activities. If we do contact you for fundraising activities, we will give you the opportunity to opt-out, or stop, receiving such communications in the future.
- ***Underwriting Purposes*** – We may use or disclosure your PHI for underwriting purposes, such as to make a determination about a coverage application or request. If we do use or disclose your PHI for underwriting purposes, we are prohibited from using or disclosing your PHI that is genetic information in the underwriting process.
- ***Appointment Reminders/Treatment Alternatives*** - We may use and disclose your PHI to remind you of an appointment for treatment and medical care with us or to provide you with information regarding treatment alternatives or other health-related benefits and services, such as information on how to stop smoking or lose weight.
- ***As Required by Law*** - If federal, state, and/or local law requires a use or disclosure of your PHI, we may use or disclose your PHI information to the extent that the use or disclosure complies with such law and is limited to the requirements of such law. If two or more laws or regulations governing the same use or disclosure conflict, we will comply with the more restrictive laws or regulations.
- ***Public Health Activities*** - We may disclose your PHI to a public health authority for the purpose of preventing or controlling disease, injury, or disability. We may disclose your PHI to the Food and Drug Administration (FDA) to ensure the quality, safety or effectiveness products or services under the jurisdiction of the FDA.
- ***Victims of Abuse and Neglect*** - We may disclose your PHI to a local, state, or federal government authority, including social services or a protective services agency authorized by law authorized by law to receive such reports if we have a reasonable belief of abuse, neglect or domestic violence.
- ***Judicial and Administrative Proceedings*** - We may disclose your PHI in judicial and administrative proceedings, as well as in response to an order of a court, administrative tribunal, or in response to a subpoena, summons, warrant, discovery request, or similar legal request.
- ***Law Enforcement*** - We may disclose your relevant PHI to law enforcement when required to do so, such as in response to a court order, court-ordered warrant, subpoena or summons issued by a judicial officer, or a grand jury subpoena. We may also disclose your relevant PHI for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person.
- ***Coroners, Medical Examiners and Funeral Directors*** - We may disclose your PHI to a coroner or medical examiner. This may be necessary, for example, to determine a cause of death. We may also disclose your PHI to funeral directors, as necessary, to carry out their duties.

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- ***Organ, Eye and Tissue Donation*** - We may disclose your PHI to organ procurement organizations or entities engaged in the procurement, banking or transplantation of cadaveric organs, eyes or tissues.
  - ***Threats to Health and Safety*** - We may use or disclose your PHI if we believe, in good faith, that the use or disclosure is necessary to prevent or lessen a serious or imminent threat to the health or safety of a person or the public.
  - ***Specialized Government Functions*** - If you are a member of U.S. Armed Forces, we may disclose your PHI as required by military command authorities. We may also disclose your PHI to authorized federal officials for national security and intelligence activities, the Department of State for medical suitability determinations and for protective services of the President or other authorized persons.
  - ***Workers' Compensation*** - We may disclose your PHI to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.
  - ***Emergency Situations*** – We may disclose your PHI in an emergency situation, or if you are incapacitated or not present, to a family member, close personal friend, authorized disaster relief agency, or any other person previous identified by you. We will use professional judgment and experience to determine if the disclosure is in your best interests. If the disclosure is in your best interest, we will only disclose the PHI that is directly relevant to the person's involvement in your care.
  - ***Inmates*** - If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release your PHI to the correctional institution or law enforcement official, where such information is necessary for the institution to provide you with health care; to protect your health or safety; or the health or safety of others; or for the safety and security of the correctional institution.
  - ***Research*** - Under certain circumstances, we may disclose your PHI to researchers when their clinical research study has been approved and where certain safeguards are in place to ensure the privacy and protection of your PHI.

### **Uses and Disclosures of Your PHI That Require Your Written Authorization**

We are required to obtain your written authorization to use or disclose your PHI, with limited exceptions, for the following reasons:

***Sale of PHI*** – We will request your written authorization before we make any disclosure that is deemed a sale of your PHI, meaning that we are receiving compensation for disclosing the PHI in this manner.

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**Marketing** – We will request your written authorization to use or disclose your PHI for marketing purposed with limited exceptions, such as when we have face-to-face marketing communications with you or when we provide promotional gifts of nominal value.

**Psychotherapy Notes** – We will request your written authorization to use or disclose any of your psychotherapy notes that we may have on file with limited exception, such as for certain treatment, payment or healthcare operation functions.

### **Individuals Rights**

The following are your rights concerning your PHI. If you would like to use any of the following rights, please contact us using the information at the end of this Notice.

- **Right to Revoke an Authorization** - You may revoke your authorization at any time, the revocation of your authorization must be in writing. The revocation will be effective immediately, except to the extent that we have already taken actions in reliance of the authorization and before we received your written revocation.
- **Right to Request Restrictions** - You have the right to request restrictions on the use and disclosure of your PHI for treatment, payment or healthcare operations, as well as disclosures to persons involved in your care or payment of your care, such as family members or close friends. Your request should state the restrictions you are requesting and state to whom the restriction applies. We are not required to agree to this request. If we agree, we will comply with your restriction request unless the information is needed to provide you with emergency treatment. However, we will restrict the use or disclosure of PHI for payment or health care operations to a health plan when you have paid for the service or item out of pocket in full.
- **Right to Request Confidential Communications** - You have the right to request that we communicate with you about your PHI by alternative means or to alternative locations. This right only applies if the information could endanger you if it is not communicated by the alternative means or to the alternative location you want. You do not have to explain the reason is for your request, but you must state that the information could endanger you if the communication means or location is not changed. We must accommodate your request if it is reasonable and specifies the alternative means or location where you PHI should be delivered.
- **Right to Access and Received Copy of your PHI** - You have the right, with limited exceptions, to look at or get copies of your PHI contained in a designated record set. You may request that we provide copies in a format other than photocopies. We will use the format you request unless we cannot practicably do so. You must make a request in writing to obtain access to your PHI. If we deny your request, we will provide you a written explanation and will tell you if the reasons for the denial can be reviewed and how to ask for such a review or if the denial cannot be reviewed.
- **Right to Amend your PHI** - You have the right to request that we amend, or change, your PHI if you believe it contains incorrect information. Your request must be in writing, and it must explain why the information should be amended. We may deny your request for certain reasons, for example if we did not create the information you want amended and the creator of the PHI is able



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to perform the amendment. If we deny your request, we will provide you a written explanation. You may respond with a statement that you disagree with our decision and we will attach your statement to the PHI you request that we amend. If we accept your request to amend the information, we will make reasonable efforts to inform others, including people you name, of the amendment and to include the changes in any future disclosures of that information.

- ***Right to Receive an Accounting of Disclosures*** - You have the right to receive a list of instances within the last 6 years period in which we or our business associates disclosed your PHI. This does not apply to disclosure for purposes of treatment, payment, health care operations, or disclosures you authorized and certain other activities. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests. We will provide you with more information on our fees at the time of your request.
- ***Right to Receive a Copy of this Notice*** - You may request a copy of our Notice at any time by using the contact information list at the end of the Notice. If you receive this Notice on our web site or by electronic mail (e-mail), you are also entitled to request a paper copy of the Notice.
- ***Right to File a Complaint*** - If you feel your privacy rights have been violated or that we have violated our own privacy practices, you can file a complaint with us in writing or by phone using the contact information at the end of this Notice. For Medi-Cal member complaints, members may also contact the California Department of Health Care Services listed in the next section.

You can also file a complaint with the Secretary of the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Room 509F HHH Bldg., Washington, D.C. 20201 or calling 1-800-368-1019, (TTY: 1-800-537-7697) or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).

**WE WILL NOT TAKE ANY ACTION AGAINST YOU FOR FILING A COMPLAINT.**

### **Contact Information**

If you have any questions about this Notice, our privacy practices related to your PHI or how to exercise your rights you can contact us in writing or by phone using the contact information listed below.

**Health Net Privacy Office**  
Attn: Privacy Official  
P.O. Box 9103  
Van Nuys, CA 91409

**Telephone: 1-800-522-0088**  
Fax: 1-818-676-8314  
Email: [Privacy@healthnet.com](mailto:Privacy@healthnet.com)

For Medi-Cal members only, if you believe that we have not protected your privacy and wish to complain, you may file a complaint by calling or writing:

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Privacy Officer  
c/o Office of Legal Services  
California Department of Health Care Services  
1501 Capitol Avenue, MS 0010  
P.O. Box 997413  
Sacramento, CA 95899-7413  
Phone: 1-916-445-4646 or 1-866-866-0602 (TTY:TDD: 1-877-735-2929)  
E-mail: [Privacyofficer@dhcs.ca.gov](mailto:Privacyofficer@dhcs.ca.gov)

## **FINANCIAL INFORMATION PRIVACY NOTICE**

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

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

**Information We Collect:** We collect personal financial information about you from the following sources:

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

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

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

**Confidentiality and Security:** We maintain physical, electronic and procedural safeguards, in accordance with applicable state and federal standards, to protect your personal financial



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information against risks such as loss, destruction or misuse. These measures include computer safeguards, secured files and buildings, and restrictions on who may access your personal financial information.

### Questions about this Notice:

If you have any questions about this notice:

Please **call the toll-free phone number on the back of your ID card** or contact Health Net at 1-800-522-0088.

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## Binding Arbitration

This binding arbitration provision does not apply to disputes that are subject to the Medicare appeals process as described in the “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section.

Sometimes disputes or disagreements may arise between you (including your enrolled Family Members, heirs or personal representatives) and Health Net regarding the construction, interpretation, performance or breach of this *Evidence of Coverage* or regarding other matters relating to or arising out of your Health Net membership. Typically such disputes are handled and resolved through the Health Net Grievance, Appeal and Independent Medical Review process described above. However, in the event that a dispute is not resolved in that process, Health Net uses binding arbitration as the final method for resolving all such disputes, whether stated in tort, contract or otherwise, and whether or not other parties such as employer groups, health care providers, or their agents or employees, are also involved. In addition, disputes with Health Net involving alleged professional liability or medical malpractice (that is, whether any medical services rendered were unnecessary or unauthorized or were improperly, negligently or incompetently rendered) also must be submitted to binding arbitration.

As a condition to becoming a Health Net Member, you agree to submit all disputes you may have with Health Net, except those described below, to final and binding arbitration. Likewise, Health Net agrees to arbitrate all such disputes. This mutual agreement to arbitrate disputes means that both you and Health Net are bound to use binding arbitration as the final means of resolving disputes that may arise between the parties, and thereby the parties agree to forego the constitutional right to a jury trial on such disputes. However, no remedies that otherwise would be available to either party in a court of law will be forfeited by virtue of this agreement to use and be bound by Health Net’s binding arbitration process. This agreement to arbitrate shall be enforced even if a party to the arbitration is also involved in another action or proceeding with a third party arising out of the same matter.

Health Net’s binding arbitration process is conducted by mutually acceptable arbitrator(s) selected by the parties. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern arbitrations under this process. In the event that the total amount of damages claimed is \$200,000 or less, the parties shall, within 30 days of submission of the demand for Arbitration to Health Net, appoint a mutually acceptable single neutral arbitrator who shall hear and decide the case and who will not have jurisdiction to award more than \$200,000. In the event that the total amount of damages is over \$200,000, the parties shall, within 30 days of submission of the demand for Arbitration to Health Net, appoint a mutually acceptable panel of three neutral arbitrators (unless the parties mutually agree to one arbitrator), who shall hear and decide the case.

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If the parties fail to reach an agreement during this time frame, then either party may apply to a Court of Competent Jurisdiction for appointment of the arbitrator(s) to hear and decide the matter.

Arbitration can be initiated by submitting a demand for Arbitration to Health Net at the address provided below. The demand must have a clear statement of the facts, the relief sought and a dollar amount.

Health Net of California  
Attention: Litigation Administrator  
PO Box 4504  
Woodland Hills, CA 91365-4505

The arbitrator is required to follow applicable state and federal laws. The arbitrator may interpret this *Evidence of Coverage*, but will not have any power to change, modify or refuse to enforce any of its terms, nor will the arbitrator have the authority to make any award that would not be available in a court of law. At the conclusion of the arbitration, the arbitrator will issue a written opinion and award setting forth findings of fact and conclusions of law and the reasons for the award. The award will be final and binding on all parties except to the extent that applicable state or federal law provide for judicial review of arbitration proceedings.

The parties will share equally the arbitrator's fees and expenses of administration involved in the arbitration. Each party also will be responsible for their own attorneys' fees. In cases of extreme hardship to a Member, Health Net may assume all or a portion of a Member's share of the fees and expenses of the Arbitration. Upon written notice by the Member requesting a hardship application, Health Net will forward the request to an independent professional dispute resolution organization for a determination. Such request for hardship should be submitted to the Litigation Administrator at the address provided above.

Effective July 1, 2002, Members who are enrolled in an employer's plan that is subject to ERISA, 29 U.S.C. § 1001 et seq., a federal law regulating benefit plans, are not required to submit disputes about certain "adverse benefit determinations" made by Health Net to mandatory binding arbitration. Under ERISA, an "adverse benefit determination" means a decision by Health Net to deny, reduce, terminate or not pay for all or a part of a benefit. However, you and Health Net may voluntarily agree to arbitrate disputes about these "adverse benefit determinations" at the time the dispute arises.

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## DEFINITIONS OF IMPORTANT WORDS

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

**Annual Enrollment Period** – A set time each fall when members can change their health or drug plans or switch to Original Medicare. The Annual Enrollment Period is from October 15 until December 7.

**Appeal** – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs you already received. You may also make an appeal if you disagree with our decision to stop services that you are receiving. For example, you may ask for an appeal if we don't pay for a drug, item, or service you think you should be able to receive. The "What to do if you have a problem or complaint (coverage decisions, appeals, complaints)" section in this booklet explains appeals, including the process involved in making an appeal.

**Balance Billing** – When a provider (such as a doctor or hospital) bills a patient more than the plan's allowed cost-sharing amount for services. As a member of our plan you only have to pay the plan's cost-sharing amounts when you get services covered by our plan. We do not allow providers to "balance bill" or otherwise charge you more than the amount of cost-sharing your plan says you must pay.

**Benefit Period** – The way that both our plan and Original Medicare measures your use of hospital and skilled nursing facility (SNF) services. A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.

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

**Catastrophic Coverage Stage** – The stage in the Part D Drug Benefit where you pay a low copayment or coinsurance for your drugs after you or other qualified parties on your behalf have spent \$5,000 in covered drugs during the covered year.

**Centers for Medicare & Medicaid Services (CMS)** – The Federal agency that administers Medicare. See the "Important phone numbers and resources" section of this booklet as it explains how to contact CMS.

**Coinsurance** – An amount you may be required to pay as your share of the cost for services or prescription drugs after you pay any deductibles (if applicable to your plan). Coinsurance is usually a percentage (for example, 20%).

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**Complaint** - The formal name for “making a complaint” is “filing a grievance.” The complaint process is used for certain types of problems *only*. This includes problems related to quality of care, waiting times, and the customer service you receive. See also “Grievance,” in this list of definitions.

**Comprehensive Outpatient Rehabilitation Facility (CORF)** – A facility that mainly provides rehabilitation services after an illness or injury, and provides a variety of services, including physical therapy, social or psychological services, respiratory therapy, occupational therapy and speech-language pathology services, and home environment evaluation services.

**Copayment** (or “copay”) – An amount you may be required to pay as your share of the cost for a medical service or supply, like a doctor’s visit, hospital outpatient visit, or a prescription drug. A copayment is a set amount, rather than a percentage. For example, you might pay \$10 or \$20 for a doctor’s visit or prescription drug.

**Cost-sharing** – Cost-sharing refers to amounts that a member has to pay when services or drugs are received. (This is in addition to any applicable plan monthly premium.) Cost-sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services or drugs are covered; (2) any fixed “copayment” amount that a plan requires when a specific service or drug is received; or (3) any “coinsurance” amount, a percentage of the total amount paid for a service or drug, that a plan requires when a specific service or drug is received. A “daily cost-sharing rate” may apply when your doctor prescribes less than a full month’s supply of certain drugs for you and you are required to pay a copayment.

**Cost-Sharing Tier** – Every drug on the list of covered drugs is in one of the different cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug.

**Coverage Determination** – A decision about whether a Part D drug prescribed for you is covered by the plan and the amount, if any, you are required to pay for the prescription. In general, if you bring your prescription to a pharmacy and the pharmacy tells you the prescription isn’t covered under your plan, that isn’t a coverage determination. You need to call or write to your plan to ask for a formal decision about the coverage. Coverage determinations are called “coverage decisions” in this booklet. The “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section of this booklet explains how to ask us for a coverage decision.

**Covered Drugs** – The term we use to mean all of the prescription drugs covered by our plan.

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

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

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**Custodial Care** – Custodial care is personal care provided in a nursing home, hospice, or other facility setting when you do not need skilled medical care or skilled nursing care. Custodial care is personal care that can be provided by people who don't have professional skills or training, such as help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving around, and using the bathroom. It may also include the kind of health-related care that most people do themselves, like using eye drops. Medicare doesn't pay for custodial care.

**Daily cost-sharing rate** – A “daily cost-sharing rate” may apply when your doctor prescribes less than a full month's supply of certain drugs for you and you are required to pay a copayment. A daily cost-sharing rate is the copayment divided by the number of days in a month's supply. Here is an example: If your copayment for a one-month supply of a drug is \$30, and a one-month's supply in your plan is 30 days, then your “daily cost-sharing rate” is \$1 per day. This means you pay \$1 for each day's supply when you fill your prescription.

**Deductible** – The amount you must pay (if applicable) for health care or prescriptions before our plan begins to pay.

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

**Dispensing Fee** – A fee charged each time a covered drug is dispensed to pay for the cost of filling a prescription. The dispensing fee covers costs such as the pharmacist's time to prepare and package the prescription.

**Durable Medical Equipment (DME)** – Certain medical equipment that is ordered by your doctor for medical reasons. Examples include walkers, wheelchairs, crutches, powered mattress systems, diabetic supplies, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, or hospital beds ordered by a provider for use in the home.

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

**Emergency Care** – Covered services that are: 1) rendered by a provider qualified to furnish emergency services; and 2) needed to treat, evaluate, or stabilize an emergency medical condition.

**Evidence of Coverage (EOC) and Disclosure Information** – This document, along with your enrollment form and any other attachments, riders, or other optional coverage selected, which explains your coverage, what we must do, your rights, and what you have to do as a member of our plan.

**Exception** – A type of coverage determination that, if approved, allows you to get a drug that is not on your plan sponsor's formulary (a formulary exception), or get a Tier 3 (Non-Preferred Drugs) or Tier 4 (Injectable Drugs) drug at the lower cost-sharing level (a tiering exception). You may also request an exception if your plan sponsor requires you to try another drug before receiving the drug you are

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requesting, or the plan limits the quantity or dosage of the drug you are requesting (a formulary exception).

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

**Generic Drug** – A prescription drug that is approved by the Food and Drug Administration (FDA) as having the same active ingredient(s) as the brand name drug. Generally, a “generic drug” works the same as a brand name drug and usually costs less. Generic drugs are generally not available until after the patent on the brand name drug has expired.

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

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

**Hospice** – A member who has 6 months or less to live has the right to elect hospice. We, your plan, must provide you with a list of hospices in your geographic area. If you elect hospice and continue to pay premiums you are still a member of our plan. You can still obtain all medically necessary services as well as the supplemental benefits we offer. The hospice will provide special treatment for your state.

**Hospital Inpatient Stay** – A hospital stay when you have been formally admitted to the hospital for skilled medical services. Even if you stay in the hospital overnight, you might still be considered an “outpatient.”

**Initial Coverage Limit** – The maximum limit of coverage under the Initial Coverage Stage.

**Income Related Monthly Adjustment Amount (IRMAA)** – If your income is above a certain limit, you will pay an income-related monthly adjustment amount in addition to your plan premium. For example, individuals with income greater than \$85,000 and married couples with income greater than \$170,000 must pay a higher Medicare Part B (medical insurance) and Medicare prescription drug coverage premium amount. This additional amount is called the income-related monthly adjustment amount. Less than 5% of people with Medicare are affected, so most people will not pay a higher premium.

**Initial Coverage Stage** – This is the stage before your total drug costs including amounts you have paid and what your plan has paid on your behalf for the year have reached \$3,750.

**Initial Enrollment Period** – When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. For example, if you’re eligible for Medicare when you turn 65, your Initial Enrollment Period is the 7-month period that begins 3 months before the month you turn 65, includes the month you turn 65, and ends 3 months after the month you turn 65.



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**Late Enrollment Penalty** – An amount added to your monthly premium for Medicare drug coverage if you go without creditable coverage (coverage that is expected to pay, on average, at least as much as standard Medicare prescription drug coverage) for a continuous period of 63 days or more. You pay this higher amount as long as you have a Medicare drug plan. There are some exceptions. For example, if you receive “Extra Help” from Medicare to pay your prescription drug plan costs, you will not pay a late enrollment penalty.

**List of Covered Drugs (Formulary or “Drug List”)** – A list of prescription drugs covered by the plan. The drugs on this list are selected by the plan with the help of doctors and pharmacists. The list includes both brand name and generic drugs.

**Low Income Subsidy (LIS)** – See “Extra Help”.

**Maximum Out-of-Pocket Amount** – The most that you pay out-of-pocket during the plan year for in network covered medical services. Amounts you pay for any plan premiums, Medicare Part A and Part B premiums, and prescription drugs do not count toward the maximum out-of-pocket amount. See the “Medical Benefits Chart (what is covered and what you pay)” section for information about your maximum out-of-pocket amount.

**Medicaid (or Medical Assistance)** – A joint Federal and State program that helps with medical costs for some people with low incomes and limited resources. Medicaid programs vary from state to state, but most health care costs are covered if you qualify for both Medicare and Medicaid. See the “Important phone numbers and resources” section in this booklet for information about how to contact Medicaid in your state.

**Medical Group** - A group of two or more physicians and non-physician practitioners legally organized in a partnership, professional corporation, foundation, not-for-profit corporation, faculty practice plan, or similar association in which each physician who is a member of the group provides substantially the full range of services which the physician routinely provides (including medical care, consultation, diagnosis, or treatment) through the joint use of shared office space, facilities, equipment, and personnel.

**Medically Accepted Indication** – A use of a drug that is either approved by the Food and Drug Administration or supported by certain reference books. See the “Your drugs need to be on the plan’s ‘Drug List’” portion of the “Using the plan’s coverage for your prescription drugs” section of this booklet for more information about a medically accepted indication.

**Medically Necessary** – Services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

**Medicare** – The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant). People with Medicare can get their Medicare health coverage through Original Medicare, a PACE plan, or a Medicare Advantage Plan.

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**Medicare Advantage Disenrollment Period** – A set time each year when members in a Medicare Advantage plan can cancel their plan enrollment and switch to Original Medicare. The Medicare Advantage Disenrollment Period is from January 1 until February 14, 2018.

**Medicare Advantage (MA) Plan** – Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage Plan can be an HMO, PPO, a Private Fee-for-Service (PFFS) plan, or a Medicare Medical Savings Account (MSA) plan. When you are enrolled in a Medicare Advantage Plan, Medicare services are covered through the plan, and are not paid for under Original Medicare. In most cases, Medicare Advantage Plans also offer Medicare Part D (prescription drug coverage). These plans are called **Medicare Advantage Plans with Prescription Drug Coverage**. Everyone who has Medicare Part A and Part B is eligible to join any Medicare health plan that is offered in their area, except people with End-Stage Renal Disease (unless certain exceptions apply).

**Medicare Coverage Gap Discount Program** – A program that provides discounts on most covered Part D brand name drugs to Part D members who have reached the Coverage Gap Stage and who are not already receiving “Extra Help.” Discounts are based on agreements between the Federal government and certain drug manufacturers. For this reason, most, but not all, brand name drugs are discounted.

**Medicare-Covered Services** – Services covered by Medicare Part A and Part B. All Medicare health plans, including our plan, must cover all of the services that are covered by Medicare Part A and B.

**Medical Group** – A group of two or more physicians and non-physician practitioners legally organized in a partnership, professional corporation, foundation, not-for-profit corporation, faculty practice plan, or similar association in which each physician who is a member of the group provides substantially the full range of services which the physician routinely provides (including medical care, consultation, diagnosis, or treatment) through the joint use of shared office space, facilities, equipment, and personnel.

**Medicare Health Plan** – A Medicare health plan is offered by a private company that contracts with Medicare to provide Part A and Part B benefits to people with Medicare who enroll in the plan. This term includes all Medicare Advantage Plans and Programs of All-inclusive Care for the Elderly (PACE).

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

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

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

**Member Services** – A department within our plan responsible for answering your questions about your membership, benefits, grievances, and appeals. See the back cover of this booklet for information about how to contact Member Services.



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**Network Pharmacy** – A network pharmacy is a pharmacy where members of our plan can get their prescription drug benefits. We call them “network pharmacies” because they contract with our plan. In most cases, your prescriptions are covered only if they are filled at one of our network pharmacies.

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

**Organization Determination** – The Medicare Advantage plan has made an organization determination when it makes a decision about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called “coverage decisions” in this booklet. The “What to do if you have a problem or complaint (coverage decisions, appeals, complaints)” section in this booklet explains how to ask us for a coverage decision.

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

**Out-of-Network Pharmacy** – A pharmacy that doesn’t have a contract with our plan to coordinate or provide covered drugs to members of our plan. As explained in this *Evidence of Coverage*, most drugs you get from out-of-network pharmacies are not covered by our plan unless certain conditions apply.

**Out-of-Network Provider or Out-of-Network Facility** – A provider or facility with which we have not arranged to coordinate or provide covered services to members of our plan. Out-of-network providers are providers that are not employed, owned, or operated by our plan or are not under contract to deliver covered services to you. Out-of-network providers are paid using Medicare Allowable rates, or if there is no defined Medicare Allowable rate, 60% of billed charges. Any of your coinsurance cost-sharing will be the coinsurance amounts indicated in the Medical Benefits Chart and will be calculated from the Medicare Allowable Cost or reduced billed charges. Using out-of-network providers or facilities is explained in this booklet in the “Using the plan’s coverage for your medical services” section.

**Out-of-Pocket Costs** – See the definition for “cost-sharing” above. A member’s cost-sharing requirement to pay for a portion of services or drugs received is also referred to as the member’s “out-of-pocket” cost requirement.

**PACE plan** – A PACE (Program of All-inclusive Care for the Elderly) plan combines medical, social, and long-term care (LTC) services for frail people to help people stay independent and living in their

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community (instead of moving to a nursing home) as long as possible, while getting the high-quality care they need. People enrolled in PACE plans receive both their Medicare and Medicaid benefits through the plan.

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

**Part D –** The voluntary Medicare Prescription Drug Benefit Program. (For ease of reference, we will refer to the prescription drug benefit program as Part D.)

**Part D Drugs –** Drugs that can be covered under Part D. We may or may not offer all Part D drugs. (See your formulary for a specific list of covered drugs.) Certain categories of drugs were specifically excluded by Congress from being covered as Part D drugs.

**Part D Late Enrollment Penalty –** An amount added to your monthly premium for Medicare drug coverage if you go without creditable coverage (coverage that is expected to pay, on average, at least as much as standard Medicare prescription drug coverage) for a continuous period of 63 days or more. You pay this higher amount as long as you have a Medicare drug plan. There are some exceptions. For example, if you receive “Extra Help” from Medicare to pay your prescription drug plan costs, you will not pay a late enrollment penalty.

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

**Primary Care Provider (PCP) –** Your primary care provider is the doctor or other provider you see first for most health problems. He or she makes sure you get the care you need to keep you healthy. He or she also may talk with other doctors and health care providers about your care and refer you to them. In many Medicare health plans, you must see your primary care provider before you see any other health care provider. See the “You must choose a Primary Care Provider (PCP)” to provide and oversee your medical care” portion of the “Using the plan’s coverage for your medical services“ section of this booklet for information about Primary Care Providers.

**Prior Authorization –** Approval in advance to get services or certain drugs that may or may not be on our Formulary. Some in-network medical services are covered only if your doctor or other network provider gets “prior authorization” from our plan. Covered services that need prior authorization are marked in the Medical Benefits Chart in the “Medical Benefits Chart (what is covered and what you pay)” section of this booklet. Some drugs are covered only if your doctor or other network provider gets “prior authorization” from us. Covered drugs that need prior authorization are marked in the formulary.

**Prosthetics and Orthotics –** These are medical devices ordered by your doctor or other health care provider. Covered items include, but are not limited to, arm, back and neck braces; artificial limbs; artificial eyes; and devices needed to replace an internal body part or function, including ostomy supplies and enteral and parenteral nutrition therapy.

**Quality Improvement Organization (QIO) –** A group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients. See

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the “Important phone numbers and resources” section of this booklet for information about how to contact the QIO for your state.

**Quantity Limits** – A management tool that is designed to limit the use of selected drugs for quality, safety, or utilization reasons. Limits may be on the amount of the drug that we cover per prescription or for a defined period of time.

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

**Service Area** – A geographic area where a health plan accepts members if it limits membership based on where people live. For plans that limit which doctors and hospitals you may use, it’s also generally the area where you can get routine (non-emergency) services. The plan may disenroll you if you permanently move out of the plan’s service area.

**Skilled Nursing Facility (SNF) Care** – Skilled nursing care and rehabilitation services provided on a continuous, daily basis in a skilled nursing facility. Examples of skilled nursing facility care include physical therapy or intravenous injections that can only be given by a registered nurse or doctor.

**Special Enrollment Period** – A set time when members can change their health or drug plans or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you move outside the service area, if you are getting “Extra Help” with your prescription drug costs, if you move into a nursing home, or if we violate our contract with you.

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

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

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

**Urgently Needed Services** – Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care. Urgently needed services may be furnished by network providers or by out-of-network providers when network providers are temporarily unavailable or inaccessible.



## Health Net Seniority Plus (Employer HMO) Member Services

Method	Member Services – Contact Information
<b>CALL</b>	<b>1-800-539-4072</b> Calls to this number are free. From October 1 - February 14, Member Services is open seven days a week from 8:00 a.m. to 8:00 p.m. Please see the "How to contact our plan's Member Services" portion of the "Important phone numbers and resources" section for details about our hours of operation throughout the year. Member Services also has free language interpreter services available for non-English speakers.
<b>TTY</b>	711 (National Relay Service) This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m., seven days a week.
<b>FAX</b>	<b>1-866-214-1992</b>
<b>WRITE</b>	Health Net Medicare Programs PO Box 10420 Van Nuys, CA 91410-0420
<b>WEBSITE</b>	<a href="https://www.healthnet.com/uc">https://www.healthnet.com/uc</a>

## Health Insurance Counseling and Advocacy Program (HICAP) (California SHIP)

The Health Insurance Counseling and Advocacy Program (HICAP) is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

Method	Health Insurance Counseling and Advocacy Program (HICAP) (California SHIP)– Contact Information
<b>CALL</b>	<b>1-800-434-0222</b>
<b>TTY/TDD</b>	<b>1-800-735-2929 (CA Relay Service) or 711 (National Relay Service)</b> This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	<u>County specific agencies available at:</u>  <a href="http://www.aging.ca.gov/HICAP/Contact_HICAP/County_List">http://www.aging.ca.gov/HICAP/Contact_HICAP/County_List</a>
<b>WEBSITE</b>	<a href="http://www.aging.ca.gov/hicap">www.aging.ca.gov/hicap</a>

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