

January 1 - December 31, 2022

## **Evidence of Coverage:**

Your Medicare Health Benefits and Services and  
Prescription Drug Coverage as a Member of  
Presbyterian MediCare PPO Plan 1





**January 1 – December 31, 2022**

## **Evidence of Coverage:**

### **Your Medicare Health Benefits and Services as a Member of Presbyterian MediCare PPO Plan 1**

This booklet gives you the details about your Medicare health care coverage from January 1-December 31, 2022. It explains how to get coverage for the health care services you need. **This is an important legal document. Please keep it in a safe place.**

This plan, Presbyterian MediCare PPO Plan 1, is offered by Presbyterian Insurance Company, Inc. (When this Evidence of Coverage says “we,” “us,” or “our,” it means Presbyterian Insurance Company, Inc. When it says “plan” or “our plan,” it means Presbyterian MediCare PPO Plan 1.)

Presbyterian MediCare PPO is a Medicare Advantage plan with a Medicare contract. Enrollment in Presbyterian MediCare PPO depends on contract renewal.

This document is available for free in Spanish.

Please contact our Presbyterian Customer Service Center (customer service) at (505) 923-6060 or 1-800-797-5343 for additional information. (TTY users should call 711). Hours are Sunday through Saturday, 8 a.m. to 8 p.m., 7 days a week. If you are calling from **April 1 through September 30**, our hours are 8 a.m. to 8 p.m., Monday through Friday (except holidays).

Customer service has free language interpreter services available for non-English speakers.

This information is available in other formats. Contact customer service for more information.

Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1, 2023.

The formulary, pharmacy network, and/or provider network may change at any time. You will receive notice when necessary.

## **2022 Evidence of Coverage**

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# CHAPTER 1

*Getting started as a member*

**Chapter 1. Getting started as a member**

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**Chapter 1. Getting started as a member**

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## **SECTION 1 Introduction**

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<b>Section 1.1</b>	<b>You are enrolled in Presbyterian MediCare PPO Plan 1, which is a Medicare PPO</b>
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You are covered by Medicare, and you have chosen to get your Medicare health care coverage through our plan, Presbyterian MediCare PPO Plan 1.

There are different types of Medicare health plans. Presbyterian MediCare PPO Plan 1 is a Medicare Advantage PPO Plan (PPO stands for Preferred Provider Organization). This plan does not include Part D prescription drug coverage. Like all Medicare health plans, this Medicare PPO is approved by Medicare and run by a private company.

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

<b>Section 1.2</b>	<b>What is the <i>Evidence of Coverage</i> booklet about?</b>
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This *Evidence of Coverage* booklet tells you how to get your Medicare medical care covered through our plan. This booklet explains your rights and responsibilities, what is covered, and what you pay as a member of the plan.

The word “coverage” and “covered services” refers to the medical care and services available to you as a member of Presbyterian MediCare PPO Plan 1.

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 customer service (phone numbers are printed on the back cover of this booklet).

<b>Section 1.3</b>	<b>Legal information about the <i>Evidence of Coverage</i></b>
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### **It's part of our contract with you**

This *Evidence of Coverage* is part of our contract with you about how Presbyterian MediCare PPO Plan 1 covers your care. Other parts of this contract include your enrollment form 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.”



**Chapter 1. Getting started as a member**

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The contract is in effect for months in which you are enrolled in Presbyterian MediCare PPO Plan 1 between January 1, 2022 and December 31, 2022.

Each calendar year, Medicare allows us to make changes to the plans that we offer. This means we can change the costs and benefits of Presbyterian MediCare PPO Plan 1 after December 31, 2022. We can also choose to stop offering the plan, or to offer it in a different service area, after December 31, 2022.

**Medicare must approve our plan each year**

Medicare (the Centers for Medicare & Medicaid Services) must approve Presbyterian MediCare PPO Plan 1 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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**SECTION 2 What makes you eligible to be a plan member?**

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**Section 2.1 Your eligibility requirements**

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

- You have both Medicare Part A and Medicare Part B (Section 2.2 tells you about Medicare Part A and Medicare Part B)
- -- *and* -- you live in our geographic service area (Section 2.3 below describes our service area).
- -- *and* -- you are a United States citizen or are lawfully present in the United States.

**Section 2.2 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, home infusion therapy, and other outpatient services) and certain items (such as durable medical equipment (DME) and supplies).

**Chapter 1. Getting started as a member****Section 2.3 Here is the plan service area for Presbyterian MediCare PPO Plan 1**

Although Medicare is a Federal program, Presbyterian MediCare PPO Plan 1 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 states: New Mexico.

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

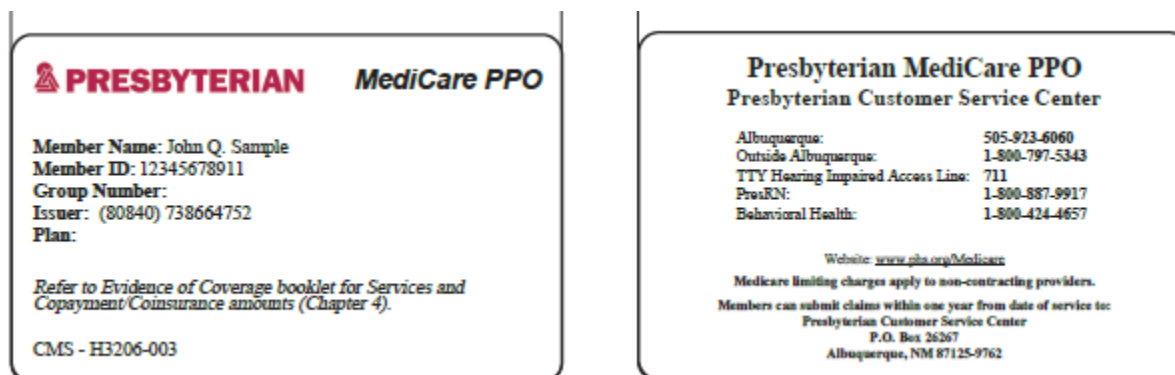
It is also important that you call Social Security if you move or change your mailing address. You can find phone numbers and contact information for Social Security in Chapter 2, Section 5.

**Section 2.4 U.S. Citizen or Lawful Presence**

A member of a Medicare health plan must be a U.S. citizen or lawfully present in the United States. Medicare (the Centers for Medicare & Medicaid Services) will notify Presbyterian MediCare PPO Plan 1 if you are not eligible to remain a member on this basis. Presbyterian MediCare PPO Plan 1 must disenroll you if you do not meet this requirement.

**SECTION 3 What other materials will you get from us?****Section 3.1 Your plan membership card – Use it to get all covered care**

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. You should also show the provider your Medicaid card, if applicable. Here's a sample membership card to show you what yours will look like:



**Chapter 1. Getting started as a member**

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Do NOT use your red, white, and blue Medicare card for covered medical services while you are a member of this plan. If you use your Medicare card instead of your Presbyterian MediCare PPO Plan 1 membership card, you may have to pay the full cost of medical services yourself. Keep your Medicare card in a safe place. You may be asked to show it if you need hospital services, hospice services, or participate in routine research studies.

**Here's why this is so important:** If you get covered services using your red, white, and blue Medicare card instead of using your Presbyterian MediCare PPO Plan 1 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 customer service right away and we will send you a new card. (Phone numbers for customer service are printed on the back cover of this booklet.)

<b>Section 3.2</b>	<b>The <i>Provider Directory</i>: Your guide to all providers in the plan's network</b>
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The *Provider Directory* lists our network providers and durable medical equipment suppliers. The most recent list of providers and suppliers is available on our website at [www.phs.org/Medicare](http://www.phs.org/Medicare).

**What are “network providers”?**

**Network providers** are the doctors and other health care professionals, medical groups, durable medical equipment suppliers, hospitals, and other health care facilities that have an agreement with us to accept our payment and any plan cost-sharing as payment in full. We have arranged for these providers to deliver covered services to members in our plan. The most recent list of providers and suppliers is available on our website at [www.phs.org/Medicare](http://www.phs.org/Medicare).

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

As a member of our plan, you can choose to receive care from out-of-network providers. Our plan will cover services from either in-network or out-of-network providers, as long as the services are covered benefits and medically necessary. However, if you use an out-of-network provider, your share of the costs for your covered services may be higher. See Chapter 3 (*Using the plan's coverage for your medical services*) for more specific information.

If you don't have your copy of the *Provider Directory*, you can request a copy from customer service (phone numbers are printed on the back cover of this booklet). You may ask customer service for more information about our network providers, including their qualifications. You can also see the *Provider Directory* at [www.phs.org/Medicare](http://www.phs.org/Medicare), or download it from this website. Both customer service and the website can give you the most up-to-date information about changes in our network providers.

**Chapter 1. Getting started as a member**

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**SECTION 4 Your monthly premium for Presbyterian MediCare PPO Plan 1**

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**Section 4.1 How much is your plan premium?**

As a member of our plan, you pay a monthly plan premium. For 2022, the monthly premium for Presbyterian MediCare PPO Plan 1 is \$43.00. In addition, you must continue to pay your Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

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

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

- If you signed up for extra benefits, also called “optional supplemental benefits,” then you pay an additional premium each month for these extra benefits. If you have any questions about your plan premiums, please call customer service (phone numbers are printed on the back cover of this booklet).
- The Comprehensive Dental Plan is in addition to the Basic Dental Plan in which you will automatically be enrolled. If you want these optional supplemental dental benefits, you must sign up for them and pay an additional premium of \$19 per month.

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

In addition to paying the monthly plan premium, many members are required to pay other Medicare premiums. As explained in Section 2 above, in order to be eligible for our plan, you must have both Medicare Part A and Medicare Part B. Some plan members (those who aren’t eligible for premium-free Part A) pay a premium for Medicare Part A. Most plan members pay a premium for Medicare Part B. **You must continue paying your Medicare premiums to remain a member of the plan.**

Your copy of the *Medicare & You 2022* handbook gives information about the premiums in the section called “2022 Medicare Costs.” This explains how the Medicare Part B premium differs for people with different incomes. Everyone with Medicare receives a copy of the *Medicare & You 2022* handbook 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 the *Medicare & You 2022* handbook from the Medicare website ([www.medicare.gov](http://www.medicare.gov)). Or, you can order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

**Chapter 1. Getting started as a member**

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**Section 4.2 There are several ways you can pay your plan premium**

There are five (5) ways you can pay your plan premium. You can change your payment option by calling customer service (phone numbers are printed on the back cover of this booklet).

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

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

If you wish to pay by check, or money order, you will receive a bill for payment for your plan premium. We will send you a bill in the month before the following month of coverage. For example, you will get a bill in January for February's premium. We must receive your payment on or before the last day of the month before the following month of coverage. Please include the coupon from your monthly statement to ensure your payment is posted quickly and accurately. Our plan does not accept post-dated checks. If you do not include your coupon from your monthly statement, please write your Presbyterian MediCare PPO member ID number on your personal check or money order.

If the payment is for two members, write both Presbyterian MediCare PPO member ID numbers on the check or money order, as well as the amount intended for each member to avoid delays in processing. If someone else is paying the plan premium for you, be sure your name and member ID number are written on his or her check.

Your payment should be made payable to Presbyterian Insurance Company, Inc. and mailed to:

Presbyterian Insurance Company, Inc.  
P.O. Box 911600  
Denver, CO 80291-1600

If you pay by check and it is returned for insufficient funds, we will send you a letter at the beginning of the following month stating your plan premium was due.

- This letter will notify you that you have 60 days to make a payment. If we do not receive payment for the insufficient funds check after the first notice, you will receive a second notice.
- The second notice will notify you that you have 30 days remaining to make payment in full or your coverage will be terminated. If you have not paid at the end of the 60-day grace period, we will send you a notice that you have been disenrolled for non-payment for your plan premium.

**Please do not mail in cash.**

**Chapter 1. Getting started as a member**

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If you prefer, you can also bring in a check, money order, or cash payment in person to our office Monday through Friday, 8 a.m. to 5 p.m. As part of the global effort to slow the spread of the COVID-19 virus, Presbyterian Health Plan maintains minimal staff at our office until further notice. Before stopping in, please call to confirm office hours. (Phone numbers are printed on the back cover of this booklet.) Our address is:

Presbyterian Rev. Hugh Cooper Administrative Center  
9521 San Mateo Blvd. NE  
Albuquerque, NM 87113

Please call customer service if you lose your bill (phone numbers are printed on the back cover of this booklet).

**Option 2: You can request your plan premium be automatically withdrawn from your bank account or credit card**

If you select automatic plan premium payment, your monthly plan premium is automatically paid from your checking or savings account or charged directly to your credit or debit card. This payment method is a safe and convenient option, plus it costs you nothing extra. Using the automatic payment plan gives you peace of mind knowing your payment will never be late and will be paid even when you're away from home. The transaction will appear on your monthly bank or credit card statement, serving as your permanent record of payment.

- Funds are withdrawn from your checking or savings account, or charged directly to your credit or debit card automatically on the 25<sup>th</sup> of the month of coverage (for example, January's plan premium is withdrawn on January 25).

To choose Option 2, or to change the account or credit card information, please call customer service. Customer service can set up automatic draft via the phone call or a "Premium Option Form" can be mailed upon request. (Phone numbers for customer service are printed on the back cover of this booklet.)

**Option 3: You can make a one-time credit card payment over the phone or online**

You may also pay your plan premium by credit card over the phone or online with your Visa, MasterCard, or Discover card. Please contact customer service to make a one-time credit card payment over the phone. You do not have to speak with a customer service representative to use this option. When you call, please listen to the message, press 1 (make a premium payment), and follow the instructions.

**Note:** Using this option does not set up reoccurring payments. If you want to set up automatic payments, refer to Option 2 above. To make a one-time payment online, visit [www.phs.org](http://www.phs.org) and select, "Pay My Bill."

**Chapter 1. Getting started as a member**

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**Option 4: Set up internet bill payments through your bank**

Many banks and/or credit unions give account holders the option to pay bills through their online account. If you choose to pay your plan premium by setting up bill payments through your online bank account portal, please make sure to include the following address for Presbyterian Insurance Company:

Presbyterian Insurance Company, Inc.  
P.O. Box 911600  
Denver, CO 80291-1600

**Note:** Please input your subscriber ID number where your bank's online form asks for an account number associated with your bill.

**Option 5: You can have the plan premium taken out of your monthly Social Security check**

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

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

Your plan premium is due in our office by the 1<sup>st</sup> day of the month. If we have not received your premium payment by the 1<sup>st</sup> day of the month, we will send you a notice telling you that your plan membership will end if we do not receive your premium payment within 60 days from the date of the letter.

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

If we end your membership because you did not pay your premium, you will have health coverage under Original Medicare.

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

If you think we have wrongfully ended your membership, you have a right to ask us to reconsider this decision by making a complaint. Chapter 7, Section 9 of this booklet tells how to make a complaint. If you had an emergency circumstance that was out of your control and it caused you to not be able to pay your premiums within our grace period, you can ask us to

**Chapter 1. Getting started as a member**

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reconsider this decision by calling customer service at (505) 923-6060 or 1-800-797-5343 between 8 a.m. and 8 p.m., 7 days a week. TTY users should call 711. If you are calling from **April 1 through September 30**, we are available from 8 a.m. to 8 p.m., Monday through Friday (except holidays). You must make your request no later than 60 days after the date your membership ends.

**Section 4.3 Can we change your monthly plan premium during the year?**

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

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

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**Section 5.1 How to help make sure that we have accurate information about you**

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

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

**Let us know about these changes:**

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

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



**Chapter 1. Getting started as a member**

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

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

Medicare requires that we collect information from you about any other medical or drug insurance coverage that you have. That's because we must coordinate any other coverage you have with your benefits under our plan. (For more information about how our coverage works when you have other insurance, see Section 7 in this chapter.)

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

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**SECTION 6 We protect the privacy of your personal health information**

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**Section 6.1 We make sure that your health information is protected**

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

For more information about how we protect your personal health information, please go to Chapter 6, Section 1.4 of this booklet.

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

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**Section 7.1 Which plan pays first when you have other insurance?**

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

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

- If you have retiree coverage, Medicare pays first.

**Chapter 1. Getting started as a member**

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- 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 customer service (phone numbers are printed on the back cover of this booklet). You may need to give your plan member ID number to your other insurers (once you have confirmed their identity) so your bills are paid correctly and on time.

# CHAPTER 2

*Important phone numbers  
and resources*

**Chapter 2. Important phone numbers and resources**

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**Chapter 2. Important phone numbers and resources**

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**Chapter 2. Important phone numbers and resources**

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**SECTION 1 Presbyterian MediCare PPO Plan 1 contacts**  
(how to contact us, including how to reach customer service at the plan)

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**How to contact our plan's customer service**

For assistance with claims, billing, or member card questions, please call or write to Presbyterian MediCare PPO Plan 1 customer service. We will be happy to help you.

Method	Presbyterian Customer Service Center – Contact Information
<b>CALL</b>	<p>(505) 923-6060 or 1-800-797-5343; calls to this number are free.</p> <p>Hours are Sunday through Saturday, 8 a.m. to 8 p.m., 7 days a week. If you are calling from <b>April 1 through September 30</b>, our hours are 8 a.m. to 8 p.m., Monday through Friday (except holidays).</p> <p>After hours, an automated voice messaging service is available. If you leave a message, please include your name, phone number and the time you called. A customer service representative will return your call no later than one business day after you leave your message.</p> <p>Customer service also has free language interpreter services available for non-English speakers.</p>
<b>TTY</b>	<p>711; calls to this number are free.</p> <p>This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.</p> <p>Hours are Sunday through Saturday, 8 a.m. to 8 p.m., 7 days a week. If you are calling from <b>April 1 through September 30</b>, our hours are 8 a.m. to 8 p.m., Monday through Friday (except holidays).</p>
<b>FAX</b>	(505) 923-5124

**Chapter 2. Important phone numbers and resources**

Method	Presbyterian Customer Service Center – Contact Information
<b>WRITE</b>	<p><b>General Inquiries and Payment Information:</b>          Presbyterian MediCare PPO          P.O. Box 26267          Albuquerque, NM 87125-6267</p> <p><b>Appeals, Grievances, and Complaints:</b>          Presbyterian MediCare PPO          Attn: Appeals and Grievances Department          P.O. Box 26267          Albuquerque, NM 87125-6267</p> <p>Email: <a href="mailto:gappeals@phs.org">gappeals@phs.org</a></p> <p>Please include your <b>first and last name, date of birth, a contact address and phone numbers</b>, and the details of your inquiry. Presbyterian members should also include their member identification number, if available.</p>
<b>WEBSITE</b>	<p><a href="http://www.phs.org/Medicare">www.phs.org/Medicare</a></p> <p>You can send an inquiry to the customer service by visiting the <b>Contact Us</b> link on our website.</p>

**Contact customer service when you are asking for a coverage decision about your medical care**

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services. For more information on asking for coverage decisions about your medical care, see Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

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

**Contact customer service when you are making an appeal or complaint about your medical care**

An appeal is a formal way of asking us to review and change a coverage decision we have made. For more information on making an appeal about your medical care, see Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

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

**Chapter 2. Important phone numbers and resources**

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disputes. (If your problem is about the plan's coverage or payment, you should look at the section above about making an appeal.) For more information on making a complaint about your medical care, see Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

You can submit a complaint about Presbyterian MediCare PPO Plan 1 directly to Medicare. To submit an online complaint to Medicare go to [www.medicare.gov/MedicareComplaintForm/home.aspx](http://www.medicare.gov/MedicareComplaintForm/home.aspx).

**Send customer service a request asking us to pay for our share of the cost for medical care you have received**

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

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

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

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

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

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

**Chapter 2. Important phone numbers and resources**

Method	Medicare – Contact Information
WEBSITE	<p><a href="http://www.medicare.gov">www.medicare.gov</a></p> <p>This is the official government website for Medicare. It gives you up-to-date information about Medicare and current Medicare issues. It also has information about hospitals, nursing homes, physicians, home health agencies, and dialysis facilities. It includes booklets you can print directly from your computer. You can also find Medicare contacts in your state.</p> <p>The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools:</p> <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> <p>You can also use the website to tell Medicare about any complaints you have about Presbyterian MediCare PPO Plan 1:</p> <ul style="list-style-type: none"><li>• <b>Tell Medicare about your complaint:</b> You can submit a complaint about Presbyterian MediCare PPO Plan 1 directly to Medicare. To submit a complaint to Medicare, go to <a href="http://www.medicare.gov/MedicareComplaintForm/home.aspx">www.medicare.gov/MedicareComplaintForm/home.aspx</a>. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.</li></ul> <p>If you don't have a computer, your local library or senior center may be able to help you visit this website using its computer. Or, you can call Medicare and tell them what information you are looking for. They will find the information on the website, print it out, and send it to you. (You can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)</p>



**Chapter 2. Important phone numbers and resources**


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

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The State Health Insurance Assistance Program (SHIP) is a government program with trained counselors in every state. In New Mexico, the SHIP is called New Mexico Aging and Long-Term Services.

New Mexico Aging and Long-Term Services 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.

New Mexico Aging and Long-Term Services 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. New Mexico Aging and Long-Term Services counselors can also help you understand your Medicare plan choices and answer questions about switching plans.

### **Method to Access SHIP and Other Resources:**

- Visit [www.medicare.gov](http://www.medicare.gov)
- Click on “**Forms, Help, and Resources**” on far right of menu on top
- In the dropdown, click on “**Phone Numbers & Websites**”
- You now have several options
  - Option #1: You can have a **live chat**
  - Option #2: You can click on any of the “**TOPICS**” in the menu on bottom
  - Option #3: You can select your **STATE** from the dropdown menu and click GO. This will take you to a page with phone numbers and resources specific to your state.

<b>Method</b>	<b>New Mexico Aging and Long-Term Services – Contact Information</b>
<b>CALL</b>	1-800-432-2080; calls to this number are free.
<b>TTY</b>	(505) 476-4937; calls to this number are <b>not</b> free.  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.

**Chapter 2. Important phone numbers and resources**

Method	New Mexico Aging and Long-Term Services – Contact Information
<b>WRITE</b>	New Mexico Aging and Long-Term Services P.O. Box 27118 Santa Fe, NM 87502-7118
<b>WEBSITE</b>	<a href="http://www.nmaging.state.nm.us/">www.nmaging.state.nm.us/</a>

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

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

KEPRO 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. KEPRO is an independent organization. It is not connected with our plan.

You should contact KEPRO in any of these situations:

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

Method	KEPRO (New Mexico's Quality Improvement Organization)
<b>CALL</b>	1-888-315-0636; calls to this number are free.
<b>TTY</b>	1-855-843-4776  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	KEPRO 5201 W. Kennedy Blvd.; Suite 900 Tampa, FL 33609

**Chapter 2. Important phone numbers and resources**

Method	KEPRO (New Mexico's Quality Improvement Organization)
WEBSITE	<a href="http://www.keproqio.com">www.keproqio.com</a>

**SECTION 5 Social Security**

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

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

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

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**SECTION 6 Centennial Care (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 help people with Medicare pay their Medicare costs, such as their Medicare premiums. These “Medicare Savings Programs” help people with limited income and resources save money each year:

- **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+).)
- **Qualified Medicare Beneficiary Plus (QMB+):** You get Medicaid coverage of Medicare cost-share and are also eligible for full Medicaid benefits. Medicaid pays your Part A and Part B premiums, deductibles, coinsurance and copayment amounts. You pay nothing, except for Part D prescription drug copays.
- **Specified Low-Income Medicare Beneficiary (SLMB):** Helps pay Part B premiums. (Some people with SLMB are also eligible for full Medicaid benefits (SLMB+).)
- **Specified Low-Income Medicare Beneficiary (SLMB +):** Medicaid pays your Part B premium and provides full Medicaid benefits. You are eligible for full Medicaid benefits. At times you may also be eligible for limited assistance from your state Medicaid agency in paying your Medicare cost share amounts. Generally, your cost share is 0% when the service is covered by both Medicare and Medicaid. There may be cases where you must pay cost-sharing when a service or benefit is not covered by Medicaid.
- **Qualifying Individual (QI):** Helps pay Part B premiums
- **Qualified Disabled & Working Individuals (QDWI):** Helps pay Part A premiums
- **Full Benefits Dual Eligible (FBDE):** Medicaid may provide limited assistance with Medicare cost-sharing. Medicaid also provides full Medicaid benefits. You are eligible for full Medicaid benefits. At times you may also be eligible for limited assistance from the State Medicaid Office in paying your Medicare cost share amounts. Generally, your cost share is 0% when the service is covered by both Medicare and Medicaid. There may be cases where you have to pay cost-sharing when a service or benefit is not covered by Medicaid.

To find out more about Centennial Care and its programs, contact the New Mexico Human Services Department.

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<b>Method</b>	<b>New Mexico Human Services Department Medical Assistance Division (Centennial Care/Medicaid program) – Contact Information</b>
<b>CALL</b>	1-888-997-2583; calls to this number are free.
<b>TTY</b>	711; calls to this number are free.  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	New Mexico Human Services Department Medical Assistance Division (Centennial Care/Medicaid) P.O. Box 2348 Santa Fe, NM 87505-2384
<b>WEBSITE</b>	<a href="http://www.hsd.state.nm.us">www.hsd.state.nm.us</a>

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

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

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

<b>Method</b>	<b>Railroad Retirement Board – Contact Information</b>
<b>CALL</b>	1-877-772-5772 Calls to this number are free. If you press “0,” you may speak with an RRB representative from 9 a.m. to 3:30 p.m., Monday, Tuesday, Thursday, and Friday, and from 9 a.m. to 12 p.m. on Wednesday. If you press “1,” you may access the automated RRB HelpLine and recorded information 24 hours a day, including weekends and holidays.

**Chapter 2. Important phone numbers and resources**

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Method	Railroad Retirement Board – Contact Information
TTY	1-312-751-4701 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are <i>not</i> free.
WEBSITE	<a href="http://rrb.gov/">rrb.gov/</a>

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

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If you (or your spouse) get benefits from your (or your spouse's) employer or retiree group as part of this plan, you may call the employer/union benefits administrator or customer service if you have any questions. You can ask about your (or your spouse's) employer or retiree health benefits, premiums, or the enrollment period. (Phone numbers for customer service 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.

# CHAPTER 3

*Using the plan's coverage  
for your medical services*

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

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

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

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

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

- **“Providers”** are doctors and other health care professionals licensed by the state to provide medical services and care. The term “providers” also includes hospitals and other health care facilities.
- **“Network providers”** are the doctors and other health care professionals, medical groups, hospitals, and other health care facilities that have an agreement with us to accept our payment and your cost-sharing amount as payment in full. We have arranged for these providers to deliver covered services to members in our plan. The providers in our network bill us directly for care they give you. When you see a network provider, you pay only your share of the cost for their services.
- **“Covered services”** include all the medical care, health care services, supplies, and equipment that are covered by our plan. Your covered services for medical care are listed in the benefits chart in Chapter 4.

<b>Section 1.2    Basic rules for getting your medical care covered by the plan</b>
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As a Medicare health plan, Presbyterian MediCare PPO Plan 1 must cover all services covered by Original Medicare and must follow Original Medicare's coverage rules.

Presbyterian MediCare PPO Plan 1 will generally cover your medical care as long as:

- **The care you receive is included in the plan's Medical Benefits Chart** (this chart is in Chapter 4 of this booklet).
- **The care you receive is considered medically necessary.** “Medically necessary” means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

- **You receive your care from a provider who is eligible to provide services under Original Medicare.** As a member of our plan, you can receive your care from either a network provider or an out-of-network provider (for more about this, see Section 2 in this chapter).
  - The providers in our network are listed in the *Provider Directory*.
  - If you use an out-of-network provider, your share of the costs for your covered services may be higher.
  - Please note: While you can get your care from an out-of-network provider, the provider must be eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who is not eligible to participate in Medicare. If you go to a provider who is not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive. Check with your provider before receiving services to confirm that they are eligible to participate in Medicare.

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

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

A primary care provider (PCP) is your main health care provider in non-emergency situations. As a member, you may choose any available network provider to be your PCP. Choosing a PCP is optional and not a requirement for this plan. As we explain below, you will get your routine and basic care from your PCP, and he or she is the first person you should call when you need medical care, except in an emergency or urgent care situation.

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

Your PCP is a physician, nurse practitioner, or other health professional that meets state requirements and is trained to give you primary medical care.

### **What is the PCP's role?**

Your PCP's role is to:

- Provide preventive care and teach healthy lifestyle choices
- Identify and treat common medical conditions
- Assess the urgency of your medical problems and direct you to the best place for care

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

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- Assist you in finding a medical specialist when necessary

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.

Certain services require prior authorization. Your PCP will coordinate access for those services that he or she determines you may need. Please see the Benefits Chart in Chapter 4, Section 2 for information about what services require prior authorization or contact customer service at the phone number listed on the back cover of this booklet.

**How do you choose your PCP?**

You may select a PCP at the time you enroll in our plan. You may select a PCP from any of our available plan practitioners or providers. If there is a particular specialist or hospital facility that you want to use, check first to be sure that your PCP coordinates care with that specialist or hospital.

We recommend you choose a PCP close to your home. Having your PCP nearby makes receiving medical care and developing a trusting and open relationship with your PCP that much easier.

Our plan's *Provider Directory* provides a complete list of network practitioners and providers. If you need help choosing or changing your PCP, please contact customer service at the phone number listed on the back cover of this booklet.

If you cannot find your current practitioner in this directory, and would like to confirm that your doctor is in our plan, please contact customer service at the phone number listed on the back cover of this booklet.

If you are selecting a new PCP and would like to know if the PCP is accepting new patients, please contact customer service at the phone number listed on the back cover of this booklet.

You can also email customer service at [info@phs.org](mailto:info@phs.org). Our listing of practitioners may change from time to time, and our representatives have the most up-to-date information available for you. You may also visit our website at [www.phs.org/Medicare](http://www.phs.org/Medicare).

If you choose a PCP that you have not seen before, we suggest you do the following:

- Call your PCP's office as soon as possible and tell the staff you are a new member of our plan.
- Make an appointment to see your PCP so he or she can get to know you and begin taking care of your medical needs. You do not have to wait until you are sick to make this appointment. You should get to know your PCP as soon as possible.
- Ask your previous doctor to send your medical records to your new PCP.

## 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 in our plan. To change your PCP, please contact customer service at the phone number listed on the back cover of this booklet.

Your request may be in writing, telephone, sending an email to [info@phs.org](mailto:info@phs.org), or by signing in to your myPRES account at [www.phs.org/Medicare](http://www.phs.org/Medicare). PCP changes take effect on the next business day after your request. Customer service will check to make sure the network PCP you selected is accepting new patients. They will change your membership record to show the name of your new network PCP and tell you when the change to your new network PCP will take effect.

Our goal is to make your transition to a new PCP as seamless as possible, with no interruption to your care. As always, if you have an urgent or emergent medical need, we encourage you to seek care at an appropriate urgent care or emergency facility.

<b>Section 2.2      What kinds of medical care can you get without getting approval in advance from your PCP?</b>
---

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, COVID-19 vaccinations, Hepatitis B vaccinations, 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.
- To obtain care after normal office hours, call 911 in an emergency, or for medical advice, call PresRN at 1-800-887-9917

Customer service is here to answer your questions. Presbyterian MediCare PPO members may call (505) 923-6060 or 1-800-797-5343 (TTY 711). We are available from 8 a.m. to 8 p.m., 7 days a week. **April 1 through September 30**, we are available from 8 a.m. to 8 p.m., Monday through Friday (except holidays).

### **Section 2.3 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.

If you do choose to use a PCP, your PCP will provide most of your care and will help arrange or coordinate the rest of the covered services you get as a plan member. Your PCP may refer you to a specialist, but you can go to any specialist in our network without a referral.

Please refer to your *Provider Directory* or visit our website at [www.phs.org/Medicare](http://www.phs.org/Medicare) for a complete listing of PCPs and other participating providers in your area.

#### **Prior Authorization Process**

In some cases, your provider may need to get approval in advance from our Prior Authorization Department for certain types of services or tests that you receive in-network (this is called getting “prior authorization”). Your PCP or other provider is responsible for getting prior authorization. Services and items requiring prior authorization are listed in the Medical Benefits Chart in Chapter 4, Section 2.1.

In a PPO, you do not need prior authorization to obtain out-of-network services. However, you may want to check with the plan before getting services from out-of-network providers to confirm that the service is covered by your plan and to understand your cost-sharing responsibility.

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

It is important you know that 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 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.

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

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- 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 that your doctor or specialist is leaving your plan, please contact us so we can assist you in finding a new provider to manage your care.

Customer service is available to help you locate a new specialist or provider. You can access a list of our plan providers on our website at [www.phs.org/Medicare](http://www.phs.org/Medicare), or call customer service (phone numbers are on the back cover of this booklet).

<b>Section 2.4     How to get care from out-of-network providers</b>
--

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

- You can get your care from an out-of-network provider, however, in most cases that provider must be eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who is not eligible to participate in Medicare. If you receive care from a provider who is not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive. Check with your provider before receiving services to confirm that they are eligible to participate in Medicare.
- Unless required by NCD/LCD or other CMS guidance, you don't need to get a referral or prior authorization when you get care from out-of-network providers. However, before getting services from out-of-network providers you may want to ask for a pre-visit coverage decision to confirm that the services you are getting are covered and are medically necessary. (See Chapter 7, Section 4 for information about asking for coverage decisions.) This is important because:
  - Without a pre-visit coverage decision, if we later determine that the services are not covered or were not medically necessary, we may deny coverage and you will be responsible for the entire cost. If we say we will not cover your services, you have the right to appeal our decision not to cover your care. See Chapter 7 (*What to do if you have a problem or complaint*) to learn how to make an appeal.

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

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- It is best to ask an out-of-network provider to bill the plan first. But, if you have already paid for the covered services, we will reimburse you for our share of the cost for covered services. Or if an out-of-network provider sends you a bill that you think we should pay, you can send it to us for payment. See Chapter 5 (*Asking us to pay our share of a bill you have received for covered medical services*) for information about what to do if you receive a bill or if you need to ask for reimbursement.
- If you are using an out-of-network provider for emergency care, urgently needed services, or out-of-area dialysis, you may not have to pay a higher cost-sharing amount. See Section 3 for more information about these situations.

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

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<b>Section 3.1    Getting care if you have a medical emergency</b>
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**What is a “medical emergency” and what should you do if you have one?**

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

If you have a medical emergency:

- **Get help as quickly as possible.** Call 911 for help or go to the nearest emergency room or hospital. Call for an ambulance if you need it. You do *not* need to get approval or a referral first from your PCP.
- **As soon as possible, make sure that our plan has been told about your emergency.** We need to follow up on your emergency care. You or someone else should call to tell us about your emergency care, usually within 48 hours. Please contact customer service at (505) 923-6060 or 1-800-797-5343 (TTY 711).

**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 Chapter 4 of this booklet.

Our plan covers emergency care worldwide. Please contact customer service for more information about emergency care coverage outside of the United States. The phone number can



be found on the back cover of this booklet. For more information about covered emergency medical care, see the Medical Benefits Chart in Chapter 4.

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

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

Sometimes it can be hard to know if you have a medical emergency. For example, you might go in for emergency care – thinking that your health is in serious danger – and the 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, the amount of cost-sharing that you pay will depend on whether you get the care from network providers or out-of-network providers. If you get the care from network providers, your share of the costs will usually be lower than if you get the care from out-of-network providers.

<b>Section 3.2     Getting care when you have an urgent need for services</b>
---

### **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?**

In most situations, if you are in the plan's service area and you use an out-of-network provider, you will pay a higher share of the costs for your care.

However, if the circumstances are unusual or extraordinary, and in-network providers are temporarily unavailable or inaccessible, we will allow you to get covered services from an out-of-network provider at the lower in-network cost-sharing amount.

We know that sometimes it is difficult to know what type of care you need. Presbyterian plan members have access to PresRN, a nurse advice line available to you 24 hours a day, 7 days a week, including holidays. There is no charge to call our experienced registered nurses (RNs) for

answers to your questions and health concerns. As always, if you are having a medical emergency, please call 911.

PresRN is an easy way to speak with a Presbyterian nurse if you are not feeling well and do not know what to do. Just call (505) 923-5573 or 1-800-887-9917 and one of our qualified nurses will listen to your health concerns and give you the answers that you need to care for you and your family. Our Presbyterian nurses are happy to answer general health questions when you are healthy, too. Our nurses assess your symptoms using nationally recognized protocols. Whether your situation requires a trip to the emergency room or self-care at home, you will know what to do. Our nurses will guide you to the most appropriate care option, including:

- Nurse or physician advice (24 hours a day, 7 days a week)
- A scheduled physician telephone visit (also assists you in using Video Visits)
- An urgent care visit (urgent care copayment applies)
- An emergency visit (emergency copayment applies)

As part of your Presbyterian health care team, we let your doctor, care coordinator and health coach know of your health concern so that you will have continued care and follow up. Most importantly – we are here when you need answers.

If an urgent situation occurs, you should go directly to the nearest urgent care center for treatment. We will cover the service in accordance with your benefit. You should contact your PCP following any urgent care visits.

### **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 at the lower in-network cost-sharing amount.

Our plan covers worldwide emergency and urgent care services if you receive care outside the United States.

<b>Section 3.3      Getting care during a disaster</b>
--

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

Please visit the following website: [www.phs.org/Medicare](http://www.phs.org/Medicare) 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.

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

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<b>Section 4.1    You can ask us to pay our share of the cost of covered services</b>
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If you have paid more than your share for covered services, or if you have received a bill for the full cost of covered medical services, go to Chapter 5 (*Asking us to pay our share of a bill you have received for covered medical services*) for information about what to do.

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

Presbyterian MediCare PPO Plan 1 covers all medical services that are medically necessary, are listed in the plan's Medical Benefits Chart (this chart is in Chapter 4 of this booklet), and are obtained consistent with plan rules. You are responsible for paying the full cost of services that aren't covered by our plan, either because they are not plan covered services, or plan rules were not followed.

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

Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*) has more information about what to do if you want a coverage decision from us or want to appeal a decision we have already made. You may also call customer service 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 costs you pay after you have reached the benefit limitation will not count toward your out-of-pocket maximum. You can call customer service when you want to know how much of your benefit limit you have already used.

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

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<b>Section 5.1    What is a “clinical research study”?</b>
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A clinical research study (also called a “clinical trial”) is a way that doctors and scientists test new types of medical care, like how well a new cancer drug works. They test new medical care procedures or drugs by asking for volunteers to help with the study. This kind of study is one of the final stages of a research process that helps doctors and scientists see if a new approach works and if it is safe.

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

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

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

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

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

If you plan on participating in a clinical research study, contact customer service (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.

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

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

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

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

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

In order for us to pay for our share of the costs, you will need to submit a request for payment. With your request, you will need to send us a copy of your Medicare Summary Notices or other documentation that shows what services you received as part of the study and how much you owe. Please see Chapter 7 for more information about submitting requests for payment.

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

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

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

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

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

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

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<b>Section 6.1 What is a religious non-medical health care institution?</b>
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A religious non-medical health care institution is a facility that provides care for a condition that would ordinarily be treated in a hospital or skilled nursing facility. 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.

<b>Section 6.2 Receiving care from a religious non-medical health care institution</b>
--

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

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

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

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

For more information about our plan's limitations, cost-sharing and benefits, please refer to Chapter 4, Medical Benefits Chart, Inpatient Hospital for coverage limitations.

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## **SECTION 7 Rules for ownership of durable medical equipment**

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<b>Section 7.1 Will you own the durable medical equipment after making a certain number of payments under our plan?</b>
---

Durable medical equipment (DME) includes items such as oxygen equipment and supplies, wheelchairs, walkers, powered mattress systems, crutches, diabetic supplies, speech generating devices, IV infusion pumps, nebulizers, and hospital beds ordered by a provider for use in the home. The member always owns certain items, such as prosthetics. In this section, we discuss other types of DME that you must rent.

In Original Medicare, people who rent certain types of DME own the equipment after paying copayments for the item for 13 months. As a member of Presbyterian MediCare PPO Plan 1, however, you usually will not acquire ownership of rented DME items no matter how many copayments you make for the item while a member of our plan. Under certain limited circumstances we will transfer ownership of the DME item to you. Call customer service (phone numbers are printed on the back cover of this booklet) to find out about the requirements you must meet and the documentation you need to provide.

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

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

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

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## **SECTION 8 Rules for Oxygen Equipment, Supplies, and Maintenance**

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<b>Section 8.1 What oxygen benefits are you entitled to?</b>
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If you qualify for Medicare oxygen equipment coverage, then for as long as you are enrolled, Presbyterian MediCare PPO Plan 1 will cover:

- Rental of oxygen equipment

- Delivery of oxygen and oxygen contents
- Tubing and related oxygen accessories for the delivery of oxygen and oxygen contents
- Maintenance and repairs of oxygen equipment

If you leave Presbyterian MediCare PPO Plan 1 or no longer medically require oxygen equipment, then the oxygen equipment must be returned to the owner.

<b>Section 8.2      What is your cost-sharing? Will it change after 36 months?</b>
--

Your cost-sharing for Medicare oxygen equipment coverage is 20% coinsurance in-network and 25% coinsurance out-of-network every month.

Your cost-sharing will not change after being enrolled for 36 months in Presbyterian MediCare PPO Plan 1.

<b>Section 8.3      What happens if you leave your plan and return to Original Medicare?</b>
--

If you return to Original Medicare, then you start a new 36-month cycle which renews every five years. For example, if you had paid rentals for oxygen equipment for 36 months prior to joining Presbyterian MediCare PPO Plan 1, join Presbyterian MediCare PPO Plan 1 for 12 months, and then return to Original Medicare, you will pay full cost-sharing for oxygen equipment coverage.

Similarly, if you made payments for 36 months while enrolled in Presbyterian MediCare PPO Plan 1 and then return to Original Medicare, you will pay full cost-sharing for oxygen equipment coverage.



# CHAPTER 4

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

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

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

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

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

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This chapter focuses on your covered services and what you pay for your medical benefits. It includes a Medical Benefits Chart that lists your covered services and shows how much you will pay for each covered service as a member of Presbyterian MediCare PPO Plan 1. Later in this chapter, you can find information about medical services that are not covered.

<b>Section 1.1</b>	<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 chapter, you need to know about the types of out-of-pocket costs you may pay for your covered services.

- A **“copayment”** is the fixed amount you pay each time you receive certain medical services. You pay a copayment at the time you get the medical service. (The Medical Benefits Chart in Section 2 tells you more about your copayments.)
- **“Coinsurance”** is the percentage you pay of the total cost of certain medical services. You pay a coinsurance at the time you get the medical service. (The Medical Benefits Chart in Section 2 tells you more about your coinsurance.)

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

<b>Section 1.2</b>	<b>What is the most you will pay for covered medical services?</b>
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Under our plan, there are two different limits on what you have to pay out-of-pocket for covered medical services:

- Your **in-network maximum out-of-pocket amount** is \$6,700. This is the amount you have to pay during the calendar year for covered services received from network providers. The amounts you pay for copayments and coinsurance for covered services from network providers count toward this in-network maximum out-of-pocket amount. (The amounts you pay for plan premiums and services from out-of-network providers do not count toward your in-network maximum out-of-pocket amount.) If you have paid \$6,700 for covered services from network providers, you will not have any out-of-pocket costs for the rest of the year when you see our network providers. However, you must continue to pay your plan premium and the Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

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

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- Your **combined maximum out-of-pocket amount** is \$10,000. This is the most you pay during the calendar year for covered services received from both in-network and out-of-network providers. The amounts you pay for copayments and coinsurance for covered services count toward this combined maximum out-of-pocket amount. (The amounts you pay for your plan premiums do not count toward your combined maximum out-of-pocket amount.) If you have paid \$10,000 for covered services, you will have 100% coverage and will not have any out-of-pocket costs for the rest of the year for covered services. However, you must continue to pay your plan premium and the Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

**Section 1.3 Our plan does not allow providers to “balance bill” you**

As a member of Presbyterian MediCare PPO Plan 1, an important protection for you is that you only have to pay your cost-sharing amount when you get services covered by our plan. We do not allow providers to add additional separate charges, called “balance billing.” This protection (that you never pay more than your cost-sharing amount) applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don’t pay certain provider charges.

Here is how this protection works.

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

**Chapter 4. Medical Benefits Chart (what is covered and what you pay)****SECTION 2 Use the *Medical Benefits Chart* to find out what is covered for you and how much you will pay****Section 2.1 Your medical benefits and costs as a member of the plan**

The Medical Benefits Chart on the following pages lists the services Presbyterian MediCare PPO Plan 1 covers and what you pay out-of-pocket for each service. The services listed in the Medical Benefits Chart are covered only when the following coverage requirements are met:

- Your Medicare covered services must be provided according to the coverage guidelines established by Medicare.
- Your services (including medical care, services, supplies, and equipment) *must* be medically necessary. “Medically necessary” means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- Some of the services listed in the Medical Benefits Chart are covered as in-network services *only* if your doctor or other network provider gets approval in advance (sometimes called “prior authorization”) from Presbyterian MediCare PPO Plan 1.
  - Covered services that need approval in advance to be covered as in-network services are marked in bold with, “**Authorization is required**” or “**Authorization rules may apply**” or “**Pre-Service Authorization is required.**” in the Medical Benefits Chart.
  - You never need approval in advance for out-of-network services from out-of-network providers.
  - While you don’t need approval in advance for out-of-network services, you or your doctor can ask us to make a coverage decision in advance.

Other important things to know about our coverage:

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

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

- If you receive the covered services from an out-of-network provider who does not participate with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for non-participating providers.
- Like all Medicare health plans, we cover everything that Original Medicare covers. For some of these benefits, you pay *more* in our plan than you would in Original Medicare. For others, you pay *less*. (If you want to know more about the coverage and costs of Original Medicare, look in your *Medicare & You 2022* handbook. View it online at [www.medicare.gov](http://www.medicare.gov) or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)
- **For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you also are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment will apply for the care received for the existing medical condition.**
- Sometimes, Medicare adds coverage under Original Medicare for new services during the year. If Medicare adds coverage for any services during 2022, either Medicare or our plan will cover those services.




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

**Medical Benefits Chart**

Services that are covered for you	What you must pay when you get these services
<b>Maximum out-of-pocket including copayments and coinsurances:</b> <ul style="list-style-type: none"> <li>• In-network maximum out-of-pocket amount</li> <li>• Combined maximum out-of-pocket amount</li> </ul>	<b>In-network:</b> \$6,700  <b>Out-of-network:</b> \$10,000

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

Services that are covered for you	What you must pay when you get these services
 <b>Abdominal aortic aneurysm screening</b> A one-time screening ultrasound for people at risk. The plan only covers this screening if you have certain risk factors and if you get a referral for it from your physician, physician assistant, nurse practitioner, or clinical nurse specialist.	<p><b>In-network:</b>  No Charge</p> <p>There is no coinsurance, copayment, or deductible for members eligible for this preventive screening.</p> <p><b>Out-of-network:</b>  You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>

**Chapter 4. Medical Benefits Chart (what is covered and what you pay)****Acupuncture for chronic low back pain**

Covered services include:

Up to 12 visits in 90 days are covered under the following circumstances.

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

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

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

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

**Provider Requirements:**

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

Physician assistants (PAs), nurse practitioners (NPs)/clinical nurse specialists (CNSs) (as identified in 1861(aa)(5) of the Act), and auxiliary personnel may furnish acupuncture if they meet all applicable states requirements and have:

- a masters or doctoral level degree in acupuncture or Oriental Medicine from a school accredited by the Accreditation Commission on Acupuncture and Oriental Medicine (ACAOM); and,
- a current, full, active, and unrestricted license to practice acupuncture in a State, Territory, or Commonwealth (i.e. Puerto Rico) of the United States, or District of Columbia.

**In-network:**

You pay a \$20 copayment per visit

**Out-of-network:**



You pay a \$60 copayment per visit




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

Services that are covered for you	What you must pay when you get these services
<p><b>Acupuncture for chronic low back pain (continued)</b></p> <p>Auxiliary personnel furnishing acupuncture must be under the appropriate level of supervision of a physician, PA, or NP/CNS required by our regulations at 42 CFR §§ 410.26 and 410.27.</p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Routine visits, up to 25 visits per year</li> </ul>	<p><b>In-network:</b> You pay a \$20 copayment per visit</p> <p><b>Out-of-network:</b> You pay a \$60 copayment per visit</p>
<p><b>Ambulance services</b></p> <ul style="list-style-type: none"> <li>• Covered ambulance services include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care 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.</li> <li>• We also cover the services of a licensed ambulance without prior authorization (including transportation through the 911 emergency response system where available) to the nearest appropriate facility if you believe that you have an emergency medical condition and that your condition requires the clinical support of ambulance transport services.</li> <li>• One copayment per day per trip when there is more than one trip in a single day.</li> <li>• Copayment is not waived if admitted.</li> </ul> <p><b>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.</b></p>	<p><b>Authorization required for non-emergency Medicare-covered service</b></p> <p><b>In- and out-of-network:</b> \$250 copayment per one-way trip</p> <p>No charge if you are transferred from one facility to another during a hospitalization.</p> <p>You may be responsible for 100% of the costs incurred when services are not medically necessary.</p>



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

Services that are covered for you	What you must pay when you get these services
 <b>Annual wellness visit</b> <p>If you've had Part B for longer than 12 months, you can get an annual wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. This is covered once every 12 months.</p> <p><b>Note:</b> Your first annual wellness visit can't take place within 12 months of your "Welcome to Medicare" preventive visit. However, you don't need to have had a "Welcome to Medicare" visit to be covered for annual wellness visits after you've had Part B for 12 months.</p>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for the annual wellness visit.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>
 <b>Bone mass measurement</b> <p>For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 24 months or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician's interpretation of the results.</p>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>


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

Services that are covered for you	What you must pay when you get these services
 <b>Breast cancer screening (mammograms)</b> Covered services include: <ul style="list-style-type: none"> <li>• One baseline mammogram between the ages of 35 and 39</li> <li>• One screening mammogram every 12 months for women age 40 and older</li> <li>• Clinical breast exams once every 24 months</li> </ul>	<b>In-network:</b> No Charge  There is no coinsurance, copayment, or deductible for covered screening mammograms.  <b>Out-of-network:</b> You pay a \$35 copayment  The applicable cost-sharing will apply to any non-preventive services you receive during this visit.
<b>Cardiac rehabilitation services</b> Comprehensive programs of cardiac rehabilitation services that include exercise, education, and counseling are covered for members who meet certain conditions with a doctor's order. The plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs. <ul style="list-style-type: none"> <li>• Maximum of 36 sessions per calendar year with the option for an additional 36 sessions based on medical necessity.</li> </ul>	<b>In-network:</b> No Charge  <b>Out-of-network:</b> You pay a \$35 copayment per visit


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

Services that are covered for you	What you must pay when you get these services
 <b>Cardiovascular disease risk reduction visit (therapy for cardiovascular disease)</b> <p>We cover one visit per year with your primary care doctor to help lower your risk for cardiovascular disease. During this visit, your doctor may discuss aspirin use (if appropriate), check your blood pressure, and give you tips to make sure you're eating healthy.</p>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for the intensive behavioral therapy cardiovascular disease preventive benefit.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>
 <b>Cardiovascular disease testing</b> <p>Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) once every 5 years (60 months).</p>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every 5 years.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>

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

Services that are covered for you	What you must pay when you get these services
 <b>Cervical and vaginal cancer screening</b> Covered services include: <ul style="list-style-type: none"> <li>• For all women: Pap tests and pelvic exams are covered once every 24 months</li> <li>• 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</li> </ul>	<b>In-network:</b> No Charge  There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.  <b>Out-of-network:</b> You pay a \$35 copayment  The applicable cost-sharing will apply to any non-preventive services you receive during this visit.
<b>Chiropractic services</b> Covered services include: <ul style="list-style-type: none"> <li>• Manual manipulation of the spine to correct subluxation</li> <li>• Routine visits, up to 25 visits per year</li> </ul>	<b>In-network:</b> You pay a \$20 copayment  <b>Out-of-network:</b> You pay a \$60 copayment

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

Services that are covered for you	What you must pay when you get these services
<p> <b>Colorectal cancer screening</b></p> <p>For people 50 and older, the following are covered:</p> <ul style="list-style-type: none"> <li>• Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months</li> </ul> <p>One of the following every 12 months:</p> <ul style="list-style-type: none"> <li>• Guaiac-based fecal occult blood test (gFOBT)</li> <li>• Fecal immunochemical test (FIT)</li> </ul> <p>DNA based colorectal screening every 3 years</p> <p>For people at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none"> <li>• Screening colonoscopy (or screening barium enema as an alternative) every 24 months</li> </ul> <p>For people not at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none"> <li>• Screening colonoscopy every 10 years (120 months), but not within 48 months of a screening sigmoidoscopy</li> </ul>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for a Medicare-covered colorectal cancer screening exam.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>

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

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

- Medically-necessary services by a dentist or an oral surgeon for surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatment of neoplastic disease, or services that would be covered when provided by a medical provider.

**Basic Dental**

- Periodic oral evaluation, extensive oral exams, re-evaluation-limited problem focused – two every 12 months.
- Limited oral exams – three per 12 months.
- Comprehensive oral exam and comprehensive periodontal evaluation - one every 36 months per provider or location.
- Palliative treatment.
- Prophylaxis, scaling in presence of generalized moderate or severe gingival inflammation, full mouth – two every 12 months.
- Periodontal maintenance procedures (following active therapy) four every 12 months.
- Topical application of fluoride varnish, topical fluoride – two every 12 months.
- Bitewings (one, two three four images) – one every 12 months.
- Intraoral complete series, Vertical bitewings, Panoramic radiographic image-one every 36 months.
- Intraoral periapical image.
- Intraoral occlusal radiographic image – two every 24 months.

For more information about Comprehensive Dental Plan Benefits, see Section 2.2. (Extra “optional supplemental” benefits you can buy).

**In-network:**

You pay a \$50 copayment

**Out-of-network:**

You pay a \$60 copayment



**In-network:**

You pay a \$0 copayment for all services.

**Out-of-network:**

Claims are based on in-network fee schedule rates. You are responsible for the difference from the billed amount.

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

Services that are covered for you	What you must pay when you get these services
 <b>Depression screening</b> <p>We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and/or referrals.</p>	<p><b>In-network:</b>  No Charge</p> <p>There is no coinsurance, copayment, or deductible for an annual depression screening visit.</p> <p><b>Out-of-network:</b>  You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>
 <b>Diabetes screening</b> <p>We cover this screening (includes fasting glucose tests) if you have any of the following risk factors: high blood pressure (hypertension), history of abnormal cholesterol and triglyceride levels (dyslipidemia), obesity, or a history of high blood sugar (glucose). Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes.</p> <p>Based on the results of these tests, you may be eligible for up to two diabetes screenings every 12 months.</p>	<p><b>In-network:</b>  No Charge</p> <p>There is no coinsurance, copayment, or deductible for the Medicare covered diabetes screening tests.</p> <p><b>Out-of-network:</b>  You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>



**Chapter 4. Medical Benefits Chart (what is covered and what you pay)**
**Diabetes self-management training, diabetic services and supplies**

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

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

**In-network:**

No Charge

**Out-of-network:**

You pay a 25% coinsurance

- Standard test strips and lancets are limited to a quantity limit of 102 per 30 days for non-insulin dependent members and 204 per 30 days for insulin dependent members

Coverage is limited to Accu-Chek branded products

- For people with diabetes who have severe diabetic foot disease: One pair per calendar year of therapeutic custom-molded shoes (including inserts provided with such shoes) and two additional pairs of inserts, or one pair of depth shoes and three pairs of inserts (not including the non-customized removable inserts provided with such shoes). Coverage includes fitting.

**In-network:**

You pay a 20% coinsurance

**Out-of-network:**

You pay a 25% coinsurance

- Diabetes self-management training is covered under certain conditions

**In-network:**

No Charge

**Out-of-network:**

You pay a 25% coinsurance

\* Continuous Glucose Monitors (CGM) and Supplies are covered under Durable Medical Equipment (DME) services. Please refer to the DME section for coinsurance information on CGM products

**Authorization rules apply for continuous glucose monitor products.**

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

Services that are covered for you	What you must pay when you get these services
<p><b>Durable medical equipment (DME) and related supplies</b> (For a definition of “durable medical equipment,” see Chapter 12 of this booklet.)</p> <p>Covered items include, but are not limited to: wheelchairs, crutches, powered mattress systems, diabetic supplies, hospital beds ordered by a provider for use in the home, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, and walkers.</p> <p>We cover all medically necessary DME covered by Original Medicare. If our DME supplier in your area does not carry a particular brand or manufacturer, you may ask them if they can special order it for you. For the most recent list of DME suppliers available in our provider directory, please contact customer service.</p> <p>Generally, Presbyterian MediCare PPO Plan 1 covers any DME covered by Original Medicare from the brands and manufacturers on this list. We will not cover other brands and manufacturers unless your doctor or other provider tells us that the brand is appropriate for your medical needs. However, if you are new to Presbyterian MediCare PPO Plan 1 and are using a brand of DME that is not on our list, we will continue to cover this brand for you for up to 90 days. During this time, you should talk with your doctor to decide what brand is medically appropriate for you after this 90-day period. (If you disagree with your doctor, you can ask him or her to refer you for a second opinion.)</p> <p>If you (or your provider) don’t agree with the plan’s coverage decision, you or your provider may file an appeal. You can also file an appeal if you don’t agree with your provider’s decision about what product or brand is appropriate for your medical condition. (For more information about appeals, see Chapter 9, <i>What to do if you have a problem or complaint (coverage decisions, appeals, complaints).</i>)</p>	<p><b>Authorization rules may apply.</b></p> <p><b>In-network:</b> No charge on ostomy supplies</p> <p><b>Out-of-network:</b> You pay a 25% coinsurance on ostomy supplies</p> <p><b>In-network:</b> You pay a 20% coinsurance</p> <p><b>Out-of-network:</b> You pay a 25% coinsurance</p>


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

Services that are covered for you	What you must pay when you get these services
<p><b>Emergency care</b></p> <p>Emergency care refers to services that are:</p> <ul style="list-style-type: none"> <li>• Furnished by a provider qualified to furnish emergency services, and</li> <li>• Needed to evaluate or stabilize an emergency medical condition</li> </ul> <p>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.</p> <p>Cost-sharing for necessary emergency services furnished out-of-network is the same as for such services furnished in-network.</p> <p>You have worldwide emergency coverage.</p> <ul style="list-style-type: none"> <li>• If you are admitted to the hospital within 24 hours, you do not have to pay your emergency room copayment.</li> <li>• Emergent air and ground transportation is covered to the nearest appropriate facility.</li> <li>• You may need to file a claim for reimbursement unless the provider agrees to bill us (see Chapter 7, Section 2.1).</li> </ul>	<p><b>In- and out-of-network:</b></p> <p>You pay a \$90 copayment per emergency department visit</p> <p>This copayment does not apply if you are admitted to the hospital within 24 hours for the same condition.</p> <p>If you receive emergency care at an out-of-network hospital and need inpatient care after your emergency condition is stabilized, you must move to a network hospital in order to pay the in-network cost-sharing amount for the part of your stay after you are stabilized. If you stay at the out-of-network hospital, your stay will be covered but you will pay the out-of-network cost-sharing amount for the part of your stay after you are stabilized.</p>

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

Services that are covered for you	What you must pay when you get these services
<p><b>Genetic testing and consultation</b></p> <ul style="list-style-type: none"> <li>Genetic counseling by an appropriately licensed individual (in support of anticipated genetic testing or to discuss the results of genetic testing)</li> <li>Genetic testing is covered as determined by regulatory statute and medical necessity criteria based on peer-reviewed clinical guidelines and professional organizations</li> </ul>	<p><b>Pre-Service Authorization is required for in-network services only.</b></p> <p><b>In-network:</b>  PCP office visits:  You pay a \$15 copayment</p> <p>Specialist visits:  You pay a \$50 copayment</p> <p><b>Out-of-network:</b>  PCP office visits:  You pay a \$35 copayment</p> <p>Specialist visits:  You pay a \$60 copayment</p> <p><b>In-network:</b>  No Charge</p> <p><b>Out-of-network:</b>  You pay a 20% coinsurance</p>

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

Services that are covered for you	What you must pay when you get these services
<p> <b>Health and wellness education programs</b></p> <p>We cover a variety of health educations counseling programs to help you take an active role in protecting and improving your health, including programs for chronic medical conditions. These are programs focused on health conditions such as:</p> <ul style="list-style-type: none"><li>• Asthma</li><li>• Chronic obstructive pulmonary disease (COPD)</li><li>• Congestive heart failure</li><li>• Coronary artery disease</li><li>• Diabetes</li><li>• Hypertension</li><li>• Nutrition</li><li>• Obesity</li><li>• Stress management</li><li>• Tobacco-cessation</li></ul> <p>For more information about our health education counseling, classes, programs and materials, please contact customer service at (505) 923-6060 or 1-800-797-5343 (TTY 711).</p>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for health and wellness education programs.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>

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

Services that are covered for you	What you must pay when you get these services
<p><b>Healthways SilverSneakers® Fitness Center Memberships</b></p> <p><b>SilverSneakers® Membership</b></p> <p>SilverSneakers can help you live a healthier, more active life through fitness and social connection. You are covered for a fitness benefit through SilverSneakers at participating locations<sup>1</sup>. You have access to instructors who lead specially designed group exercise classes at participating locations nationwide<sup>1</sup>. You can take classes<sup>2</sup> plus use exercise equipment and other amenities. Additionally, SilverSneakers FLEX® gives you options to get active outside of traditional gyms (like recreation centers, malls and parks). SilverSneakers also connects you to a support network and virtual resources through SilverSneakers LIVE, SilverSneakers On Demand™ and our mobile app, SilverSneakers GO™. All you need to get started is your personal SilverSneakers® ID number. Go to <a href="https://www.silver-sneakers.com">SilverSneakers.com</a> to learn more about your benefit or call 1-888-423-4632 (TTY 711) Monday through Friday, 8 a.m. to 8 p.m. ET.</p> <p><b>Always talk with your doctor before starting an exercise program.</b></p> <ol style="list-style-type: none"> <li>1. Participating locations (“PL”) are not owned or operated by Tivity Health, Inc. or its affiliates. Use of PL facilities and amenities is limited to terms and conditions of PL basic membership. Facilities and amenities vary by PL.</li> <li>2. Membership includes SilverSneakers instructor-led group fitness classes. Some locations offer members additional classes. Classes vary by location.</li> </ol> <p>SilverSneakers and SilverSneakers FLEX are registered trademarks of Tivity Health, Inc. SilverSneakers On-Demand and SilverSneakers Go are trademarks of Tivity Health, Inc.</p>	<p><b>In-network:</b> No Charge</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p>
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**Chapter 4. Medical Benefits Chart (what is covered and what you pay)**

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<b>Services that are covered for you</b>	<b>What you must pay</b> when you get these services
<p><b>Hearing services</b></p> <p>Diagnostic hearing and balance evaluations performed by your provider to determine if you need medical treatment are covered as outpatient care when furnished by a physician, audiologist, or other qualified provider.</p> <ul style="list-style-type: none"><li>• One (1) routine hearing exam each year</li><li>• The applicable cost-sharing will apply to any additional exams.</li></ul>	<p><b>In-network:</b> No Charge</p> <p><b>Out-of-network:</b> You pay a \$60 copayment</p>

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

Services that are covered for you	What you must pay when you get these services
<b>Hearing Aids</b>	
<p>Up to two TruHearing-branded hearing aids every year (one per ear per year). Benefit is limited to TruHearing's Advanced and Premium hearing aids, which come in various styles and colors. Premium hearing aids are available in rechargeable style options for an additional \$50 per aid.</p>	<p><b>In-network:</b>            You pay a \$699 copayment per aid for Advanced Aids            You pay a \$999 copayment per aid for Premium Aids</p>
<p>Benefit is combined in- and out-of-network. TruHearing provider must be used for in- and out-of-network hearing aid benefit. You must see a TruHearing provider to use this benefit.</p>	<p>TruHearing-branded hearing aids only</p>
<p><b>Hearing aid purchase includes:</b></p>	
<ul style="list-style-type: none"> <li>• First year of follow-up provider visits</li> <li>• 60-day trial period</li> <li>• 3-year extended warranty</li> <li>• 80 batteries per aid for non-rechargeable models</li> </ul>	
<p><b>Benefit does not include or cover any of the following:</b></p>	
<ul style="list-style-type: none"> <li>• Additional cost for optional hearing aid rechargeability</li> <li>• Ear molds</li> <li>• Hearing aid accessories</li> <li>• Additional provider visits</li> <li>• Additional batteries, batteries when a rechargeable hearing aid is purchased</li> <li>• Hearing aids that are not TruHearing-branded hearing aids</li> <li>• Costs associated with loss and damage warranty claims</li> </ul>	
<p>Costs associated with excluded items are the responsibility of the member and not covered by the plan.</p>	
<p>Routine hearing exam cost and hearing aid copayments are not subject to the out-of-pocket maximum.</p>	



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

Services that are covered for you	What you must pay when you get these services
 <b>HIV screening</b> For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover: <ul style="list-style-type: none"> <li>• One screening exam every 12 months</li> </ul> For women who are pregnant, we cover: <ul style="list-style-type: none"> <li>• Up to three screening exams during a pregnancy</li> </ul>	<b>In-network:</b> No Charge  There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.  <b>Out-of-network:</b> You pay a \$35 copayment  The applicable cost-sharing will apply to any non-preventive services you receive during this visit.

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

Services that are covered for you	What you must pay when you get these services
<p><b>Home health agency care</b></p> <p>Prior to receiving home health services, a doctor must certify that you need home health services and will order home health services to be provided by a home health agency. You must be homebound, which means leaving home is a major effort.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Part-time or intermittent skilled nursing and home health aide services (To be covered under the home health care benefit, your skilled nursing and home health aide services combined must total fewer than 8 hours per day and 35 hours per week)</li> <li>• Physical therapy, occupational therapy, and speech therapy</li> <li>• Medical and social services</li> <li>• Medical equipment and supplies</li> </ul> <p>Home health care services are provided by Presbyterian Home Health. If another agency is preferred, the agency must be part of the Presbyterian network and services require prior authorization through Presbyterian Health Plan.</p> <p><b>Non-covered services include, but are not limited to:</b></p> <ul style="list-style-type: none"> <li>• Custodial care</li> <li>• Personal care attendant</li> <li>• Personal care services (PCS)</li> </ul>	<p><b>Authorization is required.</b></p> <p><b>In- and out-of-network:</b> No Charge</p> <p>There is no cost-sharing for medical equipment and supplies covered under the home health benefit in accordance with Medicare guidelines.</p> <p>However, the applicable cost-sharing listed elsewhere in this Medical Benefits Chart will apply if the item is covered under a different benefit, for example, durable medical equipment and related supplies.</p> <p>You are responsible for 100% of the costs.</p>
<p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• A home health aide cannot provide the services by himself or herself, a nurse needs to be present.</li> <li>• Both the nurse and the aide are considered intermittent. This means they are there for the services needed (such as when the home health aide helps with a bath) and do not stay to assist with custodial care.</li> <li>• Skilled nursing means you need a nurse for such things as wound care, catheter care, medication changes, etc.</li> </ul>	

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

Services that are covered for you	What you must pay when you get these services
<p><b>Home infusion therapy</b></p> <p>Home infusion therapy involves the intravenous or subcutaneous administration of drugs or biologicals to an individual at home. The components needed to perform home infusion include the drug (for example, antivirals, immune globulin), equipment (for example, a pump), and supplies (for example, tubing and catheters).</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Professional services, including nursing services, furnished in accordance with the plan of care</li> <li>• Patient training and education not otherwise covered under the durable medical equipment benefit</li> <li>• Remote monitoring</li> <li>• Monitoring service for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy supplier</li> </ul>	<p><b>Prior Authorization may be required.</b></p> <p><b>In- and out-of-network:</b> No Charge</p> <p>Any applicable cost-sharing may also apply to Part B or Part D prescription drugs you receive during the appointment.</p>

**Chapter 4. Medical Benefits Chart (what is covered and what you pay)****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 diagnosis 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 diagnosis: Original Medicare (rather than our plan) will pay for your hospice services and any Part A and Part B services related to your terminal diagnosis. 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 diagnosis: 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 diagnosis, 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 plan cost sharing for out-of-network services.

For services that are covered by Presbyterian MediCare PPO Plan 1 but are not covered by Medicare Part A or B: Presbyterian MediCare PPO Plan 1 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 diagnosis. You pay your plan cost-sharing amount for these services.

When you enroll in a Medicare-certified hospice program, your hospice services and your Part A and Part B services related to your terminal diagnosis are paid for by Original Medicare, not Presbyterian MediCare PPO Plan 1.

You pay your plan cost-sharing amount for these services.

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

Services that are covered for you	What you must pay when you get these services
<p><b>Hospice care (continued)</b></p> <p><b>Note:</b> If you need non-hospice care (care that is not related to your terminal diagnosis), you should contact us to arrange the services.</p> <p>Our plan covers hospice consultation services (one time only) for a terminally ill person who hasn't elected the hospice benefit.</p>	
<p> <b>Immunizations</b></p> <p>Covered Medicare Part B services include:</p> <ul style="list-style-type: none"> <li>• Pneumonia vaccine</li> <li>• Flu shots, once each flu season in the fall and winter, with additional flu shots if medically necessary</li> <li>• Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B</li> <li>• COVID-19 vaccine</li> <li>• Other vaccines if you are at risk and they meet Medicare Part B coverage rules</li> </ul> <p><b>Some immunization restrictions apply and include, but are not limited to:</b></p> <ul style="list-style-type: none"> <li>• High dosage flu shot</li> </ul>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for the pneumonia, influenza, and Hepatitis B, and COVID-19 vaccines.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p> <p>Not covered for members under the age of 65.</p>

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

Services that are covered for you	What you must pay when you get these services
<p><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>Covered services include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Semi-private room (or a private room if medically necessary)</li> <li>• Meals including special diets</li> <li>• Regular nursing services</li> <li>• Costs of special care units (such as intensive 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> <li>• Inpatient substance abuse services</li> </ul>	<p><b>Authorization is required for in-network services only.</b></p> <p><b>In-network:</b> Per admission, you pay a copayment of \$325 per day for days 1-5.</p> <p><b>Out-of-network:</b> Per admission, you pay a copayment of \$500 per day for days 1-5.</p> <p>There is no charge for the remainder of your covered hospital stay and no limit to the number of days covered by the plan based on medical necessity.</p>

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

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**Inpatient hospital care (continued)**

- 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 Presbyterian MediCare PPO Plan 1 provides transplant services at a location outside the pattern of care for transplants in your community and you choose to obtain transplants at this distant location, we will arrange or pay for appropriate lodging and transportation costs for you and a companion.
- Blood - including storage and administration. Coverage of whole blood and packed red cells begins with the first pint of blood that you need.
- Physician services

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.

If you are admitted to the hospital in 2021 and are not discharged until sometime in 2022, the 2021 cost-sharing will apply to that admission until you are discharged from the hospital or skilled nursing facility.

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

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

Services that are covered for you	What you must pay when you get these services
<b>Inpatient hospital care (continued)</b>	
<p><b>Note:</b> To be an inpatient, your provider must write an order to admit you formally as an inpatient of the hospital. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” If you are not sure if you are an inpatient or an outpatient, you should ask the hospital staff.</p>	
<p>You can also find more information in a Medicare fact sheet called “Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!” This fact sheet is available on the Web at <a href="http://www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf">www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>	




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

Services that are covered for you	What you must pay when you get these services
<p><b>Inpatient mental health care</b></p> <p>Covered services include mental health care services that require a hospital stay.</p> <p>To arrange for covered services, please call customer service (phone numbers are printed on the back cover of this booklet).</p> <p>If you get authorized inpatient care at an out-of-network hospital after your emergency condition is stabilized, your cost is the cost-sharing you would pay at a network hospital.</p> <p>If you are admitted to the hospital in 2021 and are not discharged until sometime in 2022, the 2021 cost-sharing will apply to that admission until you are discharged from the hospital or skilled nursing facility.</p> <p>If you receive emergency care at an out-of-network hospital and need inpatient care after your emergency condition is stabilized, you must move to a network hospital in order to pay the in-network cost-sharing amount for the part of your stay after you are stabilized. If you stay at the out-of-network hospital, your stay will be covered, but you will pay the out-of-network cost-sharing amount for the part of your stay after you are stabilized.</p>	<p><b>Authorization is required for in-network services only.</b></p> <p><b>In-network:</b> Per admission, you pay a copayment of \$325 per day for days 1-5.</p> <p><b>Out-of-network:</b> Per admission, you pay a copayment of \$500 per day for days 1-5.</p> <p>There is no charge for the remainder of your covered hospital stay and no limit to the number of days covered by the plan based on medical necessity.</p>


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

Services that are covered for you	What you must pay when you get these services
<p><b>Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay</b></p> <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 the skilled nursing facility (SNF). Covered services include, but are not limited to:</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>You are responsible for 100% of the costs.</p>

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

Services that are covered for you	What you must pay when you get these services
<p> <b>Medical nutrition therapy</b></p> <p>This benefit is for people with diabetes, renal (kidney) disease (but not on dialysis), or after a kidney transplant when ordered by your doctor.</p> <p>We cover 3 hours of one-on-one counseling services during your first year that you receive medical nutrition therapy services under Medicare (this includes our plan, any other Medicare Advantage plan, or Original Medicare), and 2 hours each year after that. If your condition, treatment, or diagnosis changes, you may be able to receive more hours of treatment with a physician's order. A physician must prescribe these services and renew their order yearly if your treatment is needed into the next calendar year.</p> <p><b>Additional Medical Nutrition Therapy (MNT) Sessions:</b></p> <p>There are no limits on the number of medical nutrition therapy (MNT) sessions provided by a registered dietitian or other nutrition professional.</p> <p><b>Non-covered services include, but are not limited to:</b></p> <ul style="list-style-type: none"> <li>• Weight-loss treatment, including but are not limited to:             <ul style="list-style-type: none"> <li>○ Dietary supplements</li> <li>○ Exercise and weight loss programs</li> <li>○ Medications</li> <li>○ Self-help groups</li> </ul> </li> </ul>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p> <p>You are responsible for 100% of the costs.</p>

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

Services that are covered for you	What you must pay when you get these services
 <b>Medicare Diabetes Prevention Program (MDPP)</b> MDPP services will be covered for eligible members. 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. For more information about the Medicare Diabetes Prevention Program, please contact The Solutions Group at (505) 923-5454 to leave a message (TTY 711) or email them at <a href="mailto:wellness@phs.org">wellness@phs.org</a> .	<b>In-network:</b> No Charge There is no coinsurance, copayment, or deductible for the MDPP benefit. <b>Out-of-network:</b> You pay a \$35 copayment The applicable cost-sharing will apply to any non-preventive services you receive during this visit.

**Chapter 4. Medical Benefits Chart (what is covered and what you pay)****Medicare Part B prescription drugs**

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

- Drugs that usually aren't self-administered by the patient and are injected or infused while you are getting physician, hospital outpatient, or ambulatory surgical center services
- We also cover some vaccines under our Part B prescription drug benefit
- Drugs you take using durable medical equipment (such as nebulizers) that were authorized by the plan
- Clotting factors you give yourself by injection if you have hemophilia
- Immunosuppressive Drugs, if you were enrolled in Medicare Part A at the time of the organ transplant
- Injectable osteoporosis drugs, if you are homebound, have a bone fracture that a doctor certifies was related to post-menopausal osteoporosis, and cannot self-administer the drug
- Antigens
- Certain oral anti-cancer drugs and anti-nausea drugs
- Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics, and erythropoiesis-stimulating agents (such as Epogen®, Procrit®, Epoetin Alfa, Aranesp®, or Darbepoetin Alfa)
- Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases
- Drugs/and or categories that may be subject to Step Therapy include: Prolia, Viscosupplementation, Botox, Filgrastim, Pegfilgrastim, Immunoglobulins, Rituximab, Avastin. This is subject to change per visit the link below for the most up to date version.

The following link will take you to a list of Part B Drugs that may be subject to Step Therapy:

[https://onbaseext.phs.org/PEL/DisplayDocument?ContentID=PEL\\_00956495](https://onbaseext.phs.org/PEL/DisplayDocument?ContentID=PEL_00956495)

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

**Medicare Part B drugs may require prior authorization.****Drugs may also be subject to Step Therapy requirements.****In-network:**

\$10 copayment for Part B prescription drugs when purchased through a retail pharmacy

20% coinsurance for Part B drugs that are administered by a provider


**Out-of-network:**

20% coinsurance for Part B prescription drugs when purchased through a retail pharmacy

20% coinsurance for Part B drugs that are administered by a provider

If administered through a provider's office, some medications are required to be obtained through the designated specialty network provider and delivered to the facility that your provider's office.

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

Services that are covered for you	What you must pay when you get these services
<p><b>Nursing Hotline – PresRN</b></p> <p>You have member access to PresRN, a nurse advice line service that is available 24-hours a day, seven days a week, including holidays.</p> <p>For more information, see Chapter 3, section 3.2.</p> <p>(505) 923-5573</p> <p>(Subject to applicable local/long distance charges, depending on your phone plan.)</p>	<p><b>In-network:</b> No Charge</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p>
<p> <b>Obesity screening and therapy to promote sustained weight loss</b></p> <p>If you have a body mass index of 30 or more, we cover intensive counseling to help you lose weight. This counseling is covered if you get it in a primary care setting, where it can be coordinated with your comprehensive prevention plan. Talk to your primary care doctor or practitioner to find out more.</p>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for preventive obesity screening and therapy.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>

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

Services that are covered for you	What you must pay when you get these services
<p><b>Opioid treatment program services</b></p> <p>Members of our plan with opioid use disorder (OUD) can receive coverage of services to treat OUD through an Opioid Treatment Program (OTP) which includes the following services:</p> <ul style="list-style-type: none"> <li>• U.S. Food and Drug Administration (FDA)-approved opioid agonist and antagonist medication-assisted treatment (MAT) medications.</li> <li>• Dispensing and administration of MAT medications (if applicable)</li> <li>• Substance use counseling</li> <li>• Individual and group therapy</li> <li>• Toxicology testing</li> <li>• Intake activities</li> <li>• Periodic assessments</li> </ul>	<p><b>In-network:</b> You pay a \$40 copayment per session</p> <p><b>Out-of-network:</b> You pay a 50% coinsurance per session</p>

**Chapter 4. Medical Benefits Chart (what is covered and what you pay)****Outpatient diagnostic tests and therapeutic services and supplies****Authorization rules may apply.**

Covered services include, but are not limited to:

- Radiation (radium and isotope) therapy including technician materials and supplies
- Surgical supplies, such as dressings
- Splints, casts and other devices used to reduce fractures and dislocations
- Laboratory tests
- Blood - including storage and administration. Coverage of whole blood and packed red cells begins with the first pint of blood that you need.
- Allergy evaluation and testing
- Allergy injections
- Allergy testing and treatment materials administered during a covered visit
- Diagnostic mammograms
- Diversion of nuclear stress-to-stress echo studies
- Electrocardiograms
- Electroencephalograms
- Nuclear cardiology
- Sleep studies

**In-network:**

No Charge

**Out-of-network:**

You pay a 20% coinsurance

- X-rays and ultrasounds

**In-network:**

You pay a \$20 copayment

**Out-of-network:**

You pay a 20% coinsurance

- Other outpatient diagnostic tests
  - Computed tomography (CT)
  - Magnetic resonance angiogram (MRA)
  - Magnetic resonance imaging (MRI)
  - Positron emission tomography (PET)
- Bone mass measurement
  - For information on bone densitometry, refer to “bone mass measurement” services in this chart.

**Authorization is required for in-network services only.****In-network:**

You pay a \$300 copayment

**Out-of-network:**

You pay a 20% coinsurance



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

Services that are covered for you	What you must pay when you get these services
<p><b>Outpatient hospital observation</b></p> <p>Observation services are hospital outpatient services given to determine if you need to be admitted as an inpatient or can be discharged.</p> <p>For outpatient hospital observation services to be covered, they must meet the Medicare criteria and be considered reasonable and necessary. Observation services are covered only when provided by the order of a physician or another individual authorized by state licensure law and hospital staff bylaws to admit patients to the hospital or order outpatient tests.</p> <p><b>Note:</b> Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” If you are not sure if you are an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called “Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!” This fact sheet is available on the Web at <a href="http://www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf">www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>	<p><b>In-network:</b> You pay a \$90 copayment</p> <p><b>Out-of-network:</b> You pay a 20% coinsurance</p>

**Chapter 4. Medical Benefits Chart (what is covered and what you pay)****Outpatient hospital services**

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

Covered services include, but are not limited to:

- Services in an emergency department or outpatient clinic, such as observation services or outpatient surgery
- Laboratory and diagnostic tests billed by the hospital
- Mental health care, including care in a partial-hospitalization program, if a doctor certifies that inpatient treatment would be required without it

**Authorization rules may apply.**

**In- and out-of-network emergency department visits:**

You pay a \$90 copayment per visit

**In-network outpatient surgery:**

You pay a \$325 copayment when it is provided in an outpatient or ambulatory surgical center

**Out-of-network outpatient surgery:**

You pay a 20% coinsurance when it is provided in an outpatient or ambulatory surgical center

**In-network:**

No Charge

**Out-of-network:**

You pay a 20% coinsurance

**In-network:**

You pay a \$40 copayment for individual or group therapy visits

**Out-of-network:**

You pay a 50% coinsurance for individual or group therapy visits

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

Services that are covered for you	What you must pay when you get these services
<b>Outpatient hospital services (continued)</b>	
<ul style="list-style-type: none"> <li>• X-rays, ultrasounds and other radiology services billed by the hospital</li> </ul>	<p><b>In-network:</b> You pay a \$20 copayment</p> <p><b>Out-of-network:</b> You pay a 20% coinsurance</p>
<ul style="list-style-type: none"> <li>• Medical supplies such as splints and casts</li> </ul>	<p><b>In-network:</b> No Charge</p> <p><b>Out-of-network:</b> No Charge</p>
<ul style="list-style-type: none"> <li>• Certain drugs and biologicals that you can't give yourself</li> </ul>	<p><b>In-network:</b> You pay a 20% coinsurance</p> <p><b>Out-of-network:</b> You pay a 20% coinsurance</p>
<p><b>Note:</b> Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you are not sure if you are an outpatient, you should ask the hospital staff.</p>	
<p>You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at <a href="http://www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf">www.medicare.gov/Pubs/pdf/11435-Are-You-an-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>	

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

Services that are covered for you	What you must pay when you get these services
<p><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>You may receive an unlimited number of individual and group therapy counseling sessions.</p> <p>To arrange for covered services, please call the Behavioral Health line at 1-800-424-4657.</p>	<p><b>In-network:</b> You pay a \$40 copayment for individual or group therapy visits</p> <p><b>Out-of-network:</b> You pay a 50% coinsurance for individual or group therapy visits</p>
<p><b>Outpatient rehabilitation services</b></p> <p>Covered services include: physical therapy, occupational therapy, and speech language therapy.</p> <p>Outpatient rehabilitation services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs).</p>	<p><b>In-network:</b> You pay a \$25 copayment</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p>
<p><b>Outpatient substance abuse services</b></p> <p>Substance abuse 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>We provide treatment and counseling services to diagnose and treat substance abuse including:</p> <ul style="list-style-type: none"> <li>• Group therapy visits</li> <li>• Individual therapy visits</li> </ul> <p>To arrange for covered services, please call the Behavioral Health line at 1-800-424-4657.</p>	<p><b>In-network:</b> You pay a \$40 copayment for individual or group therapy visits</p> <p><b>Out-of-network:</b> You pay a 50% coinsurance for individual or group therapy visits</p>

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

Services that are covered for you	What you must pay when you get these services
<p><b>Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers</b></p> <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>	<p><b>Authorization rules may apply.</b></p> <p><b>In-network:</b> You pay a \$325 copayment</p> <p><b>Out-of-network:</b> You pay a 20% coinsurance</p>
<p><b>Partial hospitalization services</b></p> <p>“Partial hospitalization” is a structured program of active psychiatric treatment provided as a hospital outpatient service or by a community mental health center, that is more intense than the care received in your doctor’s or therapist’s office and is an alternative to inpatient hospitalization.</p> <p>To arrange for covered services, please call the Behavioral Health line at 1-800-424-4657.</p>	<p><b>In-network:</b> You pay a \$40 copayment for partial hospitalization for psychiatric treatment</p> <p><b>Out-of-network:</b> You pay a 50% coinsurance for partial hospitalization for psychiatric treatment</p>

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

Services that are covered for you	What you must pay when you get these services
<b>Physician/Practitioner services, including doctor's office visits</b>	
Covered services include:	
<ul style="list-style-type: none"> <li>Medically-necessary medical care or surgery services furnished in a physician's office, certified ambulatory surgical center, hospital outpatient department, or any other location</li> </ul>	<b>Outpatient ambulatory surgery:</b> In-network: You pay a \$325 copayment  Out-of-network: You pay a 20% coinsurance
<ul style="list-style-type: none"> <li>Consultation, diagnosis, and treatment by a specialist</li> <li>Basic hearing and balance exams performed by your specialist, if your doctor orders it to see if you need medical treatment</li> <li>Second opinion by another network provider prior to surgery</li> <li>Non-routine dental care (covered services are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician)</li> </ul>	<b>PCP office visits/other health care professionals:</b> In-network: You pay a \$15 copayment  Out-of-network: You pay a \$35 copayment  <b>Specialist visits:</b> In-network: You pay a \$50 copayment  Out-of-network: You pay a \$60 copayment
<ul style="list-style-type: none"> <li>Certain telehealth services, including:               <ul style="list-style-type: none"> <li>PCP/other health care professional services, specialist services</li> <li>outpatient rehabilitation services including physical, occupational, and speech language therapy</li> <li>Urgently needed services</li> <li>Individual and group sessions for mental health specialty, psychiatric, and outpatient substance use disorder services</li> </ul> </li> </ul>	<b>In-network:</b> No Charge  <b>Out-of-network:</b> Cost-sharing for these types of telehealth service categories is the same as services rendered in person.

**Chapter 4. Medical Benefits Chart (what is covered and what you pay)****Physician/Practitioner services, including doctor's office visits (continued)**

You have the option of getting these services through an in-person visit or by telehealth.

If you choose to get one of these services by telehealth, you must use a network provider who offers the service by telehealth.

Cost-sharing for other types of telehealth service categories is the same as services rendered in person.

- Telehealth services for monthly ESRD-related visits for home dialysis members in a hospital-based or critical access hospital-based renal dialysis center, renal dialysis facility, or the member's home
- Telehealth services to diagnose, evaluate or treat symptoms of a stroke regardless of your location
- Telehealth services for members with a substance use disorder or co-occurring mental health disorder, regardless of their location
- Virtual check-ins (for example, by phone or video chat) with your doctor for 5-10 minutes **if**:
  - You're not a new patient **and**
  - The check-in isn't related to an office visit in the past 7 days **and**
  - The check-in doesn't lead to an office visit within 24 hours or the soonest available appointment
- Evaluation of video and/or images you send to your doctor, and interpretation and follow-up by your doctor within 24 hours **if**:
  - You're not a new patient **and**
  - The evaluation isn't related to an office visit in the past 7 days **and**
  - The evaluation doesn't lead to an office visit within 24 hours or the soonest available appointment
- Consultation your doctor has with other doctors by phone, internet, or electronic health record

**In-network:**

No Charge

**Out-of-network:**


Cost-sharing for listed telehealth service categories is the same as services rendered in person.

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



Services that are covered for you	What you must pay when you get these services
<b>Physician/Practitioner services, including doctor's office visits (continued)</b>	
<p><b>Video Visits</b></p> <p>Video Visits give you access to health care providers licensed in New Mexico, anytime, without an appointment, from your:</p> <ul style="list-style-type: none"> <li>• Home</li> <li>• Office</li> <li>• Other location with mobile data or Wi-Fi access</li> </ul> <p>Schedule an appointment on your:</p> <ul style="list-style-type: none"> <li>• Computer (with a working webcam)</li> <li>• Smartphone</li> <li>• Tablet</li> </ul> <p>Professional primary/specialty care:</p> <ul style="list-style-type: none"> <li>• Get diagnosed for non-urgent illnesses such as: <ul style="list-style-type: none"> <li>○ Allergies</li> <li>○ Fevers</li> <li>○ Flu</li> <li>○ Sore throats</li> </ul> </li> <li>• Receive prescriptions (when clinically appropriate)</li> </ul> <p>Speak with a provider 24 hours a day, 365 days a year. Video Visits are secure, confidential, and compliant with all medical privacy regulations.</p>	<p><b>In-network:</b> No Charge</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</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> </ul>	<p><b>In-network:</b> No Charge</p> <p><b>Out-of-network:</b> You pay a \$60 copayment</p>




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

Services that are covered for you	What you must pay when you get these services
 <b>Prostate cancer screening exams</b> For men age 50 and older, covered services include the following - once every 12 months: <ul style="list-style-type: none"> <li>• Digital rectal exam</li> <li>• Prostate Specific Antigen (PSA) test</li> </ul>	<b>In-network:</b> No Charge  There is no coinsurance, copayment, or deductible for an annual PSA test.  <b>Out-of-network:</b> You pay a \$35 copayment  The applicable cost-sharing will apply to any non-preventive services you receive during this visit.
<b>Prosthetic devices and related supplies</b> 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.	<b>In-network:</b> No Charge on prosthetic medical supplies such as ostomy supplies, surgical dressing, splints, and casts that cannot be reused by the member  All other prosthetic medical supplies will apply the 20% coinsurance  <b>Out-of-network:</b> No Charge on prosthetic medical supplies such as surgical dressing, splints, and casts that cannot be reused by the member  You pay a 25% coinsurance on ostomy supplies  All other prosthetic medical supplies will apply the 25% coinsurance


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

Services that are covered for you	What you must pay when you get these services
<p><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 an order for pulmonary rehabilitation from the doctor treating the chronic respiratory disease.</p> <ul style="list-style-type: none"> <li>Maximum of 36 sessions per calendar year with the option for an additional 36 sessions based on medical necessity.</li> </ul>	<p><b>In-network:</b> No Charge</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p>
<p> <b>Routine physical exams</b></p> <p>Routine physical exams are covered if the exam is medically appropriate, preventive care in accord with generally accepted professional standards of practice.</p> <ul style="list-style-type: none"> <li>One per calendar year</li> </ul>	<p><b>In-network:</b> There is no coinsurance, copayment, or deductible for a routine physical exam.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>
<p> <b>Screening and counseling to reduce alcohol misuse</b></p> <p>We cover one alcohol misuse screening for adults with Medicare (including pregnant women) who misuse alcohol but aren't alcohol dependent.</p> <p>If you screen positive for alcohol misuse, you can get up to 4 brief face-to-face counseling sessions per year (if you're competent and alert during counseling) provided by a qualified primary care doctor or practitioner in a primary care setting.</p> <p>To arrange for covered services, please call the Behavioral Health line at 1-800-424-4657.</p>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>

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

Services that are covered for you	What you must pay when you get these services
<p> <b>Screening for lung cancer with low dose computed tomography (LDCT)</b></p> <p>For qualified individuals, a LDCT is covered every 12 months.</p> <p><b>Eligible members are:</b> people aged 55 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 30 pack-years and who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner.</p> <p><i>For LDCT lung cancer screenings after the initial LDCT screening:</i> the member must receive a written order for LDCT lung cancer screening, which may be furnished during any appropriate visit with a physician or qualified non-physician practitioner. If a physician or qualified non-physician practitioner elects to provide a lung cancer screening counseling and shared decision-making visit for subsequent lung cancer screenings with LDCT, the visit must meet the Medicare criteria for such visits.</p>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for the Medicare covered counseling and shared decision-making visit or for the LDCT.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>

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

Services that are covered for you	What you must pay when you get these services
<p> <b>Screening for sexually transmitted infections (STIs) and counseling to prevent STIs</b></p> <p>We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI when the tests are ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy.</p> <p>We also cover up to 2 individual 20 to 30 minute, face-to-face high-intensity behavioral counseling sessions each year for sexually active adults at increased risk for STIs. We will only cover these counseling sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor's office.</p>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>

**Chapter 4. Medical Benefits Chart (what is covered and what you pay)****Services to treat kidney disease**

Covered services include:

- Inpatient dialysis treatments (if you are admitted as an inpatient to a hospital for special care)

**Authorization is required for in-network only.**

**In-network:**

Per admission, you pay a \$325 copayment per day for days 1-5.

**Out-of-network:**

Per admission, you pay a \$500 copayment per day for days 1-5.

There is no charge for the remainder of your covered hospital stay and no limit to the number of days covered by the plan based on medical necessity.

- Outpatient dialysis treatments (including dialysis treatments when temporarily out of the service area, as explained in Chapter 3)

**In- and out-of-network:**

You pay a 20% coinsurance

- 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
- Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments)
- Home dialysis equipment and supplies
- Certain home support services (such as, when necessary, visits by trained dialysis workers to check on your home dialysis, to help in emergencies, and check your dialysis equipment and water supply)

**In- and out-of-network:**

No Charge

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


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Services that are covered for you	What you must pay when you get these services
<p><b>Services to treat kidney disease (continued)</b></p> <p>Certain drugs for dialysis are covered under your Medicare Part B drug benefit. For information about coverage for Part B Drugs, please go to the section, “Medicare Part B prescription drugs.”</p>	

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

Services that are covered for you	What you must pay when you get these services
<p><b>Skilled nursing facility (SNF) care</b></p> <p>(For a definition of “skilled nursing facility care,” see Chapter 12 of this booklet. Skilled nursing facilities are sometimes called “SNFs.”)</p> <p>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</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>Generally, you will get your SNF care from network facilities. However, under certain conditions listed below, you may be able to pay in-network cost-sharing for a facility that isn’t a network provider, if the facility accepts our plan’s amounts for payment.</p> <ul style="list-style-type: none"> <li>• A nursing home or continuing care retirement community where you were living right before you went to the hospital (as long as it provides skilled nursing facility care)</li> <li>• A SNF where your spouse is living at the time you leave the hospital</li> </ul>	<p><b>Authorization is required for in-network services only.</b></p> <p><b>In-network:</b> Per admission, you pay: No charge for days 1-20</p> <p>\$95 copayment per day for days 21-100</p> <p><b>Out-of-network:</b> Per admission, you pay: No charge for days 1-20</p> <p>\$150 copayment per day for days 21-100</p> <p>You are covered for up to 100 days in SNF. You are responsible for 100% of the costs for days 101 and beyond per admission.</p>

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

Services that are covered for you	What you must pay when you get these services
<p> <b>Smoking and tobacco use cessation (counseling to stop smoking or tobacco use)</b></p> <p><u>If you use tobacco, but do not have signs or symptoms of tobacco-related disease:</u> We cover two counseling quit attempts within a 12-month period as a preventive service with no cost to you. Each counseling attempt includes up to four face-to-face visits.</p> <p><u>If you use tobacco and have been diagnosed with a tobacco-related disease or are taking medicine that may be affected by tobacco:</u> We cover cessation counseling services. We cover two counseling quit attempts within a 12-month period, however, you will pay the applicable cost-sharing. Each counseling attempt includes up to four face-to-face visits.</p> <p>Quit for Life® is the nation's leading tobacco cessation program that helps participants overcome physical, psychological and behavioral addictions to tobacco through coaching, nicotine replacement therapy (as appropriate), a customized quitting program, and a supportive online community. Telephone and web-based tobacco cessation services available.</p> <p>For more information about the Quit for Life® Program, call 1-866-QUIT.4.LIFE or visit <a href="http://www.quitnow.net">www.quitnow.net</a>.</p> <p>Clickotine is a mobile application that helps you create and stick to a quit plan and overcome nicotine cravings.</p> <p>Call customer service at the number on the back of your member ID card for details on accessing the Clickotine App. You can also visit <a href="http://www.clickotine.com">www.clickotine.com</a> for more information.</p> <p><b>Additional smoking cessation counseling sessions:</b></p> <p>There are no limits on the number of counseling sessions in person or telephone coaching visits.</p>	<p><b>In-network:</b></p> <p>There is no coinsurance, copayment, or deductible for the Medicare-covered smoking and tobacco use cessation preventive benefits.</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p> <p><b>Out-of-network:</b></p> <p>You pay a \$35 copayment</p>



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

Services that are covered for you	What you must pay when you get these services
<p><b>Supervised Exercise Therapy (SET)</b></p> <p>SET is covered for members who have symptomatic peripheral artery disease (PAD) and a referral for PAD from the physician responsible for PAD treatment.</p> <p>Up to 36 sessions over a 12-week period are covered if the SET program requirements are met.</p> <p>The SET program must:</p> <ul style="list-style-type: none"> <li>• Consist of sessions lasting 30-60 minutes, comprising a therapeutic exercise-training program for PAD in patients with claudication</li> <li>• Be conducted in a hospital outpatient setting or a physician's office</li> <li>• Be delivered by qualified auxiliary personnel necessary to ensure benefits exceed harms, and who are trained in exercise therapy for PAD</li> <li>• Be under the direct supervision of a physician, physician assistant, or nurse practitioner/clinical nurse specialist who must be trained in both basic and advanced life support techniques</li> </ul> <p>SET may be covered beyond 36 sessions over 12 weeks for an additional 36 sessions over an extended period of time if deemed medically necessary by a health care provider.</p>	<p><b>In-network:</b> No Charge</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p>

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

Services that are covered for you	What you must pay when you get these services
<p><b>Urgently needed services</b></p> <p>Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care. Urgently needed services may be furnished by network providers or by out-of-network providers when network providers are temporarily unavailable or inaccessible.</p> <p>Cost-sharing for necessary urgently needed services furnished out-of-network is the same as for such services furnished in-network.</p> <p><b>Inside our service area:</b> You must obtain urgent care from network providers, unless our provider network is temporarily unavailable or inaccessible due to an unusual and extraordinary circumstances (for example, major disaster).</p> <p><b>Outside our service area:</b> You have worldwide urgent care coverage when you travel if you need medical attention right away for an unforeseen illness or injury and you reasonably believe that your health would seriously deteriorate if you delayed treatment until you returned to our service area. See Chapter 3, Section 3.2, for more information.</p>	<p><b>In-network:</b> You pay a \$15 copayment per visit</p> <p><b>Out-of-network:</b> You pay a \$65 copayment per visit</p>

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

Covered services include:

- One annual routine exam

**In-network:**  
No Charge

**Out-of-network:**  
You pay a \$60 copayment

The applicable cost-sharing will apply to any non-preventive services you receive during this visit.
- 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

**In-network:**  
You pay a \$10 copayment

**Out-of-network:**  
You pay a \$60 copayment
- For people who are at high risk of glaucoma, we will cover one glaucoma screening each year. People at high risk of glaucoma include: people with a family history of glaucoma, people with diabetes, African-Americans who are age 50 and older and Hispanic Americans who are 65 or older

**In-network:**  
You pay a \$10 copayment

**Out-of-network:**  
You pay a \$60 copayment
- For people with diabetes, screening for diabetic retinopathy is covered once per year


**In-network:**  
No Charge

**Out-of-network:**  
You pay a \$60 copayment
- 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.)

**In-network:**  
You pay a 20% coinsurance

**Out-of-network:**  
You pay a 25% coinsurance

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

Services that are covered for you	What you must pay when you get these services
 <b>“Welcome to Medicare” Preventive Visit</b> <p>The plan covers the one-time “Welcome to Medicare” preventive visit. The visit includes a review of your health, as well as education and counseling about the preventive services you need (including certain screenings and shots), and referrals for other care if needed.</p> <p><b>Important:</b> We cover the “Welcome to Medicare” preventive visit only within the first 12 months you have Medicare Part B. When you make your appointment, let your doctor’s office know you would like to schedule your “Welcome to Medicare” preventive visit.</p>	<p><b>In-network:</b> No Charge</p> <p>There is no coinsurance, copayment, or deductible for the “Welcome to Medicare” preventive visit.</p> <p><b>Out-of-network:</b> You pay a \$35 copayment</p> <p>The applicable cost-sharing will apply to any non-preventive services you receive during this visit.</p>

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

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

**Optional Supplemental Benefit Chart**

Services that are covered for you	What you must pay when you get these services
<p><b>Comprehensive Dental Plan</b></p> <p>Our optional Comprehensive Dental Plan is in addition to the Basic Dental Plan to which you will be automatically enrolled in.</p> <p>(For information on what your Basic Dental Plan, please go to the “Dental Services” row above in the Medical Benefits Chart.)</p> <p>The Comprehensive Dental Plan offers dental benefits that are not covered by Original Medicare.</p>	

**Chapter 4. Medical Benefits Chart (what is covered and what you pay)****Comprehensive Dental Plan (continued)**

- There is no deductible or waiting period.
- The maximum calendar year benefit is \$4,000 for covered services performed in-network only. You are responsible for any service provided by a non-network provider.
  - This amount does not count toward your plan out-of-pocket maximum detailed in Chapter 4, Section 1.2.
  - You are responsible for any services over the annual maximum.
  - Unused portion of the annual maximum does not carry forward to next year's benefit.
- Covered services (20% coinsurance):
  - Amalgam and Resin fillings, resin infiltration of incipient smooth surface lesion - 1 per tooth surface/24 mos.
  - In/Onlays - 1 per tooth/60 mos.
  - Protective Restorations - 1 per tooth/lifetime.
  - Recement or re-bond inlay, onlay, partial restoration, crown - 1 per tooth/24 mos.
  - Extractions and coronectomy - 1 per tooth/lifetime.
  - Adjust dentures - two adjustments per arch/12 mos.
  - Repair dentures - 1 per arch/12 mos.
  - Repair base or framework or replace missing or broken tooth or clasp, add tooth & clasp on dentures - 1 per tooth/12 mos.
  - Rebase and reline dentures - 1 per 36 mos.
  - Tissue conditioning - 1 per 60 mos after new denture.
  - Re-cement, repairs of partial dentures - 1 per 24 mos.
- Covered services (50% coinsurance):
  - Crowns, core build-up, pin retention-per tooth, post and core, each additional post - 1 per tooth/60 mos.
  - Crown repair necessitated by restorative material failure - 1 per 24 mos.
  - Pulpotomy and gross pulpal debridement of tooth - 1 per tooth/lifetime.

**In-network:**

You pay a 20% coinsurance

**Out-of-network:**

Claims are based on in-network fee schedule rates. You are responsible for the difference from the billed amount in addition to the coinsurance.

**In-network:**

You pay a 50% coinsurance

**Out-of-network:**

Claims are based on in-network fee schedule rates. You are responsible for the difference from the billed amount in addition to the coinsurance.

**Chapter 4. Medical Benefits Chart (what is covered and what you pay)****Comprehensive Dental Plan (continued)**

- Covered services (50% coinsurance) continued:

- Root canals and retreatment of previous root canal - 1 per tooth/lifetime.
- Apicoectomy/Periradicular surgery - 1 per tooth/lifetime.
- Retrograde fill - 1 per tooth/lifetime.
- Gingivectomy-gingivoplasty, gingival flap procedure, osseous surgery - 1 per quadrant/36 mos.
- Clinical crown lengthening - 1 per tooth/lifetime.
- Periodontal scaling and root planning - 1 per quadrant/36 mos.
- Full mouth debridement - 1 per 36 mos.
- Oral-antral fistula closure, primary closure of a sinus perforation - 2 per arch/lifetime.
- Alveoloplasty - 1 per quadrant/lifetime.
- Vestibuloplasty - 1 per arch/lifetime.
- Removal of lateral exostosis (maxilla or mandible) - 2 per arch/lifetime.
- Removal of Torus Palatinus - once per lifetime.
- Reduction of osseous tuberosity, removal of torus mandibularis - 2 per lifetime.
- Frenulectomy, frenuloplasty, excision of hyperplastic tissue - 1 per arch/lifetime.
- Excision of periocornal gingiva - 1 per tooth/lifetime.
- Removable dentures-complete, partial, immediate, overdentures - 1 per 60 mos.
- Fixed partial dentures- pontics and retainers, retainer crowns - 1 per 60 mos.
- Professional visits-house, extended care facility, hospital or ambulatory surgical center - 1 per date of service, 6/year
- Consultation - 1 per provider/year
- Application of desensitizing medicament - 2 per 12 mos.
- Occlusal analysis-mounted case, complete adjustment - 1 per 60 mos.
- Occlusal adjustment-limited - 1 per 12 mos.

**In-network:**

You pay a 50% coinsurance

**Out-of-network:**

Claims are based on in-network fee schedule rates. You are responsible for the difference from the billed amount in addition to the coinsurance.

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

Services that are covered for you	What you must pay when you get these services
<b>Comprehensive Dental Plan (continued)</b>	
If you want these optional supplemental dental benefits, you must sign up for them and pay an additional premium of \$19 per month.	
You can enroll in the Comprehensive Dental Plan anytime, and your coverage will become effective the first day of the following month. For information on how to enroll, you can contact customer service (phone numbers for customer service are printed on the back cover of this booklet).	
If you disenroll from your Comprehensive Dental Plan during the year, you must wait until the next annual enrollment period to re-enroll. For information on how to disenroll from your plan, you can contact customer service (phone numbers for customer service are printed on the back cover of this booklet).	

**SECTION 3 What services are not covered by the plan?****Section 3.1 Services we do *not* cover (exclusions)**

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




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

If you get services that are excluded (not covered), you must pay for them yourself. We won’t pay for the excluded medical services listed in the chart below except under the specific conditions listed. The only exception: we will pay if a service in the chart below is found upon appeal to be a medical service that we should have paid for or covered because of your specific situation. (For information about appealing a decision we have made to not cover a medical service, go to Chapter 7, Section 5.3 in this booklet.)

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

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

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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Acupuncture		 Covered for chronic low back pain
Cosmetic surgery or procedures		 <ul style="list-style-type: none"> <li>• Covered in cases of an accidental injury or for improving the functioning of a malformed body member</li> <li>• Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance</li> </ul>
Custodial care is care provided in a nursing home, hospice, or other facility setting when you do not require skilled medical care of skilled nursing care.  Custodial care is personal care that does not require the continuing attention of trained medical or paramedical personnel, such as care that helps you with activities of daily living, such as bathing or dressing.		









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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
<p>Experimental medical and surgical procedures, equipment and medications</p> <p>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</p>		<p>✓</p> <p>May be covered by Original Medicare under a Medicare-approved clinical research study or by our plan.</p> <p>(See Chapter 3, Section 5 for more information on clinical research studies.)</p>
Fees charged for care by your immediate relatives or members of your household.	✓	
Full-time nursing care in your home	✓	
Home-delivered meals	✓	
Homemaker services include basic household assistance, including light housekeeping or light meal preparation.	✓	
Naturopath services (uses natural or alternative treatments)	✓	
Non-routine dental care		<p>✓</p> <p>Dental care required to treat illness or injury may be covered as inpatient or outpatient care.</p>

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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Optional Supplemental Comprehensive dental benefits	✓ Bone grafts, cosmetic procedures, implants, tissue regeneration and all associated services that are not listed in Chapter 4, section 2.2.	
Optional Supplemental Comprehensive dental benefits		✓ Refer to the Comprehensive Dental benefits in Chapter 4, section 2.2.
Orthopedic shoes		✓ If shoes are part of a leg brace and are included in the cost of the brace, or the shoes are for a person with diabetic foot disease.
Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television	✓	
Private room in a hospital		✓ Covered only when medically necessary.
Reversal of sterilization procedures and or non-prescription contraceptive supplies	✓	
Radial keratotomy, LASIK surgery, and other low vision aids.	✓	

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

<b>Services not covered by Medicare</b>	<b>Not covered under any condition</b>	<b>Covered only under specific conditions</b>
Routine foot care		 Some limited coverage provided according to Medicare guidelines (e.g. if you have diabetes)
Hearing aids and exams to fit hearing aids.		 TruHearing-branded hearing aids and providers only
Services considered not reasonable and necessary according to the standards of Original Medicare		
Supportive devices for the feet		 Orthopedic or therapeutic shoes for people with diabetic foot disease.
Any treatment or services rendered by or at the direction of a provider of health care services who is not licensed to provide the services, or who is not operating within the scope of the license		
Care in a licensed intermediate care facility, unless covered by Medicare (such as covered home health care or hospice care)		

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

<b>Services not covered by Medicare</b>	<b>Not covered under any condition</b>	<b>Covered only under specific conditions</b>
Care in a residential facility where you stay overnight, except for care covered by Medicare or a licensed facility providing covered transitional residential recovery services described in the Medical Benefits Chart	✓	
Chelation therapy	✓	
Consultations for non-covered benefits	✓	
Disposable supplies for home use, such as bandages, gauze tape, antiseptics, dressings, Ace-type bandages, and diapers, underpads, and other incontinence supplies		✓ Unless covered by Medicare (for example, ostomy or diabetic supplies)
Drugs that do not meet the definition of Part B or Part D drugs	✓	
Elective or voluntary enhancement procedures or services (including weight loss, hair growth, sexual performance, athletic performance, cosmetic purposes, anti-aging and mental performance)		✓ Except when medically necessary

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

<b>Services not covered by Medicare</b>	<b>Not covered under any condition</b>	<b>Covered only under specific conditions</b>
Eyewear items that do not require a prescription by law (other than eyeglass frames), such as eyeglass holders, eyeglass cases, and repair kits	✓	
Massage therapy		✓ Except when performed by a physical therapist in accordance with CMS guidelines.
New medical procedures, behavioral health care procedures, pharmaceutical drugs, and devices (or existing ones used differently)		✓ New technology, devices or procedures are covered only if mandated by CMS or approved by the Technology Assessment Committee. The Technology Assessment Committee is comprised of in-network practitioners with input from local practitioners and clinical staff.
Outpatient oral nutrition, such as dietary supplements and herbal supplements	✓	
Outpatient prescription drugs for treatment of sexual dysfunction, including erectile dysfunction, impotence, and anorgasmy or hyporgasmy	✓	
Over-the-counter drugs such as bandages, cough/cold medicines, pain relievers and vitamins	✓	

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

<b>Services not covered by Medicare</b>	<b>Not covered under any condition</b>	<b>Covered only under specific conditions</b>
Replacement of drugs due to being lost, stolen, damaged or destroyed	✓	
Routine care not associated with the clinical trial is subject to all terms, conditions, and restrictions, exclusions, and other coverage under our plan	✓	
Routine or elective services, including lab work or medical care, when provided by non-plan providers without prior approval by Presbyterian Health Plan's Medical Director	✓	
Routine transportation or transportation by car, taxi, bus, wheelchair van, and any other type of transportation (other than a licensed ambulance), even if it is the only way to travel to a network provider	✓	

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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Services for any illnesses or injury that occurs in the course of employment and which you are eligible for compensation under any worker's compensation act or employer liability law, regardless of whether you claim the benefits or recover losses from a third party	✓	
Services not approved by the federal Food and Drug Administration. Drugs, supplements, tests, vaccines, devices, radioactive materials, and any other services that, by law, require federal FDA approval in order to be sold in the U.S., but are not approved by the FDA. This exclusion applies to services provided anywhere, even outside of the U.S. It does not apply to Medicare-covered clinical trials or covered emergency care you receive outside of the U.S. Services provided to veterans in Veterans Affairs (VA) facilities.		✓ 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.
Surgical treatment for morbid obesity		✓ Except when it is considered medically necessary and covered under Original Medicare

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

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<b>Services not covered by Medicare</b>	<b>Not covered under any condition</b>	<b>Covered only under specific conditions</b>
Take-home outpatient prescription drugs		✓
When a service or item is not covered, all services related to the non-covered service or item are excluded		✓ Except for services or items we would otherwise cover to treat complications of the non-covered service or item, or if covered in accord with Medicare guidelines



## CHAPTER 5

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

**Chapter 5. Asking us to pay our share of a bill you have received for covered medical services**

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**Chapter 5. Asking us to pay our share of a bill you have received for covered medical services**

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**Chapter 5. Asking us to pay our share of a bill you have received for covered medical services**

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

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**Section 1.1 If you pay our plan's share of the cost of your covered services, or if you receive a bill, you can ask us for payment**

Sometimes when you get medical care, you may need to pay the full cost right away. Other times, you may find that you have paid more than you expected under the coverage rules of the plan. In either case, you can ask our plan to pay you back (paying you back is often called “reimbursing” you). It is your right to be paid back by our plan whenever you’ve paid more than your share of the cost for medical services that are covered by our plan.

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

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

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

When you received care from a provider who is not part of our network, you are only responsible for paying your share of the cost, not for the entire cost. (Your share of the cost may be higher for an out-of-network provider than for a network provider.) 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.
- Please note: While you can get your care from an out-of-network provider, the provider must be eligible to participate in Medicare. Except for emergency care, we cannot pay a provider who is not eligible to participate in Medicare. If the provider is

**Chapter 5. Asking us to pay our share of a bill you have received for covered medical services**

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not eligible to participate in Medicare, you will be responsible for the full cost of the services you receive.

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

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

- You only have to pay your cost-sharing amount when you get 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 Chapter 4, Section 1.3.
- 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 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 customer service for additional information about how to ask us to pay you back and deadlines for making your request. (Phone numbers for customer service are printed on the back cover of this booklet.)

All of the examples above are types of coverage decisions. This means that if we deny your request for payment, you can appeal our decision. Chapter 7 of this booklet (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*) has information about how to make an appeal.

**Chapter 5. Asking us to pay our share of a bill you have received for covered medical services**

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

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**Section 2.1 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 ([www.phs.org/Medicare](http://www.phs.org/Medicare)) or call customer service and ask for the form. (Phone numbers for customer service are printed on the back cover of this booklet.)

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

Presbyterian MediCare PPO  
P.O. Box 26267  
Albuquerque, NM 87125-6267

**You must submit your claim to us within one year** of the date you received the service, item, or drug.

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

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

When we receive your request for payment, we will let you know if we need any additional information from you. Otherwise, we will consider your request and make a coverage decision.

**Chapter 5. Asking us to pay our share of a bill you have received for covered medical services**

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

**Section 3.2 If we tell you that we will not pay for all or part of the medical care, 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, go to Chapter 7 of this booklet (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*). The appeals process is a formal process with detailed procedures and important deadlines. If making an appeal is new to you, you will find it helpful to start by reading Section 4 of Chapter 7. Section 4 is an introductory section that explains the process for coverage decisions and appeals and gives definitions of terms such as “appeal.” Then after you have read Section 4, you can go to Section 5.3 to learn how to make an appeal about getting paid back for a medical service.

# CHAPTER 6

*Your rights and responsibilities*

**Chapter 6. Your rights and responsibilities**

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**Chapter 6. Your rights and responsibilities**

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

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<b>Section 1.1 We must provide information in a way that works for you (in languages other than English, in braille, in large print, or other alternate formats, etc.)</b>
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To get information from us in a way that works for you, please call customer service (phone numbers are printed on the back cover of this booklet).

Our plan has people and free interpreter services available to answer questions from disabled and non-English speaking members. We can also give you information in braille, in large print, or other alternate formats at no cost if you need it. We are required to give you information about the plan's benefits in a format that is accessible and appropriate for you. To get information from us in a way that works for you, please call customer service (phone numbers are printed on the back cover of this booklet).

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

<b>Section 1.1 Debemos proporcionarle informacion de una manera adecuada para usted (en otros idiomas distintos al ingles o en otros formatos alternativos, etc.)</b>
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Para obtener información de una manera adecuada para usted, sírvase llamar al Servicio de Atención al Cliente (en la contratapa de este folleto encontrará los números de teléfono).

Nuestro plan cuenta con personas y servicios de intérprete disponibles para contestar preguntas de miembros con discapacidades o que no hablan inglés. También podemos darle información en español, u otros formatos alternativos sin costo alguno si lo necesita. Tenemos que brindarle información sobre los beneficios del plan en un formato que sea accesible y apropiado para usted. Para obtener información de nosotros de una manera que funcione para usted, llame al servicio de atención al cliente (los números de teléfono están impresos en la contraportada de este folleto).

Si le es difícil conseguir información en un formato que sea accesible y apropiado para usted, favor de llamar para presentar una reclamación a Presbyterian MediCare PPO (los números de teléfono se encuentran en la contraportada de este cuaderno). Además puede presentar una queja al Programa Medicare si llama al 1-800-MEDICARE (1-800-633-4227) o si va directamente a la Oficina de Derechos Civiles. Los datos de contacto se encuentran en esta misma Evidencia de la

**Chapter 6. Your rights and responsibilities**

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Cobertura o en este envío, o se puede comunicar con el centro de atención al cliente para conseguir más información.

<b>Section 1.2      We must ensure that you get timely access to your covered services</b>
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You have the right to choose a provider in the plan's network. Call customer service 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 and still pay the in-network cost-sharing amount.

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

If you think that you are not getting your medical care within a reasonable amount of time, Chapter 7, Section 9 of this booklet tells what you can do. (If we have denied coverage for your medical care and you don't agree with our decision, Chapter 7, Section 4 tells what you can do.)

<b>Section 1.3      We must protect the privacy of your personal health information</b>
---

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

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

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

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

**Chapter 6. Your rights and responsibilities**

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- For example, we are required to release health information to government agencies that are checking on quality of care.
- Because you are a member of our plan through Medicare, we are required to give Medicare your health information. 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 customer service (phone numbers are printed on the back cover of this booklet).

Whenever possible, Presbyterian uses or shares health information that doesn't identify you. We have policies and procedures to protect the privacy of health information that does identify you. We have a training program to educate our employees and others about internal protection of oral, written and electronic health information and our privacy policies. Your health information is only used or shared for our business purposes or as otherwise required or allowed by law.

When a service involving your health information is being performed by a third party, we require a written agreement with them to protect the privacy of your health information.

We gave you a copy of our Notice of Privacy Practices when you enrolled and we share it with you every year in a newsletter. If you want to read it again, you can find the most current copy online at [www.phs.org/Medicare](http://www.phs.org/Medicare). If you want a paper copy, you can contact customer service to request one (phone numbers are printed on the back cover of this booklet).

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

As a member of Presbyterian MediCare PPO Plan 1, you have the right to get several kinds of information from us. (As explained above in Section 1.1, you have the right to get information from us in a way that works for you. This includes getting the information in languages other than English and in large print or other alternate formats.)

**Chapter 6. Your rights and responsibilities**

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If you want any of the following kinds of information, please call customer service (phone numbers are printed on the back cover of this booklet):

- **Information about our plan.** This includes, for example, information about the plan's financial condition. It also includes information about the number of appeals made by members and the plan's performance ratings, including how it has been rated by plan members and how it compares to other Medicare health plans.
- **Information about our network providers.**
  - For example, you have the right to get information from us about the qualifications of the providers in our network and how we pay the providers in our network.
  - For a list of the providers in the plan's network, see the Provider Directory.
  - For more detailed information about our providers, you can call customer service (phone numbers are printed on the back cover of this booklet) or visit our website at [www.phs.org/Medicare](http://www.phs.org/Medicare).
- **Information about your coverage and the rules you must follow when using your coverage.**
  - In Chapters 3 and 4 of this booklet, we explain what medical services are covered for you, any restrictions to your coverage, and what rules you must follow to get your covered medical services.
  - If you have questions about the rules or restrictions, please call customer service (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 is not covered for you, or if your coverage is restricted in some way, you can ask us for a written explanation. You have the right to this explanation even if you received the medical service from an out-of-network provider.
  - If you are not happy or if you disagree with a decision we make about what medical care is covered for you, you have the right to ask us to change the decision. You can ask us to change the decision by making an appeal. For details on what to do if something is not covered for you in the way you think it should be covered, see Chapter 7 of this booklet. It gives you the details about how to make an appeal if you want us to change our decision. (Chapter 7 also tells about how to make a complaint about quality of care, waiting times, and other concerns.)
  - If you want to ask our plan to pay our share of a bill you have received for medical care, see Chapter 5 of this booklet.

**Chapter 6. Your rights and responsibilities**

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**Section 1.5 We must support your right to make decisions about your care****You have the right to know your treatment options and participate in decisions about your health care**

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

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

- **To know about all of your choices.** This means that you have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by our plan.
- **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. Of course, if you refuse treatment, you accept full responsibility for what happens to your body as a result.
- **To receive an explanation if you are denied coverage for care.** You have the right to receive an explanation from us if a provider has denied care that you believe you should receive. To receive this explanation, you will need to ask us for a coverage decision. Chapter 7 of this booklet tells how to ask the plan for a coverage decision.

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

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

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

The legal documents that you can use to give your directions in advance in these situations are called “**advance directives**.” There are different types of advance directives and different names

**Chapter 6. Your rights and responsibilities**

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for them. Documents called “**living will**” and “**power of attorney for health care**” are examples of advance directives.

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

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

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

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

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

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

If you have signed an advance directive, and you believe that a doctor or hospital did not follow the instructions in it, you may file a complaint with the New Mexico Department of Health at the number or address listed below:

New Mexico Department of Health  
1190 S. St. Francis Dr.  
Santa Fe, NM 87505  
(505) 827-2613  
[nmhealth.org](http://nmhealth.org)

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New Mexico Department of Health Incident Management  
Bureau, Abuse, Neglect and Exploitation Reporting  
1-800-752-8649  
[nmhealth.org/contact/report](http://nmhealth.org/contact/report)

New Mexico Department of Health Incident Management  
Bureau Facilities and Hospitals  
1-800-752-8649  
[nmhealth.org/contact/report](http://nmhealth.org/contact/report)

<b>Section 1.6      You have the right to make complaints and to ask us to reconsider decisions we have made</b>
--

If you have any problems or concerns about your covered services or care, Chapter 7 of this booklet tells what you can do. It gives the details about how to deal with all types of problems and complaints. What you need to do to follow up on a problem or concern depends on the situation. You might need to ask our plan to make a coverage decision for you, make an appeal to us to change a coverage decision, or make a complaint. Whatever you do – ask for a coverage decision, make an appeal, or make a complaint – **we are required to treat you fairly.**

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

<b>Section 1.7      What can you do if you believe you are being treated unfairly or your rights are not being respected?</b>
---

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

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

**Is it about something else?**

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

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

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

**Section 1.8 How to get more information about your rights**

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

- You can **call customer service** (phone numbers are printed on the back cover of this booklet).
- You may also request a copy of our Rights and Responsibilities Statement and make recommendations to us about our member rights and responsibilities policies.
- You can **call the SHIP**. For details about this organization and how to contact it, go to Chapter 2, Section 3.
- You can contact **Medicare**.
  - You can visit the Medicare website to read or download the publication “Medicare Rights & Protections.” (The publication is available at: [www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf](http://www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf).)
  - Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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

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**Section 2.1 What are your responsibilities?**

Things you need to do as a member of the plan are listed below. If you have any questions, please call customer service (phone numbers are printed on the back cover of this booklet). We're here to help.

- **Get familiar with your covered services and the rules you must follow to get these covered services.** Use this *Evidence of Coverage* booklet to learn what is covered for you and the rules you need to follow to get your covered services.
  - Chapters 3 and 4 give the details about your medical services, including what is covered, what is not covered, rules to follow, and what you pay.
- **If you have any other health insurance coverage in addition to our plan, you are required to tell us.** Please call customer service 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



**Chapter 6. Your rights and responsibilities**

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plan. This is called “**coordination of benefits**” because it involves coordinating the health benefits you get from our plan with any other health benefits available to you. We’ll help you coordinate your benefits. (For more information about coordination of benefits, go to Chapter 1, Section 7.)

- **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.
- **Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.**
  - To help your doctors and other health providers give you the best care, learn as much as you are able to about your health problems and give them the information they need about you and your health. Follow the treatment plans and instructions that you and your doctors agree upon.
  - Make sure your doctors know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
  - If you have any questions, be sure to ask. Your doctors and other health care providers are supposed to explain things in a way you can understand. If you ask a question and you don’t understand the answer you are given, ask again.
- **Be considerate.** We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor’s office, hospitals, and other offices.
- **Pay what you owe.** As a plan member, you are responsible for these payments:
  - You must pay your plan premiums to continue being a member of our plan.
  - In order to be eligible for our plan, you must have Medicare Part A and Medicare Part B. Some plan members must pay a premium for Medicare Part A. Most plan members must pay a premium for Medicare Part B to remain a member of the plan.
  - For most of your medical services covered by the plan, you must pay your share of the cost when you get the service or drug. This will be a copayment (a fixed amount) *or* coinsurance (a percentage of the total cost). Chapter 4 tells what you must pay for your medical services.
  - If you get any medical services that are not covered by our plan or by other insurance you may have, you must pay the full cost.
    - If you disagree with our decision to deny coverage for a service, you can make an appeal. Please see Chapter 7 of this booklet for information about how to make an appeal.
- **Tell us if you move.** If you are going to move, it’s important to tell us right away. Call customer service (phone numbers are printed on the back cover of this booklet).

**Chapter 6. Your rights and responsibilities**

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- **If you move *outside* of our plan service area, you cannot remain a member of our plan.** (Chapter 1 tells about our service area.) We can help you figure out whether you are moving outside our service area. If you are leaving our service area, you will have a Special Enrollment Period when you can join any Medicare plan available in your new area. We can let you know if we have a plan in your new area.
- **If you move *within* our service area, we still need to know** so we can keep your membership record up to date and know how to contact you.
- If you move, it is also important to tell Social Security (or the Railroad Retirement Board). You can find phone numbers and contact information for these organizations in Chapter 2.
- **Call customer service for help if you have questions or concerns.** We also welcome any suggestions you may have for improving our plan.
  - Phone numbers and calling hours for customer service are printed on the back cover of this booklet.
  - For more information on how to reach us, including our mailing address, please see Chapter 2.

# CHAPTER 7

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

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

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## BACKGROUND

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### SECTION 1 Introduction

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<b>Section 1.1 What to do if you have a problem or concern</b>
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This chapter explains two types of processes for handling problems and concerns:

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

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

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

<b>Section 1.2 What about the legal terms?</b>
--

There are technical legal terms for some of the rules, procedures, and types of deadlines explained in this chapter. Many of these terms are unfamiliar to most people and can be hard to understand.

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

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

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

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<b>Section 2.1 Where to get more information and personalized assistance</b>
--

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 Chapter 2, Section 3 of this booklet.

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

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

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

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

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

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

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

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

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

**Yes.** My problem is about benefits or coverage.

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

**No.** My problem is not about benefits or coverage.

Skip ahead to **Section 9** at the end of this chapter: **“How to make a complaint about quality of care, waiting times, customer service or other concerns.”**

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## **COVERAGE DECISIONS AND APPEALS**

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

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<b>Section 4.1 Asking for coverage decisions and making appeals: the big picture</b>
--

The process for coverage decisions and appeals deals with problems related to your benefits and coverage for medical services, including problems related to payment. This is the process you use for issues such as whether something is covered or not and the way in which something is covered.

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

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services. For example, your plan network doctor makes a (favorable) coverage decision for you whenever you receive medical care from him or her or if



your network doctor refers you to a medical specialist. You or your doctor can also contact us and ask for a coverage decision if your doctor is unsure whether we will cover a particular medical service or refuses to provide medical care you think that you need. In other words, if you want to know if we will cover a medical service before you receive it, you can ask us to make a coverage decision for you. In limited circumstances, a request for a coverage decision will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a coverage decision, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

We are making a coverage decision for you whenever we decide what is covered for you and how much we pay. In some cases we might decide a service is not covered or is no longer covered by Medicare for you. If you disagree with this coverage decision, you can make an appeal.

### **Making an appeal**

If we make a coverage decision and you are not satisfied with this decision, you can "appeal" the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made.

When you appeal a decision for the first time, this is called a Level 1 Appeal. In this appeal, we review the coverage decision we made to check to see if we were following all of the rules properly. Your appeal is handled by different reviewers than those who made the original unfavorable decision. When we have completed the review we give you our decision. Under certain circumstances, which we discuss later, you can request an expedited or "fast coverage decision" or fast appeal of a coverage decision. In limited circumstances, an appeal request will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss an appeal request, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

If we say no to all or part of your Level 1 Appeal, you can go on to a Level 2 Appeal. The Level 2 Appeal is conducted by an Independent Review Organization that is not connected to us. (In some situations, your case will be automatically sent to the Independent Review Organization for a Level 2 Appeal. 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>Section 4.2      How to get help when you are asking for a coverage decision or making an appeal</b>
---

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 customer service** (phone numbers are printed on the back cover of this booklet).
- **You can get free help from** your State Health Insurance Assistance Program (see Section 2 of this chapter).
- **Your doctor can make a request for you.** For medical care or Part B prescription drugs, your doctor can request a coverage decision or a Level 1 Appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2. To request any appeal after Level 2, your doctor must be appointed as your representative.
- **You can ask someone to act on your behalf.** If you want to, you can name another person to act for you as your “representative” to ask for a coverage decision or make an appeal.
  - There may be someone who is already legally authorized to act as your representative under State law.
  - If you want a friend, relative, your doctor or other provider, or other person to be your representative, call customer service (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 [www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf](http://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf).) 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.

<b>Section 4.3      Which section of this chapter gives the details for your situation?</b>
---

There are three different types of situations that involve coverage decisions and appeals. Since each situation has different rules and deadlines, we give the details for each one in a separate section:


- **Section 5** of this chapter: “Your medical care: How to ask for a coverage decision or make an appeal”
- **Section 6** of this chapter: “How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon”
- **Section 7** of this chapter: “How to ask us to keep covering certain medical services if you think your coverage is ending too soon” (*Applies to these services only*: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services)

If you’re not sure which section you should be using, please call customer service (phone numbers are printed on the back cover of this booklet). You can also get help or information from government organizations such as your SHIP (Chapter 2, Section 3, of this booklet has the phone numbers for this program).

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

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

<b>Section 5.1</b>	<b>This section tells what to do if you have problems getting coverage for medical care or if you want us to pay you back for our share of the cost of your care</b>
--------------------	--

This section is about your benefits for medical care and services. These benefits are described in Chapter 4 of this booklet: *Medical Benefits Chart (what is covered and what you pay)*. To keep things simple, we generally refer to “medical care coverage” or “medical care” in the rest of this section, instead of repeating “medical care or treatment or services” every time. The term “medical care” includes medical items and services as well as Medicare Part B prescription drugs. In some cases, different rules apply to a request for a Part B prescription drug. In those cases, we will explain how the rules for Part B prescription drugs are different from the rules for medical items and services.

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

1. You are not getting certain medical care you want, and you believe that this care is covered by our plan.
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.

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

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

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

- Chapter 7, Section 6: *How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon.*
- Chapter 7, Section 7: *How to ask us to keep covering certain medical services if you think your coverage is ending too soon.* This section is about three services only: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services.

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

### Which of these situations are you in?

If you are in this situation:	This is what you can do:
To find out whether we will cover the medical care or services you want.	You can ask us to make a coverage decision for you. Go to the next section of this chapter, <b>Section 5.2</b> .
If 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 <b>Section 5.3</b> of this chapter.
If you want to ask us to pay you back for medical care you have already received and paid for.	You can send us the bill. Skip ahead to <b>Section 5.5</b> of this chapter.

<b>Section 5.2</b>	<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>
--------------------	--

Legal Terms
When a coverage decision involves your medical care, it is called an <b>“organization determination.”</b>  A “fast coverage decision” is called an <b>“expedited determination.”</b>

**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.”

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

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

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

When we give you our decision, we will use the “standard” deadlines unless we have agreed to use the “fast” deadlines. **A standard coverage decision means we will give you an answer within 14 calendar days** after we receive your request **for a medical item or service**. If your request is for a **Medicare Part B prescription drug**, we will give you an **answer within 72 hours** after we receive your request.

- **However**, for a request **for a medical item or service**, we can take up to **14 more calendar days** if you ask for more time, or if we need information (such as medical records from out-of-network providers) that may benefit you. If we decide to take extra days to make the decision, we will tell you in writing. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (The process for making a complaint is different from the process for coverage decisions and appeals. For more information

about the process for making complaints, including fast complaints, see Section 9 of this chapter.)

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

- **A fast coverage decision means we will answer within 72 hours if your request is for a medical item or service. If your request is for a Medicare Part B prescription drug, we will answer within 24 hours.**
  - **However, for a request for a medical item or service, we can take up to 14 more calendar days** if we find that some information that may benefit you is missing (such as medical records from out-of-network providers), or if you need time to get information to us for the review. If we decide to take extra days, we will tell you in writing. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.
  - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.) We will call you as soon as we make the decision.
- **To get a fast coverage decision, you must meet two requirements:**
  - You can get a fast coverage decision *only* if you are asking for coverage for medical care *you have not yet received*. (You cannot ask for a fast coverage decision if your request is about payment for medical care you have already received.)
  - You can get a fast coverage decision only if using the standard deadlines could *cause serious harm to your health or hurt your ability to function*.
- **If your doctor tells us that your health requires a “fast coverage decision,” we will automatically agree to give you a fast coverage decision.**
- If you ask for a fast coverage decision on your own, without your doctor’s support, we will decide whether your health requires that we give you a fast coverage decision.
  - If we decide that your medical condition does not meet the requirements for a fast coverage decision, we will send you a letter that says so (and we will use the standard deadlines instead).
  - This letter will tell you that if your doctor asks for the fast coverage decision, we will automatically give a fast coverage decision.
  - The letter will also tell how you can file a “fast complaint” about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)

**Step 2: We consider your request for medical care coverage and give you our answer.**

*Deadlines for a “fast coverage decision”*

- Generally, for a fast coverage decision on a request for a medical item or service, we will give you our answer **within 72 hours**. If your request is for a Medicare Part B prescription drug, we will answer **within 24 hours**.
  - As explained above, we can take up to 14 more calendar days under certain circumstances. If we decide to take extra days to make the coverage decision, we will tell you in writing. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.
  - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)
  - If we do not give you our answer within 72 hours (or if there is an extended time period, by the end of that period), or 24 hours if your request is for a Part B prescription drug, you have the right to appeal. Section 5.3 below tells how to make an appeal.
- **If our answer is no to part or all of what you requested**, we will send you a detailed written explanation as to why we said no.

*Deadlines for a “standard coverage decision”*

- Generally, for a standard coverage decision on a request for a medical item or service, we will give you our answer **within 14 calendar days of receiving your request**. If your request is for a Medicare Part B prescription drug, we will give you an answer **within 72 hours** of receiving your request.
  - For a request for a medical item or service, we can take up to 14 more calendar days (“an extended time period”) under certain circumstances. If we decide to take extra days to make the coverage decision, we will tell you in writing. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.
  - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.)

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

- If we do not give you our answer within 14 calendar days (or if there is an extended time period, by the end of that period), or 72 hours if your request is for a Part B prescription drug, you have the right to appeal. Section 5.3 below tells how to make an appeal.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no.

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

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

<b>Section 5.3 Step-by-step: How to make a Level 1 Appeal (how to ask for a review of a medical care coverage decision made by our plan)</b>
--

<p style="text-align: center;"><b>Legal Terms</b></p>
---

<p>An appeal to the plan about a medical care coverage decision is called a plan “<b>reconsideration.</b>”</p>
--

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

#### *What to do*

- **To start an appeal you, your doctor, or your representative, must contact us.** For details on how to reach us for any purpose related to your appeal, go to Chapter 2, Section 1 and look for the section called, *Contact customer service when you are making an appeal or complaint about your medical care.*
- **If you are asking for a standard appeal, make your standard appeal in writing by submitting a request.** You may also ask for an appeal by calling us at the phone number shown in Chapter 2, Section 1 (*Contact customer service when you are making an appeal or complaint about your medical care*).
  - 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 customer service (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 [www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf](http://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf). While we can accept an appeal request without the form, we cannot begin or complete our review until we receive it. If we do not receive the form within 44 calendar days after receiving your appeal request (our deadline for making a decision on your appeal), your appeal request will be dismissed. If this happens, we will send you a written notice explaining your right to ask the Independent Review Organization to review our decision to dismiss your appeal.

- **If you are asking for a fast appeal, make your appeal in writing or call us** at the phone number shown in Chapter 2, Section 1 (*Contact customer service when you are making an appeal or complaint about your medical care*).
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer to your request for a coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause for missing the deadline may include if you had a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- **You can ask for a copy of the information regarding your medical decision and add more information to support your appeal.**
  - You have the right to ask us for a copy of the information regarding your appeal.
  - If you wish, you and your doctor may give us additional information to support your appeal.

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

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

- If you are appealing a decision we made about coverage for care that 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.

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

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

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

- If we are using the standard deadlines, we must give you our answer on a request for a medical item or service **within 30 calendar days** after we receive your appeal if your appeal is about coverage for services you have not yet received. If your request is for a Medicare Part B prescription drug you have not yet received, we will give you

our answer **within 7 calendar days** after we receive your appeal. We will give you our decision sooner if your health condition requires us to.

- However, if you ask for more time, or if we need to gather more information that may benefit you, **we can take up to 14 more calendar days** if your request is for a medical item or service. If we decide to take extra days to make the decision, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (For more information about the process for making complaints, including fast complaints, see Section 10 of this chapter.)
- If we do not give you an answer by the applicable deadline above (or by the end of the extended time period if we took extra days on your request for a medical item or service), we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an Independent Review Organization. Later in this section, we talk about this review organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 30 calendar days if your request is for a medical item or service, or **within 7 calendar days** if your request is for a Medicare Part B prescription drug.
- **If our answer is no to part or all of what you requested**, we will automatically send your appeal to the Independent Review Organization for a Level 2 Appeal.

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

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

<b>Section 5.4 Step-by-step: How a Level 2 Appeal is done</b>
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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 “ <b>Independent Review Entity.</b> ” It is sometimes called the “ <b>IRE.</b> ”

**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.

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

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

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

- If you had a standard appeal to our plan at Level 1, you will automatically receive a standard appeal at Level 2. If your request is for a medical item or service, the review organization must give you an answer to your Level 2 Appeal **within 30 calendar days** of when it receives your appeal. If your request is for a Medicare Part B

prescription drug, the review organization must give you an answer to your Level 2 Appeal **within 7 calendar days** of when it receives your appeal.

- However, if your request is for a medical item or service and the Independent Review Organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days**. The Independent Review Organization can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.

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

The Independent Review Organization will tell you its decision in writing and explain the reasons for it.

- **If the review organization says yes to part or all of a request for a medical item or service**, we must authorize the medical care coverage within 72 hours or provide the service within 14 calendar days after we receive the decision from the review organization for standard requests or within 72 hours from the date we receive the decision from the review organization for expedited requests.
- **If the review organization says yes to part or all of a request for a Medicare Part B prescription drug**, we must authorize or provide the Part B prescription drug under dispute within **72 hours** after we receive the decision from the review organization for **standard requests** or within **24 hours** from the date we receive the decision from the review organization for **expedited requests**.
- **If this organization says no to part or all of your appeal**, it means they agree with us that your request (or part of your request) for coverage for medical care should not be approved. (This is called “upholding the decision.” It is also called “turning down your appeal.”)
  - If the Independent Review Organization “upholds the decision” you have the right to a Level 3 Appeal. However, to make another appeal at Level 3, the dollar value of the medical care coverage you are requesting must meet a certain minimum. If the dollar value of the coverage you are requesting is too low, you cannot make another appeal, which means that the decision at Level 2 is final. The written notice you get from the Independent Review Organization will tell you how to find out the dollar amount to continue the appeals process.

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).
- If your Level 2 Appeal is turned down and you meet the requirements to continue with the appeals process, you must decide whether you want to go on to Level 3 and

make a third appeal. The details on how to do this are in the written notice you get after your Level 2 Appeal.

- The Level 3 Appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

<b>Section 5.5      What if you are asking us to pay you for our share of a bill you have received for medical care?</b>
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If you want to ask us for payment for medical care, start by reading Chapter 5 of this booklet: *Asking us to pay our share of a bill you have received for covered medical services*. Chapter 5 describes the situations in which you may need to ask for reimbursement or to pay a bill you have received from a provider. It also tells how to send us the paperwork that asks us for payment.

### **Asking for reimbursement is asking for a coverage decision from us**

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

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

- If the medical care you paid for is covered and you followed all the rules, we will send you the payment for our share of the cost of your medical care within 60 calendar days after we receive your request. Or, if you haven't paid for the services, we will send the payment directly to the provider. (When we send the payment, it's the same as saying *yes* to your request for a coverage decision.)
- If the medical care is not covered, or you did *not* follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the services and the reasons why in detail. (When we turn down your request for payment, it's the same as saying *no* to your request for a coverage decision.)

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

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

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

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

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## **SECTION 6    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 Chapter 4 of this booklet: *Medical Benefits Chart (what is covered and what you pay)*.

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

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

<b>Section 6.1    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 customer service (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 your right to know who will pay for it.
- Where to report any concerns you have about quality of your hospital care.
- Your right to appeal your discharge decision if you think you are being discharged from the hospital too soon.

Legal Terms
The written notice from Medicare tells you how you can “ <b>request an immediate review.</b> ” Requesting an immediate review is a formal, legal way to ask for a delay in your discharge date so that we will cover your hospital care for a longer time. (Section 6.2 below tells you how you can request an immediate review.)

**2. You will be asked to sign the written notice to show that you received it and understand your rights.**

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

**3. Keep your copy** of the 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 customer service (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 the notice online at



[www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices](https://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices).

<b>Section 6.2      Step-by-step: How to make a Level 1 Appeal to change your hospital discharge date</b>
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If you want to ask for your 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 customer service (phone numbers are printed on the back cover of this booklet). Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance (see Section 2 of this chapter).

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

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

***What is the Quality Improvement Organization?***

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

***How can you contact this organization?***

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

***Act quickly:***

- To make your appeal, you must contact the Quality Improvement Organization *before* you leave the hospital and **no later than midnight the day of your discharge**. (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 and you still wish to appeal, you must make an appeal directly to our plan instead. For details about this other way to make your appeal, see Section 6.4.

***Ask for a “fast review”:***

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

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

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

***What happens during this review?***

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

### Legal Terms

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

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

*What happens if the answer is yes?*

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

*What happens if the answer is no?*

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

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

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

<b>Section 6.3      Step-by-step: How to make a Level 2 Appeal to change your hospital discharge date</b>
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If the Quality Improvement Organization has turned down your appeal, *and* you stay in the hospital after your planned discharge date, then you can make a Level 2 Appeal. During a Level 2 Appeal, you ask the Quality Improvement Organization to take another look at the decision they made on your first appeal. 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 the Quality Improvement Organization said *no* to your Level 1 Appeal. You can ask for this review only if you stay in the hospital after the date that your coverage for the care ended.

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

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

**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.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If the review organization turns down your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

<b>Section 6.4      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 Section 6.2, you must act quickly to contact the Quality Improvement Organization to start your first appeal of your hospital discharge. (“Quickly” means before you leave the hospital and no later than your planned discharge date, whichever comes first.) 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.

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

- For details on how to contact us, go to Chapter 2, Section 1 and look for the section called, *Contact customer service when you are making an appeal or complaint 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**

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.

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

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### Legal Terms

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

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

- We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 9 of this chapter tells how to make a complaint.)

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

- **The Independent Review Organization is an independent 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 an Administrative Law Judge or attorney adjudicator.

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

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

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

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

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

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

When 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.



<b>Section 7.2      We will tell you in advance when your coverage will be ending</b>
---

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.

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

The written notice is called the **“Notice of Medicare Non-Coverage.”**

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

<b>Section 7.3      Step-by-step: How to make a Level 1 Appeal to have our plan cover your care for a longer time</b>
---

If you want to ask us to cover your care for a longer period of time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

- **Follow the process.** Each step in the first two levels of the appeals process is explained below.
- **Meet the deadlines.** The deadlines are important. Be sure that you understand and follow the deadlines that apply to things you must do. There are also deadlines our plan must follow. (If you think we are not meeting our deadlines, you can file a complaint. Section 9 of this chapter tells you how to file a complaint.)

- **Ask for help if you need it.** If you have questions or need help at any time, please call customer service (phone numbers are printed on the back cover of this booklet). Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance (see Section 2 of this chapter).

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

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

*What is the Quality Improvement Organization?*

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

*How can you contact this organization?*

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

*What should you ask for?*

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

*Your deadline for contacting this organization.*

- You must contact the Quality Improvement Organization to start your appeal by noon of the day before the effective date on the Notice of Medicare Non-Coverage.
- If you miss the deadline for contacting the Quality Improvement Organization and you still wish to file an appeal, you must make an appeal directly to us instead. For details about this other way to make your appeal, see Section 7.5.

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

*What happens during this review?*

- Health professionals at the Quality Improvement Organization (we will call them “the reviewers” for short) will ask you (or your representative) why you believe coverage for

the services should continue. You don't have to prepare anything in writing, but you may do so if you wish.

- The review organization will also look at your medical information, talk with your doctor, and review information that our plan has given to them.
- By the end of the day the reviewers inform us of your appeal, and you will also get a written notice from us that explains in detail our reasons for ending our coverage for your services.

Legal Terms
This notice of explanation is called the “Detailed Explanation of Non-Coverage.”

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

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

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

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

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

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

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

<b>Section 7.4</b>	<b>Step-by-step: How to make a Level 2 Appeal to have our plan cover your care for a longer time</b>
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If the Quality Improvement Organization has turned down your appeal and you choose to continue getting care after your coverage for the care has ended, then you can make a Level 2 Appeal. During a Level 2 Appeal, you ask the Quality Improvement Organization to take another look at the decision they made on your first appeal. If the Quality Improvement Organization turns down your Level 2 Appeal, you may have to pay the full cost for your home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* the date when we said your coverage would end.

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

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

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

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

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

**Step 3: Within 14 days of receipt of your appeal request, reviewers will decide on your appeal and tell you their decision.**

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

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

***What happens if the review organization says no?***

- It means they agree with the decision we made to your Level 1 Appeal and will not change it.

- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

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

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

<b>Section 7.5 What if you miss the deadline for making your Level 1 Appeal?</b>
--

**You can appeal to us instead**

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

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

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

Here are the steps for a Level 1 Alternate Appeal:

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

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

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

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

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

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

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 “ <b>Independent Review Entity.</b> ” It is sometimes called the “ <b>IRE.</b> ”

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

- We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 9 of this chapter tells how to make a complaint.)

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

- **The Independent Review Organization is an independent 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 an Administrative Law Judge or attorney adjudicator.

- Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

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

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<b>Section 8.1 Appeal Levels 3, 4, and 5 for Medical Service Requests</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 (called an <b>Administrative Law Judge</b> ) or an <b>attorney adjudicator who works for the Federal government</b> will review your appeal and give you an answer.
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- **If the Administrative Law Judge or attorney adjudicator says yes to your appeal, the appeals process *may* or *may not* be over** - We will decide whether to appeal this decision to Level 4. Unlike a decision at Level 2 (Independent Review Organization), we have the right to appeal a Level 3 decision that is favorable to you.
  - If we decide *not* to appeal the decision, we must authorize or provide you with the service within 60 calendar days after receiving the Administrative Law Judge's or attorney adjudicator's decision.
  - If we decide to appeal the decision, we will send you a copy of the Level 4 Appeal request with any accompanying documents. We may wait for the Level 4 Appeal decision before authorizing or providing the service in dispute.
- **If the Administrative Law Judge or attorney adjudicator says no to your appeal, the appeals process *may* or *may not* be over.**
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.



- If you do not want to accept the decision, you can continue to the next level of the review process. If the Administrative Law Judge or attorney adjudicator says no to your appeal, the notice you get will tell you what to do next if you choose to continue with your appeal.

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

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

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

- This is the last step of the appeals process.

## **MAKING COMPLAINTS**

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

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

**Section 9.1 What kinds of problems are handled by the complaint process?**

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

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

<b>Complaint</b>	<b>Example</b>
<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 customer service 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 or other health professionals? Or by our customer service 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, 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>
<b>Information you get from us</b>	<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>

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

Complaint	Example
<b>Timeliness</b> (These types of complaints are all related to the timeliness of our actions related to coverage decisions and appeals)	<p>The process of asking for a coverage decision and making appeals is explained in Sections 4-8 of this chapter. If you are asking for a coverage 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, 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>

### Section 9.2 The formal name for “making a complaint” is “filing a grievance”

Legal Terms
<ul style="list-style-type: none"> <li>• What this section calls a “<b>complaint</b>” is also called a “<b>grievance</b>.”</li> <li>• Another term for “<b>making a complaint</b>” is “<b>filing a grievance</b>.”</li> <li>• Another way to say “<b>using the process for complaints</b>” is “<b>using the process for filing a grievance</b>.”</li> </ul>

<b>Section 9.3 Step-by-step: Making a complaint</b>
---

**Step 1: Contact us promptly – either by phone or in writing.**

- **Usually, calling customer service is the first step.** If there is anything else you need to do, customer service will let you know. Contact customer service at (505) 923-6060 or 1-800-797-5343 (TTY 711). Our hours are 8 a.m. to 8 p.m., 7 days a week. If you are calling from **April 1 through September 30**, our hours are 8 a.m. to 8 p.m., Monday through Friday (except holidays).
- **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 have someone submitting a complaint for you, your complaint must include an Appointment of Representative form authorizing this person to represent you. To get the form, call customer service (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 [www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf](http://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf) or on our website at [www.phs.org/Medicare](http://www.phs.org/Medicare). While we can accept a complaint 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 complaint request (our deadline for conducting a review), your complaint 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 complaint.
- **Whether you call or write, you should contact customer service 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.**

<b>Legal Terms</b>
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 within 30 calendar days.** If we need more information and the delay is in your best interest or if you ask for more time, we can take up to 14 more calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.
- **If we do not agree** with some or all of your complaint or don't take responsibility for the problem you are complaining about, we will let you know. Our response will include our reasons for this answer. We must respond whether we agree with the complaint or not.

<b>Section 9.4     You can also make complaints about quality of care to the Quality Improvement Organization</b>
---

You can make your complaint about the quality of care you received by using the step-by-step process outlined above.

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

- **You can make your complaint to the Quality Improvement Organization.** If you prefer, you can make your complaint about the quality of care you received directly to this organization (*without* making the complaint to us).
  - The Quality Improvement Organization is a group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients.
  - To find the name, address, and phone number of the Quality Improvement Organization for your state, look in Chapter 2, Section 4, of this booklet. If you make a complaint to this organization, we will work with them to resolve your complaint.
- **Or you can make your complaint to both at the same time.** If you wish, you can make your complaint about quality of care to us and also to the Quality Improvement Organization.

<b>Section 9.5     You can also tell Medicare about your complaint</b>
--

You can submit a complaint about Presbyterian MediCare PPO Plan 1 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 have any other feedback or concerns, or if you feel the plan is not addressing your issue, please call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

# CHAPTER 8

*Ending your membership in the plan*

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

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

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

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**SECTION 1 Introduction**

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<b>Section 1.1 This chapter focuses on ending your membership in our plan</b>
---

Ending your membership in Presbyterian MediCare PPO Plan 1 may be **voluntary** (your own choice) or **involuntary** (not your own choice):

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

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

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

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

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

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

- **When is the Annual Enrollment Period?** This happens from October 15 to December 7.
- **What type of plan can you switch to during the Annual Enrollment Period?** You can choose to keep your current coverage or make changes to your coverage for the



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

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upcoming year. If you decide to change to a new plan, you can choose any of the following types of plans:

- Another Medicare health plan. (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.)
- Original Medicare *with* a separate Medicare prescription drug plan.
- – *or* – Original Medicare *without* a separate Medicare prescription drug plan.
- **When will your membership end?** Your membership will end when your new plan's coverage begins on January 1.

**Section 2.2 You can end your membership during the Medicare Advantage Open Enrollment Period**

You have the opportunity to make *one* change to your health coverage during the **Medicare Advantage Open Enrollment Period**.

- **When is the annual Medicare Advantage Open Enrollment Period?** This happens every year from January 1 to March 31.
- **What type of plan can you switch to during the annual Medicare Advantage Open Enrollment Period?** During this time, you can:
  - Switch to another Medicare Advantage Plan. (You can choose a plan that covers prescription drugs or one that does not cover prescription drugs.)
  - Disenroll from our plan and obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time.
- **When will your membership end?** Your membership will end on the first day of the month after you enroll in a different Medicare Advantage plan or we get your request to switch to Original Medicare. If you also choose to enroll in a Medicare prescription drug plan, your membership in the drug plan will begin the first day of the month after the drug plan gets your enrollment request.

**Section 2.3 In certain situations, you can end your membership during a Special Enrollment Period**

In certain situations, members of Presbyterian MediCare PPO Plan 1 may be eligible to end their membership at other times of the year. This is known as a **Special Enrollment Period**.

- **Who is eligible for a Special Enrollment Period?** If any of the following situations apply to you, you may be eligible to end your membership during a Special Enrollment Period. These are just examples, for the full list you can contact the plan, call Medicare, or visit the Medicare website ([www.medicare.gov](http://www.medicare.gov)):

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

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- Usually, when you have moved.
  - If you have Centennial Care (Medicaid).
  - 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 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.
- **When will your membership end?** Your membership will usually end on the first day of the month after your request to change your plan is received.

**Section 2.4      Where can you get more information about when you can end your membership?**

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

- You can **call customer service** (phone numbers are printed on the back cover of this booklet).
- You can find the information in the *Medicare & You 2022* handbook.
  - Everyone with Medicare receives a copy of the *Medicare & You 2022* handbook 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 ([www.medicare.gov](http://www.medicare.gov)). Or, you can order a printed copy by calling Medicare at the number below.
- You can contact **Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

**Chapter 8. Ending your membership in the plan****SECTION 3 How do you end your membership in our plan?****Section 3.1 Usually, you end your membership by enrolling in another plan**

Usually, to end your membership in our plan, you simply enroll in another Medicare plan during one of the enrollment periods (see Section 2 in this chapter for information about the enrollment periods). However, if you want to switch from our plan to Original Medicare *without* a Medicare prescription drug plan, you must ask to be disenrolled from our plan. There are two ways you can ask to be disenrolled:

- You can make a request in writing to us. Contact customer service 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.

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

<b>If you would like to switch from our plan to:</b>	<b>This is what you should do:</b>
<ul style="list-style-type: none"> <li>• Another Medicare health plan</li> </ul>	<ul style="list-style-type: none"> <li>• Enroll in the new Medicare health plan. You will automatically be disenrolled from Presbyterian MediCare PPO Plan 1 when your new plan's coverage begins.</li> </ul>
<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. You will automatically be disenrolled from Presbyterian MediCare PPO Plan 1 when your new plan's coverage begins.</li> </ul>

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

If you would like to switch from our plan to:	This is what you should do:
<ul style="list-style-type: none"> <li>Original Medicare <i>without</i> a separate Medicare prescription drug plan</li> </ul>	<ul style="list-style-type: none"> <li><b>Send us a written request to disenroll.</b> Contact customer service 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> <li>You will be disenrolled from Presbyterian MediCare PPO Plan 1 when your coverage in Original Medicare begins.</li> </ul>

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

### **Section 4.1 Until your membership ends, you are still a member of our plan**

If you leave Presbyterian MediCare PPO Plan 1, it may take time before your membership ends and your new Medicare coverage goes into effect. (See Section 2 for information on when your new coverage begins.) During this time, you must continue to get your medical care through our plan.

- If you are hospitalized on the day that your membership ends, your hospital stay will usually be covered by our plan until you are discharged** (even if you are discharged after your new health coverage begins).

## **SECTION 5 Presbyterian MediCare PPO Plan 1 must end your membership in the plan in certain situations**

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

**Presbyterian MediCare PPO Plan 1 must end your membership in the plan if any of the following happen:**

- If you no longer have Medicare Part A and Part B.

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

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- If you move out of our service area.
- If you are away from our service area for more than six months.
  - If you move or take a long trip, you need to call customer service to find out if the place you are moving or traveling to is in our plan's area. (Phone numbers for customer service 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 intentionally give us incorrect information when you are enrolling in our plan and that information affects your eligibility for our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- If you continuously behave in a way that is disruptive and makes it difficult for us to provide medical care for you and other members of our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- If you let someone else use your membership card to get medical care. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
  - If we end your membership because of this reason, Medicare may have your case investigated by the Inspector General.
- If you do not pay the plan premiums for 60 days.
  - We must notify you in writing if you do not pay plan premiums for 30 days. Our notification in writing explains that you have an additional 60 days from the date of notice before we end your membership in this plan.

**Where can you get more information?**

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

- You can call **customer service** for more information (phone numbers are printed on the back cover of this booklet).

**Section 5.2     We cannot ask you to leave our plan for any reason related to your health**

Presbyterian MediCare PPO Plan 1 is not allowed to ask you to leave our plan for any reason related to your health.

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

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**What should you do if this happens?**

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

<b>Section 5.3      You have the right to make a complaint if we end your membership in our plan</b>
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If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership. You can also look in Chapter 7, Section 9 for information about how to make a complaint.

# CHAPTER 9

*Legal notices*

**Chapter 9. Legal notices**

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**Chapter 9. Legal notices**

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

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

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## **SECTION 2 Notice about nondiscrimination**

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Our plan must obey laws that protect you from discrimination or unfair treatment. **We don't discriminate** based on race, ethnicity, national origin, color, religion, sex, gender, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location within the service area. All organizations that provide Medicare Advantage plans, like our plan, must obey Federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, all other laws that apply to organizations that get Federal funding, and any other laws and rules that apply for any other reason.

If you want more information or have concerns about discrimination or unfair treatment, please call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 (TTY 1-800-537-7697) or your local Office for Civil Rights.

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

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## **SECTION 3 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, Presbyterian MediCare PPO Plan 1, 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.

# CHAPTER 10

*Definitions of important words*

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

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

**Annual Enrollment Period** – A set time each fall when members can change their health or drug plans or switch to Original Medicare. The Annual Enrollment Period is from October 15 until December 7.

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

**Balance Billing** – When a provider (such as a doctor or hospital) bills a patient more than the plan's allowed cost-sharing amount. As a member of Presbyterian MediCare PPO Plan 1, you only have to pay our plan's cost-sharing amounts when you get services covered by our plan. We do not allow providers to "balance bill" or otherwise charge you more than the amount of cost-sharing your plan says you must pay.

**Benefit Period** – The way that 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. You must pay the inpatient hospital deductible for each benefit period. There is no limit to the number of benefit periods.

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

**Coinsurance** – An amount you may be required to pay as your share of the cost for services. Coinsurance is usually a percentage (for example, 20%).

**Combined Maximum Out-of-Pocket Amount** – This is the most you will pay in a year for all services from both network (preferred) providers and out-of-network (non-preferred) providers. See Chapter 4, Section 1, for information about your combined maximum out-of-pocket amount. Hearing aids do not count towards your out-of-pocket maximum.

**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

**Chapter 10. Definitions of important words**

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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 or hospital outpatient visit. A copayment is a set amount, rather than a percentage. For example, you might pay \$10 or \$20 for a doctor’s visit.

**Cost-sharing** – Cost-sharing refers to amounts that a member has to pay when services are received. (This is in addition to the plan’s monthly premium.) Cost-sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services are covered; (2) any fixed “copayment” amount that a plan requires when a specific service is received; or (3) any “coinsurance” amount, a percentage of the total amount paid for a service, that a plan requires when a specific service is received.

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

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

**Custodial Care** – Custodial care is personal care provided in a nursing home, hospice, or other facility setting when you do not need skilled medical care or skilled nursing care. Custodial care is personal care that can be provided by people who don’t have professional skills or training, such as help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving around, and using the bathroom. It may also include the kind of health-related care that most people do themselves, like using eye drops. Medicare doesn’t pay for custodial care.

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

**Deductible** – The amount you must pay for health care 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).

**Chapter 10. Definitions of important words**

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**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. Authorization rules apply for continuous glucose monitor (CGM) products.

**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.

**Grievance** - A type of complaint you make about us, 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 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.

**Chapter 10. Definitions of important words**

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**In-Network Maximum Out-of-Pocket Amount** – The most you will pay for covered services received from network (preferred) providers. After you have reached this limit, you will not have to pay anything when you get covered services from network providers for the rest of the contract year. However, until you reach your combined out-of-pocket amount, you must continue to pay your share of the costs when you seek care from an out-of-network (non-preferred) provider. See Chapter 4, Section 1, for information about your in-network maximum out-of-pocket amount. Hearing aids do not count towards your out-of-pocket maximum.

**Medicaid (or Medical Assistance)** – A joint Federal and state program that helps with medical costs for some people with low incomes and limited resources. Medicaid programs vary from state to state, but most health care costs are covered if you qualify for both Medicare and Medicaid. See Chapter 2, Section 6 for information about how to contact Medicaid in your state.

**Medically Necessary** – Services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

**Medicare** – The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant). People with Medicare can get their Medicare health coverage through Original Medicare, a PACE plan, or a Medicare Advantage Plan.

**Medicare Advantage Open Enrollment Period** – A set time each year when members in a Medicare Advantage plan can cancel their plan enrollment and switch to another Medicare Advantage plan, or obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time. The Medicare Advantage Open Enrollment Period is from January 1 until March 31 and is also available for a 3-month period after an individual is first eligible for Medicare.

**Medicare Advantage (MA) Plan** – Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage Plan can be an HMO, PPO, a Private Fee-for-Service (PFFS) plan, or a Medicare Medical Savings Account (MSA) plan. When you are enrolled in a Medicare Advantage Plan, Medicare services are covered through the plan, and are not paid for under Original Medicare. In most cases, Medicare Advantage Plans also offer Medicare Part D (prescription drug coverage). These plans are called **Medicare Advantage Plans with Prescription Drug Coverage**. Everyone who has Medicare Part A and Part B is eligible to join any Medicare Advantage health plan that is offered in their area.

**Medicare-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.

**Chapter 10. Definitions of important words**

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**Medicare Health Plan** – A Medicare health plan is offered by a private company that contracts with Medicare to provide Part A and Part B benefits to people with Medicare who enroll in the plan. This term includes all Medicare Advantage Plans, Medicare Cost Plans, Demonstration/Pilot Programs, and Programs of All-inclusive Care for the Elderly (PACE).

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

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

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

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

**Optional Supplemental Benefits** – Non-Medicare-covered benefits that can be purchased for an additional premium and are not included in your package of benefits. If you choose to have optional supplemental benefits, you may have to pay an additional premium. You must voluntarily elect Optional Supplemental Benefits in order to get them.

**Organization Determination** – The Medicare Advantage plan has made an organization determination when it makes a decision about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called “coverage decisions” in this booklet. Chapter 7 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 such as Medicare Advantage Plans and prescription drug plans. Under Original Medicare, Medicare services are covered by paying doctors, hospitals, and other health care providers payment amounts established by Congress. You can see any doctor, hospital, or other health care provider that accepts Medicare. You must pay the deductible. Medicare pays its share of the Medicare-approved amount, and you pay your share. Original Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance) and is available everywhere in the United States.

**Chapter 10. Definitions of important words**

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

**Out-of-Pocket Costs** – See the definition for “cost-sharing” above. A member’s cost-sharing requirement to pay for a portion of services received is also referred to as the member’s “out-of-pocket” cost requirement.

**PACE plan** – A PACE (Program of All-Inclusive Care for the Elderly) plan combines medical, social, and long-term care (LTC) services for frail people to help people stay independent and living in their community (instead of moving to a nursing home) as long as possible, while getting the high-quality care they need. People enrolled in PACE plans receive both their Medicare and Medicaid benefits through the plan.

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

**Part D** – The voluntary Medicare Prescription Drug Benefit Program. (For ease of reference, we will refer to the prescription drug benefit program as Part D.)

**Preferred Provider Organization (PPO) Plan** – A Preferred Provider Organization plan is a Medicare Advantage Plan that has a network of contracted providers that have agreed to treat plan members for a specified payment amount. A PPO plan must cover all plan benefits whether they are received from network or out-of-network providers. Member cost-sharing will generally be higher when plan benefits are received from out-of-network providers. PPO plans have an annual limit on your out-of-pocket costs for services received from network (preferred) providers and a higher limit on your total combined out-of-pocket costs for services from both network (preferred) and out-of-network (non-preferred) providers.

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

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

**Primary Care Provider (PCP)** – Your primary care provider is the doctor or other provider you see first for most health problems. He or she makes sure you get the care you need to keep you healthy. He or she also may talk with other doctors and health care providers about your care and refer you to them. In many Medicare health plans, you must see your primary care provider before you see any other health care provider. See Chapter 3, Section 2.1 for information about Primary Care Providers.



**Chapter 10. Definitions of important words**

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**Prior Authorization** – Approval in advance to get services. Some in-network medical services are covered only if your doctor or other network provider gets “prior authorization” from our plan. In a PPO, you do not need prior authorization to obtain out-of-network services. However, you may want to check with the plan before obtaining services from out-of-network providers to confirm that the service is covered by your plan and what your cost-sharing responsibility is. Covered services that need prior authorization are marked in the Benefits Chart in Chapter 4.

**Prosthetics and Orthotics** – These are medical devices ordered by your doctor or other health care provider. Covered items include, but are not limited to, arm, back and neck braces; artificial limbs; artificial eyes; and devices needed to replace an internal body part or function, including ostomy supplies and enteral and parenteral nutrition therapy.

**Quality Improvement Organization (QIO)** – A group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients. See Chapter 2, Section 4 for information about how to contact the QIO for your state.

**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 plan or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you move outside the service area, if you 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.

**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

**Chapter 10. Definitions of important words**

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needed services may be furnished by network providers or by out-of-network providers when network providers are temporarily unavailable or inaccessible.

## **Notice of Nondiscrimination and Accessibility**

### *Discrimination is Against the Law*

Presbyterian Healthcare Services is committed to equitable healthcare and exists to improve the health of patients, members and the communities we serve. We value diversity and inclusion and strive to treat all individuals with respect. We do not discriminate on the basis of race; color; ancestry; national origin (including limited English proficiency); citizenship; religion; sex (including pregnancy, childbirth or related medical conditions); marital status; sexual orientation; gender identity or expression; veteran status; military status; family care or medical leave status; age; physical or mental disability; medical condition; genetic information; ability to pay; or any other protected status. Presbyterian will provide reasonable accommodations and language access services for our patients, members, and workforce.

Presbyterian Healthcare Services:

- Provides free aids and services to people with disabilities to communicate effectively with use, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact the Presbyterian Customer Service Center at (505) 923-5420, 1-855-592-7737, TTY 711.

If you believe that Presbyterian Healthcare Services has failed to provide these services or discriminated against you in another way, you can file a grievance with Presbyterian by calling 1-866-977-3021, TTY 711, fax (505) 923-5124, or

**<https://ds.phs.org/ewcm/frmExample.do?m=complaintentry&complainttype=customer>.**

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:

**Address:** U.S. Department of Health and Human Services  
200 Independence Avenue SW, Room 509F, HHH Building  
Washington, D.C. 20201

**Phone:** 1-800-368-1019, 1-800-537-7697 (TDD)

Complaint forms are available at **<http://www.hhs.gov/ocr/office/file/index.html>**.

## **Aviso de no discriminación y accesibilidad**

### *La ley prohíbe la discriminación*

Presbyterian Healthcare Services se compromete a prestar servicios de atención médica equitativos y existe con el fin de mejorar la salud de los pacientes, de los asegurados y de las comunidades que servimos. Valoramos la diversidad y la inclusión y nos esforzamos por tratar a todos con respeto. No discriminamos por motivos de raza; color; linaje; origen nacional (incluso por dominio limitado del inglés); ciudadanía; religión; sexo (incluso por embarazos, partos o problemas médicos conexos); estado civil; orientación sexual; expresión o identidad de género; estado de veterano; estado militar; estado de ausencia familiar o médica; edad; discapacidad física o mental; estado médico; datos genéticos; capacidad de pago; o cualquier otro estado protegido. Presbyterian proporcionará adaptaciones razonables y servicios de acceso al idioma a nuestros pacientes, asegurados y fuerza laboral.

Presbyterian Healthcare Services:

- Presta servicios y ayuda a las personas con discapacidades para que se puedan comunicar efectivamente, por ejemplo:
  - Intérpretes calificados de lengua de señas
  - Información escrita en otros formatos (letra grande, grabaciones de audio, formatos electrónicos accesibles y otros formatos)
- Proporciona servicios gratuitos de acceso al idioma a las personas cuyo idioma principal no es inglés, por ejemplo:
  - Intérpretes calificados
  - Información escrita en otros idiomas

Si necesita alguno de esos servicios, llame al Centro de Servicio al Cliente de Presbyterian al (505) 923-5420, 1-855-592-7737, TTY 711.

Si cree que Presbyterian Healthcare Services no le ha proporcionado dichos servicios o si cree que le han discriminado de alguna otra manera, puede presentar una reclamación a Presbyterian si llama al 1-866-977-3021, TTY 711, fax (505) 923-5124, o

<https://ds.phs.org/ewcm/frmExample.do?m=complaintentry&complainttype=customer>.

Además puede presentar una queja formal referente a los derechos civiles a la Oficina de Derechos Civiles del Departamento de Salud y Servicios Humanos de los EE. UU. electrónicamente en el portal de quejas de la Oficina de Derechos Civiles, que está a su disposición en <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, o por correo o por teléfono al:

**Dirección:** U.S. Department of Health and Human Services  
200 Independence Avenue SW, Room 509F, HHH Building  
Washington, D.C. 20201

**Número de teléfono (gratuito):** 1-800-368-1019, 800-537-7697 (TDD)

Los formularios de quejas están a su disposición en <http://www.hhs.gov/ocr/office/file/index.html>.

# Multi-Language Interpreter Services

English	ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 505-923-5420, 1-855-592-7737 (TTY: 711).
Spanish	ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 505-923-5420, 1-855-592-7737 (TTY: 711).
Navajo	Díí baa akó nínízin: Díí saad bee \ i QtáWRJiné %a] aad, saad bee iNiQiQtGDQiZiGp', t'áá jiik'eh éí ná hóló, koji' hódíílnih 505-923-5420, 1-855-592-7737 (TTY: 711)
Vietnamese	CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 505-923-5420, 1-855-592-7737 (TTY: 711).
German	ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 505-923-5420, 1-855-592-7737 (TTY: 711).
Chinese	注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 505-923-5420, 1-855-592-7737 (TTY: 711)。
Arabic	توافع لأمم قات ٥٠٥-٩٢٣-٥٤٢٠، (TTY: 711)، ٥٠٥-٩٢٣-٥٤٢٠، ١-٨٥٥-٥٩٢-٧٧٣٧ ٥٠٥-٩٢٣-٥٤٢٠، ١-٨٥٥-٥٩٢-٧٧٣٧ (TTY: 711).
Korean	주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 505-923-5420, 1-855-592-7737 (TTY: 711) 번으로 전화해 주십시오.
Tagalog-Filipino	PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 505-923-5420, 1-855-592-7737 (TTY: 711).
Japanese	注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。505-923-5420, 1-855-592-7737 (TTY: 711) まで、お電話にてご連絡ください。
French	ATTENTION: Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 505-923-5420, 1-855-592-7737 (ATS: 711).
Italian	ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 505-923-5420, 1-855-592-7737 (TTY: 711).
Russian	ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 505-923-5420, 1-855-592-7737 (телетайп: 711).
Hindi	ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 505-923-5420, 1-855-592-7737 (TTY: 711) पर कॉल करें।
Farsi	توجه: اگر به زبان انگلیسی صحبت می کنید، سرویس های دستیار زبان به صورت رایگان در اختیاران قرار می گیرند. با شماره 505-923-5420، 1-855-592-7737 (TTY: 711) تماس بگیرید.
Thai	เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 505-923-5420, 1-855-592-7737 (TTY: 711).

## OUR PRIVACY PRACTICES AND YOUR RIGHTS: JOINT 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.**

The privacy practices of Presbyterian Healthcare Services ("Presbyterian") and certain organizations that participate in an organized health care arrangement ("OHCA") with Presbyterian are described in this *Joint Notice of Privacy Practices* ("Notice"). Health information about you is contained in our records, but the information in those records belongs to you. This Notice will help you understand how we protect the privacy of your health information and how to complain if you believe your privacy rights have been violated. The terms "we" and "our" used in this Notice refer to Presbyterian and the members of our OHCA that share this Notice and agree to abide by its terms.

### HOW WE PROTECT THE PRIVACY OF YOUR HEALTH INFORMATION

Whenever possible, Presbyterian uses or shares health information that doesn't identify you. We have policies and procedures to protect the privacy of health information that does identify you. We have a training program to educate our employees and others about our privacy policies. Your health information is only used or shared for our business purposes or as otherwise required or allowed by law. When a service involving your health information is being performed by a third party, we require a written agreement with them to protect the privacy of your health information.

### OUR RESPONSIBILITIES

- We are required by law to maintain the privacy of your health information.
- We are required to provide patients, except inmates, with this Notice that describes our legal duties and privacy practices regarding protected health information.
- We have a legal duty to notify you, and you have a right to know when your protected health information has been inappropriately accessed, used, or disclosed as a result of a breach.
- We must follow the terms of the most current *Joint Notice of Privacy Practice*, and are required to ask you for a written acknowledgement that you received a copy.

### YOUR HEALTH INFORMATION RIGHTS

You have rights with respect to your protected health information. For more information on how to exercise these rights, see the *How to Make a Request* section of this Notice. The health information rights described in this Notice also apply to a person with legal authority to make health care decisions for a child or other person (for example, a parent or legal guardian). There are exceptions. For example, in New Mexico some health care services can be provided to a minor without the consent of a parent, guardian or other person. In these cases, the minor has the rights described in this Notice for health information related to the health care service provided. Some of the rights described here are subject to certain limitations and conditions.

***Right to See and Get a Copy of Health Information.*** You have the right to see and get a copy of your health information. Usually, this information is contained in medical and billing records. You must make a request in writing to see or get a copy of your health information in our designated record set.

***Right to Amend Incorrect or Incomplete Health Information.*** We strive to ensure that health information kept in our records is accurate and complete. However, occasionally a mistake can occur. You have the right to request that we change incorrect or incomplete health information in our records. We may deny your request if appropriate.

***Right to Request Confidential Communications.*** You have the right to request that we deliver health information to you in a certain way or at a certain location. We must agree to a reasonable request or may deny your request if it is against the law or our policies.

***Right to Request Restrictions of the Use or Disclosure of Your Health Information.*** You have the right to request that your health information is not used or shared for certain purposes. We are not required to agree to your request except if required by law, or if you request restriction to disclosure of your protected health information to the health plan and you pay Presbyterian for those services or health care items in full. We must tell you if we cannot agree to your request.

***Right to Request an Accounting of Disclosures.*** You have the right to request an *Accounting of Disclosures*. This report will show when your health information was shared by us outside of our organization without your written authorization.

***Right to Receive a Paper Copy of this Notice.*** You have a right to receive a paper copy of this Notice, even if you also agreed to receive it electronically.

## **WHEN HEALTH INFORMATION CAN BE USED OR SHARED WITHOUT A WRITTEN AUTHORIZATION**

***For Treatment.*** We use and share your health information to provide medical treatment to you by our health care providers.

***For Payment.*** We use and share your health information in order to receive or facilitate payment for the treatment and services provided to you.

***For Health Care Operations.*** We use and share health information in order to operate our business and deliver quality care and services to our patients.

***Required by Law.*** We will use and share your health information when required by federal, state or local law.

***Emergency Situations.*** We will use professional judgment to decide if sharing your health information is in your best interest during a health emergency or if you are incapacitated.

***Public Health Activities.*** We share your health information with public health authorities to ensure the public welfare.

***Health Oversight Activities.*** Your health information may be shared with health oversight agencies that have authority to monitor our activities.

***Legal and Administrative Proceedings.*** Your health information may be shared as part of an administrative or legal proceeding.

***Law Enforcement.*** If a law enforcement official requests, we may share only very limited health information.

**Coroners, Medical Examiners and Funeral Directors.** The health information of a deceased person may be shared with coroners, medical examiners and funeral directors so they can carry out their duties.

**Organ and Tissue Donation.** Your health information may be shared with organizations that obtain, store or transplant human organs and tissues.

**Public Safety.** Your health information may be shared to prevent or lessen a serious and immediate threat to the health or safety of anyone or the general public.

**Special Government Functions.** Your health information may be shared with federal officials for national security purposes authorized by law.

**Correctional Institutions.** If you are an inmate, your health information may be shared with correctional institutions or law enforcement officials in order to protect your health, or the health and safety of others.

**Worker's Compensation.** Your health information may be used or shared as required by worker's compensation laws.

**Change of Ownership.** If Presbyterian or any member of the OHCA that shares this Notice is sold or merged with another organization, records that contain your health information will become the property of the new owner.

**Secretary of Health and Human Services.** We are required by law to share health information with the Secretary of the U.S. Department of Health and Human Services (HHS) when HHS requests the health information to determine our compliance with privacy law.

## **WHEN A WRITTEN AUTHORIZATION IS REQUIRED TO USE OR SHARE HEALTH INFORMATION**

We will not use or share your health information without your written authorization unless required by law or as described in this *Joint Notice of Privacy Practices*. You may cancel an authorization in writing at any time, except to the extent we have already taken action according to the authorization.

**Marketing.** We do not use or share your health information for marketing purposes without a written authorization from you. There are two exceptions that are permitted: when we have a face-to-face conversation with you or when we give you a promotional gift of little or no monetary value. If a marketing activity would involve any direct or indirect remuneration to us from a third party, the written authorization you would be asked to sign will state that fact.

**Research.** With your written authorization, we may share your health information with researchers conducting research that has been approved by Presbyterian's Institutional Review Board or another research/privacy board.

**Sale of Protected Health Information.** We do not sell your health information to anyone.

## **WHEN YOU MAY RESTRICT OR OPT OUT OF THE USE OR SHARING OF YOUR HEALTH INFORMATION**

**Facility Directory.** Unless you object, we will use your name, your location in our facility, your general medical condition and your religious preference as directory information. Directory information may be shared with members of the clergy of your faith.



**Notification and Communication with Family or Others Involved in Your Care.** Unless you tell us that you object, we may share your health information with a person involved in your healthcare. If we do so, we may only share the information directly related to that person's involvement in your care or payment for your care.

**Disaster Relief Activities.** Unless you tell us that you object, we may use and share your health information with a public or private organization legally authorized to assist in disaster relief efforts so that your family can be notified about your condition, status and location.

**Fundraising.** We may contact you to raise funds for Presbyterian. The money raised is used for health care services and educational programs we provide to the community. Fundraising materials will describe your right to opt out of future fundraising. For more information see the *How to Make a Request* section of this Notice.

## **PREBYTERIAN'S RIGHT TO CHANGE THIS PRIVACY NOTICE**

Presbyterian reserves the right to change the privacy practices described in this *Joint Notice of Privacy Practices* at any time. If the terms of this Notice should change, we will publish a new Notice and post it in our facilities and on our web site. It will be given to you upon request and as required by law. The terms described in the new Notice will apply to all health information maintained by Presbyterian and all members of the OHCA that share this Notice. You may obtain an electronic copy of this Notice from our web site at [www.phs.org](http://www.phs.org).

## **OTHER PARTICIPANTS IN OUR ORGANIZED HEALTH CARE ARRANGEMENT (OHCA)**

The law allows members of an OHCA to share your health information with each other for certain purposes: for treatment, to receive payment for services, or for the health care operations of the OHCA. The following OHCA members have agreed to follow the privacy practices described in this *Joint Notice of Privacy Practices*:

- Presbyterian Healthcare Services – All facilities
- All facilities and clinics operated, leased or managed by Presbyterian
- Hospital-based physicians and groups who agree with Presbyterian to be subject to this Notice.
- Presbyterian Home Healthcare Services – All divisions

Presbyterian is also a member of an OHCA with Presbyterian Health Plan, Inc. and Presbyterian Insurance Company, Inc. which have their own Notice.

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**HOW TO MAKE A REQUEST:** To request a copy of, an amendment to, or an *Accounting of Disclosures* of your health information from Presbyterian, you may contact Health Information Management at (505) 841-1740 or outside Albuquerque at 1-866-352-1528. To request that Fundraising materials not be sent to you, contact: Presbyterian Healthcare Foundation at (505) 724-6580. To file a complaint about our privacy practices, contact the Presbyterian Privacy Official at (505) 923-6176 or the Secretary of HHS, Office for Civil Rights, Region VI, 1301 Young Street, Suite 1169, Dallas, TX 75202. You will not be retaliated against for filing a complaint. For further information, contact Presbyterian's Compliance Dept. at (505) 923-8544.

Effective as of amendment date – August 1, 2013

# NUESTRAS PRÁCTICAS REFERENTES A LA PRIVACIDAD Y SUS DERECHOS: NOTIFICACIÓN CONJUNTA DE LAS PRÁCTICAS REFERENTES A LA PRIVACIDAD

**Esta notificación describe la manera en que se puede utilizar y divulgar su información médica y cómo usted puede conseguir dicha información. Sirvase repasarla con cuidado.**

Las prácticas referentes a la privacidad del Presbyterian Healthcare Services ("Presbyterian") y de ciertas organizaciones que participan en un Acuerdo Organizado de Atención Clínica [OHCA, las iniciales en inglés] con el Presbyterian se describen en esta *Notificación Conjunta de las Prácticas Referentes a la Privacidad* ("notificación"). La información sobre su salud se guarda en nuestros expedientes, sin embargo la información que se contiene en dichos expedientes pertenece a usted. Esta notificación le ayudará a entender cómo protegemos la privacidad de la información sobre su salud y cómo puede presentar una reclamación si usted cree que se han infringido sus derechos a la privacidad. Los términos "nosotros" y "nuestro/a/os/as" que se utilizan en esta notificación se refieren al Presbyterian y a los integrantes de nuestro Acuerdo Organizado de Atención Clínica [OHCA, las iniciales en inglés] que participan en esta notificación y que aceptan cumplir los términos de la misma.

## CÓMO PROTEGEMOS LA PRIVACIDAD DE LA INFORMACIÓN SOBRE SU SALUD

Dentro de lo posible, el Presbyterian divulga la información sobre la salud que no le identifica a usted directamente. Tenemos normas y procedimientos para proteger la privacidad de la información sobre la salud que le identifique directamente. Tenemos un programa de capacitación para nuestros empleados y para otras personas con respecto a nuestras prácticas de privacidad. Sólo se utiliza o divulga la información sobre su salud para nuestros fines comerciales o según lo requiera la ley. Si un tercero lleva a cabo un servicio que involucra la información sobre su salud, requerimos que dicho tercero acepte un acuerdo con el fin de proteger la confidencialidad de la información sobre su salud.

## NUESTRAS RESPONSABILIDADES

- Por ley, se requiere que protejamos la privacidad de la información sobre su salud.
- Se requiere que proporcionemos a los pacientes, con excepción de los que estén encarcelados, esta notificación que describe nuestras obligaciones legales y nuestras prácticas referentes a la privacidad en lo que se refiere a la información sobre su salud.
- Es nuestra obligación legal avisarle, y usted tiene derecho a saber, si una persona o una entidad ha obtenido acceso inapropiado a la información protegida sobre su salud o si se ha utilizado o divulgado dicha información a causa de una infracción de los medios de protección.
- Debemos cumplir con los términos de nuestra *Notificación Conjunta de las Prácticas Referentes a la Privacidad* más reciente y se requiere que le pidamos que nos firme un acuse de recibo de la copia de dicha notificación.

## SUS DERECHOS CON RESPECTO A LA INFORMACIÓN SOBRE SU SALUD

Usted tiene derechos con respecto a la información protegida sobre su salud. Si usted desea recibir más información sobre cómo ejercer esos derechos, consulte la sección de esta notificación sobre *Cómo presentar una petición*. Los derechos referentes a la información sobre la salud que se describen en esta notificación también corresponden a la persona que cuenta con la autoridad legal de tomar decisiones sobre la atención médica de un menor o de otra persona (por ejemplo, los padres o el tutor). Hay excepciones. Por ejemplo, en Nuevo México se pueden prestar algunos servicios de atención médica a los menores sin el consentimiento de los padres, del tutor o de otra persona. En esos casos el menor tiene los derechos que se describen en esta notificación con respecto a la información sobre la salud correspondiente al servicio de atención médica que se haya prestado. Algunos de los derechos que se describen más abajo están sujetos a ciertas restricciones y condiciones.

***El derecho a consultar o recibir una copia de la información sobre su salud.*** Usted tiene derecho a consultar y recibir una copia de la información sobre su salud. Por lo general, esa información se guarda en nuestros expedientes médicos y de cobros. Usted deberá presentar una petición por escrito para consultar o recibir copia de la información sobre su salud que conste en el conjunto de expedientes que se hayan designado.

***El derecho a enmendar información sobre su salud que esté incorrecta o incompleta.*** Nos empeñamos en asegurar que la información sobre la salud que guardamos en nuestros expedientes sea correcta y completa. Sin embargo, ocasionalmente se puede cometer un error. Usted tiene derecho a pedir que modifiquemos la información sobre su salud si está incorrecta o incompleta en nuestros expedientes. Podemos denegar su petición con tal que sea apropiado hacerlo.

***El derecho a pedir que las comunicaciones sean confidenciales.*** Usted tiene el derecho a pedir que le entreguemos la información sobre su salud de una manera específica o en un lugar específico. Debemos aceptar el cumplimiento de una petición razonable o podemos denegar su petición si va en contra de la ley o de nuestras normas.

***El derecho a pedir restricciones con respecto a cómo se utiliza o divulga la información sobre su salud.*** Usted tiene derecho a pedir que la información sobre su salud no se utilice ni se divulgue para ciertos fines. No se nos exige aceptar su petición a menos que se requiera por ley o si usted pide que se restrinja la divulgación de la información protegida sobre su salud al plan de seguro médico con tal que usted pague, en su totalidad, al Presbyterian por esos servicios o los artículos médicos. Deberemos informarle si no podemos aceptar su petición.

***El derecho a pedir un informe de las divulgaciones.*** Usted tiene derecho a solicitar un *Informe de las Divulgaciones*. Ese informe mostrará cuándo divulgamos la información sobre su salud a entidades fuera de nuestra organización sin su autorización escrita.

***El derecho a recibir una copia impresa de esta notificación.*** Usted tiene derecho a recibir una copia impresa de esta notificación, aún si usted aceptó recibirla de forma electrónica.

## **CUÁNDO SE PUEDE UTILIZAR O DIVULGAR LA INFORMACIÓN SOBRE SU SALUD SIN SU AUTORIZACIÓN POR ESCRITO**

***Para fines de tratamiento.*** Utilizamos y divulgamos la información sobre su salud a fin de que nuestros proveedores de servicios médicos le puedan proveer tratamientos médicos.

***Para fines de pagos.*** Utilizamos y divulgamos la información sobre su salud con el fin de recibir pagos por tratamientos o servicios que se le hayan proporcionado o para facilitar los pagos por los mismos.

***Para fines de las diligencias de los servicios médicos.*** Utilizamos y divulgamos la información sobre su salud para poder operar el elemento de negocios de nuestra organización y ofrecerles atención clínica y servicios médicos de alta calidad a nuestros pacientes.

***Cuando lo requiera la ley.*** Utilizaremos y divulgaremos la información sobre su salud cuando así lo requieran las leyes federales, estatales o locales.

***Para situaciones de emergencia.*** Utilizaremos nuestro criterio profesional para decidir si la divulgación de la información sobre su salud es lo mejor para usted en caso de una emergencia médica o si usted se encuentra incapacitado(a).

***Para las actividades de salubridad pública.*** Divulgamos la información sobre su salud a las autoridades de salubridad pública con fines de asegurar el bienestar público.

***Para las actividades de supervisión de organizaciones que prestan servicios clínicos.*** La información sobre su salud se puede divulgar a agencias que tengan autoridad para vigilar nuestras actividades.

***Para los procedimientos legales y administrativos.*** La información sobre su salud se puede divulgar como parte de un procedimiento administrativo o legal.

***Para el cumplimiento de la ley.*** Si así lo pide un funcionario del orden público, podemos divulgar sólo una porción muy limitada de la información sobre su salud.

***Para los médicos forenses, los investigadores médicos y los directores de funerarias.*** La información clínica de una persona fallecida se puede divulgar a los médicos forenses, los investigadores médicos y los directores de funerarias a fin de que puedan llevar a cabo sus obligaciones.

**Para la donación de órganos y tejidos.** Se puede divulgar la información sobre su salud a organizaciones que obtengan, conservan o trasplantan órganos y tejidos humanos.

**Para la seguridad pública.** Se puede divulgar la información sobre su salud para prevenir o atenuar un peligro grave y urgente a la salubridad o a la seguridad de una persona específica o del público en general.

**Para las diligencias especiales del gobierno.** Se puede divulgar la información sobre su salud a funcionarios federales para fines de seguridad nacional conforme a las leyes.

**A las instituciones penales.** Si usted está preso, la información sobre su salud se puede divulgar al personal de las instituciones penales o a los funcionarios del orden público a fin de proteger su salud, o la salud y la seguridad de los demás.

**A la división de compensación laboral.** Se puede utilizar o divulgar la información sobre su salud conforme a las leyes de compensación laboral.

**Si hay un cambio de propietario.** Si el Presbyterian o un integrante del OHCA que participa en esta notificación se vendieran o fusionaran con otra organización, los expedientes que contienen información sobre su salud pasarían a ser propiedad del nuevo dueño.

**Al Secretario de Salubridad y Servicios Humanos.** Se requiere por ley que divulguemos la información sobre la salud al Secretario del Departamento de Salubridad y Servicios Humanos de los Estados Unidos [U.S. Department of Health and Human Services, HHS] si dicha entidad gubernamental pide la información sobre la salud para verificar si estamos cumpliendo con la ley de la privacidad.

## **CUÁNDO SE REQUIERE LA AUTORIZACIÓN POR ESCRITO PARA UTILIZAR O DIVULGAR LA INFORMACIÓN SOBRE LA SALUD**

No utilizaremos ni divulgaremos la información sobre su salud sin su autorización escrita a menos que se requiera por ley o según se explica en esta *Notificación Conjunta de las Prácticas Referentes a la Privacidad*. Usted puede cancelar una autorización por escrito en cualquier momento, exceptuando el punto hasta el cual hayamos ya tomado acción conforme a dicha autorización.

**Para el mercadeo.** No utilizamos ni divulgamos la información sobre su salud con fines de mercadeo sin que usted lo autorice por escrito. Hay dos excepciones que se permiten: si conversamos en persona con usted acerca de eso o para darle un regalo de promoción cuyo valor monetario sea mínimo o nulo. Si una actividad de mercadeo requiere que se nos haga un pago directo o indirecto por parte de terceros, la autorización que se le pedirá que firme deberá indicar ese hecho.

**Para las investigaciones.** Con su autorización por escrito, podemos divulgar la información sobre su salud a los investigadores que estén llevando a cabo estudios aprobados por la Junta de Revisión Institucional del Presbyterian o por otra junta de investigaciones o de privacidad.

**La venta de la información protegida sobre su salud.** No vendemos a nadie la información sobre su salud.

## **CUÁNDO SE PERMITE QUE USTED RESTRINJA LA MANERA EN QUE SE UTILIZA O DIVULGA LA INFORMACIÓN SOBRE SU SALUD O PARA OPTAR POR NO PARTICIPAR EN ESAS ACTIVIDADES**

**En la guía del centro clínico.** A menos que usted nos diga que no está de acuerdo, utilizaremos su nombre, su localización en nuestro centro clínico, su estado médico general y su preferencia religiosa como parte de la información que consta en nuestra guía. La información que contiene la guía se puede divulgar a los clérigos de su fe.

**Para avisar y comunicarnos con los familiares y otras personas que participen en su atención médica.**

A menos que usted nos avise que se opone, podemos divulgar la información sobre su salud a las personas que participen en su atención médica. Si así lo hacemos, sólo podremos divulgar la información que corresponda directamente a la participación de esa persona en su atención médica o para que pague por la misma.

**Para las actividades de recuperación en caso de desastre.** A menos que usted nos avise que se opone, podemos utilizar y divulgar la información sobre su salud a una organización particular o pública que tenga autoridad legal para ayudar en esfuerzos de recuperación en caso de desastre a fin de avisar a sus familiares acerca de su afección médica, su estado de salud y su localización.

**Para las campañas de recaudar fondos.** Tal vez nos comuniquemos con usted a fin de recaudar fondos para el Presbyterian. Los fondos que se recauden se utilizan para prestar servicios médicos y para los programas educativos que ofrecemos a la comunidad. Los materiales de la campaña explican cómo usted puede solicitar que no se le envíen ese tipo de materiales en el futuro. Si usted desea conseguir información más detallada sobre eso, consulte la sección de Cómo presentar una petición de esta notificación.

## **EL PRESBYTERIAN TIENE DERECHO A CAMBIAR ESTA NOTIFICACIÓN DE LAS PRÁCTICAS REFERENTES A LA PRIVACIDAD**

El Presbyterian se reserva el derecho a cambiar las prácticas referentes a la privacidad que se explican en esta *Notificación de las Prácticas Referentes a la Privacidad* en cualquier momento. Si cambian los términos de esta notificación, se publicará una nueva notificación y se publicará en nuestros centros clínicos y en nuestro sitio web. Se le proporcionará a usted la nueva notificación si nos la pide y según lo requiera la ley. Los términos que se describan en la nueva notificación se aplican a toda la información sobre la salud que guarda tanto el Presbyterian como todos los integrantes del OHCA que participen en esta notificación. Usted puede obtener una copia electrónica de esta notificación en nuestro sitio web en la dirección: [www.phs.org](http://www.phs.org).

## **OTRAS ENTIDADES QUE PARTICIPAN EN NUESTRO ACUERDO ORGANIZADO DE ATENCIÓN CLÍNICA Y EN NUESTRA NOTIFICACIÓN CONJUNTA [OHCA, las iniciales en inglés]**

La ley permite que los integrantes de un Acuerdo Organizado de Atención Clínica [OHCA, las iniciales en inglés] compartan entre sí la información sobre su salud para ciertos fines: para tratamientos, para recibir pagos por servicios que se hayan prestado o para las diligencias de atención médica del OHCA. Los integrantes del OHCA que se enumeran a continuación han aceptado cumplir con las prácticas de privacidad que se describen en esta *Notificación Conjunta de las Prácticas Referentes a la Privacidad*:

- Presbyterian Healthcare Services: todos los centros clínicos
- Todos los centros clínicos y las clínicas que el Presbyterian opera, arrienda o administra
- Los médicos individuales y los grupos de médicos radicados en los hospitales que aceptan, junto con el Presbyterian, cumplir con lo que se establece en esta *Notificación Conjunta de las Prácticas Referentes a la Privacidad*.
- Los servicios de atención médica en casa que ofrece el Presbyterian: todas las divisiones

El Presbyterian también es integrante de un OHCA junto con el Presbyterian Health Plan, Inc. y el Presbyterian Insurance Company, Inc., que tienen sus propias notificaciones.

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**CÓMO PRESENTAR UNA PETICIÓN:** Si usted desea solicitar del Presbyterian una copia de la información sobre su salud, o para pedir una enmienda a la misma, o para pedir un Informe de las Divulgaciones de la información sobre su salud, usted se puede comunicar con Health Information Management [la administración de la información sobre la salud] al (505) 841-1740 o fuera de Albuquerque al 1-866-352-1528. Para pedir que no se le envíen los materiales de recaudación de fondos, comuníquese con el: Presbyterian Healthcare Foundation al (505) 724-6580. Si usted desea presentar una reclamación sobre las prácticas referentes a la privacidad, comuníquese con el funcionario del Presbyterian encargado de las cuestiones de privacidad [Presbyterian Privacy Official] al (505) 923-6176 o con el Secretary of HHS [Secretario del HHS], Office for Civil Rights [la oficina de derechos civiles], Region VI, 1301 Young Street, Suite 1169, Dallas, TX 75202. No se tomarán represalias contra usted por haber presentado una reclamación. Si desea recibir más información, comuníquese con el Presbyterian's Compliance Dept. [Departamento de cumplimiento del Presbyterian] al (505) 923-8544.

Entra en vigor a partir de la fecha de la enmienda: 1º de agosto de 2013

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## Presbyterian MediCare PPO Customer Service Center

Method	Presbyterian Customer Service Center – Contact Information
<b>CALL</b>	<p>(505) 923-6060 or 1-800-797-5343. Calls to this number are free.</p> <p>Our business hours are Sunday through Saturday, 8 a.m. to 8 p.m., 7 days a week. October 1 through March 31, our hours are 8 a.m. to 8 p.m., Monday through Friday (except holidays). If you are calling from <b>April 1 through September 30</b>, customer service hours are 8 a.m. to 8 p.m., Monday through Friday (except holidays).</p> <p>We also have free language interpreter services available for non-English speakers.</p>
<b>TTY</b>	<p>711. Calls to this number are free.</p> <p>This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.</p> <p>Our business hours are Sunday through Saturday, 8 a.m. to 8 p.m., 7 days a week.</p>
<b>FAX</b>	(505) 923-5124
<b>WRITE</b>	<p>Presbyterian MediCare PPO P.O. Box 26267 Albuquerque, NM 87125-6267 Email: <a href="mailto:info@phs.org">info@phs.org</a></p> <p>Please include your first and last name, date of birth, a contact address and phone number, and the details of your inquiry. Presbyterian members should also include their member identification number if available.</p>
<b>WEBSITE</b>	<a href="http://www.phs.org/Medicare">www.phs.org/Medicare</a>

## The New Mexico Aging and Long-Term Services Department

The New Mexico Aging and Long-Term Services Department is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

Method	Contact Information
<b>CALL</b>	1-800-432-2080. Calls to this number are free.
<b>TTY</b>	<p>(505) 476-4937</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>New Mexico Aging and Long-Term Services Department P.O. Box 27118 Santa Fe, NM 87502-7118</p>
<b>WEBSITE</b>	<a href="http://www.nmaging.state.nm.us">www.nmaging.state.nm.us</a>