## Your 2023 Evidence of Coverage



Thanks for being a Humana Honor (HMO) member. We value your membership, and we're dedicated to helping you be the best you want to be.

This Evidence of Coverage contains important information about your plan. This book is a very detailed document with the full, legal description of your benefits and costs. You should keep this document for reference throughout the plan year.

### Humana cares about your well-being

We look forward to being your partner in health for many years to come. If you have any questions, we're here to help.

# Evidence of Coverage

Humana Honor (HMO)

Daytona Flagler and Volusia counties



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

### **Evidence of Coverage:**

Your Medicare Health Benefits and Services as a Member of Humana Honor (HMO)

This document gives you the details about your Medicare health care from January 1 - December 31, 2023. **This is an important legal document. Please keep it in a safe place.** 

For questions about this document, please contact Customer Care at 1-800-457-4708. (TTY users should call 711). Hours are from 8 a.m. to 8 p.m. seven days a week from Oct. 1 - Mar. 31 and 8 a.m. to 8 p.m. Monday-Friday from Apr. 1 - Sept. 30.

This plan, Humana Honor (HMO), is offered by Humana Medical Plan, Inc. (When this *Evidence of Coverage* says "we," "us," or "our," it means Humana Medical Plan, Inc. When it says "plan" or "our plan," it means Humana Honor (HMO).)

This document is available for free in Spanish.

This information is available in a different format, including Braille, large print, and audio. Please call Customer Care at the number listed above if you need plan information in another format.

Benefits, premiums, deductibles, and/or copayments/coinsurance may change on January 1, 2024.

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

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

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

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Lists the names, addresses, phone numbers, and other contact information for a variety of helpful resources in your state.

## **CHAPTER 1:** Getting started as a member

Introduction

**SECTION 1** 

### Section 1.1 You are enrolled in Humana Honor (HMO), which is a Medicare HMO

You are covered by Medicare, and you have chosen to get your Medicare health care through our plan, Humana Honor (HMO). We are required to cover all Part A and Part B services. However, cost sharing and provider access in this plan differ from Original Medicare.

Humana Honor (HMO) is a Medicare Advantage HMO Plan (HMO stands for Health Maintenance Organization) approved by Medicare and run by a private company. Humana Honor (HMO) does <u>not</u> include Part D prescription drug coverage.

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

### Section 1.2 What is the Evidence of Coverage document about?

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

The words "coverage" and "covered services" refer to the medical care and services available to you as a member of Humana Honor (HMO).

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

If you are confused or concerned, or just have a question, please contact Customer Care.

### Section 1.3 Legal information about the Evidence of Coverage

This Evidence of Coverage is part of our contract with you about how Humana Honor (HMO) 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."

The contract is in effect for months in which you are enrolled in Humana Honor (HMO) between January 1, 2023 and December 31, 2023.

Each calendar year, Medicare allows us to make changes to the plans that we offer. This means we can change the costs and benefits of Humana Honor (HMO) after December 31, 2023. We can also choose to stop offering the plan in your service area, after December 31, 2023.

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

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

### Section 2.1 Your eligibility requirements

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

- You have both Medicare Part A and Medicare Part B
- -- and -- you live in our geographic service area (Section 2.2 below describes our service area). Incarcerated individuals are not considered living in the geographic service area even if they are physically located in it.
- -- and -- you are a United States citizen or are lawfully present in the United States

### Section 2.2 Here is the plan service area for Humana Honor (HMO)

Humana Honor (HMO) 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 the following county/counties in Florida: Flagler, Volusia Counties, FL.

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

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

### Section 2.3 U.S. Citizen or Lawful Presence

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

### SECTION 3 Important membership materials you will receive

### Section 3.1 Your plan membership card

While you are a member of our plan, you must use your membership card whenever you get services covered by this plan. 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

### Humana.

**HUMANA GOLD PLUS (HMO)** 

A Medicare Health Plan

CARD ISSUED: MM/DD/YYYY

**MEMBER NAME** 

**Member ID: HXXXXXXXX** 

Plan (80840) 9140461101 Part B BIN: XXXXXX Part B PCN: XXXXXXX Group: XXXXX

CMS XXXXX XXX



Set up your member account: Member/Provider Service: Humana.com/myaccount 1-800-457-4708 (TTY:711)

IPA/Center Name: Primary Physician:

XXXXXXX

Claims, PO Box 14601, Lexington, KY 40512-4601

For Dental: Humana.com/sb

Additional Benefits: DENXXX VISXXX HERXXX

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 Humana Honor (HMO) membership card, you may have to pay the full cost of medical services yourself. Keep your Medicare card in a safe place. You may be asked to show it if you need hospital services, hospice services, or participate in Medicare approved clinical research studies also called clinical trials.

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

### Section 3.2 Provider Directory

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

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

If you don't have your copy of the *Provider Directory*, you can request a copy from Customer Care. You can also see the *Provider Directory* at **Humana.com/PlanDocuments**, or download it from this website. Both Customer Care and the website can give you the most up-to-date information about changes in our network providers.

### SECTION 4 Your monthly costs for Humana Honor (HMO)

Your costs may include the following:

- Plan Premium (Section 4.1)
- Monthly Medicare Part B Premium (Section 4.2)

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

### Section 4.1 Plan Premium

You do not pay a separate monthly plan premium for Humana Honor (HMO).

### Section 4.2 Monthly Medicare Part B Premium

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

### **Medicare Part B Premium Reduction**

As you know, your Medicare Part B premium is automatically deducted from your monthly Social Security check. While you are enrolled in this plan, Humana will pay up to **\$90** of your Medicare Part B premium. As a result, your monthly Social Security check will increase by this amount. You do not have to complete any paperwork to receive this benefit. We will take care of that for you. The portion of your Medicare Part B premium Humana pays only applies to any amount not paid by Medicaid.

It could take several months for the Social Security Administration to complete their processing. This means you may not see the increase in your Social Security check for several months after the effective date of this plan. Any missed increases will be added to your next check after processing is complete.

Please note that if you disenroll from this plan, your Medicare Part B premium benefit will end on the date of disenrollment. As mentioned above, it could take several months for the Social Security Administration to complete their processing. Any premium reductions you receive after you disenroll will eventually be deducted from your Social Security check.

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

### SECTION 5 More information about your monthly premium

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

**No.** We are not allowed to begin charging a 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.

### SECTION 6 Keeping your plan membership record up to date

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

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

### Let us know about these changes:

- Changes to your name, your address, or your phone number
- Changes in any other health insurance coverage you have (such as from your employer, your spouse's employer, workers' compensation, or Medicaid)
- If you have any liability claims, such as claims from an automobile accident
- If you have been admitted to a nursing home
- If you receive care in an out-of-area or out-of-network hospital or emergency room
- If your designated responsible party (such as a caregiver) changes
- If you are participating in a clinical research study (**Note:** You are not required to tell your plan about the clinical research studies, you intend to participate in, but we encourage you to do so)

If any of this information changes, please let us know by calling Customer Care.

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

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

### Other insurance

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

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

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

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

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

### Chapter 1 Getting started as a member

- If you're under 65 and disabled and you or your family member is still working, your group health plan
  pays first if the employer has 100 or more employees or at least one employer in a multiple employer plan
  that has more than 100 employees.
- If you're over 65 and you or your spouse is still working, your group health plan pays first if the employer has 20 or more employees or at least one employer in a multiple employer plan that has more than 20 employees.
- If you have Medicare because of ESRD, your group health plan will pay first for the first 30 months after you become eligible for Medicare.

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

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

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

## **CHAPTER 2:**

## Important phone numbers and resources

### **SECTION 1** Humana Honor (HMO) contacts

(how to contact us, including how to reach Customer Care)

### How to contact our plan's Customer Care

For assistance with claims, billing, or member card questions, please call or write to Humana Honor (HMO) Customer Care. We will be happy to help you.

Method	Customer Care — Contact Information
CALL	1-800-457-4708
	Calls to this number are free. You can call us seven days a week, from 8 a.m. to 8 p.m. However, please note that our automated phone system may answer your call during weekends and holidays from April 1 to September 30.
	Customer Care also has free language interpreter services available for non-English speakers.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. Hours of operation are the same as above.
FAX	1-877-837-7741
WRITE	Humana P.O. Box 14168 Lexington, KY 40512-4168
WEBSITE	Humana.com/customer-support
	Live chat available through <b>Humana.com</b> , Monday through Friday, 8 a.m. to 8 p.m., Eastern Standard Time.

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

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

Method	Coverage Decisions For Medical Care — Contact Information
CALL	1-800-457-4708, for fast (expedited) coverage decisions, call 1-866-737-5113
	Calls to this number are free. You can call us seven days a week, from 8 a.m. to 8 p.m. However, please note that our automated phone system may answer your call during weekends and holidays from April 1 to September 30.

Method	Coverage Decisions For Medical Care — Contact Information	
TTY	711	
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.	
	Calls to this number are free. Hours of operation are the same as above.	
FAX	1-888-200-7440 for expedited coverage decisions only	
WRITE	Humana P.O. Box 14168 Lexington, KY 40512-4168	
WEBSITE	Humana.com/medicare-support/member-guidelines/exceptions-and-appeals	
	Live chat available through <b>Humana.com</b> , Monday through Friday, 8 a.m. to 8 p.m., Eastern Standard Time.	

Method	Appeals For Medical Care — Contact Information
CALL	1-800-457-4708
	Calls to this number are free. You can call us seven days a week, from 8 a.m. to 8 p.m. For expedited appeals please call 1-800-867-6601.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. Hours of operation are the same as above.
FAX	1-888-556-2128
WRITE	Humana Grievances and Appeals Dept. P.O. Box 14165 Lexington, KY 40512-4165
WEBSITE	Humana.com/denial
	Live chat available through <b>Humana.com</b> , Monday through Friday, 8 a.m. to 8 p.m., Eastern Standard Time.

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

You can make a complaint about us or one of our network providers, including a complaint about the quality of your care. This type of complaint does not involve coverage or payment disputes. 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)).

Method	Complaints About Medical Care — Contact Information
CALL	1-800-457-4708
	Calls to this number are free. You can call us seven days a week, from 8 a.m. to 8 p.m. For expedited grievances please call 1-800-867-6601.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. Hours of operation are the same as above.
FAX	1-888-556-2128
WRITE	Humana Grievances and Appeals Dept. P.O. Box 14165 Lexington, KY 40512-4165
MEDICARE WEBSITE	You can submit a complaint about Humana Honor (HMO) directly to Medicare. To submit an online complaint to Medicare, go to <a href="https://www.medicare.gov/MedicareComplaintForm/home.aspx">www.medicare.gov/MedicareComplaintForm/home.aspx</a> .

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

If you have received a bill or paid for services (such as a provider bill) that you think we should pay for, you may need to ask us for reimbursement or to pay the provider bill. See Chapter 5 (Asking us to pay our share of a bill you have received for covered medical services).

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

Method	Payment Requests — Contact Information
CALL	1-800-457-4708
	Calls to this number are free. You can call us seven days a week, from 8 a.m. to 8 p.m. However, please note that our automated phone system may answer your call during weekends and holidays from April 1 to September 30.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. Hours of operation are the same as above.
WRITE	Humana P.O. Box 14168 Lexington, KY 40512-4168

Method	Payment Requests — Contact Information
WEBSITE	Humana.com
	Live chat available through <b>Humana.com</b> , Monday through Friday, 8 a.m. to 8 p.m., Eastern Standard Time.

### SECTION 2 Medicare

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

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

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

Method	Medicare – Contact Information
CALL	1-800-MEDICARE, or 1-800-633-4227
	Calls to this number are free.
	24 hours a day, 7 days a week.
TTY	1-877-486-2048
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free.
WEBSITE	<u>www.medicare.gov</u>
	This is the official government website for Medicare. It gives you up-to-date information about Medicare and current Medicare issues. It also has information about hospitals, nursing homes, physicians, home health agencies, and dialysis facilities. It includes documents you can print directly from your computer. You can also find Medicare contacts in your state.
	The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools:
	• Medicare Eligibility Tool: Provides Medicare eligibility status information.
	<ul> <li>Medicare Plan Finder: Provides personalized information about available Medicare prescription drug plans, Medicare health plans, and Medigap (Medicare Supplement Insurance) policies in your area. These tools provide an estimate of what your out-of-pocket costs might be in different Medicare plans.</li> </ul>
	You can also use the website to tell Medicare about any complaints you have about Humana Honor (HMO):

### Method

### **Medicare – Contact Information**

## WEBSITE (continued)

 Tell Medicare about your complaint: You can submit a complaint about Humana Honor (HMO) directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.

If you don't have a computer, your local library or senior center may be able to help you visit this website using its computer. Or you can call Medicare and tell them what information you are looking for. They will find the information on the website and review the information with you. (You can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)

### SECTION 3 State Health Insurance Assistance Program

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

The State Health Insurance Assistance Program (SHIP) is a government program with trained counselors in every state. Contact information for your State Health Insurance Assistance Program (SHIP) can be found in "Exhibit A" in the back of this document.

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

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

### METHOD TO ACCESS SHIP and OTHER RESOURCES:

- Visit <u>www.medicare.gov</u>
- Click on "Talk to Someone" in the middle of the homepage
- You now have the following options
  - Option #1: You can have a live chat with a 1-800-MEDICARE representative
  - Option #2: You can select 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.

### SECTION 4 Quality Improvement Organization

There is a designated Quality Improvement Organization for serving Medicare beneficiaries in each state. Contact information for your state Quality Improvement Organization (QIO) can be found in "Exhibit A" in the back of this document.

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

You should contact your Quality Improvement Organization (QIO) in any of these situations:

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

### SECTION 5 Social Security

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

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

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

### SECTION 6 Medicaid

Medicaid is a joint Federal and state government program that helps with medical costs for certain people with limited incomes and resources. Some people with Medicare are also eligible for Medicaid.

The programs offered through Medicaid help people with Medicare pay their Medicare costs, such as their Medicare premiums. These "Medicare Savings Programs" include:

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

To find out more about Medicaid and its programs, contact your state Medicaid office. Contact information for your state Medicaid Office can be found in "Exhibit A" in the back of this document.

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

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

**Note:** To be eligible for the ADAP operating in your State, individuals must meet certain criteria, including proof of State residence and HIV status, low income as defined by the State, and uninsured/under-insured status. If you change plans, please notify your local ADAP enrollment worker so you can continue to receive assistance. For information on eligibility criteria, covered drugs, or how to enroll in the program, please call the ADAP operating in your State. Contact information for your AIDS Drug Assistance Program (ADAP) can be found in "Exhibit A" in the back of this document.

### 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 receive your Medicare through the Railroad Retirement Board, it is important that you let them know if you move or change your mailing address. If you have questions regarding your benefits from the Railroad Retirement Board, contact the agency.

Method	Railroad Retirement Board — Contact Information
CALL	1-877-772-5772
	Calls to this number are free.
	If you press "0," you may speak with an RRB representative from 9:00 am to 3:30 pm, Monday, Tuesday, Thursday, and Friday, and from 9:00 am to 12:00 pm on Wednesday.
	If you press "1", you may access the automated RRB HelpLine and recorded information 24 hours a day, including weekends and holidays.

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	<u>rrb.gov/</u>

## SECTION 8 Do you have "group insurance" or other health insurance from an employer?

If you (or your spouse) get benefits from your (or your spouse's) employer or retiree group as part of this plan, you may call the employer/union benefits administrator or Customer Care 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 Care are printed on the back cover of this document.) You may also call 1-800-MEDICARE (1-800-633-4227; TTY: 1-877-486-2048) with questions related to your Medicare coverage under this plan.

# CHAPTER 3: Using the plan for your medical services

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

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

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

### Section 1.1 What are "network providers" and "covered services"?

- "Providers" are 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.

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

As a Medicare health plan, Humana Honor (HMO) must cover all services covered by Original Medicare and must follow Original Medicare's coverage rules.

Humana Honor (HMO) will generally cover your medical care as long as:

- The care you receive is included in the plan's Medical Benefits Chart (this chart is in Chapter 4 of this document).
- The care you receive is considered medically necessary. "Medically necessary" means that the services, supplies, equipment, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- You have a network primary care provider (a PCP) who is providing and overseeing your care. As a member of our plan, you must choose a network PCP (for more information about this, see Section 2.1 in this chapter).
  - In most situations, your network PCP may give you approval in advance before you can use other providers in the plan's network, such as specialists, hospitals, skilled nursing facilities, or home health care agencies. This is called giving you a "referral." For more information about this, see Section 2.3 of this chapter.

- Referrals from your PCP are not required for emergency care or urgently needed services. There are also some other kinds of care you can get without having approval in advance from your PCP (for more information about this, see Section 2.2 of this chapter).
- You must receive your care from a network provider (for more information about this, see Section 2 in this chapter). In most cases, care you receive from an out-of-network provider (a provider who is not part of our plan's network) will not be covered. This means that you will have to pay the provider in full for the services furnished. Here are three exceptions:
  - The plan covers emergency or urgently needed services that you get from an out-of-network provider. For more information about this, and to see what emergency or urgently needed services means, see Section 3 in this chapter.
  - If you need medical care that Medicare requires our plan to cover but there are no specialists in our network that provide this care, you can get this care from an out-of-network provider at the same cost sharing you normally pay in-network. You must obtain authorization from the plan prior to seeking care from an out-of-network provider. In this situation, you will pay the same as you would pay if you got the care from a network provider. For information about getting approval to see an out-of-network doctor, see Section 2.4 in this chapter.
  - The plan covers kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area or when your provider for this service is temporarily unavailable or inaccessible. The cost sharing you pay the plan for dialysis can never exceed the cost sharing in Original Medicare. If you are outside the plan's service area and obtain the dialysis from a provider that is outside the plan's network, your cost sharing cannot exceed the cost sharing you pay in-network. However, if your usual in-network provider for dialysis is temporarily unavailable and you choose to obtain services inside the service area from a provider outside the plan's network the cost sharing for the dialysis may be higher.

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

## Section 2.1 You must choose a Primary Care Provider (PCP) to provide and oversee your medical care

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

A "PCP" is your Primary Care Provider. When you become a member of the plan, you must choose a network doctor to be your PCP. Your PCP is a provider who meets state license requirements and is trained to give you basic medical care.

Having a PCP is an important step in managing your overall well-being. As the doctor who gets to know your medical history best, your PCP can provide you with routine healthcare and ongoing preventive care to keep you as healthy as possible.

If you need to see specialists or get other services such as:

- X-Rays
- Lab Tests
- Physical Therapy
- Care from specialists
- Hospital admissions

### • Follow-up care

You may need to get a referral from your PCP to a network specialist or other provider. Your PCP can help make sure all your care is coordinated, by checking with other network providers about your care. The only exceptions are the few covered services you can get from an in-network provider without a referral from your PCP. These are listed in Chapter 3, Section 2.2 below. In some cases, your PCP will need to get prior authorization (prior approval). Chapter 4 has more information on which services require prior authorization.

Just call your PCP to make an appointment when you need one. To help your PCP understand your medical history and oversee all your care, you may want to have your previous doctors send your past medical records to your new PCP.

### How do you get care from your PCP?

You will usually see your PCP first for most of your routine health care needs; however, there are a few types of covered services you may get on your own, without first contacting your PCP. See Chapter 3, Section 2.2 for more information.

If it is after normal business hours and you have a need for routine care, please call your PCP back during normal business hours. If you have an emergency or have an urgent need for care after normal business hours, see Sections 3.1 or 3.2 in this chapter.

### How do you choose your PCP?

When you enrolled, you received a *Provider Directory* with a list of many PCPs in your area. If you need help finding or choosing one, call Customer Care or you can always see the most up-to-date list online at **Humana.com/findadoctor**.

To choose a PCP that's a good fit for you, call them to ask how long it usually takes to get an appointment and be sure the office hours are convenient for you. If there are particular network hospitals or specialists that you think you might want to use, you should also ask if the PCP uses them for referrals.

When you receive your Humana member ID card, the name and phone number of your PCP will be printed on it, so you always have it handy.

### **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.

To change your PCP call Customer Care. We'll make sure your new PCP is accepting new patients and then send you an updated member ID card. The change usually goes into effect on the first day of the month after you call.

Be sure to tell Customer Care if you're currently seeing specialists or any other providers that required a referral from your old PCP. We'll make sure you can continue with any services that had already been approved.

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

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

• Routine women's 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 are covered services that are not emergency services, provided when the network
  providers are temporarily unavailable or inaccessible or when the enrollee is out of the service area. For
  example, you need immediate care during the weekend. Services must be immediately needed and
  medically necessary.
- Kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area. (If possible, please call Customer Care before you leave the service area so we can help arrange for you to have maintenance dialysis while you are away.)
- All covered preventive services from network providers. These services are indicated in the Chapter 4 Medical Benefits Chart with an ...
- Partial hospitalization services from a network provider
- Dermatology services from a network provider. (You may self-refer to a network dermatologist up to five times per calendar year.)
- Medicare covered chiropractic services from a network provider
- Medicare covered podiatry services from a network provider
- Supplemental Benefits covered by the plan. These services are indicated in the Chapter 4 Medical Benefits Chart with an asterisk (\*)

### 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.

### Referrals

Remember, you may need a referral from your PCP to see a specialist. Even if you have a referral for one type of care from a specialist, you may need another referral from your PCP if a new service or treatment is added.

All in-network specialists are listed in the *Provider Directory*, which you can find at **Humana.com/findadoctor**. Keep in mind, just because providers are in network doesn't mean that your PCP will provide referrals to all of them. You'll need to ask which hospitals and specialists your PCP uses for referrals.

For some types of services, your PCP may need to get approval in advance from our plan (this is called getting "prior authorization"). See Chapter 4, Section 2.1 for information about which services require prior authorization.

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

It is important that you know that we may make changes to the hospitals, doctors and specialists (providers) that are part of your plan during the year. If your doctor or specialist leaves 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.
- If you are undergoing medical treatment, you have the right to request, and we will work with you to ensure that the medically necessary treatment you are receiving is not interrupted.
- If our network does not have a qualified specialist for a plan-covered service, we must cover that service at in-network cost sharing when the service is received from an out-of-network specialist. Prior authorization is required for service to be covered.
- If you find out your doctor or specialist is leaving your plan, please contact us so we can assist you in finding a new provider to manage your care.
- If you believe we have not furnished you with a qualified provider to replace your previous provider, or that your care is not being appropriately managed, you have the right to file a quality of care complaint to the QIO, a quality of care grievance to the plan, or both. Please see Chapter 9.

Contact Customer Care at 1-800-457-4708, TTY 711 for assistance with selecting a new qualified provider to continue managing your health care needs.

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

Your network PCP or plan must give you approval in advance before you can use providers not in the plan's network. This is called giving you a "referral." For more information about this and situations when you can see an out-of-network provider without a referral (such as an emergency), see Sections 2.2 and 2.3 of this chapter. If you don't have a referral (approval in advance) before you get services from an out-of-network provider, you may have to pay for these services yourself.

For some types of services, your doctor may need to get approval in advance from our plan (this is called getting "prior authorization"). See Chapter 4, Section 2.1 for more information about which services require prior authorization.

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.

service area and are not able to access contracted ESRD providers.

**Note:** Members are entitled to receive services from out-of-network providers for emergency or urgently needed services. In addition, plans must cover dialysis services for ESRD members who have traveled outside the plans

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

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

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

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

If you have a medical emergency:

- **Get help as quickly as possible.** Call 911 for help or go to the nearest emergency room or hospital. Call for an ambulance if you need it. You do not need to get approval or a referral first from your PCP. You do not need to use a network doctor. You may get covered emergency medical care whenever you need it, anywhere in the United States or its territories, and from any provider with an appropriate state license even if they are not part of our network.
- As soon as possible, make sure that our plan has been told about your emergency. We need to follow up on your emergency care. You or someone else should call to tell us about your emergency care, usually within 48 hours. Call Customer Care using the phone number printed on the back cover of this booklet.

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

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

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

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

If your emergency care is provided by out-of-network providers, we will try to arrange for network providers to take over your care as soon as your medical condition and the circumstances allow.

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

Sometimes it can be hard to know if you have a medical emergency. For example, you might go in for emergency care – thinking that your health is in serious danger – and the doctor may say that it wasn't a medical emergency

after all. If it turns out that it was not an emergency, as long as you reasonably thought your health was in serious danger, we will cover your care.

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

- You go to a network provider to get the additional care.
- - or The additional care you get is considered "urgently needed services" and you follow the rules for getting this urgent care (for more information about this, see Section 3.2 below).

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

### What are "urgently needed services"?

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

The plan's *Provider Directory* will tell you which facilities in your area are in-network. This information can also be found online at **Humana.com/findadoctor**. For any other questions regarding urgently needed services, please contact Customer Care.

Our plan covers worldwide emergency and urgent care services outside of the United States under the following circumstances. If you have an emergency or an urgent need for care outside of the U.S. and its territories, you will be responsible to pay for those services upfront and request appropriate reimbursement from us. We will reimburse you, for covered out-of-network emergency and urgent care services outside of the U.S. and its territories, at rates no greater than the rates at which Original Medicare would pay for such services had the services been performed in the United States in the locality where you reside. The amount we pay you, if any, will be reduced by any applicable cost-sharing. Because we will reimburse at rates no greater than the rates at which Original Medicare would reimburse, and because foreign providers might charge more for services than the rates at which Original Medicare would pay, the total of our reimbursement plus the applicable cost-sharing may be less than the amounts you pay the foreign provider. This is a supplemental benefit not generally covered by Medicare. You must submit proof of payment to Humana for reimbursement. See Chapter 4 (Medical Benefits Chart, what is covered and what you pay) for more information. If you have already paid for the covered services, we will reimburse you for our share of the cost for covered services. You can send the bill with medical records to us for payment consideration. 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.

### Section 3.3 Getting care during a disaster

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

Please visit the following website: **Humana.com/alert** for information on how to obtain needed care during a disaster.

If you cannot use a network provider during a disaster, your plan will allow you to obtain care from out-of-network providers at in-network cost-sharing.

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

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

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

### Section 4.2 If services are not covered by our plan, you must pay the full cost

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

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

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

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

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

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

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

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

If you participate in a study that Medicare or our plan has not approved, you will be responsible for paying all costs for your participation in the study.

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

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

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

After Medicare has paid its share of the cost for these services, our plan will pay the difference between the cost sharing in Original Medicare and your in-network cost sharing as a member of our plan. This means you will pay the same amount for the services you receive as part of the study as you would if you received these services from our plan. However, you are required to submit documentation showing how much cost sharing you paid. Please see Chapter 5 for more information for submitting requests for payments.

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

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

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

### Do you want to know more?

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

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

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

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

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

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

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

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

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

Medicare Inpatient Hospital coverage limits apply (please refer to the Medicare Benefits Chart in Chapter 4).

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

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

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

In Original Medicare, people who rent certain types of DME own the equipment after paying copayments for the item for 13 months. As a member of Humana Honor (HMO), however, you usually will not acquire ownership of rented DME items no matter how many copayments you make for the item while a member of our plan, even if you made up to 12 consecutive payments for the DME item under Original Medicare before you joined our plan. Under certain limited circumstances we will transfer ownership of the DME item to you. Call Customer Care.

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

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

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

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

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

### What oxygen benefits are you entitled to?

If you qualify for Medicare oxygen equipment coverage Humana Honor (HMO) 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 Humana Honor (HMO) or no longer medically require oxygen equipment, then the oxygen equipment must be returned.

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

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

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

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

This chapter provides a Medical Benefits Chart that lists your covered services and shows how much you will pay for each covered service as a member of Humana Honor (HMO). Later in this chapter, you can find information about medical services that are not covered. It also explains limits on certain services. Also, see exclusions and limitations pertaining to certain supplemental benefits in the chart in this chapter.

#### Section 1.1 Types of out-of-pocket costs you may pay for your covered services

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

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

Most people who qualify for Medicaid or for the Qualified Medicare Beneficiary (QMB) program should never pay deductibles, copayments or coinsurance. Be sure to show your proof of Medicaid or QMB eligibility to your provider, if applicable.

# Section 1.2 What is the most you will pay for Medicare Part A and Part B covered medical services?

Because you are enrolled in a Medicare Advantage Plan, there is a limit on the amount you have to pay out-of-pocket each year for in-network medical services that are covered under Medicare Part A and Part B. This limit is called the maximum out-of-pocket amount (MOOP) for medical services. For calendar year 2023 this amount is **\$5,500**.

The amounts you pay for copayments and coinsurance for in-network covered services count toward this maximum out-of-pocket amount. If you reach the maximum out-of-pocket amount of **\$5,500**, you will not have to pay any out-of-pocket costs for the rest of the year for in-network covered Part A and Part B services. However, you must continue to pay the Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

#### Section 1.3 Our plan does not allow providers to "balance bill" you

As a member of Humana Honor (HMO), an important protection for you is that you only have to pay your cost-sharing amount when you get services covered by our plan. Providers may not add additional, separate charges, called "balance billing." This protection applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don't pay certain provider charges.

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

Here is how this protection works:

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

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

#### Section 2.1 Your medical benefits and costs as a member of the plan

The Medical Benefits Chart on the following pages lists the services Humana Honor (HMO) 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, equipment, and Part B prescription drugs) must be
  medically necessary. "Medically necessary" means that the services, supplies, or drugs are needed for the
  prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical
  practice.
- You receive your care from a network provider. In most cases, care you receive from an out-of-network provider
  will not be covered, unless it is emergent or urgent care or unless your plan or a network provider has given you
  a referral. This means that you will have to pay the provider in full for the services furnished.
- You have a primary care provider (a PCP) who is providing and overseeing your care. In most situations, your PCP
  must give you approval in advance before you can see other providers in the plan's network. This is called giving
  you a "referral."
- Some of the services listed in the Medical Benefits Chart are covered only if your doctor or other network provider
  gets approval in advance (sometimes called "prior authorization") from us. Covered services that need approval
  in advance are marked in the Medical Benefits Chart by a footnote. In addition, the following services not listed
  in the Benefits Chart require prior authorization:

The preauthorization list can be found here: www.humana.com/PAL

Other important things to know about our coverage:

- Like all Medicare health plans, we cover everything that Original Medicare covers. For some of these benefits, you pay *more* in our plan than you would in Original Medicare. For others, you pay *less*. (If you want to know more about the coverage and costs of Original Medicare, look in your *Medicare & You 2023* handbook. View it online at <a href="www.medicare.gov">www.medicare.gov</a> or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)
- For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you also are treated or monitored for an existing medical condition during the visit when you receive the preventive service, plan cost-sharing will apply for the care received for the existing medical condition.
- If Medicare adds coverage for any new services during 2023, either Medicare or our plan will cover those services.
- You will see this apple next to the preventive services in the benefits chart.
- \* You will see this asterisk next to the supplemental benefits in the Medical Benefits Chart.

Medical Benefits Chart	
Services that are covered for you	<b>What you must pay</b> when you get these services
Abdominal aortic aneurysm screening	<u>In-Network:</u>
A one-time screening ultrasound for people at risk. The plan only covers this screening if you have certain risk factors and if you get a referral for it from your physician, physician assistant, nurse practitioner, or clinical nurse specialist.	There is no coinsurance, copayment, or deductible for members eligible for this preventive screening.
Acupuncture for chronic low back pain  Covered services include: Up to 20 visits per year for Medicare beneficiaries under the following circumstances: For the purpose of this benefit, chronic low back pain is defined as: Lasting 12 weeks or longer; Nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious, disease, etc.); Not associated with surgery; and Not associated with pregnancy.	In-Network:  Medicare Covered Acupuncture Services \$20 copayment - Specialist's Office
Your plan allows services to be received by a provider licensed to perform acupuncture or by providers meeting the Original Medicare provider requirements.	
Prior authorization requirements may apply.	

#### Services that are covered for you What you must pay when you get these services \* Acupuncture for routine services In-Network: Routine acupuncture Acupuncture is the procedure of inserting and manipulating needles into **\$0** copayment various points on the body to relieve pain or for therapeutic purposes which Specialists Office are medically necessary. You are covered for up to 25 visits per calendar year. Prior authorization requirements may apply. Allergy shots and serum In-Network: **\$0** copayment You are covered for allergy shots and serum when medically necessary. PCP's Office Specialist's Office **Ambulance services In-Network: Emergency Ambulance** Covered ambulance services include fixed wing, rotary wing, and **\$240** copayment per date of ground ambulance services, to the nearest appropriate facility that can service regardless of the number of provide care only if they are furnished to a member whose medical trips condition is such that other means of transportation could endanger Ground Ambulance the person's health or if authorized by the plan. Non-emergency transportation by ambulance is appropriate if it is **20%** coinsurance regardless of the documented that the member's condition is such that other means of number of trips transportation could endanger the person's health and that Air Ambulance transportation by ambulance is medically required. Non-Emergency Ambulance Prior authorization requirements may apply. **\$0** copayment per date of service regardless of the number of trips Ground Ambulance **20%** coinsurance regardless of the number of trips Air Ambulance Annual wellness visit In-Network: There is no coinsurance, If you've had Part B for longer than 12 months, you can get an annual copayment, or deductible for the wellness visit to develop or update a personalized prevention plan based annual wellness visit on your current health and risk factors. This is covered once every 12 months. **Note:** Your first annual wellness visit can't take place within 12 months of your "Welcome to Medicare" preventive visit. However, you don't need to have had a "Welcome to Medicare" visit to be covered for annual wellness visits after you've had Part B for 12 months. Bone mass measurement In-Network: There is no coinsurance,

copayment, or deductible for

#### Services that are covered for you What you must pay when you get these services Medicare-covered bone mass. For qualified individuals (generally, this means people at risk of losing bone measurement. 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. Breast cancer screening (mammograms) **In-Network:** There is no coinsurance, Covered services include: copayment, or deductible for One baseline mammogram between the ages of 35 and 39 covered screening mammograms. One screening mammogram every 12 months for women aged 40 and • Clinical breast exams once every 24 months Cardiac rehabilitation services **In-Network: \$20** copayment Comprehensive programs of cardiac rehabilitation services that include Specialist's Office exercise, education, and counseling are covered for members who meet Outpatient Hospital certain conditions with a doctor's referral. The plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs. Prior authorization requirements may apply **In-Network:** Cardiovascular disease risk reduction visit (therapy for cardiovascular disease) There is no coinsurance, copayment, or deductible for the We cover one visit per year with your primary care doctor to help lower intensive behavioral therapy your risk for cardiovascular disease. During this visit, your doctor may cardiovascular disease preventive discuss aspirin use (if appropriate), check your blood pressure, and give you henefit. tips to make sure you're eating healthy. Cardiovascular disease testing In-Network: There is no coinsurance. Blood tests for the detection of cardiovascular disease (or abnormalities copayment, or deductible for associated with an elevated risk of cardiovascular disease) once every 5 cardiovascular disease testing that years (60 months). is covered once every 5 years.

#### Cervical and vaginal cancer screening

Covered services include:

- For all women: Pap tests and pelvic exams are covered once every 24 months
- 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

#### <u>In-Network:</u>

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

#### **Chiropractic services**

#### **In-Network:**

Medicare Covered Chiropractic

Services that are covered for you	<b>What you must pay</b> when you get these services
Covered services include:  • We cover only manual manipulation of the spine to correct subluxation  • Other services performed by a chiropractor are not covered	<u>Services</u> <b>\$20</b> copayment  - Specialist's Office
Prior authorization requirements may apply.	
<ul> <li>Colorectal cancer screening</li> <li>For people 50 and older, the following are covered:</li> <li>Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months</li> <li>One of the following every 12 months:</li> <li>Guaiac-based fecal occult blood test (gFOBT)</li> <li>Fecal immunochemical test (FIT)</li> </ul>	In-Network: There is no coinsurance, copayment, or deductible for a Medicare-covered colorectal cancer screening exam.
DNA based colorectal screening every 3 years	
<ul> <li>For people at high risk of colorectal cancer, we cover:</li> <li>Screening colonoscopy (or screening barium enema as an alternative) every 24 months</li> <li>For people not at high risk of colorectal cancer, we cover:</li> <li>Screening colonoscopy every 10 years (120 months), but not within 48 months of a screening sigmoidoscopy</li> </ul>	
* Deliver Fresh Meal Program	<u>In-Network:</u>
After an inpatient stay in a hospital or nursing facility, you are eligible to receive 2 fresh meals per day for 7 days. Up to 14 meals, delivered to your home. Limited to 4 times per year. Meals have to be requested within 30 days of discharge from inpatient stay.	<b>\$0</b> copayment
Dental services	In-Network:
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 dental services, as covered by Original Medicare	Medicare Covered Dental Services  \$20 copayment  - Specialist's Office
Prior authorization requirements may apply.	Supplemental dental benefits
	*You are covered for supplemental dental benefits. See the supplemental dental benefit description at the end of this chart for details.
Depression screening	dental benefits. See the supplemental dental benefit description at the end of this chart for details.  In-Network:
Depression screening  We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and/or referrals.	dental benefits. See the supplemental dental benefit description at the end of this chart for details.  In-Network: There is no coinsurance, copayment, or deductible for an

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

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

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

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

#### 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.
  - These are the only covered brands of blood glucose monitors and test strips: ACCU-CHEK® manufactured by Roche, or Trividia products sometimes packaged under your pharmacy's name.
  - Humana covers any blood glucose monitors and test strips specified within the preferred brand list above. In general, alternate non-preferred brand products are not covered unless your doctor provides adequate information that the use of an alternate brand is medically necessary in your specific situation. If you are new to Humana and are using a brand of blood glucose monitor and test strips that are not on the preferred brand list, you may contact us within the first 90 days of enrollment into the plan to request a temporary supply of the alternate non-preferred brand. During this time, you should talk with your doctor to decide whether any of the preferred product brands listed above are medically appropriate for you. Non-preferred brand products will not be covered following the initial 90 days of coverage without an approved prior authorization for a coverage exception.
- For people with diabetes who have severe diabetic foot disease: One
  pair per calendar year of therapeutic custom-molded shoes (including
  inserts provided with such shoes) and two additional pairs of inserts, or
  one pair of depth shoes and three pairs of inserts (not including the
  non-customized removable inserts provided with such shoes). Coverage
  includes fitting.
- Diabetes self-management training is covered under certain conditions
- For Continuous Glucose Monitors, see Durable medical equipment (DME) and related supplies.

The (preventive service) only applies to Diabetes self-management training.

Prior authorization requirements may apply.

#### **In-Network:**

### <u>Diabetes self-management training</u> **\$0** copayment

- PCP's Office
- Specialist's Office
- Outpatient Hospital

#### <u>Diabetic Monitoring Supplies</u>

- **\$0** copayment
  - Preferred Diabetic Supplier
  - Network Retail Pharmacy

#### 20% coinsurance

Diabetic Supplier

#### <u>Diabetic Shoes and Inserts</u> **\$10** copayment

- Durable Medical Equipment Provider
- Prosthetics Provider

#### Durable medical equipment (DME) and related supplies

(For a definition of "durable medical equipment," see Chapter 10 as well as Chapter 3, Section 7 of this document.)

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

We cover all medically necessary DME covered by Original Medicare. If our supplier in your area does not carry a particular brand or manufacturer, you may ask them if they can special order it for you. The most recent list of suppliers is available on our website **Humana.com/findadoctor**.

Also covers Part B insulin used through an insulin pump.

Prior authorization requirements may apply.

\*\*Continuous glucose monitors available only through durable medical equipment provider.

#### EKG screening

The screening EKG, when done as a referral from the "Welcome to Medicare" preventative visit, is only covered once during a beneficiary's lifetime.

#### **Emergency care**

Emergency care refers to services that are:

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

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

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

You are covered for emergency care world-wide. If you have an emergency outside of the U.S. and its territories, you will be responsible to pay for the services rendered upfront. You must submit to Humana for reimbursement. For more information please see Chapter 7. We may not reimburse you for all out of pocket expenses. This is because our

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

#### In-Network:

<u>High Cost Durable Medical</u> <u>Equipment</u>

**20%** coinsurance

 Durable Medical Equipment Provider

#### <u>Low Cost Durable Medical</u> <u>Equipment</u>

**\$0** copayment

 Durable Medical Equipment Provider

Effective July 1, 2023, cost sharing for covered Part B Insulin furnished through a covered item of durable medical equipment will be no more than \$35 for a one-month (up to 30-day) supply.

#### In-Network:

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

#### In-Network:

**Emergency Services** 

**\$90** copayment

Emergency Room

#### <u>Provider and Professional Services</u>

**\$0** copayment

Emergency Room

You do not pay the emergency room visit cost share if you are admitted to the same hospital within 24 hours for the same condition.

If you receive emergency care at an out-of-network hospital and need inpatient care after your emergency condition is stabilized, you must return to a network hospital in order for your care to

Medicare Part B Covered Drugs

Services that are covered for you	<b>What you must pay</b> when you get these services
contracted rates may be lower than provider rates outside of the U.S. and its territories. You are responsible for any costs exceeding our contracted rates as well as any applicable member cost-share.	continue to be covered OR you must have your inpatient care at the out-of-network hospital authorized by the plan and your cost is the cost-sharing you would pay at a network hospital.
Hearing services  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.  Prior authorization requirements may apply.	In-Network:  Medicare Covered Hearing Services  \$20 copayment  - Specialist's Office  Supplemental hearing benefits  *You are covered for supplemental hearing benefits. See the supplemental hearing benefit description at the end of this chart for details.
<ul> <li>HIV screening</li> <li>For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover:</li> <li>One screening exam every 12 months</li> <li>For women who are pregnant, we cover:</li> <li>Up to three screening exams during a pregnancy</li> </ul>	In-Network: There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.
Prior to receiving home health services, a doctor must certify that you need home health services and will order home health services to be provided by a home health agency. You must be homebound, which means leaving home is a major effort.  Covered services include, but are not limited to:  Part-time or intermittent skilled nursing and home health aide services (To be covered under the home health care benefit, your skilled nursing and home health aide services combined must total fewer than 8 hours per day and 35 hours per week)  Physical therapy, occupational therapy, and speech therapy  Medical and social services  Medical equipment and supplies  Prior authorization requirements may apply.	In-Network: Home Health Care \$0 copayment - Member's Home  High Cost Durable Medical Equipment 20% coinsurance - Durable Medical Equipment Provider  Low Cost Durable Medical Equipment \$0 copayment - Durable Medical Equipment Provider
Home infusion therapy  Home infusion therapy involves the intravenous or subcutaneous administration of drugs or biologicals to an individual at home. The components needed to perform home infusion include the drug (for	In-Network:  Medical Supplies  \$0 copayment  - Medical Supply Provider

#### Services that are covered for you What you must pay when you get these services example, antivirals, immune globulin), equipment (for example, a pump), **20%** coinsurance and supplies (for example, tubing and catheters). - PCP's Office Specialist's Office Covered services include, but are not limited to: Pharmacy Professional services, including nursing services, furnished in accordance with the plan of care Provider and Professional Services • Patient training and education not otherwise covered under the durable **\$0** copayment medical equipment benefit - PCP's Office Remote monitoring Monitoring services for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy

#### **Hospice** care

supplier

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

Covered services include:

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

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

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

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

When you enroll in a
Medicare-certified hospice
program, your hospice services and
your Part A and Part B services
related to your terminal prognosis
are paid for by Original Medicare,
not Humana Honor (HMO). Hospice
consultations are included as part
of Inpatient hospital care. Provider
cost sharing may apply for
outpatient consultations.

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

For services that are covered by Humana Honor (HMO) but are not covered by Medicare Part A or B: Humana Honor (HMO) 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 prognosis. You pay your plan cost-sharing amount for these services.

**Note:** If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services.

#### \* Humana Flex Allowance

Members receive **\$500** annual allowance on a prepaid card which can be used towards out of pocket costs, including copays, for the plan's dental, vision and/or hearing supplemental benefits, allowing members to extend their coverage.

This benefit provides flexibility so members choose how to spend the allowance towards the plan's covered vision, dental and/or hearing services.

For a list of covered services refer to the Dental, Vision, and Hearing supplemental benefit sections at the end of this chart. Services must be provided where the primary business is Dental Care, Vision Services, or Hearing Services and provider must accept Visa®.

- Unused amount expires at the end of the plan year.
- Cosmetic procedures and teeth whitening are not covered under this benefit.
- Please retain receipts from services as Humana reserves the right to audit dental, vision, and hearing purchases made with the prepaid card.

See Humana Spending Account Card section in this chart for more information.

#### \* Humana Spending Account Card

**\$0** copayment

- Because you are enrolled in Humana Honor (HMO), you have card allowance benefits available for your use. Your allowance benefit(s):
  - + Humana Flex Allowance

These benefits are designed to help members meet their unique needs, and will be loaded onto a single Humana Spending Account Card that you can use at specific locations and network retailers as determined by the plan. Allowance amounts cannot be combined with other benefit allowances. Limitations and restrictions may apply. Please note, this is not a Medicaid benefit. Full details on each allowance benefit can be found in this Chapter 4 Medical Benefits Chart.

**\$0** copayment

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

Please activate your card as soon as you receive it in the mail. Funds will be added to your card beginning January 2023. All funds expire as stated in the benefit, at the end of the plan year, or when you leave the plan. Additionally, Humana is not responsible for any lost or stolen cards. Please see the back of your card for more information.

#### Immunizations

Covered Medicare Part B services include:

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

#### **In-Network:**

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

#### Inpatient hospital care

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

Covered services include but are not limited to:

- Semi-private room (or a private room if medically necessary)
- Meals including special diets
- Regular nursing services
- Costs of special care units (such as intensive care or coronary care units)
- Drugs and medications
- Lab tests
- X-rays and other radiology services
- Necessary surgical and medical supplies
- Use of appliances, such as wheelchairs
- Operating and recovery room costs
- Physical, occupational, and speech language therapy
- Inpatient substance abuse services
- Under certain conditions, the following types of transplants are covered: corneal, kidney, kidney-pancreatic, heart, liver, lung, heart/lung, bone marrow, stem cell, and intestinal/multivisceral. If you need a transplant, we will arrange to have your case reviewed by a Medicare-approved transplant center that will decide whether you are a candidate for a transplant. Transplant providers may be local or outside of the service area. If our in-network transplant services are outside the community pattern of care, you may choose to go locally as long as the local transplant providers are willing to accept the Original Medicare rate. If Humana Honor (HMO) provides transplant services at a location outside

Your inpatient cost share will begin on day one each time you are admitted or transferred to a specific facility type, including Inpatient Rehabilitation facilities, Long Term Acute Care (LTAC) facilities, Inpatient Acute Care facilities, and Inpatient Psychiatric facilities.

#### In-Network:

<u>Inpatient Care</u> Inpatient Hospital

- \$175 copayment per day, days 1 to 7
- \$0 copayment per day, days 8 to 90

#### <u>Provider and Professional Services</u> **\$0** copayment

- Inpatient Hospital

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.

You are covered for an unlimited number of medically necessary

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

inpatient hospital days.

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.

- If you are in need of a solid organ or bone marrow/stem cell transplant, please contact our Transplant Department at 1-866-421-5663, TTY 711 for important information about your transplant care.
- 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

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

You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at

https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-o r-Outpatient.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.

Prior authorization is required for inpatient hospital care.

Prior authorization is required for transplant services.

#### Inpatient services in a psychiatric hospital

Covered services include mental health care services that require a hospital stay.

- 190-day lifetime limit for inpatient services in a psychiatric hospital
  - The 190-day limit does not apply to Inpatient Mental Health services provided in a psychiatric unit of a general hospital
- The benefit days used under the Original Medicare program will count toward the 190-day lifetime reserve days when enrolling in a Medicare Advantage plan

Prior authorization is required for inpatient mental health care.

on day one each time you are Rehabilitation facilities, Long Term Inpatient Acute Care facilities, and Inpatient Psychiatric facilities.

#### In-Network:

Inpatient Mental Health Care Inpatient Hospital

- \$175 copayment per day, days 1 to 7
- **\$0** copayment per day, days 8 to 90

Inpatient Psychiatric Facility

- **\$175** copayment per day, days 1 to 7
- \$0 copayment per day, days

Your inpatient cost share will begin admitted or transferred to a specific facility type, including Inpatient Acute Care (LTAC) facilities.

Services that are covered for you	<b>What you must pay</b> when you get these services
	8 to 90
	Provider and Professional Services  \$0 copayment  - Inpatient Hospital  - Inpatient Psychiatric Facility
Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay	When your inpatient stay is not covered, you will pay the cost of the services received as described
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:  • Physician services  • Diagnostic tests (like lab tests)  • X-ray, radium, and isotope therapy including technician materials and services  • Surgical dressings  • Splints, casts and other devices used to reduce fractures and dislocations  • Prosthetics and orthotics devices (other than dental) that replace all or part of an internal body organ (including contiguous tissue), or all or part of the function of a permanently inoperative or malfunctioning internal body organ, including replacement or repairs of such devices  • Leg, arm, back, and neck braces; trusses; and artificial legs, arms, and eyes including adjustments, repairs, and replacements required because of breakage, wear, loss, or a change in the patient's physical condition  • Physical therapy, speech therapy, and occupational therapy	throughout this benefit chart.
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#### Medical nutrition therapy

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

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

#### **In-Network:**

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

#### Medicare Diabetes Prevention Program (MDPP)

MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans.

#### In-Network:

There is no coinsurance, copayment, or deductible for the

# Services that are covered for you Mhat you must pay when you get these services 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. What you must pay when you get these services MDPP benefit.

#### 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
- 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

There is no additional cost for the administration of Part B drugs

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

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

Prior authorization may be required for in-network Part B drugs. You may also have to try a different drug first before we will agree to cover the drug you are requesting. This is called "step therapy." Contact the plan for details.

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

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

#### **In-Network:**

Medicare Part B Covered Drugs

20% coinsurance

- PCP's Office
- Specialist's Office
- Pharmacy

#### <u>Chemotherapy Drugs</u>

20% coinsurance

- Specialist's Office
- Outpatient Hospital

Effective April 1, 2023, some rebatable Part B drugs may be subject to a lower coinsurance.

#### **In-Network:**

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

#### Services that are covered for you What you must pay when you get these services Opioid treatment program services In-Network: **\$5** copayment Members of our plan with opioid use disorder (OUD) can receive coverage Specialist's Office of services to treat OUD through an Opioid Treatment Program (OTP) which includes the following services: **\$50** copayment • U.S. Food and Drug Administration (FDA)-approved opioid agonist and Outpatient Hospital antagonist medication-assisted treatment (MAT) medications. • Dispensing and administration of MAT medications (if applicable) **\$15** copayment Substance use counseling Partial Hospitalization Individual and group therapy Toxicology testing Intake activities Periodic assessments Prior authorization requirements may apply. Outpatient diagnostic tests and therapeutic services and supplies In-Network: Provider and Professional Services Covered services include, but are not limited to: **\$0** copayment X-rays - PCP's Office • Radiation (radium and isotope) therapy including technician materials and supplies **\$20** copayment • Surgical supplies, such as dressings Specialist's Office Splints, casts and other devices used to reduce fractures and dislocations Diagnostic Procedures and Tests • Laboratory tests **\$0** copayment • Blood – including storage and administration. Coverage of whole blood PCP's Office and packed red cells begins with the first pint of blood that you need. • Other outpatient diagnostic tests **\$20** copayment Specialist's Office Prior authorization requirements may apply. **\$15** copayment Urgent Care Center **\$50** copayment Outpatient Hospital Advanced Imaging Services **\$50** copayment PCP's Office Specialist's Office Outpatient Hospital - Freestanding Radiological Facility Basic Radiological Services **\$0** copayment

PCP's Office

Services that are covered for you	<b>What you must pay</b> when you get these services
	<b>\$20</b> copayment - Specialist's Office
	<b>\$15</b> copayment  - Urgent Care Center
	<ul><li>\$25 copayment</li><li>Outpatient Hospital</li><li>Freestanding Radiological Facility</li></ul>
	<u>Diagnostic Mammography</u> <b>\$0</b> copayment  - Specialist's Office  - Outpatient Hospital  - Freestanding Radiological Facility
	Radiation Therapy \$20 copayment - Specialist's Office
	<ul><li>\$25 copayment</li><li>Outpatient Hospital</li><li>Freestanding Radiological Facility</li></ul>
	Nuclear Medicine Services  \$50 copayment  - Outpatient Hospital  - Freestanding Radiological Facility
	Facility Based Sleep Study  \$25 copayment  - Specialist's Office  - Outpatient Hospital
	Home Based Sleep Study  \$0 copayment  - Member's Home
	Medical Supplies  \$0 copayment  - Medical Supply Provider
	<u>Diagnostic Colonoscopy</u>

Services that are covered for you	<b>What you must pay</b> when you get these services
	<b>\$0</b> copayment - Ambulatory Surgical Center - Outpatient Hospital
	<u>Lab Services</u> <b>\$0</b> copayment  - PCP's Office  - Specialist's Office  - Outpatient Hospital  - Freestanding Laboratory
	<b>\$15</b> copayment  - Urgent Care Center
Outpatient hospital observation	<u>In-Network:</u>

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

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

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

You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare - Ask!" This fact sheet is available on the Web at

https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-o r-Outpatient.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.

Prior authorization requirements may apply.

#### **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

**\$0** copayment

Outpatient Hospital

#### In-Network:

<u>Diagnostic Procedures and Tests</u>

**\$50** copayment

Outpatient Hospital

Advanced Imaging Services **\$50** copayment

#### Services that are covered for you What you must pay when you get these services Laboratory and diagnostic tests billed by the hospital Outpatient Hospital Mental health care, including care in a partial-hospitalization program, if a doctor certifies that inpatient treatment would be required without it Nuclear Medicine Services X-rays and other radiology services billed by the hospital **\$50** copayment - Outpatient Hospital Medical supplies such as splints and casts Certain drugs and biologicals that you can't give yourself Basic Radiological Services **Note:** Unless the provider has written an order to admit you as an inpatient **\$25** copayment to the hospital, you are an outpatient and pay the cost-sharing amounts Outpatient Hospital 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 Diagnostic Mammography an outpatient, you should ask the hospital staff. **\$0** copayment - Outpatient Hospital 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 Radiation Therapy sheet is available on the Web at **\$25** copayment https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-o Outpatient Hospital r-Outpatient.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a Lab Services day, 7 days a week. **\$0** copayment Outpatient Hospital Prior authorization requirements may apply. Surgery Services **\$175** copayment Outpatient Hospital Mental Health Services **\$50** copayment Outpatient Hospital **\$15** copayment Partial Hospitalization Wound Care **\$20** copayment Outpatient Hospital Facility Based Sleep Study **\$25** copayment Outpatient Hospital **Emergency Services \$90** copayment - Emergency Room

<u>Diagnostic Colonoscopy</u>

**\$0** copayment

Services that are covered for you	<b>What you must pay</b> when you get these services
	- Outpatient Hospital
Outpatient mental health care	In-Network:
Covered services include:	Mental Health Services  \$5 copayment - Specialist's Office
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.	\$50 copayment - Outpatient Hospital
Prior authorization requirements may apply.	<b>\$15</b> copayment - Partial Hospitalization
Outpatient rehabilitation services	<u>In-Network:</u>
Covered services include: physical therapy, occupational therapy, and speech language therapy.	Physical Therapy \$10 copayment - Specialist's Office
Outpatient rehabilitation services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs).	- Comprehensive Outpatient Rehab Facility
Prior authorization requirements may apply.	<b>\$40</b> copayment  - Outpatient Hospital
	<ul><li>Speech Therapy</li><li>\$10 copayment</li><li>Specialist's Office</li><li>Comprehensive Outpatient Rehab Facility</li></ul>
	\$40 copayment - Outpatient Hospital
	Occupational Therapy  \$10 copayment  - Specialist's Office  - Comprehensive Outpatient Rehab Facility
	<b>\$40</b> copayment - Outpatient Hospital
Outpatient substance abuse services	In-Network:
You are covered for treatment of substance abuse, as covered by Original Medicare.	Substance Abuse Services <b>\$5</b> copayment  - Specialist's Office
Prior authorization requirements may apply.	<b>\$50</b> copayment  - Outpatient Hospital

Services that are covered for you	<b>What you must pay</b> when you get these services
	<b>\$15</b> copayment - Partial Hospitalization
Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers  Note: If you are baying surgery in a bespital facility you should shock with	In-Network: Surgery Services \$175 copayment
<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	<ul><li>Outpatient Hospital</li><li>\$50 copayment</li><li>Ambulatory Surgical Center</li></ul>
considered an "outpatient."	<u>Diagnostic Colonoscopy</u>
Prior authorization requirements may apply.	<ul><li>\$0 copayment</li><li>Ambulatory Surgical Center</li><li>Outpatient Hospital</li></ul>
* Over-the-Counter (OTC) Mail Order	<u>In-Network:</u>
You are eligible for a <b>\$40</b> monthly allowance to be used toward the purchase of over-the-counter (OTC) health and wellness products available through our mail order service. Your <b>\$40</b> monthly allowance is available at the 1st of every month. The unused monthly allowance amount will carry over to the next month and will expire at the end of the year.	<b>\$0</b> copayment
Please contact Customer Care for additional benefit details or to obtain an order form.	
Partial hospitalization services	In-Network:
"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.	<b>\$15</b> copayment  - Partial Hospitalization
Prior authorization requirements may apply.	
* Physical exam (Routine)	In-Network:
<ul> <li>In addition to the Annual Wellness Visit or the "Welcome to Medicare" physical exam, you are covered for the following exam once per year:</li> <li>Comprehensive preventive medicine evaluation and management, including an age and gender appropriate history, examination, and counseling/anticipatory guidance/risk factor reduction interventions</li> </ul>	<b>\$0</b> copayment - PCP's Office
<b>Note:</b> Any lab or diagnostic procedures that are ordered are not covered under this benefit and you pay your plan cost-sharing amount for those services separately.	
Physician/Practitioner services, including doctor's office visits	<u>In-Network:</u> Provider and Professional Services

#### Covered services include:

- Medically-necessary medical care or surgery services furnished in a physician's office, certified ambulatory surgical center, hospital outpatient department, or any other location
- Consultation, diagnosis, and treatment by a specialist
- Basic hearing and balance exams performed by your specialist, if your doctor orders it to see if you need medical treatment
- Certain telehealth services, including services by primary care providers (PCPs) and specialists; individual sessions for mental health specialty services and psychiatric services; individual sessions for outpatient substance abuse; and urgently needed services.
  - 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 via telehealth.
  - You may use a phone, computer, tablet, or other video technology.
- Some telehealth services including consultation, diagnosis, and treatment by a physician or practitioner, for patients in certain rural areas or other places approved by Medicare.
- Telehealth services for monthly end-stage renal disease-related visits for home dialysis members in a hospital-based or critical access hospital-based renal dialysis center, renal dialysis facility, or the member's home.
- Telehealth services to diagnose, evaluate, or treat symptoms of a stroke, regardless of your location.
- Telehealth services for members with a substance use disorder or co-occurring mental health disorder, regardless of their location.
- Telehealth services for diagnosis, evaluation, and treatment of mental health disorders if:
  - You have an in-person visit within 6 months prior to your first telehealth visit
  - You have an in-person visit every 12 months while receiving these telehealth services
  - Exceptions can be made to the above for certain circumstances
- Telehealth services for mental health visits provided by Rural Health Clinics and Federally Qualified Health Centers
- Virtual check-ins (for example, by phone or video chat) with your doctor for 5-10 minutes if:
  - You're not a new patient and
  - The check-in isn't related to an office visit in the past 7 days **and**
  - The check-in doesn't lead to an office visit within 24 hours or the soonest available appointment
- Evaluation of video and/or images you 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

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

#### **\$0** copayment

- PCP's Office

#### **\$20** copayment

Specialist's Office

#### Telehealth Services

#### **\$0** copayment

- PCP Virtual
- Mental Health Care and Substance Abuse Treatment Virtual
- Urgent Care Virtual

#### **\$20** copayment

Specialist Virtual

#### **Advanced Imaging Services**

#### \$50 copayment

- PCP's Office
- Specialist's Office

#### Surgery Services

#### **\$0** copayment

PCP's Office

#### **\$20** copayment

Specialist's Office

#### **Radiation Therapy**

#### **\$20** copayment

- Specialist's Office

#### **Urgently Needed Services**

#### **\$0** copayment

PCP's Office

#### \$20 copayment

- Specialist's Office

#### Services that are covered for you What you must pay when you get these services soonest available appointment Consultation your doctor has with other doctors by phone, internet, or electronic health record Second opinion by another network provider prior to surgery Non-routine dental care (covered services are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician) Urgently needed services furnished in a physician's office Prior authorization requirements may apply. **Podiatry services** In-Network: Medicare Covered Podiatry Services Covered services include: **\$20** copayment Diagnosis and the medical or surgical treatment of injuries and diseases Specialist's Office of the feet (such as hammer toe or heel spurs) Routine foot care for members with certain medical conditions affecting Routine foot care the lower limbs **\$20** copayment Specialist's Office \*You are also covered for supplemental routine foot care benefits: You may self-refer for unlimited visits per year to a network specialist. Covered supplemental services include: Paring or cutting of benign hyperkeratotic lesions (e.g., corn, wart, callus) Trimming or debridement of nails Prior authorization requirements may apply. Prostate cancer screening exams In-Network: There is no coinsurance, For men aged 50 and older, covered services include the following - once copayment, or deductible for an every 12 months: annual PSA test. • Digital rectal exam • Prostate Specific Antigen (PSA) test Prosthetic devices and related supplies **In-Network:** 20% coinsurance Devices (other than dental) that replace all or part of a body part or Prosthetics Provider 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

Prior authorization requirements may apply.

"Vision Care" later in this section for more detail.

some coverage following cataract removal or cataract surgery – see

#### Pulmonary rehabilitation services

#### **In-Network:**

# Services that are covered for you Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and a referral for pulmonary rehabilitation from the doctor treating the chronic respiratory disease. Prior authorization requirements may apply. What you must pay when you get these services \$20 copayment - Specialist's Office \$15 copayment - Outpatient Hospital

#### Screening and counseling to reduce alcohol misuse

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

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

#### In-Network:

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

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

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

**Eligible members are:** people aged 50 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 20 pack-years and who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision-making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner.

For LDCT lung cancer screenings after the initial LDCT screening: the member must receive a written order for the 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.

#### <u>In-Network:</u>

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

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

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

We also cover up to 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

#### **In-Network:**

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

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

sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor's office.

#### Services to treat kidney disease

Covered services include:

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

Certain drugs for dialysis are covered under your Medicare Part B drug benefit. For information about coverage for Part B Drugs, please go to the section, "Medicare Part B prescription drugs."

Prior authorization requirements may apply.

#### **In-Network:**

<u>Kidney Disease Education Services</u> **\$0** copayment

- PCP's Office
- Specialist's Office

#### Renal Dialysis Services

20% coinsurance

- Dialysis Center
- Outpatient Hospital

#### <u>High Cost Durable Medical</u> <u>Equipment</u>

20% coinsurance

 Durable Medical Equipment Provider

#### <u>Low Cost Durable Medical</u> Equipment

**\$0** copayment

 Durable Medical Equipment Provider

#### Home Health Care

**\$0** copayment

- Member's Home

#### $\hbox{* SilverSneakers}^{\hbox{\scriptsize 0}} \hbox{ Fitness program}$

SilverSneakers® is a fitness program for seniors that is included at no additional charge with qualifying Medicare health plans. Members have access to 15,000+ fitness locations across the country that may include weights and machines plus group exercise classes led by trained instructors at select locations. Access online education on **SilverSneakers.com**, watch workout videos on SilverSneakers On-Demand™ or download the SilverSneakers GO™ fitness app, for additional workout ideas.

Any fitness center services that usually have an extra fee are not included in your membership.

#### Skilled nursing facility (SNF) care

(For a definition of "skilled nursing facility care," see Chapter 10 of this document. Skilled nursing facilities are sometimes called "SNFs.")

A new benefit period will begin on day one when you first enroll in a Medicare Advantage plan, or when you have been discharged from skilled care in a skilled nursing

#### **In-Network:**

**\$0** copayment

You are covered for up to 100 medically necessary days per benefit period. Prior hospital stay is not required. Covered services include but are not limited to:

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

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

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

Prior authorization requirements may apply.

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

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

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

#### \* Smoking cessation program

To further assist in your effort to quit smoking or tobacco product use, we cover one additional counseling quit attempt within a 12-month period as a service with no cost to you. This additional counseling attempt includes

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

facility for **60 consecutive days**.

Per Benefit Period, you pay:

#### **In-Network:**

**\$0** copayment per day, days 1 to 20

Skilled Nursing Facility

**\$150** copayment per day, days 21 to 100

Skilled Nursing Facility

#### **In-Network:**

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

#### In-Network: \$0 copayment

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

up to four face-to-face visits. This service can be used for either preventive measures or for diagnosis with a tobacco related disease.

#### **Supervised Exercise Therapy (SET)**

SET is covered for members who have symptomatic peripheral artery disease (PAD).

Up to 36 sessions over a 12-week period are covered if the SET program requirements are met.

#### The SET program must:

- Consist of sessions lasting 30-60 minutes, comprising a therapeutic exercise-training program for PAD in patients with claudication
- Be conducted in a hospital outpatient setting or a physician's office
- Be delivered by qualified auxiliary personnel necessary to ensure benefits exceed harms, and who are trained in exercise therapy for PAD
- Be under the direct supervision of a physician, physician assistant, or nurse practitioner/clinical nurse specialist who must be trained in both basic and advanced life support techniques

SET may be covered beyond 36 sessions over 12 weeks for an additional 36 sessions over an extended period of time if deemed medically necessary by a health care provider.

Prior authorization requirements may apply.

#### \* Transportation

You are covered for 50 one-way, non-emergency trips to plan-approved locations within the plan service area.

Please contact Customer Care for information on how to arrange transportation. Customer Care will confirm your benefits and guide you to the transportation provider to plan your trip.

In-Network:

**\$20** copayment

**\$15** copayment

- Specialist's Office

Outpatient Hospital

In-Network:
\$0 copayment

#### Urgently needed services

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

#### **In-Network:**

<u>Urgently Needed Services</u> **\$15** copayment

Urgent Care Center

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

You are covered for urgently needed services world-wide. If you have an urgent need for care while outside of the U.S. and its territories, you will be responsible to pay for the services rendered upfront. You must submit proof of payment to Humana for reimbursement. For more information please see Chapter 5. We may not reimburse you for all out of pocket expenses. This is because our contracted rates may be lower than provider rates outside of the U.S. and its territories. You are responsible for any costs exceeding our contracted rates as well as any applicable member cost-share.

See "Physician/Practitioner services, including doctor's office visits" for additional information about urgently needed services provided in a physician's office.

#### Vision care

Covered services include:

- Outpatient physician services for the diagnosis and treatment of diseases and injuries of the eye, including treatment for age-related macular degeneration. Original Medicare doesn't cover routine eye exams (eye refractions) for eyeglasses/contacts
- For people who are at high risk of glaucoma, we will cover one glaucoma screening each year. People at high risk of glaucoma include: people with a family history of glaucoma, people with diabetes, African-Americans who are age 50 and older, and Hispanic Americans who are 65 or older
- For people with diabetes, screening for diabetic retinopathy is covered once per year
- One pair of eyeglasses or contact lenses after each cataract surgery that includes insertion of an intraocular lens. (If you have two separate cataract operations, you cannot reserve the benefit after the first surgery and purchase two eyeglasses after the second surgery.)
- Covered eyeglasses after cataract surgery includes standard frames and lenses as defined by Medicare; any upgrades are not covered (including, but not limited to, deluxe frames, tinting, progressive lenses, or anti-reflective coating).

The 🍑 (preventive service) only applies to Glaucoma Screening.

Prior authorization requirements may apply.

#### In-Network:

Medicare Covered Vision Services

**\$20** copayment

Specialist's Office

#### <u>Glaucoma Screening</u>

**\$0** copayment

- Specialist's Office

#### Diabetic Eye Exam

**\$0** copayment

- All Places of Treatment

#### Eyewear (Post Cataract Surgery)

**\$0** copayment

All Places of Treatment

#### Supplemental vision benefits

\*You are covered for supplemental vision benefits. See the supplemental vision benefit description at the end of this chart for details.

**Please note:** the network of providers for your supplemental vision benefits may be different than the network of providers for the Original Medicare vision benefits listed above.

#### "Welcome to Medicare" preventive visit

The plan covers the one-time "Welcome to Medicare" preventive visit. The visit includes a review of your health, as well as education and counseling

#### In-Network:

There is no coinsurance, copayment, or deductible for the

Services that are covered for you	<b>What you must pay</b> when you get these services
about the preventive services you need (including certain screenings and shots), and referrals for other care if needed.	"Welcome to Medicare" preventive visit.
Important: We cover the "Welcome to Medicare" preventive visit only within the first 12 months you have Medicare Part B. When you make your appointment, let your doctor's office know you would like to schedule your "Welcome to Medicare" preventive visit.	

#### Mandatory Supplemental Dental Benefit DEN632

#### **Coverage Description**

You may receive the following non-Medicare covered routine dental-related services:

Deductible		\$0	
Annual Maximum	\$2	,000	
Description of Benefit	In-Network You Pay*	Out-of- Network You Pay	
Preventive Services			
<b>Exams – Frequency/Limitation -</b> 2 procedure codes per calendar	year		
Periodic oral exam	0%	100%	
<b>Exams – Frequency/Limitations</b> - 1 procedure code per calendar y	year		
Emergency diagnostic exam	0%	100%	
<b>Bitewing X-rays – Frequency/Limitations -</b> 1 set per calendar year	ar		
Bitewing x-rays	0%	100%	
Intraoral X-rays (inside the mouth)— Frequency/Limitations - $\mathbf 1$	procedure code per calendar ye	ear	
Periapical x-rays	0%	100%	
Occlusal x-rays	0%	100%	
Full Mouth or Panoramic X-rays – Frequency/Limitations - 1 pro	ocedure code every 5 calendar y	ears	
Complete series	0%	100%	
Panoramic film	0%	100%	
Prophylaxis (Cleaning) – Frequency/Limitations - 2 procedure co	odes per calendar year		
Prophylaxis (cleaning)	0%	100%	
Periodontal Maintenance – Frequency/Limitations - 4 procedure	e codes per calendar year		
Periodontal maintenance following periodontal therapy	0%	100%	
Fluoride – Frequency/Limitations - 2 procedure codes per calend	lar year		
Topical fluoride application	0%	100%	

Description of Benefit	In-Network You Pay*	Out-of- Network You Pay
Comprehensive Services		
<b>Restorations (Fillings) - Amalgam and/or Composite - Frequency/Limitation</b> per calendar year	<b>ons -</b> 2 procedure cod	les per tooth
Amalgam (silver) – primary or permanent	\$25 per tooth	100%
Resin-based composite (white) – anterior (front) or posterior (back)	\$25 per tooth	100%
Extractions (Pulling Teeth) – Frequency/Limitations - 2 procedure codes per	r tooth per calendar y	ear
Extraction, erupted tooth, or exposed root	\$25 per tooth	100%
Surgical removal of erupted tooth	\$25 per tooth	100%
$\textbf{Scaling-Generalized Inflammation-Frequency/Limitations-} \textbf{1} \ \text{procedure continuous}$	code every 3 calendar	years
Scaling - moderate or severe gingival inflammation	\$25	100%
<b>Scaling and Root Planing – Frequency/Limitations -</b> 1 procedure code every	3 calendar years, per	quadrant
Periodontal scaling and root planing	\$25	100%
<b>Crowns – Frequency/Limitations -</b> 1 procedure code per tooth per lifetime		
Crowns	50%	100%
Onlay	50%	100%
Inlay - alternate benefit only	50%	100%
<b>Complete Dentures – Frequency/Limitations -</b> 1 upper complete and/or 1 lov calendar years, including routine post-delivery care	wer complete denture	e every 5
Complete denture – maxillary (upper) or mandibular (lower)	50%	100%
Immediate denture – maxillary (upper) or mandibular (lower)	50%	100%
Removable Partial Dentures (including routine post-delivery care) – Freque 1 lower partial denture every 5 calendar years	uency/Limitations – 1	upper and/o
Partial dentures – resin or metal, maxillary (upper) or mandibular (lower)	50%	100%
Unilateral partial denture	50%	100%
Partial denture - maxillary (upper) or mandibular (lower)	50%	100%
Removable unilateral partial denture	50%	100%
<b>Denture Adjustments (not covered if within six months of initial placemen</b> procedure code per calendar year	nt) – Frequency/Limi	tations - 1
Complete denture adjustment- maxillary (upper) or mandibular (lower)	50%	100%
Partial denture adjustment - maxillary (upper) or mandibular (lower)	50%	100%
Denture Reline (not allowed on spare dentures or if within six months of in Frequency/Limitations - 1 procedure code per calendar year	nitial placement) -	
Reline complete denture – maxillary (upper) or mandibular (lower)	50%	100%
Reline partial denture - maxillary (upper) or mandibular (lower)	50%	100%

Description of Benefit	In-Network You Pay*	Out-of- Network You Pay
<b>Denture Repairs – Frequency/Limitations -</b> 1 procedure code per calendar year		
Repair complete denture base - maxillary (upper) or mandibular (lower)	50%	100%
Repair partial denture base - maxillary (upper) or mandibular (lower)	50%	100%
Repair partial denture framework - maxillary (upper) or mandibular (lower)	50%	100%
Replace missing or broken tooth	50%	100%
Add tooth or clasp to partial denture	50%	100%
Replace all teeth/acrylic – maxillary (upper) or mandibular (lower)	50%	100%
<b>Denture Rebase (not covered if within six months of initial placement) – Freq</b> procedure code per calendar year	uency/Limitatior	ns - 1
Rebase complete denture – maxillary (upper) or mandibular (lower)	50%	100%
Rebase partial denture - maxillary (upper) or mandibular (lower)	50%	100%
Tissue Conditioning (not covered if within six months of initial placement) – F procedure code per calendar year	requency/Limita	tions - 1
Tissue conditioning - maxillary (upper) or mandibular (lower)	50%	100%
Occlusal Adjustments (not covered if within six months of initial placement) - procedure code every 3 calendar years	– Frequency/Limi	tations - 1
Occlusal adjustment - limited	50%	100%
Occlusal adjustment - complete	50%	100%
Pain Management – Frequency/Limitations - 2 procedure codes per calendar ye	ear	
Palliative (emergency) treatment of dental pain	\$25	100%
Anesthesia – Frequency/Limitations - As needed with covered procedures		
Analgesia, anxiolysis, inhalation of nitrous oxide	0%	100%
Deep sedation/general anesthesia	0%	100%
Intravenous moderate (conscious) sedation/analgesia	0%	100%
Application of desensitizing medicament	0%	100%
<b>Recementation of Crown – Frequency/Limitations -</b> 1 procedure code every 5 c	alendar years	
Recement inlay, onlay or partial coverage restoration	\$25	100%
Recement indirectly fabricated or prefabricated post and core	\$25	100%
Recement crown	\$25	100%
Diagnostic Services – Frequency/Limitations - 1 procedure code every 3 calend	lar years	
Periodontal exam	0%	100%
Comprehensive oral evaluation	0%	100%

Limitations and exclusions may apply. Subject to the claims review process which may include a clinical review.

Dental services are subject to our standard claims review procedures which could include dental history to approve coverage. Dental benefits under this plan may not cover all American Dental Association procedure codes. Information regarding each plan is available at **Humana.com/sb**.

The Mandatory Supplemental Dental benefits are provided through the Florida GoldPlus Dental network. The provider locator can be found at Humana.com > Find a doctor > Select the Dentist icon from the menu > From the Distance drop down select preferred distance > Enter Zip code > From the look up method select All Dental Networks > Then select Florida GoldPlus Dental.

#### How Payments to You or Your Dentist Are Calculated

For covered dental services, we will pay as follows:

- We will determine the total covered expense.
- We will review the covered expense against the maximum benefits allowed.
- We will check to see if you have met your deductible, if applicable. If you have not, you will be required to pay the covered expense up to the amount of the deductible.
- We will pay the remaining expense to you or your dentist, minus any coinsurance you owe (the procedure you received may require you to pay a percentage of the cost).

For dental conditions that have two or more possible treatments, Humana will cover the lowest cost treatment, as long as it is proven to provide satisfactory results. If you choose to receive a higher cost treatment, you will be responsible to pay for the difference.

#### **Submitting Pretreatment Plans**

If the dental care you need is expected to exceed **\$300**, we suggest you or your dentist send a dental treatment plan for us to review ahead of time so that we can provide you with an estimate for services. The pretreatment plan should include:

- 1. A list of services you will receive, using American Dental Association nomenclature and codes.
- 2. Your dentist's written description of the proposed treatment.
- 3. X-rays that show your dental needs.
- 4. Itemized cost of the proposed treatment.
- 5. Any other diagnostic materials we request.

#### Mandatory Supplemental Hearing Benefit HER692

#### **Coverage Description**

You may receive the following non-Medicare covered services from any network hearing or hearing aid provider:

Description of Benefit	You Pay
Routine hearing exam (1 per year)	\$0

Description of Benefit	You Pay
Plan-approved hearing aid(s) (2 hearing aids per year). Benefit is limited to various styles of hearing aids categorized as Value, Advanced, and	<b>\$199</b> per Value Aid
Premium hearing aid technology. You must see a HearUSA provider to use this benefit. Call 1-844-607-0666 to schedule an appointment (for TTY, dial 711)	or <b>\$699</b> per Advanced Aid
Hearing aid purchase includes:	or <b>\$1,299</b> per Premium Aid
<ul> <li>1 fitting and 3 adjustments within the first year of hearing aid purchase</li> <li>60 day trial period</li> <li>1 year extended warranty</li> <li>1 month battery supply</li> </ul>	*HearUSA provider must be used for hearing aid benefit. Call HearUSA at <b>1-844-607-0666</b> to schedule an appointment.
Costs associated with excluded items are the responsibility of the member and are not covered by the plan.	

The provider location for routine hearing can be found at Humana.com > Find a doctor > Medical > Enter Zip Code > Select look up method > Select Medicare > Select Network (your plan's Name) > Select > Select Category "Name" > HearUSA > Search > HearUSA provider appears.

#### **Mandatory Supplemental Vision Benefit VIS176**

#### **Coverage Description**

You may receive the following non-Medicare covered routine vision-related services:

Description of Benefit	In-Network You Pay
Routine Eye Exam (includes refraction) (1 per calendar year)	\$0
<ul> <li>Frames and Lens Package         You have a choice of:         <ul> <li>Benefit toward the purchase and fitting of eyeglasses and pair of lenses or contact lenses (per calendar year)</li> </ul> </li> <li>Contact lenses will include conventional or disposable.</li> </ul>	Any amount over <b>\$400</b>
OR - <b>3</b> pair(s) of select eyeglasses at no cost per calendar year. Any additional upgrades to the select pair will be at your cost.**  Ultraviolet protection and scratch resistant coating included on all eyeglass lenses at no charge.	

The provider location for routine vision can be found at **Humana.com > Find a doctor > Medical > Enter ZipCode** > Select look up method > Select Medicare > Select Network (your plan's Name) > Select > Select Category"Specialty" > Optometrist > Search.

<sup>\*\*</sup>See a network optical provider for more information on your no cost eyeglass option

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

- Copayments, coinsurances, and deductibles paid for supplemental benefits do not count toward your maximum out-of-pocket amount.
- Note: Benefits are offered on a calendar year basis. If these benefits are changed or eliminated next year or the year after and you have not used these benefits, you are no longer eligible for the benefits described above.

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

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

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

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

If you get services that are excluded (not covered), you must pay for them yourself except under the specific conditions listed below. Even if you receive the excluded services at an emergency facility, the excluded services are still not covered and our plan will not pay for them. The only exception is if the service is appealed and decided upon 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 document.)

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Charges for equipment which is primarily and customarily used for a nonmedical purpose, even though the item has some remote medically related use.		Covered only when medically necessary.
Cosmetic surgery or procedures		<ul> <li>Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member.</li> <li>Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a</li> </ul>
Custodial care		symmetrical appearance.
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.	V	

# 2023 Evidence of Coverage for Humana Honor (HMO) 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
Experimental medical and surgical procedures, equipment and medications.		May be covered by Original Medicare under a Medicare-approved clinical research study or by our plan.
Experimental procedures and items are those items and procedures determined by Original Medicare to not be generally accepted by the medical community.		(See Chapter 3, Section 5 for more information on clinical research studies.)
Fees charged for care by your immediate relatives or members of your household.	<b>√</b>	
Full-time nursing care in your home.	✓	
Homemaker services include basic household assistance, including light housekeeping or light meal preparation.	<b>√</b>	
Naturopath services (uses natural or alternative treatments).	<b>√</b>	
Non-routine dental care		Dental care required to treat illness or injury may be covered as inpatient or outpatient care.
Orthopedic shoes or supportive devices for the feet		Shoes that are part of a leg brace and are included in the cost of the brace. Orthopedic or the therapeutic shoes for a people with diabetic foot disease.
Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television.	<b>✓</b>	
Private room in a hospital.		Covered only when medically necessary.
Reversal of sterilization procedures and or non-prescription contraceptive supplies.	<b>✓</b>	
Routine chiropractic care		Manual manipulation of the spine to correct a subluxation is covered.
Services considered not reasonable and necessary, according to Original Medicare standards	<b>✓</b>	

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

• Radial keratotomy, LASIK surgery, and other low vision aids and services.

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

• Services provided to veterans in Veterans Affairs (VA) facilities. However, when emergency services are received at VA hospital and the VA cost-sharing is more than the cost-sharing under our plan, we will reimburse veterans for the difference. Members are still responsible for our cost-sharing amounts.

### Dental Mandatory Supplemental Benefit Exclusions include, but not limited to, the following:

- Network dentists have agreed to provide services at contracted fees (the in-network fee schedules, or INFS). If a
  member visits a participating network dentist, the member will not receive a bill for charges more than the
  negotiated fee schedule on covered services (coinsurance payment still applies).
- Services received from an out-of-network dentist are not covered benefits.
- Initial placement or replacement of a prior denture that is unserviceable and cannot be made serviceable. Spare dentures are not covered.
- Dental reline may not be covered within six months of initial denture placement or on spare dentures.
- Dental adjustments may not be covered within six months of initial denture placement or on spare dentures.
- Expenses incurred while you qualify for any workers' compensation or occupational disease act or law, whether or not you applied for coverage.
- Services that are:
  - Free or that you would not be required to pay for if you did not have this insurance, unless charges are received from and reimbursable to the U.S. government or any of its agencies as required by law.
  - Furnished by, or payable under, any plan or law through any government or any political subdivision this
    does not include Medicare or Medicaid.
  - Furnished by any U.S. government-owned or operated hospital/institution/agency for any service connected with sickness or bodily injury.
- Any loss caused or contributed by war or any act of war, whether declared or not; any act of international armed conflict; or any conflict involving armed forces of any international authority.
- Any expense arising from the completion of forms.
- Your failure to keep an appointment with the dentist.
- Any service we consider cosmetic dentistry unless it is necessary as a result of an accidental injury sustained while you are covered under this policy. We consider the following cosmetic dentistry procedures:
  - Facings on crowns or pontics the portion of a fixed bridge between the abutments posterior to the second bicuspid.
  - Any service to correct congenital malformation.
  - Any service performed primarily to improve appearance; or characterization and personalization of prosthetic devices.
- Charges for any type of implant and all related services, including crowns or the prosthetic device attached to it; precision or semi-precision attachments; over-dentures and any endodontic treatment associated with over-dentures; other customized attachments.
- Any service related to:
  - Altering vertical dimension of teeth.
  - Restoration or maintenance of occlusion.
  - Splinting teeth, including multiple abutments, or any service to stabilize periodontally weakened teeth.
  - Replacing tooth structures lost as a result of abrasion, attrition, erosion or abfraction.
  - Bite registration or bite analysis.
- Infection control, including but not limited to sterilization techniques.
- Fees for treatment performed by someone other than a dentist, except for scaling, teeth cleaning and the topical application of fluoride, which can be performed by a licensed dental hygienist. The treatment must be rendered under the supervision of the dentist in accordance with generally accepted dental standards.
- Any hospital, surgical or treatment facility, or for services of an anesthesiologist or anesthetist.
- Prescription drugs or pre-medications, whether dispensed or prescribed.
- Any service not specifically listed in the Coverage Information.

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

- Any service that we determine is not a dental necessity; does not offer a favorable prognosis; does not have uniform professional endorsement; or is deemed to be experimental or investigational in nature.
- Orthodontic services.
- Any expense incurred before your effective date or after the date this supplemental benefit terminates.
- Services provided by someone who ordinarily lives in your home or who is a family member.
- Charges exceeding the reimbursement limit for the service.
- Treatment resulting from any intentionally self-inflicted injury or bodily illness.
- Local anesthetics, irrigation, bases, pulp caps, temporary dental services, study models, treatment plans, or tissue preparation associated with the impression or placement of a restoration when charged as a separate service. These services are considered an integral part of the entire dental service.
- Repair and replacement of orthodontic appliances.
- Any surgical or nonsurgical treatment for any jaw joint problems, including any temporomandibular joint
  disorder, craniomaxillary, craniomandibular disorder, or other conditions of the joint linking the jaw bone and
  skull; or treatment of the facial muscles used in expression and chewing functions, for symptoms including, but
  not limited to, headaches.

### Hearing Mandatory Supplemental Benefit Exclusions include, but not limited to, the following:

- Any fees for exams, tests, evaluations or any services in excess of the stated maximums.
- Any expenses which are covered by Medicare or any other government program or insurance plan, or for which you are not legally required to pay.
- Services provided for clearance/consultation by a provider.
- Any refitting fees for lost or damaged hearing aids.
- Any fees for any services rendered by a non-network hearing aid provider. In-network hearing aid providers reserve the right to only service devices purchased from in-network providers.
- Hearing aids and provider visits to service hearing aids (except as specifically described in the Covered Benefits), ear molds, hearing aid accessories, return fees, warranty claim fees, and hearing aid batteries (beyond the covered limit).

### Vision Mandatory Supplemental Benefit Exclusions include, but not limited to, the following:

- Any benefits received at a non-network optical provider.
- Refitting or change in lens design after initial fitting.
- Any expense arising from the completion of forms.
- Any service not specifically listed in your supplemental benefit.
- Orthoptic or vision training.
- Subnormal vision aids and associated testing.
- · Aniseikonic lenses.
- Athletic or industrial lenses.
- Prisms (not covered with allowance, but may be available at a discounted rate off retail price; check with provider for details)
- Any service we consider cosmetic.
- Any expense incurred before your effective date or after the date this supplemental benefit terminates.
- Services provided by someone who ordinarily lives in your home or who is a family member.
- Charges exceeding the allowance for the service.
- Treatment resulting from any intentionally self-inflicted injury or bodily illness.
- Plano lenses.
- Medical or surgical treatment of eye, eyes or supporting structures.
- Non-prescription sunglasses.
- Two pair of glasses in lieu of bifocals.
- Services or materials provided by any other group benefit plans providing vision care.

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

- Corrective vision treatment of an experimental nature.
- Solutions and/or cleaning products for glasses or contact lenses.
- Non-prescription items.
- Costs associated with securing materials.
- Pre- and post-operative services.
- Orthokeratology.
- Routine maintenance of materials.
- Artistically painted lenses.
- Any expenses incurred while you qualify for any workers' compensation or occupational disease act or law, whether or not you applied for coverage.
- Services that are:
  - Free or that you would not be required to pay for if you did not have this insurance, unless charges are received from and reimbursable to the U.S. government or any of its agencies as required by law.
  - Furnished by, or payable under, any plan or law through any government or any political subdivision (this
    does not include Medicare or Medicaid).
  - Furnished by any U.S. government-owned or operated hospital/institution/agency for any service connected with sickness or bodily injury.
- Any loss caused or contributed by war or any act of war, whether declared or not; any act of international armed conflict; or any conflict involving armed forces of any international authority.
- Your failure to keep an appointment.
- Any hospital, surgical or treatment facility, or for services of an anesthesiologist or anesthetist.
- Prescription drugs or pre-medications, whether dispensed or prescribed.
- Any service that we determine is not a visual necessity; does not offer a favorable prognosis; does not have uniform professional endorsement; or is deemed to be experimental or investigational in nature.
- Replacement of lenses or eyeglass frames furnished under this supplemental benefit that are lost or broken, unless otherwise available under the supplemental benefit.
- Any examination or material required by an employer as a condition of employment or safety eyewear.
- Pathological treatment.

The plan will not cover the excluded services listed above. Even if you receive the services at an emergency facility, the excluded services are still not covered.

## **CHAPTER 5:**

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

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

Sometimes when you get medical care, you may need to pay the full cost. Other times, you may find that you have paid more than you expected under the coverage rules of the plan or you may receive a bill from a provider. In these cases, you can ask our plan to pay you back (paying you back is often called "reimbursing" you). It is your right to be paid back by our plan whenever you've paid more than your share of the cost for medical services that are covered by our plan. There may be deadlines that you must meet to get paid back. Please see Section 2 of this chapter.

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

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

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

You can receive emergency or urgently needed services from any provider, whether or not the provider is a part of our network. In these cases,

- You are only responsible for paying your share of the cost for emergency or urgently needed services. Emergency providers are legally required to provide emergency care. If you accidentally 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.
- You may get a bill from the provider asking for payment that you think you do not owe. Send us this bill, along with documentation of any payments you have already made.
  - If the provider is owed anything, we will pay the provider directly.
  - If you have already paid more than your share of the cost of the service, we will determine how much you owed and pay you back for our share of the cost.

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

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

• You only have to pay your cost-sharing amount when you get covered services. We do not allow providers to add additional separate charges, called "balance billing." This protection (that you never pay more than your cost-sharing amount) applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don't pay certain provider charges.

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

- Whenever you get a bill from a network provider that you think is more than you should pay, send us the bill. We will contact the provider directly and resolve the billing problem.
- If you have already paid a bill to a network provider, but you feel that you paid too much, send us the bill along with documentation of any payment you have made and ask us to pay you back the difference between the amount you paid and the amount you owed under the plan.

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

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

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

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 document has information about how to make an appeal.

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

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

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

Humana, P.O. Box 14601, Lexington, KY 40512-4601

**You must submit your Part C (medical) claim to us within 12 months** of the date you received the service, item, or Part B drug.

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

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

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

- If we decide that the medical care is covered and you followed all the rules, we will pay for our share of the cost. If you have already paid for the service, 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.
- 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. We will send you a letter explaining the reasons why we are not sending the payment and your right to appeal that decision.

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

## 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 the amount we are paying, you can make an appeal. If you make an appeal, it means you are asking us to change the decision we made when we turned down your request for payment. The appeals process is a formal process with detailed procedures and important deadlines. For the details on how to make this appeal, go to Chapter 7 of this document.

## **CHAPTER 6:** Your rights and responsibilities

### SECTION 1

## Our plan must honor your rights and cultural sensitivities as a member of the plan

### Section 1.1

We must provide information in a way that works for you and consistent with your cultural sensitivities (in languages other than English, in braille, in large print, or other alternate formats, etc.)

Your plan is required to ensure that all services, both clinical and non-clinical, are provided in a culturally competent manner and are accessible to all enrollees, including those with limited English proficiency, limited reading skills, hearing incapacity, or those with diverse cultural and ethnic backgrounds. Examples of how a plan may meet these accessibility requirements include, but are not limited to: provision of translator services, interpreter services, teletypewriters, or TTY (text telephone or teletypewriter phone) connection.

Our plan has free interpreter services available to answer questions from 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 Care.

Our plan is required to give female enrollees the option of direct access to a women's health specialist within the network for women's routine and preventive health care services.

If providers in the plan's network for a specialty are not available, it is the plan's responsibility to locate specialty providers outside the network who will provide you with the necessary care. In this case, you will only pay in-network cost sharing. If you find yourself in a situation where there are no specialists in the plan's network that cover a service you need, call the plan for information on where to go to obtain this service at in-network cost sharing.

If you have any trouble getting information from our plan in a format that is accessible and appropriate for you, please call to file a grievance with Humana Grievances and Appeals Dept. at 1-800-457-4708, TTY 711. You may also file a complaint with Medicare by calling 1-800-MEDICARE (1-800-633-4227) or directly with the Office for Civil Rights 1-800-368-1019 or TTY 1-800-537-7697.

Su plan debe garantizar que todos los servicios, tanto clínicos como no clínicos, se brinden de manera competente desde el punto de vista cultural y sean accesibles para todos los afiliados, incluidos aquellos con dominio limitado del inglés, habilidades de lectura limitadas, incapacidad auditiva o aquellos con orígenes culturales y étnicos diversos. Algunos ejemplos de cómo un plan puede cumplir con estos requisitos de accesibilidad incluyen, entre otros, la prestación de servicios de traducción, servicios de interpretación, telemáquinas de escribir o conexión TTY (teléfono de texto o teléfono de telemáquina).

Nuestro plan cuenta con servicios gratuitos de intérpretes disponibles para responder preguntas de afiliados que no hablan inglés. También podemos darle información en braille, en letra grande o en otros formatos alternativos sin costo en caso de ser necesario. Se nos exige darle información sobre los beneficios del plan en un formato que sea accesible y apropiado para usted. Para obtener información de parte de nosotros de una forma que se ajuste a sus necesidades, llame a Atención al cliente.

Nuestro plan debe brindarles a las mujeres inscritas la opción de acceso directo a un especialista en salud femenina dentro de la red para servicios de cuidado de la salud preventivos y de rutina para mujeres.

Si no hay disponibles proveedores de la red del plan para una especialidad, es responsabilidad del plan localizar proveedores especializados fuera de la red que le proporcionen el cuidado necesario. En este caso, solo pagará el costo compartido dentro de la red. Si se encuentra en una situación en la cual no hay especialistas en la red del plan que cubran un servicio que usted necesita, llame al plan para obtener información sobre dónde ir para obtener este servicio al costo compartido dentro de la red.

Si tiene alguna dificultad para obtener información de nuestro plan en un formato que sea accesible y apropiado, llame para presentar una queja formal ante el Departamento de quejas formales y apelaciones de Humana al 1-800-457-4708, TTY 711. También puede presentar una queja ante Medicare llamando al 1-800-MEDICARE (1-800-633-4227) o directamente ante la Oficina de Derechos Civiles. al 1-800-368-1019 o TTY 1-800-537-7697.

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

You have the right to choose a primary care provider (PCP) in the plan's network to provide and arrange for your covered services. You also have the right to go to a women's health specialist (such as a gynecologist) without a referral.

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

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

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

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

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

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

- We make sure that unauthorized people don't see or change your records.
- Except for the circumstances noted below, if we intend to give your health information to anyone who isn't providing your care or paying for your care, we are required to get written permission from you or someone you have given legal power to make decisions for you first.
- There are certain exceptions that do not require us to get your written permission first. These exceptions are allowed or required by law.
  - We are required to release health information to government agencies that are checking on quality of care.
  - Because you are a member of our plan through Medicare, we are required to give Medicare your health information. If Medicare releases your information for research or other uses, this will be done according to

Federal statutes and regulations; typically, this requires that information that uniquely identifies you not be shared.

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

You have the right to look at your medical records held by the plan, and to get a copy of your records. We are allowed to charge you a fee for making copies. You also have the right to ask us to make additions or corrections to your medical records. If you ask us to do this, we will work with your health care provider to decide whether the changes should be made.

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

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

## Notice of Privacy Practices For your personal health information

## 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 of your personal and health information is important. You don't need to do anything unless you have a request or complaint.

We may change our privacy practices and the terms of this notice at any time, as allowed by law. Including information we created or received before we made the changes. When we make a significant change in our privacy practices, we will change this notice and send the notice to our health plan subscribers.

### What is personal and health information?

Personal and health information includes both medical information and personal information, like your name, address, telephone number, or Social Security number. The term "information" in this notice includes any personal and health information. This includes information created or received by a healthcare provider or health plan. The information relates to your physical or mental health or condition, providing healthcare to you, or the payment for such healthcare.

### How do we protect your information?

We have a responsibility to protect the privacy of your information in all formats including electronic, written and oral information. We have safeguards in place to protect your information in various ways including:

- Limiting who may see your information
- Limiting how we use or disclose your information
- Informing you of our legal duties about your information
- Training our employees about our privacy policies and programs

#### How do we use and disclose your information?

We use and disclose your information:

- To you or someone who has the legal right to act on your behalf
- To the Secretary of the Department of Health and Human Services

### We have the right to use and disclose your information:

- To a doctor, a hospital, or other healthcare provider so you can receive medical care
- For payment activities, including claims payment for covered services provided to you by healthcare providers and for health plan premium payments

- For healthcare operation activities. Including processing your enrollment, responding to your inquiries, coordinating your care, improving quality, and determining premiums
- For performing underwriting activities. However, we will not use any results of genetic testing or ask questions regarding family history.
- To your plan sponsor to permit them to perform, plan administration functions such as eligibility, enrollment
  and disenrollment activities. We may share summary level health information about you with your plan sponsor
  in certain situations. For example, to allow your plan sponsor to obtain bids from other health plans. Your
  detailed health information will not be shared with your plan sponsor. We will ask your permission or your plan
  sponsor has to certify they agree to maintain the privacy of your information.
- To contact you with information about health-related benefits and services, appointment reminders, or treatment alternatives that may be of interest to you. If you have opted out as described below, we will not contact you.
- To your family and friends if you are unavailable to communicate, such as in an emergency. To your family and friends or any other person you identify. This applies if the information is directly relevant to their involvement with your health care or payment for that care. For example, if a family member or a caregiver calls us with prior knowledge of a claim, we may confirm if the claim has been received and paid.
- To provide payment information to the subscriber for Internal Revenue Service substantiation.
- To public health agencies if we believe that there is a serious health or safety threat.
- To appropriate authorities when there are issues about abuse, neglect, or domestic violence.
- In response to a court or administrative order, subpoena, discovery request, or other lawful process.
- For law enforcement purposes, to military authorities, and as otherwise required by law.
- To help with disaster relief efforts.
- For compliance programs and health oversight activities.
- To fulfill our obligations under any workers' compensation law or contract.
- To avert a serious and imminent threat to your health or safety or the health or safety of others.
- For research purposes in limited circumstances.
- For procurement, banking, or transplantation of organs, eyes, or tissue.
- To a coroner, medical examiner, or funeral director.

### Will we use your information for purposes not described in this notice?

We will not use or disclose your information for any reason that is not described in this notice, without your written permission. You may cancel your permission at any time by notifying us in writing.

The following uses and disclosures will require your written permission:

- Most uses and disclosures of psychotherapy notes
- Marketing purposes
- Sale of protected health information

### What do we do with your information when you are no longer a member?

Your information may continue to be used for purposes described in this notice. This includes when you do not obtain coverage through us. After the required legal retention period, we destroy the information following strict procedures to maintain the confidentiality.

### What are my rights concerning my information?

We are committed to responding to your rights request in a timely manner:

- Access You have the right to review and obtain a copy of your information that may be used to make decisions about you. You also may receive a summary of this health information. If you request copies, we may charge you a fee for the labor for copying, supplies for creating the copy (paper or electronic), and postage.
- Adverse Underwriting Decision If we decline your application for insurance, you have the right to be provided a
  reason for the denial. \*
- Alternate Communications To avoid a life-threatening situation, you have the right to receive your
  information in a different manner or at a different place. We will accommodate your request if it is reasonable.

- Amendment You have the right to request correction of any of this personal information through amendment
  or deletion. Within 30 business days of receipt of your written request, we will notify you of our amendment or
  deletion of the information in dispute, or of our refusal to make such correction after further investigation. In the
  event that we refuse to amend or delete the information in dispute, you have the right to submit to us a written
  statement of the reasons for your disagreement with our assessment of the information in dispute and what
  you consider to be the correct information. We shall make such a statement accessible to any and all parties
  reviewing the information in dispute.\*
- Disclosure You have the right to receive a listing of instances in which we or our business associates have disclosed your information. This does not apply to treatment, payment, health plan operations, and certain other activities. We maintain this information and make it available to you for six years. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee.
- Notice You have the right to request and receive a written copy of this notice any time.
- Restriction You have the right to ask to limit how your information is used or disclosed. We are not required to agree to the limit, but if we do, we will abide by our agreement. You also have the right to agree to or terminate a previously submitted limitation.
- \* This right applies only to our Massachusetts residents in accordance with state regulations.

### What types of communications can I opt out of that are made to me?

- Appointment reminders
- Treatment alternatives or other health-related benefits or services
- Fundraising activities

### How do I exercise my rights or obtain a copy of this notice?

All of your privacy rights can be exercised by obtaining the applicable forms. You may obtain any of the forms by:

- Contacting us at 1-866-861-2762
- Accessing our Website at Humana.com and going to the Privacy Practices link
- Send completed request form to:

Humana Inc. Privacy Office 003/10911 101 E. Main Street Louisville, KY 40202

### If I believe my privacy has been violated, what should I do?

If you believe that your privacy has been violated, you may file a complaint with us by calling us at: 1-866-861-2762 any time.

You may also submit a written complaint to the U.S. Department of Health and Human Services, Office for Civil Rights (OCR). We will give you the appropriate OCR regional address on request. You can also e-mail your complaint to OCRComplaint@hhs.gov. If you elect to file a complaint, your benefits will not be affected and we will not punish or retaliate against you in any way.

We support your right to protect the privacy of your personal and health information.

We follow all federal and state laws, rules, and regulations addressing the protection of personal and health information. In situations when federal and state laws, rules, and regulations conflict, we follow the law, rule, or regulation which provides greater protection.

We are required by law to abide by the terms of this notice currently in effect.

### What will happen if my information is used or disclosed inappropriately?

We are required by law to provide individuals with notice of our legal duties and privacy practices regarding personal and health information. If a breach of unsecured personal and health information occurs, we will notify you in a timely manner.

The following affiliates and subsidiaries also adhere to our privacy programs and procedures:

Arcadian Health Plan, Inc.

CarePlus Health Plans, Inc.

Cariten Health Plan, Inc.

CHA HMO, Inc.

CompBenefits Company

CompBenefits Dental, Inc.

CompBenefits Insurance Company

DentiCare, Inc.

**Emphesys Insurance Company** 

HumanaDental Insurance Company

Humana Benefit Plan of Illinois, Inc.

Humana Benefit Plan of South Carolina, Inc.

Humana Benefit Plan of Texas, Inc.

Humana Employers Health Plan of Georgia, Inc.

Humana Health Benefit Plan of Louisiana, Inc.

Humana Health Company of New York, Inc.

Humana Health Insurance Company of Florida, Inc.

Humana Health Plan of California, Inc.

Humana Health Plan of Ohio, Inc.

Humana Health Plan of Texas, Inc.

Humana Health Plan, Inc.

Humana Health Plans of Puerto Rico, Inc.

Humana Insurance Company

Humana Insurance Company of Kentucky

Humana Insurance Company of New York

Humana Insurance of Puerto Rico, Inc.

Humana Medical Plan, Inc.

Humana Medical Plan of Michigan, Inc.

Humana Medical Plan of Pennsylvania, Inc.

Humana Medical Plan of Utah, Inc.

Humana Regional Health Plan, Inc.

Humana Wisconsin Health Organization Insurance Corporation

Go365 by Humana for Healthy Horizons

Managed Care Indemnity, Inc.

The Dental Concern, Inc.

Effective 9/2013

### A more complete picture of your health

Humana has developed programs that have the ability to deliver your electronic healthcare history to authorized healthcare providers. These healthcare providers can view your medical claims, pharmacy claims, laboratory claims and results and radiology claims and results via various information exchange programs. In addition, some of the medical information systems used by your healthcare providers may download your information to provide

a more complete view of your health condition. For privacy reasons, records from psychiatric, substance abuse, or HIV-related treatment will not be shared.

The benefit of this information exchange is that healthcare providers receive a complete view of the healthcare services you have received. This information is available to a broad range of healthcare providers, including but not limited to:

- Primary Care Providers
- Medical Specialists
- Hospitals
- Urgent Care Centers
- Dental Providers
- Emergency Medical Service (EMS) Providers
- Selected Alternative and Complementary Medical Practices

You may use any of the methods listed below to decline your participation in the information sharing program \*.

- 1. Log in to MyHumana the secure section of **Humana.com** 
  - Select "My Profile" option located in the upper right-hand corner of the webpage
  - Select the "Communications Preferences" option within the dropdown list.
  - Within the "Privacy and Sharing" section, select "No" to "Primary Care Physician (PCP) and Treating Healthcare Providers."
  - Click the "Save Changes" button at the bottom of the webpage.
- 2. Call the automated response line at 1-800-733-9203.
- 3. For TTY service, call 711. Our hours are Monday Friday, 8 a.m. 8 p.m. and Saturday, 8 a.m. 3 p.m., Eastern time.

We may share information with affiliated companies as permitted by law. A list of our affiliates can be found in the back of our Notice of Privacy Practices found above. We may share information with third parties that Humana contracts with to perform services on our behalf. As part of the work we do together, we may reach out to your doctors and other healthcare providers. This helps us have the most up-to-date information about your treatment plans and health information to best support your doctors' plan of care. The disclosure of sensitive health information is strictly prohibited to any party other than **the subject of the information** or **the provider who originated the treatment** or claims activity <u>unless</u> the member/patient is given an opportunity to provide informed, written consent permitting Humana to release the information to a third party.

If you have any questions about how Humana protects your privacy, please access **Humana.com/about/legal/privacy**. If you do not have computer access, you can receive a copy of your Notice of Privacy Practices by calling the customer service phone number located on the back of your Humana ID card.

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

As a member of Humana Honor (HMO), you have the right to get several kinds of information from us.

If you want any of the following kinds of information, please call Customer Care:

• **Information about our plan.** This includes, for example, information about the plan's financial condition.

<sup>\*</sup> There may be cases where Humana must exchange your health information to comply with regulatory requests and/or contractual agreements executed between Humana and a treating healthcare provider.

- **Information about our network providers.** You have the right to get information about the qualifications of the providers in our network and how we pay the providers in our network.
- Information about your coverage and the rules you must follow when using your coverage. Chapters 3 and 4 provide information regarding medical services.
- Information about why something is not covered and what you can do about it. Chapter 7 provides information on asking for a written explanation on why a medical service is not covered or if your coverage is restricted. Chapter 7 also provides information on asking us to change a decision, also called an appeal.

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

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

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

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

- **To know about all of your choices.** You have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by our plan.
- **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.

## 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 of these situations are called **"advance directives."** There are different types of advance directives and different names for them. Documents called **"living will"** and **"power of attorney for health care"** are examples of advance directives.

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

• **Get the form.** You can get an advance directive form from your lawyer, from a social worker, or from some office supply stores. You can sometimes get advance directive forms from organizations that give people information about Medicare.

- **Fill it out and sign it.** Regardless of where you get this form, keep in mind that it is a legal document. You should consider having a lawyer help you prepare it.
- **Give copies to appropriate people.** You should give a copy of the form to your doctor and to the person you name on the form who can make decisions for you if you can't. You may want to give copies to close friends or family members. Keep a copy at home.

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

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

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

### What if your instructions are not followed?

If you have signed an advance directive, and you believe that a doctor or hospital did not follow the instructions in it, you may file a complaint with your state's Quality Improvement Organization (QIO). Contact information can be found in "Exhibit A" in the back of this book.

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

At Humana, a process called Utilization Management (UM) is used to determine whether a service or treatment is covered and appropriate for payment under your benefit plan. Humana does not reward or provide financial incentives to doctors, other individuals or Humana employees for denying coverage or encouraging under use of services. In fact, Humana works with your doctors and other providers to help you get the most appropriate care for your medical condition. If you have questions or concerns related to Utilization Management, staff are available at least eight hours a day during normal business hours. Humana has free language interpreter services available to answer questions related to Utilization Management from non-English speaking members. Members may call 1-800-457-4708 (TTY:711).

Humana decides about coverage of new medical procedures and devices on an ongoing basis. This is done by checking peer-reviewed medical literature and consulting with medical experts to see if the new technology is effective and safe. Humana also relies on guidance from the Centers for Medicare & Medicaid Services (CMS), which often makes national coverage decisions for new medical procedures or devices.

If you have any problems, concerns, or complaints and need to request coverage, or make an appeal, Chapter 7 of this document tells what you can do. Whatever you do – ask for a coverage decision, make an appeal, or make a complaint – **we are required to treat you fairly**.

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

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

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

### Is it about something else?

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

- You can call Customer Care.
- You can **call the SHIP**. For details, go to Chapter 2, Section 3.
- Or, you can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

### Section 1.8 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 Care.
- You can **call the SHIP**. For details, go to Chapter 2, Section 3.
- You can contact **Medicare**.
  - You can visit the Medicare website to read or download the publication "Medicare Rights & Protections." (The publication is available at: <a href="https://www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf">www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf</a>.)
  - Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

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

Things you need to do as a member of the plan are listed below. If you have any questions, please call Customer Care.

- **Get familiar with your covered services and the rules you must follow to get these covered services.** Use this *Evidence of Coverage* to learn what is covered for you and the rules you need to follow to get your covered services.
  - Chapters 3 and 4 give the details about your medical services.
- If you have any other health insurance coverage in addition to our plan, or separate prescription drug coverage, you are required to tell us. Chapter 1 tells you about coordinating these benefits.

- Tell your doctor and other health care providers that you are enrolled in our plan. Show your plan membership card whenever you get your medical care.
- Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.
  - To help get the best care, tell your doctors and other health providers about your health problems. Follow the treatment plans and instructions that you and your doctors agree upon.
  - Make sure your doctors know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
  - If you have any questions, be sure to ask and get an answer you can understand.
- **Be considerate.** We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor's office, hospitals, and other offices.
- **Pay what you owe.** As a plan member, you are responsible for these payments:
  - You must continue to pay a premium for your Medicare Part B to remain a member of the plan.
  - For some of your medical services covered by the plan, you must pay your share of the cost when you get the service.
- If you move within our service area, we need to know so we can keep your membership record up to date and know how to contact you.
- If you move outside of our plan service area, you cannot remain a member of our plan.
- If you move, it is also important to tell Social Security (or the Railroad Retirement Board).

## **CHAPTER 7:**

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

### **SECTION 1** Introduction

### Section 1.1 What to do if you have a problem or concern

This chapter explains two types of processes for handling problems and concerns:

- For some problems, you need to use the process for coverage decisions and appeals.
- For other problems, you need to use the process for making complaints; also called grievances.

Both of these processes have been approved by Medicare. Each process has a set of rules, procedures, and deadlines that must be followed by us and by you.

The guide in Section 3 will help you identify the right process to use and what you should do.

### Section 1.2 What about the legal terms?

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

- Uses simpler words in place of certain legal terms. For example, this chapter generally says, "making a complaint" rather than "filing a grievance," "coverage decision" rather than "organization determination," and "independent review organization" instead of "Independent Review Entity."
- It also uses abbreviations as little as possible.

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

### SECTION 2 Where to get more information and personalized assistance

We are always available to help you. Even if you have a complaint about our treatment of you, we are obligated to honor your right to complain. Therefore, you should always reach out to Customer Care for help. But in some situations, you may also want help or guidance from someone who is not connected with us. Below are two entities that can assist you.

### State Health Insurance Assistance Program (SHIP)

Each state has a government program with trained counselors. The program is not connected with us or with any insurance company or health plan. The counselors at this program can help you understand which process you should use to handle a problem you are having. They can also answer your questions, give you more information, and offer guidance on what to do.

The services of SHIP counselors are free. You will find phone numbers and website URLs in Chapter 2, Section 3 of this document.

#### Medicare

You can also contact Medicare to get help. To contact Medicare:

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

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

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

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

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

Yes. No.

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

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

### **COVERAGE DECISIONS AND APPEALS**

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

### Section 4.1 Asking for coverage decisions and making appeals: the big picture

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

### Asking for coverage decisions prior to receiving services

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services. For example, if your plan network doctor refers you to a medical specialist, this is 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, whether before or after a service is received, and you are not satisfied, you can "appeal" the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made. Under certain circumstances, which we discuss later, you can request an expedited or "fast appeal" of a coverage decision. Your appeal is handled by different reviewers than those who made the original decision.

When you appeal a decision for the first time, this is called a Level 1 appeal. In this appeal, we review the coverage decision we made to check to see if we were properly following the rules. When we have completed the review, we give you our decision. In limited circumstances a request for a Level 1 appeal will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a Level 1 appeal, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

If we do not dismiss your case but say no to all or part of your Level 1 appeal, you can go on to a Level 2 appeal. The Level 2 appeal is conducted by an independent review organization that is not connected to us. (Appeals for medical services and Part B drugs will be automatically sent to the independent review organization for a Level 2 appeal – you do not need to do anything. If you are not satisfied with the decision at the Level 2 appeal, you may be able to continue through additional levels of appeal (Section 8 in this chapter explains the Level 3, 4, and 5 appeals processes).

## Section 4.2 How to get help when you are asking for a coverage decision or making an appeal

Here are resources if you decide to ask for any kind of coverage decision or appeal a decision:

- You can call us at Customer Care.
- You **can get free help** from your State Health Insurance Assistance Program.
- Your doctor can make a request for you. If your doctor helps with an appeal past Level 2, they will need to be appointed as your representative. Please call Customer Care 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.)
  - 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.
- 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.
  - If you want a friend, relative, or other person to be your representative, call Customer Care 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.) The form gives that person

- permission to act on your behalf. It must be signed by you and by the person who you would like to act on your behalf. You must give us a copy of the signed form.
- While we can accept an appeal request without the form, we cannot begin or complete our review until we receive it. If we do not receive the form within 44 calendar days after receiving your appeal request (our deadline for making a decision on your appeal), your appeal request will be dismissed. If this happens, we will send you a written notice explaining your right to ask the independent review organization to review our decision to dismiss your appeal.
- You also have the right to hire a lawyer 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.

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

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 only to these services*: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services)

If you're not sure which section you should be using, please call Customer Care. You can also get help or information from government organizations such as your SHIP.

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

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

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

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

- 1. You are not getting certain medical care you want, and you believe that this care is covered by our plan. **Ask for a coverage decision. Section 5.2.**
- 2. Our plan will not approve the medical care your doctor or other medical provider wants to give you, and you believe that this care is covered by the plan. **Ask for a coverage decision. Section 5.2.**
- 3. You have received medical care that you believe should be covered by the plan, but we have said we will not pay for this care. **Make an appeal. Section 5.3.**
- 4. You have received and paid for medical care that you believe should be covered by the plan, and you want to ask our plan to reimburse you for this care. **Send us the bill. Section 5.5.**
- 5. You are being told that coverage for certain medical care you have been getting that we previously approved will be reduced or stopped, and you believe that reducing or stopping this care could harm your health. **Make an appeal. Section 5.3.**

**NOTE:** If the coverage that will be stopped is for hospital care, home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services, you need to read sections 7 and 8 of this Chapter. Special rules apply to these types of care.

### Section 5.2 Step-by-step: How to ask for a coverage decision

### **Legal Terms**

When a coverage decision involves your medical care, it is called an "organization determination."

A "fast coverage decision" is called an **"expedited determination."** 

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

A "standard coverage decision" is usually made within 14 days or 72 hours for Part B drugs. A "fast coverage decision" is generally made within 72 hours, for medical services, or 24 hours for Part B drugs. In order to get a fast coverage decision, you must meet two requirements:

- You may only ask for coverage for medical care you have not yet received.
- You can get a fast coverage decision only if using the standard deadlines could cause serious harm to your health or hurt your ability to function.
- If your doctor tells us that your health requires a "fast coverage decision," we will automatically agree to give you a fast coverage decision.
- If you ask for a fast coverage decision on your own, without your doctor's support, we will decide whether your health requires that we give you a fast coverage decision. If we do not approve a fast coverage decision, we will send you a letter that:
  - Explains that we will use the standard deadlines.
  - Explains if your doctor asks for the fast coverage decision, we will automatically give you a fast coverage decision.

- Explains that you can file a "fast complaint" about our decision to give you a standard coverage decision instead of the fast coverage decision you requested.

### Step 2: Ask our plan to make a coverage decision or fast coverage decision.

• Start by calling, writing, or faxing our plan to make your request for us to authorize or provide coverage for the medical care you want. You, your doctor, or your representative can do this. Chapter 2 has contact information.

### Step 3: We consider your request for medical care coverage and give you our answer.

For standard coverage decisions we use the standard deadlines.

**This means we will give you an answer within 14 calendar days** after we receive your request **for a medical item or service.** If your request is for a **Medicare Part B prescription drug**, we will give you an answer **within 72 hours** after we receive your request.

- **However**, if you ask for more time, or if we need more information that may benefit you **we can take up to 14 more days** if your request is for a medical item or service. If we take extra days, we will tell you in writing.
  We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should *not* take extra days, you can file a "fast complaint." We will give you an answer to your complaint as soon as we make the decision. (The process for making a complaint is different from the process for coverage decisions and appeals. See Section 9 of this chapter for information on complaints.)

### For Fast Coverage decisions we use an expedited timeframe

A fast coverage decision means we will answer within 72 hours if your request is for a medical item or service. If your request is for a Medicare Part B prescription drug, we will answer within 24 hours.

- However, if you ask for more time, or if we need more that may benefit you, we can take up to 14 more
  days. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your
  request is for a Medicare Part B prescription drug.
- If you believe we should *not* take extra days, you can file a "fast complaint." (See Section 9 of this chapter for information on complaints.) We will call you as soon as we make the decision.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no.

### Step 4: If we say no to your request for coverage for medical care, you can appeal.

• If we say no, you have the right to ask us to reconsider this decision by making an appeal. This means asking again to get the medical care coverage you want. If you make an appeal, it means you are going on to Level 1 of the appeals process.

### Section 5.3 Step-by-step: How to make a Level 1 appeal

### **Legal Terms**

An appeal to the plan about a medical care coverage decision is called a plan "reconsideration."

A "fast appeal" is also called an "expedited reconsideration."

### Step 1: Decide if you need a "standard appeal" or a "fast appeal."

### A "standard appeal" is usually made within 30 days. A "fast appeal" is generally made within 72 hours.

- If you are appealing a decision, we made about coverage for care that you have not yet received, you and/or your doctor will need to decide if you need a "fast appeal." If your doctor tells us that your health requires a "fast appeal," we will give you a fast appeal.
- The requirements for getting a "fast appeal" are the same as those for getting a "fast coverage decision" in Section 5.2 of this chapter.

### Step 2: Ask our plan for an appeal or a Fast appeal

- If you are asking for a standard appeal, submit your standard appeal in writing. You may also ask for an appeal by calling us. Chapter 2 has contact information.
- If you are asking for a fast appeal, make your appeal in writing or call us. Chapter 2 has contact information.
- You must make your appeal request within 60 calendar days from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- You can ask for a copy of the information regarding your medical decision. You and your doctor may
  add more information to support your appeal. We are allowed to charge a fee for copying and sending
  this information to you.

### Step 3: We consider your appeal and we give you our answer.

- When our plan is reviewing your appeal, we take a careful look at all of the information. We check to see if we were following all the rules when we said no to your request.
- We will gather more information if needed possibly contacting you or your doctor.

### Deadlines for a "fast appeal"

- For fast appeals, we must give you our answer within 72 hours after we receive your appeal. We will give you our answer sooner if your health requires us to.
  - However, if you ask for more time, or if we need more information that may benefit you, we can take up to 14 more calendar days if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time if your request is for a Medicare Part B prescription drug.

- If we do not give you an answer within 72 hours (or by the end of the extended time period if we took extra days), we are required to automatically send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 5.4 explains the Level 2 appeal process.
- If our answer is yes to part or all of what you requested, we must authorize or provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- If our answer is no to part or all of what you requested, we will send you our decision in writing and automatically forward your appeal to the independent review organization for a Level 2 appeal. The independent review organization will notify you in writing when it receives your appeal.

### Deadlines for a "standard appeal"

- For standard appeals, we must give you our answer within 30 calendar days after we receive your appeal. If
  your request is for a Medicare Part B prescription drug you have not yet received, we will give you our answer
  within 7 calendar days after we receive your appeal. We will give you our decision sooner if your health
  condition requires us to.
  - However, if you ask for more time, or if we need more information that may benefit you, we can take up
    to 14 more calendar days if your request is for a medical item or service. If we take extra days, we will tell
    you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B
    prescription drug.
  - If you believe we should not take extra days, you can file a "fast complaint." When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (See Section 9 of this chapter for information on complaints.)
  - If we do not give you an answer by the deadline (or by the end of the extended time period), we will send your request to a Level 2 appeal, where an independent review organization will review the appeal.
     Section 5.4 explains the Level 2 appeal process.
- If our answer is yes to part or all of what you requested, we must authorize or provide the coverage
  within 30 calendar days if your request is for a medical item or service, or within 7 calendar days if your
  request is for a Medicare Part B prescription drug.
- If our plan says no to part or all of your appeal, we will automatically send your appeal to the independent review organization for a Level 2 appeal.

### Section 5.4 Step-by-step: How a Level 2 appeal is done

### **Legal Terms**

The formal name for the "independent review organization" is the **"Independent Review Entity."** It is sometimes called the **"IRE."** 

The **independent review organization is an independent organization hired by Medicare**. It is not connected with us and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

Step 1: The independent review organization reviews your appeal.

- We will send the information about your appeal to this organization. This information is called your "case file." You have the right to ask us for a copy of your case file. We are allowed to charge you a fee for copying and sending this information to you.
- You have a right to give the independent review organization additional information to support your appeal.
- Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.

### If you had a "fast appeal" at Level 1, you will also have a "fast appeal" at Level 2

- For the "fast appeal" the review organization must give you an answer to your Level 2 appeal **within 72 hours** of when it receives your appeal.
- However, if your request is for a medical item or service and the independent review organization needs to
  gather more information that may benefit you, it can take up to 14 more calendar days. The independent
  review organization can't take extra time to make a decision if your request is for a Medicare Part B
  prescription drug.

### If you had a "standard appeal" at Level 1, you will also have a "standard appeal" at Level 2

- For the "standard appeal" if your request is for a medical item or service, the review organization must give you an answer to your Level 2 appeal within 30 calendar days of when it receives your appeal. If your request is for a Medicare Part B prescription drug, the review organization must give you an answer to your Level 2 appeal within 7 calendar days of when it receives your appeal.
- However, if your request is for a medical item or service and the independent review organization needs to
  gather more information that may benefit you, it can take up to 14 more calendar days. The independent
  review organization can't take extra time to make a decision if your request is for a Medicare Part B
  prescription drug.

### <u>Step 2:</u> The independent review organization gives you their answer.

The independent review organization will tell you it's decision in writing and explain the reasons for it.

- If the review organization says yes to part or all of a request for a medical item or service, we must authorize the medical care coverage within 72 hours or provide the service within 14 calendar days after we receive the decision from the review organization for standard requests. For expedited requests, we have 72 hours from the date we receive the decision from the review organization.
- If the review organization says yes to part or all of a request for a Medicare Part B prescription drug, we must authorize or provide the Part B prescription drug under dispute within 72 hours after we receive the decision from the review organization for standard requests. For expedited requests we have 24 hours from the date we receive the decision from the review organization.
- If this organization says no to part or all of your appeal, it means they agree with us that your request (or part of your request) for coverage for medical care should not be approved. (This is called "upholding the decision." It is also called "turning down your appeal.") In this case, the independent review organization will send you a letter:
  - Explaining its decision.

- Notifying you of the right to a Level 3 appeal if the dollar value of the medical care coverage meets a certain minimum. The written notice you get from the independent review organization will tell you the dollar amount you must meet to continue the appeals process.
- Telling you how to file a Level 3 appeal.

### 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 you
  want to go to a Level 3 appeal the details on how to do this are in the written notice you get after your Level 2
  appeal.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 8 in this chapter explains the Level 3, 4, and 5 of the appeals processes.

## Section 5.5 What if you are asking us to pay you for our share of a bill you have received for medical care?

Chapter 5 describes when you may need to ask for reimbursement or to pay a bill you have received from a provider. It also tells how to send us the paperwork that asks us for payment.

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

If you send us the paperwork asking for reimbursement, you are asking for a coverage decision. To make this decision, we will check to see if the medical care you paid for is a covered service. We will also check to see if you followed all the rules for using your coverage for medical care.

- If we say yes to your request: If the medical care is covered and you followed all the rules, we will send you the payment for our share of the cost within 60 calendar days after we receive your request. If you haven't paid for the services, we will send the payment directly to the provider.
- If we say no to your request: If the medical care is *not* covered, or you did *not* follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the services and the reasons why.

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

**To make this appeal, follow the process for appeals that we describe in Section 5.3**. For appeals concerning reimbursement, please note:

- We must give you our answer within 60 calendar days after we receive your appeal. If you are asking us to pay you back for medical care you have already received and paid for, you are not allowed to ask for a fast appeal.
- If the independent review organization decides we should pay, we must send you or the provider the payment within 30 calendar days. If the answer to your appeal is yes at any stage of the appeals process after Level 2, we must send the payment you requested to you or to the provider within 60 calendar days.

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

When you are admitted to a hospital, you have the right to get all of your covered hospital services that are necessary to diagnose and treat your illness or injury.

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

- The day you leave the hospital is called your "discharge date."
- When your discharge date is decided, your doctor or the hospital staff will tell you.
- If you think you are being asked to leave the hospital too soon, you can ask for a longer hospital stay, and your request will be considered.

## Section 6.1 During your inpatient hospital stay, you will get a written notice from Medicare that tells about your rights

Within two days of being admitted to the hospital, you will be given a written notice called *An Important Message from Medicare about Your Rights*. Everyone with Medicare gets a copy of this notice. If you do not get the notice from someone at the hospital (for example, a caseworker or nurse), ask any hospital employee for it. If you need help, please call Customer Care or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

### 1. Read this notice carefully and ask questions if you don't understand it. It tells you:

- Your right to receive Medicare-covered services during and after your hospital stay, as ordered by your doctor. This includes the right to know what these services are, who will pay for them, and where you can get them.
- Your right to be involved in any decisions about your hospital stay.
- Where to report any concerns you have about the quality of your hospital care.
- Your right to **request an immediate review** of the decision to discharge you if you think you are being discharged from the hospital too soon. This is a formal, legal way to ask for a delay in your discharge date so that we will cover your hospital care for a longer time.

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

- You or someone who is acting on your behalf will be asked to sign the notice.
- Signing the notice shows *only* that you have received the information about your rights. The notice does not give your discharge date. Signing the notice **does not mean** you are agreeing on a discharge date.
- **3. Keep your copy** of the notice 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 Care or 1-800 MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. You can also see the notice online at www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.

## Section 6.2 Step-by-step: How to make a Level 1 appeal to change your hospital discharge date

If you want to ask for your inpatient hospital services to be covered by us for a longer time, you will need to use the appeals process to make this request. Before you start, understand what you need to do and what the deadlines are.

- Follow the process.
- Meet the deadlines.
- **Ask for help if you need it.** If you have questions or need help at any time, please call Customer Care. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance.

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

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

<u>Step 1:</u> Contact the Quality Improvement Organization for your state and ask for an immediate review of your hospital discharge. You must act quickly.

### How can you contact this organization?

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

### Act quickly:

- To make your appeal, you must contact the Quality Improvement Organization *before* you leave the hospital and **no later than midnight the day of your discharge**.
  - **If you meet this deadline**, you may 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.

Once you request an immediate review of your hospital discharge the Quality Improvement Organization will contact us. By noon of the day after we are contacted, we will give you a **Detailed Notice of Discharge**. This notice gives your planned discharge date and explains in detail the reasons why your doctor, the hospital, and we think it is right (medically appropriate) for you to be discharged on that date.

You can get a sample of the **Detailed Notice of Discharge** by calling Customer Care 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.

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

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

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

### What happens if the answer is yes?

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

### What happens if the answer is no?

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

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

• If the Quality Improvement Organization has said *no* to your appeal, *and* you stay in the hospital after your planned discharge date, then you can make another appeal. Making another appeal means you are going on to "Level 2" of the appeals process.

## Section 6.3 Step-by-step: How to make a Level 2 appeal to change your hospital discharge date

During a Level 2 appeal, you ask the Quality Improvement Organization to take another look at their decision on your first appeal. If the Quality Improvement Organization turns down your Level 2 appeal, you may have to pay the full cost for your stay after your planned discharge date.

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

• You must ask for this review **within 60 calendar days** after the day 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.

### <u>Step 2:</u> The Quality Improvement Organization does a second review of your situation.

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

## <u>Step 3:</u> Within 14 calendar days of receipt of your request for a Level 2 appeal, the reviewers will decide on your appeal and tell you their decision.

### If the review organization says yes:

- We must reimburse you for our share of the costs of hospital care you have received since noon on the
  day after the date your first appeal was turned down by the Quality Improvement Organization. We must
  continue providing coverage for your inpatient hospital care for as long as it is medically necessary.
- You must continue to pay your share of the costs and coverage limitations may apply.

### If the review organization says no:

- It means they agree with the decision they made on your Level 1 appeal. This is called "upholding the decision."
- The notice you get will tell you in writing what you can do if you wish to continue with the review process.

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If you want to go to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

### Section 6.4 What if you miss the deadline for making your Level 1 appeal?

### **Legal Terms**

A "fast review" (or "fast appeal") is also called an "expedited appeal."

### You can appeal to us instead

As explained above, you must act quickly to start your Level 1 appeal of your hospital discharge date. If you miss the deadline for contacting the Quality Improvement Organization, there is another way to make your appeal.

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

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

### Step 1: Contact us and ask for a "fast review."

• **Ask for a "fast review."** This means you are asking us to give you an answer using the "fast" deadlines rather than the "standard" deadlines. Chapter 2 has contact information.

## <u>Step 2:</u> We do a "fast review" of your planned discharge date, checking to see if it was medically appropriate.

• During this review, we take a look at all of the information about your hospital stay. We check to see if your planned discharge date was medically appropriate. We see if the decision about when you should leave the hospital was fair and followed all the rules.

### Step 3: We give you our decision within 72 hours after you ask for a "fast review."

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

## <u>Step 4:</u> If we say *no* to your fast appeal, your case will *automatically* be sent on to the next level of the appeals process.

### Step-by-Step: Level 2 Alternate Appeal Process

### **Legal Terms**

The formal name for the "independent review organization" is the **"Independent Review Entity."** It is sometimes called the **"IRE."** 

**The independent review organization is an independent organization hired by Medicare.** It is not connected with our plan and is not a government agency. This organization decides whether the decision we made is correct or if it should be changed. Medicare oversees its work.

### <u>Step 1:</u> We will automatically forward your case to the independent review organization.

• We are required to send the information for your Level 2 appeal to the independent review organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. Section 9 of this chapter tells how to make a complaint.)

### <u>Step 2:</u> The independent review organization does a "fast review" of your appeal. The reviewers give you an answer within 72 hours.

- Reviewers at the independent review organization will take a careful look at all of the information related to your appeal of your hospital discharge.
- If this organization says yes to your appeal, then we must pay you back for our share of the costs of hospital care you received since the date of your planned discharge. We must also continue the plan's coverage of your inpatient hospital services for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover your services.
- If this organization says no to your appeal, it means they agree that your planned hospital discharge date was medically appropriate.
  - The written notice you get from the independent review organization will tell how to start a Level 3 appeal with the review process, which is handled by an Administrative Law Judge or attorney adjudicator.

## <u>Step 3:</u> If the independent review organization turns down your appeal, you choose whether you want to take your appeal further.

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

# SECTION 7 How to ask us to keep covering certain medical services if you think your coverage is ending too soon Section 7.1 This section is only about three services: Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services

When you are getting **home health services, skilled nursing care, or rehabilitation care (Comprehensive Outpatient Rehabilitation Facility)**, you have the right to keep getting your covered services for that type of care for as long as the care is needed to diagnose and treat your illness or injury.

When we decide it is time to stop covering any of the **three** types of care for you, we are required to tell you in advance. When your coverage for that care ends, we will stop paying our share of the cost for your care.

If you think we are ending the coverage of your care too soon, **you can appeal our decision**. This section tells you how to ask for an appeal.

# Section 7.2 We will tell you in advance when your coverage will be ending

## **Legal Term**

**"Notice of Medicare Non-Coverage."** It tells you how you can request a **"fast-track appeal."** Requesting a fast-track appeal is a formal, legal way to request a change to our coverage decision about when to stop your care.

- **1. You receive a notice in writing** at least two days before our plan is going to stop covering your care. The notice tells you:
  - The date when we will stop covering the care for you.
  - How to request a "fast track appeal" to request us to keep covering your care for a longer period of time.
- 2. You, or someone who is acting on your behalf, will be asked to sign the written notice to show that you received it. Signing the notice shows *only* that you have received the information about when your coverage will stop. Signing it does not mean you agree with the plan's decision to stop care.

# Section 7.3 Step-by-step: How to make a Level 1 appeal to have our plan cover your care for a longer time

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

- Follow the process.
- Meet the deadlines.
- **Ask for help if you need it.** If you have questions or need help at any time, please call Customer Care. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance.

**During a Level 1 appeal, the Quality Improvement Organization reviews your appeal.** It decides if the end date for your care is medically appropriate.

The **Quality Improvement Organization** is a group of doctors and other health care experts paid by the Federal government to check on and help improve the quality of care for people with Medicare. This includes reviewing

plan decisions about when it's time to stop covering certain kinds of medical care. These experts are not part of our plan.

# <u>Step 1:</u> Make your Level 1 appeal: contact the Quality Improvement Organization and ask for a *fast-track* appeal. You must act quickly.

#### How can you contact this organization?

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

#### Act quickly:

You must contact the Quality Improvement Organization to start your appeal by noon of the day before
the effective date on the Notice of Medicare Non-Coverage.

## Your deadline for contacting this organization.

• If you miss the deadline for contacting the Quality Improvement Organization, and you still wish to file an appeal, you must make an appeal directly to us instead. For details about this other way to make your appeal, see Section 7.5.

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

## **Legal Terms**

"Detailed Explanation of Non-Coverage." Notice that provides details on reasons for ending coverage.

## What happens during this review?

- Health professionals at the Quality Improvement Organization ("the reviewers") will ask you (or your representative) why you believe coverage for the services should continue. You don't have to prepare anything in writing, but you may do so if you wish.
- The review organization will also look at your medical information, talk with your doctor, and review information that our plan has given to them.
- By the end of the day the reviewers tell us of your appeal, and you will get the **Detailed Explanation of Non-Coverage** from us that explains in detail our reasons for ending our coverage for your services.

# <u>Step 3:</u> Within one full day after they have all the information they need, the reviewers will tell you their decision.

### What happens if the reviewers say yes?

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

#### What happens if the reviewers say no?

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

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

• If reviewers say *no* to your Level 1 appeal – <u>and</u> you choose to continue getting care after your coverage for the care has ended – then you can make a Level 2 appeal.

# Section 7.4 Step-by-step: How to make a Level 2 appeal to have our plan cover your care for a longer time

During a Level 2 appeal, you ask the Quality Improvement Organization to take another look at the decision on your first appeal. If the Quality Improvement Organization turns down your Level 2 appeal, you may have to pay the full cost for your home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* the date when we said your coverage would end.

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

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

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

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

# <u>Step 3:</u> Within 14 days of receipt of your appeal request, reviewers will decide on your appeal and tell you their decision.

## What happens if the review organization says yes?

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

## What happens if the review organization says no?

- It means they agree with the decision 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 you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

# Section 7.5 What if you miss the deadline for making your Level 1 appeal?

#### You can appeal to us instead

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

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

## **Legal Terms**

A "fast review" (or "fast appeal") is also called an "expedited appeal."

#### Step 1: Contact us and ask for a "fast review."

• **Ask for a "fast review."** This means you are asking us to give you an answer using the "fast" deadlines rather than the "standard" deadlines. Chapter 2 has contact information.

# <u>Step 2:</u> We do a "fast review" of the decision we made about when to end coverage for your services.

• During this review, we take another look at all of the information about your case. We check to see if we were following all the rules when we set the date for ending the plan's coverage for services you were receiving.

# Step 3: We give you our decision within 72 hours after you ask for a "fast review".

- If we say yes to your 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.

<u>Step 4:</u> If we say *no* to your fast appeal, your case will *automatically* go on to the next level of the appeals process.

#### **Legal Terms**

The formal name for the "independent review organization" is the **"Independent Review Entity."** It is sometimes called the **"IRE."** 

## Step-by-Step: Level 2 Alternate appeal Process

During the Level 2 appeal, the **independent review organization** reviews the decision we made to your "fast appeal." This organization decides whether the decision should be changed. **The independent review organization is an independent organization that is hired by Medicare**. This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the independent review organization. Medicare oversees its work.

## 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. Section 9 of this chapter tells how to make a complaint.)

# <u>Step 2:</u> The independent review organization does a "fast review" of your appeal. The reviewers give you an answer within 72 hours.

- Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.
- If this organization says yes to your appeal, then we must pay you back for our share of the costs of care you have received since the date when we said your coverage would end. We must also continue to cover the care for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover 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 go on to a Level 3 appeal.

# <u>Step 3:</u> If the independent review organization says no to your appeal, you choose whether you want to take your appeal further.

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- A level 3 appeal is reviewed by an Administrative Law Judge or attorney adjudicator. Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

# SECTION 8 Taking your appeal to Level 3 and beyond

# Section 8.1 Appeal Levels 3, 4 and 5 for Medical Service Requests

This section may be appropriate for you if you have made a Level 1 appeal and a Level 2 appeal, and both of your appeals have been turned down.

If the dollar value of the item or medical service you have appealed meets certain minimum levels, you may be able to go on to additional levels of appeal. If the dollar value is less than the minimum level, you cannot appeal any further. The written response you receive to your Level 2 appeal will explain how to make a Level 3 appeal.

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

Level 3 appeal: An Administrative Law Judge or an attorney adjudicator who works for the Federal government will review your appeal and give you an answer.

- If the Administrative Law Judge or attorney adjudicator says yes to your appeal, the appeals process may or may not be over. Unlike a decision at Level 2 appeal, we have the right to appeal a Level 3 decision that is favorable to you. If we decide to appeal, it will go to a Level 4 appeal.
  - If we decide not to appeal, we must authorize or provide you with the service within 60 calendar days after receiving the Administrative Law Judge's or attorney adjudicator's decision.
  - If we decide to appeal the decision, we will send you a copy of the Level 4 appeal request with any
    accompanying documents. We may wait for the Level 4 appeal decision before authorizing or providing
    the service in dispute.
- If the Administrative Law Judge or attorney adjudicator says no to your appeal, the appeals process may or may not be over.
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - If you do not want to accept the decision, you can continue to the next level of the review process. The
    notice you get will tell you what to do for a Level 4 appeal.

**Level 4 appeal:** The Medicare **Appeals Council** (Council) will review your appeal and give you an answer. The Council is part of the Federal government.

- If the answer is yes, or if the Council denies our request to review a favorable Level 3 appeal decision, the appeals process may or may not be over. Unlike a decision at Level 2, we have the right to appeal a Level 4 decision that is favorable to you. We will decide whether to appeal this decision to Level 5.
  - If we decide *not* to appeal the decision, we must authorize or provide you with the 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 may be able to continue to the next level of the review process. If the Council says no to your appeal, the notice you get will tell you whether the rules allow you to go on to a Level 5 appeal and how to continue with a Level 5 appeal.

# **Level 5 appeal:** A judge at the **Federal District Court** will review your appeal.

• A judge will review all of the information and decide *yes* or *no* to your request. This is a final answer. There are no more appeal levels after the Federal District Court.

# **MAKING COMPLAINTS**

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

# Section 9.1 What kinds of problems are handled by the complaint process?

The complaint process is *only* used for certain types of problems. This includes problems related to quality of care, waiting times, and the customer service. Here are examples of the kinds of problems handled by the complaint process.

Complaint	Example
Quality of your medical care	<ul> <li>Are you unhappy with the quality of the care you have received (including care in the hospital)?</li> </ul>
Respecting your privacy	Did someone not respect your right to privacy or share confidential information?
Disrespect, poor customer service, or other negative behaviors	<ul> <li>Has someone been rude or disrespectful to you?</li> <li>Are you unhappy with our Customer Care?</li> <li>Do you feel you are being encouraged to leave the plan?</li> </ul>
Waiting times	<ul> <li>Are you having trouble getting an appointment, or waiting too long to get it?</li> <li>Have you been kept waiting too long by doctors or other health professionals? Or by our Customer Care or other staff at the plan?         <ul> <li>Examples include waiting too long on the phone, in the waiting or exam room.</li> </ul> </li> </ul>
Cleanliness	<ul> <li>Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor's office?</li> </ul>
Information you get from us	<ul><li>Did we fail to give you a required notice?</li><li>Is our written information hard to understand?</li></ul>

Complaint Example	
Timeliness (These types of complaints are all related to the timeliness of our actions related to coverage decisions and appeals)  If you have asked for a coverage decision or made an appeal, and you think that not responding quickly enough, you can also make a complaint about our slown Here are examples:  You asked us for a "fast coverage decision" or a "fast appeal," and we have so you can make a complaint.  You believe we are not meeting the deadlines for coverage decisions or appear can make a complaint.  You believe we are not meeting deadlines for covering or reimbursing you for medical services that were approved; you can make a complaint.  You believe we failed to meet required deadlines for forwarding your case to the independent review organization; you can make a complaint.	ess. aid no; als; you certain

# Section 9.2 How to make a complaint

#### **Legal Terms**

- A "complaint" is also called a "grievance."
- "Making a complaint" is also called "filing a grievance."
- "Using the process for complaints" is also called "using the process for filing a grievance."
- A "fast complaint" is also called an "expedited grievance."

# Section 9.3 Step-by-step: Making a complaint

# <u>Step 1:</u> Contact us promptly – either by phone or in writing.

- **Usually, calling Customer Care is the first step.** If there is anything else you need to do, Customer Care will let you know. Call 1-800-457-4708, TTY 711, from 8 a.m. to 8 p.m. seven days a week from Oct. 1 Mar. 31 and 8 a.m. to 8 p.m. Monday-Friday from Apr. 1 Sept. 30.
- 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.
- Grievance Filing Instructions

File a verbal grievance by calling Customer Care at 1-800-457-4708 TTY 711.

Send a written grievance to: Humana Grievances and Appeals Dept. P.O. Box 14165 Lexington, KY 40512-4165

When filing a grievance, please provide:  Name
<ul><li>☐ Address</li><li>☐ Telephone number</li></ul>
☐ Member identification number
A summary of the complaint and any previous contact with us related to the complaint
<ul> <li>□ The action you are requesting from us</li> <li>□ A signature from you or your authorized representative and the date. If you want a friend, relative, you</li> </ul>
doctor or other provider, or other person to be your representative, call Customer Care and ask for the
"Appointment of Representative" form. (The form is also available on Medicare's website at
https://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf). 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.

• The **deadline** for making a complaint is 60 calendar days from the time you had the problem you want to complain about.

## Step 2: We look into your complaint and give you our answer.

- If possible, we will answer you right away. If you call us with a complaint, we may be able to give you an answer on the same phone call.
- Most complaints are answered within 30 calendar days. If we need more information and the delay is in your best interest or if you ask for more time, we can take up to 14 more calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.
- If you are making a complaint because we denied your request for a "fast coverage decision" or a "fast appeal," we will automatically give you a "fast complaint." If you have a "fast complaint," it means we will give you an answer within 24 hours.
- If we do not agree with some or all of your complaint or don't take responsibility for the problem you are complaining about, we will include our reasons in our response to you.

# Section 9.4 You can also make complaints about quality of care to the Quality Improvement Organization

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

• You can make your complaint directly to the Quality Improvement Organization. The Quality Improvement Organization is a group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients. Chapter 2 has contact information.

 $\Omega$ r

You can make your complaint to both the Quality Improvement Organization and us at the same time.

# Section 9.5 You can also tell Medicare about your complaint

You can submit a complaint about Humana Honor (HMO) directly to Medicare. To submit a complaint to Medicare, go to <a href="https://www.medicare.gov/MedicareComplaintForm/home.aspx">www.medicare.gov/MedicareComplaintForm/home.aspx</a>. You may also call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

# CHAPTER 8: Ending your membership in the plan

# Chapter 8. Ending your membership in the plan

# SECTION 1 Introduction to ending your membership in our plan

Ending your membership in Humana Honor (HMO) 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. Section 2 and 3 provide information on ending your membership voluntarily.
- There are also limited situations where we are required to end your membership. Section 5 tells you about situations when we must end your membership.

If you are leaving our plan, our plan must continue to provide your medical care and you will continue to pay your cost share until your membership ends.

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

# Section 2.1 You can end your membership during the Annual Enrollment Period

You can end your membership during the **Annual Enrollment Period** (also known as the "Annual Open Enrollment Period"). During this time, review your health and drug coverage and decide about your coverage for the upcoming year.

- The Annual Enrollment Period is from October 15 to December 7.
- Choose to keep your current coverage or make changes to your coverage for the upcoming year. If you decide to change to a new plan, you can choose any of the following types of plans:
  - Another Medicare health plan, with or without prescription drug coverage.
  - Original Medicare with a separate Medicare prescription drug plan.
  - Original Medicare without a separate Medicare prescription drug plan.
- Your membership will end in our plan when your new plan's coverage begins on January 1.

# Section 2.2 You can end your membership during the Medicare Advantage Open Enrollment Period

You have the opportunity to make *one* change to your health coverage during the **Medicare Advantage Open Enrollment Period**.

- The annual Medicare Advantage Open Enrollment Period is from January 1 to March 31.
- During the annual Medicare Advantage Open Enrollment Period you can:
  - Switch to another Medicare Advantage plan with or without prescription drug coverage.

- Disenroll from our plan and obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time.
- Your membership will end on the first day of the month after you enroll in a different Medicare Advantage plan or we get your request to switch to Original Medicare. If you also choose to enroll in a Medicare prescription drug plan, your membership in the drug plan will begin the first day of the month after the drug plan gets your enrollment request.

# Section 2.3 In certain situations, you can end your membership during a Special Enrollment Period

In certain situations, members of Humana Honor (HMO) may be eligible to end their membership at other times of the year. This is known as a **Special Enrollment Period**.

**You may be eligible to end your membership during a Special Enrollment Period** if any of the following situations apply to you. These are just examples, for the full list you can contact the plan, call Medicare, or visit the Medicare website (<a href="www.medicare.gov">www.medicare.gov</a>):

- Usually, when you have moved.
- If you have 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).

The enrollment periods vary depending on your situation.

**To find out if you are eligible for a Special Enrollment Period**, please call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048. If you are eligible to end your membership because of a special situation, you can choose to change both your Medicare health coverage and prescription drug coverage. You can choose:

- Another Medicare health plan with or without prescription drug coverage.
- Original Medicare with a separate Medicare prescription drug plan.
- Original Medicare without a separate Medicare prescription drug plan.

**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 about ending your membership you can:

Call Customer Care.

- You can find the information in the Medicare & You 2023 handbook.
- Contact Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY 1-877-486-2048).

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

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

If you would like to switch from our plan to:	This is what you should do:
Another Medicare health plan.	<ul> <li>Enroll in the new Medicare health plan.</li> <li>You will automatically be disenrolled from Humana Honor (HMO) when your new plan's coverage begins.</li> </ul>
Original Medicare with a separate Medicare  proscription drug plan	Enroll in the new Medicare prescription drug plan.
prescription drug plan.	You will automatically be disenrolled from Humana Honor (HMO) when your new plan's coverage begins.
Original Medicare without a separate Medicare prescription drug plan.	Send us a written request to disenroll. Contact Customer Care if you need more information on how to do this.
	• 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.
	You will be disenrolled from Humana Honor (HMO) when your coverage in Original Medicare begins.

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

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

- Continue to use our network providers to receive medical care.
- 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 Humana Honor (HMO) must end your membership in the plan in certain situations

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

## Humana Honor (HMO) must end your membership in the plan if any of the following happen:

- If you no longer have Medicare Part A and Part B.
- If you move out of our service area.
- If you are away from our service area for more than six months.
  - If you move or take a long trip, call Customer Care to find out if the place you are moving or traveling to is in our plan's area.
- If you become incarcerated (go to prison).
- If you are no longer a United States citizen or lawfully present in the United States.
- If you 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.

# Where can you get more information?

If you have questions or would like more information on when we can end your membership call Customer Care.

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

Humana Honor (HMO) is not allowed to ask you to leave our plan for any health-related reason.

# What should you do if this happens?

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

# Section 5.3 You have the right to make a complaint if we end your membership in our plan

If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership.

# CHAPTER 9: Legal notices

# SECTION 1 Notice about governing law

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

# SECTION 2 Notice about nondiscrimination

**We don't discriminate** based on race, ethnicity, national origin, color, religion, sex, gender, age, sexual orientation, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location within the service area. All organizations that provide Medicare Advantage plans, like our plan, must obey Federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, all other laws that apply to organizations that get Federal funding, and any other laws and rules that apply for any other reason.

If you want more information or have concerns about discrimination or unfair treatment, please call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 (TTY 1-800-537-7697) or your local Office for Civil Rights. You can also review information from the Department of Health and Human Services' Office for Civil Rights at <a href="https://www.hhs.gov/ocr/index">https://www.hhs.gov/ocr/index</a>.

If you have a disability and need help with access to care, please call us at Customer Care. If you have a complaint, such as a problem with wheelchair access, Customer Care can help.

# SECTION 3 Notice about Medicare Secondary Payer Subrogation rights

We have the right and responsibility to collect for covered Medicare services for which Medicare is not the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, Humana Honor (HMO), as a Medicare Advantage Organization, will exercise the same rights of recovery that the Secretary exercises under CMS regulations in subparts B through D of part 411 of 42 CFR and the rules established in this section supersede any State laws.

# SECTION 4 Additional Notice about Subrogation (Recovery from a Third Party)

# Our right to recover payment

If we pay a claim for you, we have subrogation rights. This is a very common insurance provision that means we have the right to recover the amount we paid for your claim from any third party that is responsible for the medical expenses or benefits related to your injury, illness, or condition. You assign to us your right to take legal action against any responsible third party, and you agree to:

- 1. Provide any relevant information that we request; and
- 2. Participate in any phase of legal action, such as discovery, depositions, and trial testimony, if needed.

#### Chapter 9. Legal notices

If you don't cooperate with us or our representatives, or you do anything that interferes with our rights, we may take legal action against you. You also agree not to assign your right to take legal action to someone else without our written consent.

## Our right of reimbursement

We also have the right to be reimbursed if a responsible third party pays you directly. If you receive any amount as a judgment, settlement, or other payment from any third party, you must immediately reimburse us, up to the amount we paid for your claim.

## Our rights take priority

Our rights of recovery and reimbursement have priority over other claims, and will not be affected by any equitable doctrine. This means that we're entitled to recover the amount we paid, even if you haven't been compensated by the responsible third party for all costs related to your injury or illness. If you disagree with our efforts to recover payment, you have the right to appeal, as explained in Chapter 7.

We are not obligated to pursue reimbursement or take legal action against a third party, either for our own benefit or on your behalf. Our rights under Medicare law and this *Evidence of Coverage* will not be affected if we don't participate in any legal action you take related to your injury, illness, or condition.

# SECTION 5 Notice of coordination of benefits

# Why do we need to know if you have other coverage?

We coordinate benefits in accordance with the Medicare Secondary Payer rules, which allow us to bill, or authorize a provider of services to bill, other insurance carriers, plans, policies, employers, or other entities when the other payer is responsible for payment of services provided to you. We are also authorized to charge or bill you for amounts the other payer has already paid to you for such services. We shall have all the rights accorded to the Medicare Program under the Medicare Secondary Payer rules.

# Who pays first when you have other coverage?

When you have additional coverage, how we coordinate your coverage depends on your situation. With coordination of benefits, you will often get your care as usual through our plan providers, and the other plan or plans you have will simply help pay for the care you receive. If you have group health coverage, you may be able to maximize the benefits available to you if you use providers who participate in your group plan **and** our plan. In other situations, such as for benefits that are not covered by our plan, you may get your care outside of our plan.

# Employer and employee organization group health plans

Sometimes, a group health plan must provide health benefits to you before we will provide health benefits to you. This happens if:

- You have coverage under a group health plan (including both employer and employee organization plans), either directly or through your spouse, and
- The employer has twenty (20) or more employees (as determined by Medicare rules), and
- You are not covered by Medicare due to disability or End-Stage Renal Disease (ESRD).

# Chapter 9. Legal notices

If the employer has fewer than twenty (20) employees, generally we will provide your primary health benefits. If you have retiree coverage under a group health plan, either directly or through your spouse, generally we will provide primary health benefits. Special rules apply if you have or develop ESRD.

### Employer and employee organization group health plans for people who are disabled

If you have coverage under a group health plan, and you have Medicare because you are disabled, generally we will provide your primary health benefits. This happens if:

- You are under age 65, and
- You do not have ESRD, and
- You do not have coverage directly or through your spouse under a large group health plan.

A large group health plan is a health plan offered by an employer with 100 or more employees, or by an employer who is part of a multiple-employer plan where any employer participating in the plan has 100 or more employees. If you have coverage under a large group health plan, either directly or through your spouse, your large group health plan must provide health benefits to you before we will provide health benefits to you. This happens if:

- You do not have ESRD, and
- Are under age 65 and have Medicare based on a disability.

In such cases, we will provide only those benefits not covered by your large employer group plan. Special rules apply if you have or develop ESRD.

#### Employer and employee organization group health plans for people with End-Stage Renal Disease (ESRD)

If you are or become eligible for Medicare because of ESRD and have coverage under an employer or employee organization group health plan, either directly or through your spouse, your group health plan is responsible for providing primary health benefits to you for the first thirty (30) months after you become eligible for Medicare due to your ESRD. We will provide secondary coverage to you during this time, and we will provide primary coverage to you thereafter. If you are already on Medicare because of age or disability when you develop ESRD, we will provide primary coverage.

# Workers' Compensation and similar programs

If you have suffered a job-related illness or injury and workers' compensation benefits are available to you, workers' compensation must provide its benefits first for any healthcare costs related to your job-related illness or injury before we will provide any benefits under this *Evidence of Coverage* for services rendered in connection with your job-related illness or injury.

# **Accidents and injuries**

The Medicare Secondary Payer rules apply if you have been in an accident or suffered an injury. If benefits under "Med Pay," no-fault, automobile, accident, or liability coverage are available to you, the "Med Pay," no-fault, automobile, accident, or liability coverage carrier must provide its benefits first for any healthcare costs related to the accident or injury before we will provide any benefits for services related to your accident or injury.

Liability insurance claims are often not settled promptly. We may make conditional payments while the liability claim is pending. We may also receive a claim and not know that a liability or other claim is pending. In these

#### Chapter 9. Legal notices

situations, our payments are conditional. Conditional payments must be refunded to us upon receipt of the insurance or liability payment.

If you recover from a third party for medical expenses, we are entitled to recovery of payments we have made without regard to any settlement agreement stipulations. Stipulations that the settlement does not include damages for medical expenses will be disregarded. We will recognize allocations of liability payments to non-medical losses only when payment is based on a court order on the merits of the case. We will not seek recovery from any portion of an award that is appropriately designated by the court as payment for losses other than medical services (e.g., property losses).

Where we provide benefits in the form of services, we shall be entitled to reimbursement on the basis of the reasonable value of the benefits provided.

## Non-duplication of benefits

We will not duplicate any benefits or payments you receive under any automobile, accident, liability, or other coverage. You agree to notify us when such coverage is available to you, and it is your responsibility to take any actions necessary to receive benefits or payments under such automobile, accident, liability, or other coverage. We may seek reimbursement of the reasonable value of any benefits we have provided in the event that we have duplicated benefits to which you are entitled under such coverage. You are obligated to cooperate with us in obtaining payment from any automobile, accident, or liability coverage or other carrier.

If we do provide benefits to you before any other type of health coverage you may have, we may seek recovery of those benefits in accordance with the Medicare Secondary Payer rules. Please also refer to the **Additional Notice about Subrogation (Recovery from a Third Party)** section for more information on our recovery rights.

#### More information

This is just a brief summary. Whether we pay first or second - or at all - depends on what types of additional insurance you have and the Medicare rules that apply to your situation. For more information, consult the brochure published by the government called "Medicare & Other Health Benefits: Your Guide to Who Pays First." It is CMS Pub. No. 02179. Be sure to consult the most current version. Other details are explained in the Medicare Secondary Payer rules, such as the way the number of persons employed by an employer for purposes of the coordination of benefits rules is to be determined. The rules are published in the Code of Federal Regulations.

## **Appeal rights**

If you disagree with any decision or action by our plan in connection with the coordination of benefits and payment rules outlined above, you must follow the procedures explained in Chapter 7 What to do if you have a problem or complaint (coverage decisions, appeals, complaints) in this Evidence of Coverage.

# **CHAPTER 10:** Definitions of important words

# **Chapter 10 Definitions of important words**

**Advanced Imaging Services** - Specialized imaging method that takes more detailed images than standard x-rays. There are several kinds of imaging services, including Computed Tomography Imaging (CT/CAT) Scan, Magnetic Resonance Angiography (MRA), Magnetic Resonance Imaging (MRI), and Positron Emission Tomography (PET) Scan or other similar technology.

**Allowed Amount** - The maximum amount a plan will pay for a health care benefit.

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

**Annual Enrollment Period** - The time period of October 15 until December 7 of each year when members can change their health or drug plans or switch to Original Medicare.

**Appeal** - An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or payment for services you already received. You may also make an appeal if you disagree with our decision to stop services that you are receiving.

**Balance Billing** - When a provider (such as a doctor or hospital) bills a patient more than the plan's allowed cost-sharing amount. As a member of Humana Honor (HMO), 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 skilled nursing facility (SNF) services. For our plan, you will have a benefit period for your skilled nursing facility benefits. A SNF benefit period begins the day you go into a skilled nursing facility. The benefit period will accumulate one day for each day you are at a SNF. The benefit period ends when you haven't received any skilled care in a SNF for 60 days in a row. If you go into a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit 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, expressed as a percentage (for example 20%) as your share of the cost for services.

**Complaint** - The formal name for "making a complaint" is "filing a grievance." The complaint process is used *only* for certain types of problems. This includes problems related to quality of care, waiting times, and the customer service you receive. It also includes complaints if your plan does not follow the time periods in the appeal process.

**Comprehensive Outpatient Rehabilitation Facility (CORF)** - A facility that mainly provides rehabilitation services after an illness or injury, including physical therapy, social or psychological services, respiratory therapy, occupational therapy and speech-language pathology services, and home environment evaluation services.

**Computed Tomography Imaging (CT/CAT) Scan** - Combines the use of a digital computer together with a rotating X-ray device to create detailed cross-sectional images of different organs and body parts.

**Contracted Rate** - The rate the health plan pays to an in-network doctor or provider for covered services.

#### Chapter 10. Definitions of important words

**Copayment (or "copay")** - An amount you may be required to pay as your share of the cost for a medical service or supply, like a doctor's visit, hospital outpatient visit, or a prescription drug. A copayment is a set amount (for example \$10), rather than a percentage.

**Cost-sharing** - Cost-sharing refers to amounts that a member has to pay when services are received. 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 term we use to mean all of the health care services and supplies that are covered by our plan.

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

**Custodial Care** - Custodial care is personal care provided in a nursing home, hospice, or other facility setting when you do not need skilled medical care or skilled nursing care. Custodial care, provided by people who do not have professional skills or training, includes help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving around, and using the bathroom. It may also include the kind of health-related care that most people do themselves, like using eye drops. Medicare doesn't pay for custodial care.

**Customer Care** - A department within our plan responsible for answering your questions about your membership, benefits, grievances, and appeals.

**Deductible** - The amount you must pay for health care before our plan pays.

**Diagnostic Mammogram** - A specialized x-ray exam given to a patient who shows signs or symptoms of breast disease.

**Diagnostic Procedure** - An exam to identify a patient's strengths and weaknesses in a specific area, in order to find out more about their condition, disease, or illness.

**Disenroll or Disenrollment** - The process of ending your membership in our plan.

**Durable Medical Equipment (DME)** - Certain medical equipment that is ordered by your doctor for medical reasons. Examples include: walkers, wheelchairs, crutches, powered mattress systems, diabetic supplies, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, or hospital beds ordered by a provider for use in the home.

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

**Emergency Care** - Covered services that are: 1) provided by a provider qualified to furnish emergency services; and 2) needed to treat, evaluate, or stabilize an emergency medical condition.

**Evidence of Coverage (EOC) and Disclosure Information** - This document, along with your enrollment form and any other attachments, riders, or other optional coverage selected, which explains your coverage, what we must do, your rights, and what you have to do as a member of our plan.

**Extra Help** - A Medicare or a State program to help people with limited income and resources pay Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance.

**Freestanding Dialysis Center** - A licensed health facility, other than a hospital, that provides dialysis treatment with no overnight stay.

**Freestanding Lab** - A licensed health facility, other than a hospital, that provides lab tests to prevent, identify, or treat an injury or illness, with no overnight stay.

**Freestanding Radiology (Imaging) Center** - A licensed health facility, other than a hospital, that provides one or more of the following services to prevent, identify, or treat an injury or illness, with no overnight stay: X-rays; nuclear medicine; radiation oncology (including MRIs, CT scans and PET scans).

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

**Health Maintenance Organization (HMO)** - A type of health insurance plan where members must receive care from the plan's network of doctors, hospitals, and other health care providers.

**Home Health Aide** - A person who provides services that do not need the skills of a licensed nurse or therapist, such as help with personal care (e.g., bathing, using the toilet, dressing, or carrying out the prescribed exercises).

**Home Health Care** - Skilled nursing care and certain other health care services given to a patient in their own home for the treatment of an illness or injury. Covered services are listed in Chapter 4 under the heading, "Home health agency care." If you need home health care services, our plan will cover these services for you, provided the Medicare coverage requirements are met. Home health care can include services from a home health aide if the services are part of the home health plan of care for your illness or injury. They aren't covered unless you are also getting a covered skilled service. Home health services don't include the services of housekeepers, food service arrangements, or fulltime nursing care at home.

**Hospice** - A benefit that provides special treatment for a member who has been medically certified as terminally ill, meaning having a life expectancy of 6 months or less. We, your plan, must provide you with a list of hospices in your geographic area. If you elect hospice and continue to pay premiums you are still a member of our plan. You can still obtain all medically necessary services as well as the supplemental benefits we offer.

**Hospice Care** - Specialized care for people who are terminally ill, focused on comfort not cure. This also includes counseling for patients' families. Depending on the situation, this type of care may be in the home, a hospice facility, a hospital, or a nursing home, and is given by a team of licensed health professionals.

**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."

**Humana's National Transplant Network (NTN)** - A network of Humana-approved facilities all of which are also Medicare-approved facilities.

**Income Related Monthly Adjustment Amount (IRMAA)** - If your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount, also known as IRMAA. IRMAA is an extra charge added to your premium. Less than 5% of people with Medicare are affected, so most people will not pay a higher premium.

**Initial Enrollment Period** - When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. If you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the 7-month period that begins 3 months before the month you turn 65, includes the month you turn 65, and ends 3 months after the month you turn 65.

**Inpatient Care** - Health care that someone gets when they are admitted to a hospital.

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

**Magnetic Resonance Angiography (MRA)** - A noninvasive method and a form of magnetic resonance imaging (MRI) that can measure blood flow through blood vessels.

**Magnetic Resonance Imaging (MRI)** - A diagnostic imaging modality method that uses a magnetic field and computerized analysis of induced radio frequency signals to noninvasively image body tissue.

**Maximum Out-of-Pocket Amount** - The most that you pay out-of-pocket during the calendar year for in-network covered Part A and Part B services. Amounts you pay for Medicare Part A and Part B premiums do not count toward the maximum out-of-pocket amount. See Chapter 4, Section 1.2 for information about your maximum out-of-pocket amount.

**Medicaid (or Medical Assistance)** - A joint Federal and State program that helps with medical costs for some people with low incomes and limited resources. State Medicaid programs vary, but most health care costs are covered if you qualify for both Medicare and Medicaid.

**Medically Necessary** - Services or supplies that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

**Medicare** - The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant).

**Medicare Advantage Open Enrollment Period** - The time period from January 1 until March 31 when members in a Medicare Advantage plan can cancel their plan enrollment and switch to another Medicare Advantage plan, or obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time. The Medicare Advantage Open Enrollment Period is also available for a 3-month period after an individual is first eligible for Medicare.

**Medicare Advantage Organization** - A private company that runs Medicare Advantage Plans to offer members more options, and sometimes extra benefits. Medicare Advantage Plans are also called "Part C." They provide all your Part A (Hospital) and Part B (Medical) coverage, and some may also provide Part D (prescription drug) coverage.

**Medicare Advantage (MA) Plan** - Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage Plan can be an i) HMO, ii) PPO, a iii) Private Fee-for-Service (PFFS) plan, or a iv) Medicare Medical Savings Account (MSA) plan. Besides choosing from these types of plans, a Medicare Advantage HMO or PPO plan can also be a

#### Chapter 10. Definitions of important words

Special Needs Plan (SNP). In most cases, Medicare Advantage Plans also offer Medicare Part D (prescription drug coverage). These plans are called **Medicare Advantage Plans with Prescription Drug Coverage**.

**Medicare Allowable Charge** - The most amount of money that can be charged for a particular medical service covered by Medicare; it is a set amount decided by Medicare.

**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. The term Medicare-Covered Services does not include the extra benefits, such as vision, dental or hearing, that a Medicare Advantage plan may offer.

**Medicare Health Plan** - A Medicare health plan is offered by a private company that contracts with Medicare to provide Part A and Part B benefits to people with Medicare who enroll in the plan. This term includes all Medicare Advantage Plans, Medicare Cost Plans, Special Needs Plans, Demonstration/Pilot Programs, and Programs of All-inclusive Care for the Elderly (PACE).

**Medicare Limiting Charge** - In the Original Medicare plan, the highest amount of money you can be charged for a covered service by doctors and other health care suppliers who do not accept assignment. The limiting charge is 15 percent over Medicare's approved amount. The limiting charge only applies to certain services and does not apply to supplies or equipment.

**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 - see "Network Provider"

**Network Provider** - "Provider" is the general term for doctors, other health care professionals, hospitals, and other health care facilities that are licensed or certified by Medicare and by the State to provide health care services. "**Network providers**" have an agreement with our plan to accept our payment as payment in full, and in some cases to coordinate as well as provide covered services to members of our plan. Network providers are also called "plan providers."

**Nuclear Medicine** - Radiology in which radioisotopes (compounds containing radioactive forms of atoms) are introduced into the body for the purpose of imaging, evaluating organ function, or localizing disease or tumors.

**Observation services** - Are hospital outpatient services given to help the doctor decide if a patient needs to be admitted as an inpatient or can be discharged. Observation services may be given in the emergency department or another area of the hospital. Even if you stay overnight in a regular hospital bed, you might be an outpatient.

**Organization Determination** - A decision our plan makes about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called "coverage decisions" in this document.

#### Chapter 10. Definitions of important words

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

**Our plan** - The plan you are enrolled in, Humana Honor (HMO).

**Out-of-Network Provider or Out-of-Network Facility** - A provider or facility that does not have a contract with our plan to coordinate or provide covered services to members of our plan. Out-of-network providers are providers that are not employed, owned, or operated by our plan.

**Out-of-Pocket Costs** - See the definition for "cost-sharing" above. A member's cost-sharing requirement to pay for a portion of services received is also referred to as the member's "out-of-pocket" cost requirement.

**PACE plan** - A PACE (Program of All-Inclusive Care for the Elderly) plan combines medical, social, and long-term care services for frail people to help people stay independent and living in their community (instead of moving to a nursing home) as long as possible. People enrolled in PACE plans receive both their Medicare and Medicaid benefits through the plan.

## Part C - see "Medicare Advantage (MA) Plan."

**Part D** - The voluntary Medicare Prescription Drug Benefit Program.

Plan Provider – see "Network Provider".

**Positron Emission Tomography (PET) Scan** - A medical imaging technique that involves injecting the patient with an isotope and using a PET scanner to detect the radiation emitted.

**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.

**Primary Care Provider (PCP)** - The doctor or other provider you see first for most health problems. In many Medicare health plans, you must see your primary care provider before you see any other health care provider.

**Prior Authorization** - Approval in advance to get services. Covered services that need prior authorization are marked in the Benefits Chart in Chapter 4.

**Prosthetics and Orthotics** – Medical devices including, but are not limited to: arm, back and neck braces; artificial limbs; artificial eyes; and devices needed to replace an internal body part or function, including ostomy supplies and enteral and parenteral nutrition therapy.

**Quality Improvement Organization (QIO)** - A group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients.

**Radiology** - X-rays and other specialized procedures that use high-energy radiation to identify and treat diseases.

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

**Screening Mammogram** - A specialized x-ray procedure to find out early if a patient has breast cancer.

**Service Area** - A geographic area where you must live to join a particular health plan. For plans that limit which doctors and hospitals you may use, it's also generally the area where you can get routine (non-emergency) services. The plan 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 care include physical therapy or intravenous injections that can only be given by a registered nurse or doctor.

**Special Enrollment Period** - A set time when members can change their health or drug plans or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you move outside the service area, if you 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.

**Urgent Care Center** - A licensed health facility where doctors and nurses provide services to identify and treat a sudden injury or illness, with no overnight stay.

**Urgently Needed Services** - Covered services that are not emergency services, provided when the network providers are temporarily unavailable or inaccessible or when the enrollee is out of the service area. For example, you need immediate care during the weekend. Services must be immediately needed and medically necessary.

# **Exhibit A- State Agency Contact Information**

This section provides the contact information for the state agencies referenced in Chapter 2 and in other locations within this Evidence of Coverage. If you have trouble locating the information you seek, please contact Customer Care at the phone number on the back cover of this booklet.

Florida	
SHIP Name and Contact Information	Serving Health Insurance Needs of Elders (SHINE) Department of Elder Affairs 4040 Esplanade Way, Suite 270 Tallahassee, FL 32399-7000 1-800-963-5337 (toll free) 1-800-955-8770 (TTY) 1-850-414-2150 (fax) 1-800-963-5337 http://www.floridaSHINE.org
Quality Improvement Organization	KEPRO 5201 W. Kennedy Blvd. Suite 900 Tampa, FL 33609 1-888-317-0751 711 (TTY) 1-844-878-7921 (Fax) https://www.keproqio.com/
State Medicaid Office	Florida Medicaid 2727 Mahan Drive Tallahassee, FL 32308-5407 1-888-419-3456 (toll free) 1-850-412-4000 (local) 1-850-922-2993 (fax) https://ahca.myflorida.com/Medicaid/index.shtml
AIDS Drug Assistance Program	Florida AIDS Drug Assistance Program (ADAP) HIV/AIDS Section 4052 Bald Cypress Way Tallahassee, FL 32399 1-850-245-4422 1-800-545-7432 (1-800-545-SIDA) (Spanish) 1-800-2437-101 (1-800-AIDS-101) (Creole) 1-888-503-7118 (TTY) http://www.floridahealth.gov/diseases-and-conditions/aids/adap/index.html

# **Important**

# At Humana, it is important you are treated fairly.

Humana Inc. and its subsidiaries do not discriminate or exclude people because of their race, color, national origin, age, disability, sex, sexual orientation, gender, gender identity, ancestry, ethnicity, marital status, religion or language. Discrimination is against the law. Humana and its subsidiaries comply with applicable federal civil rights laws. If you believe that you have been discriminated against by Humana or its subsidiaries, there are ways to get help.

- You may file a complaint, also known as a grievance:
   Discrimination Grievances, P.O. Box 14618, Lexington, KY 40512-4618.

   If you need help filing a grievance, call 1-877-320-1235 or if you use a TTY, call 711.
- You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through their Complaint Portal, available at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or at U.S. Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 800-537-7697 (TDD). Complaint forms are available at https://www.hhs.gov/ocr/office/file/index.html.
- California residents: You may also call California Department of Insurance toll-free hotline number: 1-800-927-HELP (4357), to file a grievance.

Auxiliary aids and services, free of charge, are available to you. 1-877-320-1235 (TTY: 711)

Humana provides free auxiliary aids and services, such as qualified sign language interpreters, video remote interpretation, and written information in other formats to people with disabilities when such auxiliary aids and services are necessary to ensure an equal opportunity to participate.

# Multi-Language Insert

Multi-language Interpreter Services

**English:** We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-877-320-1235 (TTY: 711). Someone who speaks English can help you. This is a free service.

**Spanish:** Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, por favor llame al 1-877-320-1235 (TTY: 711). Alguien que hable español le podrá ayudar. Este es un servicio gratuito.

Chinese Mandarin: 我们提供免费的翻译服务,帮助您解答关于健康或药物保险的任何疑问。如果您需要此翻译服务,请致电 1-877-320-1235 (TTY: 711)。我们的中文工作人员很乐意帮助您。这是一项免费服务。

Chinese Cantonese: 您對我們的健康或藥物保險可能存有疑問,為此我們提供免費的翻譯服務。如需翻譯服務,請致電 1-877-320-1235 (TTY: 711)。我們講中文的人員將樂意為您提供幫助。這是一項免費服務。

**Tagalog:** Mayroon kaming libreng serbisyo sa pagsasaling-wika upang masagot ang anumang mga katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng tagasaling-wika, tawagan lamang kami sa 1-877-320-1235 (TTY: 711). Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

**French:** Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurance-médicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-877-320-1235 (TTY: 711). Un interlocuteur parlant Français pourra vous aider. Ce service est gratuit.

**Vietnamese:** Chúng tôi có dịch vụ thông dịch miễn phí để trả lời các câu hỏi về chương sức khỏe và chương trình thuốc men. Nếu quí vị cần thông dịch viên xin gọi 1-877-320-1235 (TTY: 711) sẽ có nhân viên nói tiếng Việt giúp đỡ quí vị. Đây là dịch vụ miễn phí.

**German:** Unser kostenloser Dolmetscherservice beantwortet Ihren Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-877-320-1235 (TTY: 711). Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

**Korean:** 당사는 의료 보험 또는 약품 보험에 관한 질문에 답해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화 1-877-320-1235 (TTY: 711) 번으로 문의해 주십시오. 한국어를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

**Russian:** Если у вас возникнут вопросы относительно страхового или медикаментного плана, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по телефону 1-877-320-1235 (ТТҮ: 711). Вам окажет помощь сотрудник, который говорит по-русски. Данная услуга бесплатная.

Arabic: إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة تتعلق بالصحة أو جدول الأدوية لدينا. للحصول على مترجم فوري، ليس عليك سوى الاتصال بنا على (711 :717) 723-320-1235. هذه خدمة محانبة.

Hindi: हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुभाषिया सेवाएँ उपलब्ध हैं. एक दुभाषिया प्राप्त करने के लिए, बस हमें 1-877-320-1235 (TTY: 711) पर फोन करें. कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है. यह एक मुफ्त सेवा है.

**Italian:** È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per un interprete, contattare il numero 1-877-320-1235 (TTY: 711). Un nostro incaricato che parla Italianovi fornirà l'assistenza necessaria. È un servizio gratuito.

**Portugues:** Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-877-320-1235 (TTY: 711). Irá encontrar alguém que fale o idioma Português para o ajudar. Este serviço é gratuito.

**French Creole:** Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan medikal oswa dwòg nou an. Pou jwenn yon entèprèt, jis rele nou nan 1-877-320-1235 (TTY: 711). Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

**Polish:** Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-877-320-1235 (TTY: 711). Ta usługa jest bezpłatna.

**Japanese:** 当社の健康健康保険と薬品処方薬プランに関するご質問にお答えするために、無料の通訳サービスがありますございます。通訳をご用命になるには、1-877-320-1235 (TTY: 711) にお電話ください。日本語を話す人者が支援いたします。これは無料のサービスです。

# **Humana Honor (HMO) Customer Care**

Method	Customer Care — Contact Information
CALL	1-800-457-4708
	Calls to this number are free. You can call us seven days a week, from 8 a.m. to 8 p.m.
	Customer Care also has free language interpreter services available for non-English speakers.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
	Calls to this number are free. Hours of operation are the same as above.
FAX	1-877-837-7741
WRITE	Humana P.O. Box 14168 Lexington, KY 40512-4168
WEBSITE	Humana.com/customer-support

#### State Health Insurance Assistance Program

The State Health Insurance Assistance Program (SHIP) is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

Contact information for your State Health Insurance Assistance Program (SHIP) can be found in "Exhibit A" in this document.

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

Humana Inc. PO Box 14168 Lexington, KY 40512-4168



# Important Plan Information

