Evidence of Coverage

Your Medicare Health Benefits and Services and Prescription Drug Coverage as a Member of Kaiser Permanente Medicare Advantage Group Plan (HMO)

This document gives you the details about your Medicare health care and prescription drug coverage from January 1 to December 31, 2026. This is an important legal document. Please keep it in a safe place.

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

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

For questions about this document, call Member Services at 1-888-777-5536. (TTY users should call 711.) Hours are 8 a.m. to 8 p.m., 7 days a week. This call is free.

This plan, Kaiser Permanente Medicare Advantage, is offered by Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. (Health Plan). When this **Evidence of Coverage** says "we," "us," or "our," it means Health Plan. When it says "plan" or "our plan," it means Kaiser Permanente Medicare Advantage.

This document is available in braille, large font, audio file, or data CD if you need it by calling Member Services.

Benefits, premium, deductible, and/or copayments/coinsurance may change on January 1, 2027. Our formulary, pharmacy network, and/or provider network may change at any time. You'll get notice about changes that may affect you at least 30 days in advance.



2026 Evidence of Coverage

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<u>Chapter 1 — Getting started as a member</u>

Section 1 — You're a member of our plan

Section 1.1 – You are enrolled in Kaiser Permanente Medicare Advantage, which is a Medicare HMO plan

You are covered by Medicare and you chose to get your Medicare health and your drug coverage through our plan, Kaiser Permanente Medicare Advantage.

Our plan covers all Part A and Part B services. However, cost-sharing and provider access in this plan are different from Original Medicare.

Kaiser Permanente Medicare Advantage is a Medicare Advantage HMO Plan (HMO stands for Health Maintenance Organization) approved by Medicare and run by a private company.

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

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

If you are not certain which plan you are enrolled in, please call Member Services or your group's benefits administrator.

The words coverage and covered services refer to the medical care and services and the prescription drugs available to you as a member of our plan.

It's important for you to learn what our plan's rules are and what services are available to you. We encourage you to set aside some time to look through this **Evidence of Coverage** document. If you are confused, concerned, or just have a question, please contact Member Services.

Section 1.2 – Legal information about the Evidence of Coverage

This **Evidence of Coverage** is part of our contract with you about how we cover your care. Other parts of this contract include your enrollment form, the **2026 Comprehensive Formulary**, and any notices you receive from us about changes to your coverage or conditions that affect your coverage. These notices are sometimes called riders or amendments.

The contract is in effect for the months you're enrolled in our plan between January 1, 2026, and December 31, 2026.

Medicare (the Centers for Medicare & Medicaid Services) must approve our plan 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 our plan, and Medicare renews its approval of our plan.

Section 2 — What makes you eligible to be a plan member?

Section 2.1 – Eligibility requirements

You are eligible for membership in our plan as long as you meet all these conditions:

- You have Medicare Part B (or you have both Part A and Part B).
- You have both Medicare Part A and Medicare Part B.
- You live in our geographic service area (Section 2.2 below describes our service area). If you have been a member of our plan continuously since before January 1999 and you were living outside of our service area before January 1999, you are still eligible as long as you have not moved since before January 1999. Incarcerated individuals are not considered living in the geographic service area even if they are physically located in it.
- You're a United States citizen or are lawfully present in the United States.

Members enrolled in Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. employer group Medicare Advantage plan cannot be enrolled in individual Kaiser Permanente Medicare Advantage at the same time.

Section 2.2 – Plan service area for our plan

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

Our service area includes the following:

- The District of Columbia.
- These counties in Virginia: Arlington, Fairfax, Loudoun, Prince William, Spotsylvania, and Stafford.
- These independent cities in Virginia: Alexandria, City of Falls Church, Fairfax, Fredericksburg City, Manassas, and Manassas Park.
- These counties in Maryland: Anne Arundel, Baltimore City, Baltimore, Carroll, Harford, Howard, Montgomery, and Prince George's.

These parts of counties in Maryland, in the following ZIP codes only:

- Calvert County: 20639, 20678, 20689, 20714, 20732, 20736, and 20754.
- Charles County: 20601–4, 20607, 20612–13, 20616–17, 20637, 20640, 20643, 20645–46, 20658, 20675, 20677, and 20695.
- Frederick County: 20842, 20871, 21701–05, 21709–10, 21714, 21716–18, 21754–55, 21757–59, 21762, 21769–71, 21774–77, 21787, and 21790–93.

If you move out of our plan's service area, you can't stay a member of this plan. Call Member Services at 1-888-777-5536 (TTY users call 711) to see if we have a plan in your new area. When you move, you'll have a Special Enrollment Period to either switch to Original Medicare or enroll in a Medicare health or drug plan 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 – Group eligibility requirements

You must meet your group's eligibility requirements that we have approved. Your group is required to inform subscribers of its eligibility requirements, such as dependent eligibility requirements (for example, your spouse).

Additional eligibility requirements

Subscriber. You may be eligible to enroll as a subscriber under this **Evidence of Coverage** if you are one of the following persons:

- An employee of your group.
- Otherwise entitled to coverage under a trust agreement, retirement benefit program, or employment contract (unless the Internal Revenue Service considers you self-employed).
 If you are a subscriber enrolled under this Evidence of Coverage or a subscriber enrolled in a non-Medicare plan offered by your group, the following persons may be eligible to enroll as your dependents under this Evidence of Coverage if they meet all the other requirements described under this Section 2:
- Your spouse.
- A person who is under the general or student limiting age specified by your group and who is any of the following:
 - Your or your spouse's child (including adopted children or children placed with you or your spouse for adoption) who are under age 26. Your group may have chosen to cover dependents who are older than age 26. Check with your group to determine the age limit for dependents.
 - A child adopted by you or your spouse, or for whom you or your spouse have assumed a legal obligation in anticipation of adoption.
 - Any other person for whom you or your spouse is a court-appointed guardian.

Note: Children born to an eligible dependent other than the subscriber or the subscriber's spouse are not eligible for coverage beyond the first 31 days unless the subscriber or the subscriber's spouse adopts them or becomes their court-appointed guardian.

- A person who is under the student dependent limiting age specified by your group and who is
 a full-time registered student at an accredited college or accredited vocational school and is
 any of the following:
 - Your or your spouse's child.
 - A child adopted by you or your spouse, or for whom you or your spouse have assumed a legal obligation in anticipation of adoption.
 - Any other person for whom you or your spouse is a court-appointed guardian.

Students who suffer a severe illness or injury that causes them to lose full-time student status will continue to be considered full-time students for eligibility purposes, provided that within 31 days after the loss of full-time student status, we receive written certification from the child's treating physician that the child is suffering from a serious illness or injury and that the leave of absence or other change of enrollment is medically necessary. Eligibility as a full-time student under this provision may then continue for up to 12 months from the date that your child's medical leave of absence began, or until your child reaches the student dependent limiting age specified by your group, whichever comes first.

- A person of any age who is chiefly dependent upon you or your spouse for support and maintenance if the person is incapable of self-sustaining employment by reason of developmental disability or physical handicap which occurred prior to his or her reaching the general dependent limiting age specified by your group, if the person is any of the following:
 - Your or your spouse's child.
 - A child adopted by you or your spouse, or for whom you or your spouse have assumed a legal obligation for total or partial support in anticipation of adoption.
 - Any other person for whom you or your spouse is a court-appointed guardian and was a
 court-appointed guardian prior to the person's reaching the limiting age specified by your
 group.

You must give us proof of incapacity and dependency annually if we request it, but only after the two-year period following attainment of the general dependent limiting age specified by your group.

Note: If you have dependents who do not have Medicare Part B coverage or for some other reason are not eligible to enroll under this **Evidence of Coverage**, you may be able to enroll them as your dependents under a non-Medicare plan offered by your group. Please contact your group for details, including eligibility and benefit information, and to request a copy of the non-Medicare plan document.

Section 2.4 – When you can enroll and when coverage begins

Your group is required to inform you when you are eligible to enroll and what your effective date of coverage is under this **Evidence of Coverage**. If you are eligible to enroll as described in this Section 2, enrollment is permitted and membership begins at the beginning (12:00 a.m.) of the effective date of coverage, except that:

- Your group may have additional requirements that we have approved, which allow enrollment in other situations.
- The effective date of your Medicare Advantage coverage under this **Evidence of Coverage** must be confirmed by the Centers for Medicare & Medicaid Services (CMS), as described under "Effective date of Medicare Advantage coverage" in this Section 2.5.

If you are a subscriber under this **Evidence of Coverage** and you have dependents who do not have Medicare Part B coverage or for some other reason are not eligible to enroll under this **Evidence of Coverage**, you may be able to enroll them as your dependents under a non-Medicare plan offered by your group. Please contact your group for details, including eligibility and benefit information, and to request a copy of the non-Medicare plan document. If you are eligible to be a dependent under this **Evidence of Coverage** but the subscriber in your family is enrolled under a non-Medicare plan offered by your group, the subscriber must follow the rules applicable to subscribers who are enrolling dependents in this Section 2.5.

Effective date of Medicare Advantage coverage

After we receive your completed Medicare Advantage Election Form, we will submit your enrollment request to CMS for confirmation and send you a notice indicating the proposed effective date of your Medicare Advantage coverage under this Evidence of Coverage. If CMS confirms your Medicare Advantage enrollment and effective date, we will send you a notice that confirms your enrollment and effective date. If CMS tells us that you do not have Medicare Part B coverage, we will notify you that you will be disenrolled from Medicare Advantage.

New subscribers

When your group informs you that you are eligible to enroll as a subscriber, you may enroll yourself and any eligible dependents by submitting the applicable Health Plan–approved enrollment application or Medicare Advantage Election Form for each person, to your group within 31 days.

Effective date of Medicare Advantage coverage. The effective date of Medicare Advantage coverage for new subscribers and their eligible family dependents is determined by your group, subject to confirmation by CMS.

Adding new dependents to an existing account

To enroll a dependent who first becomes eligible to enroll after you became a subscriber (such as a new spouse, a newborn child, or a newly adopted child), you must submit the applicable Health Plan–approved change of enrollment form or a Medicare Advantage Election Form to your group within 31 days after the dependent first becomes eligible.

Effective date of Medicare Advantage coverage. The effective date of coverage for newly acquired dependents is determined by your group, subject to confirmation by CMS.

Group open enrollment

You may enroll as a subscriber (along with any eligible dependents), and existing subscribers may add eligible dependents, by submitting a Health Plan—approved enrollment application or a Medicare Advantage Election Form for each person to your group during your group's open enrollment period. Your group will let you know when the open enrollment period begins and ends and the effective date of coverage, which is subject to confirmation by CMS.

Special enrollment

If you do not enroll when you are first eligible and later want to enroll, you can enroll only during next open enrollment unless one of the following is true:

- You become eligible as described in this "Special enrollment" section.
- You did not enroll in any coverage offered by your group when you were first eligible and your group does not give us a written statement that verifies you signed a document that explained restrictions about enrolling in the future. Subject to confirmation by CMS, the effective date of an enrollment resulting from this provision is no later than the first day of the month following the date your group receives a Health Plan–approved enrollment or change of enrollment application or a Medicare Advantage Election Form for each person, from the subscriber.

Special enrollment due to new dependents. You may enroll as a subscriber (along with eligible dependents), and existing subscribers may add eligible dependents, within 31 days after marriage, establishment of domestic partnership, birth, adoption, or placement for adoption by submitting to your group a Health Plan–approved enrollment application or a Medicare Advantage Election Form for each person.

Subject to confirmation by CMS, the effective date of an enrollment resulting from marriage is no later than the first day of the month following the date your group receives an enrollment application or a Medicare Advantage Election Form for each person, from the subscriber. Subject to confirmation by CMS, enrollments due to birth, adoption, or placement for adoption are effective on the date of birth, adoption, or placement for adoption.

Special enrollment due to loss of other coverage. You may enroll as a subscriber (along with any eligible dependents), and existing subscribers may add eligible dependents, if all of the following are true:

- The subscriber or at least one of the dependents had other coverage when he or she previously declined all coverage through your group.
- The loss of the other coverage is due to one of the following:
 - exhaustion of COBRA coverage.
 - termination of employer contributions for non-COBRA coverage.

- loss of eligibility for non-COBRA coverage, but not termination for cause or termination from an individual (nongroup) plan for nonpayment. For example, this loss of eligibility may be due to legal separation or divorce, moving out of the plan's service area, reaching the age limit for dependent children, or the subscriber's death, termination of employment, or reduction in hours of employment.
- loss of eligibility (but not termination for cause) for Medicaid coverage, Children's Health Insurance Program coverage, or Access for Infants and Mothers Program coverage.
- reaching a lifetime maximum on all benefits.

Note: If you are enrolling yourself as a subscriber along with at least one eligible dependent, only one of you must meet the requirements stated above.

To request enrollment, the subscriber must submit a Health Plan–approved enrollment or change of enrollment application or Medicare Advantage Election Form for each person, to your group within 30 days after loss of other coverage, except that the timeframe for submitting the application is 60 days if you are requesting enrollment due to loss of eligibility for Medicaid, Children's Health Insurance Program, or Access for Infants and Mothers Program coverage. Subject to confirmation by CMS, the effective date of an enrollment resulting from loss of other coverage is no later than the first day of the month following the date your group receives the applicable enrollment or change of enrollment application, or Medicare Advantage Election Form for each person, from the subscriber.

Special enrollment due to court or administrative order. Within 30 days after the date of a court or administrative order requiring a subscriber to provide health care coverage for a spouse or child who meets the eligibility requirements as a dependent, the subscriber may add the spouse or child as a dependent by submitting to your group a Health Plan-approved enrollment or change of enrollment application or a Medicare Advantage Election Form for each person. Subject to confirmation by CMS, your group will determine the effective date of an enrollment resulting from a court or administrative order, except that subject to confirmation by CMS, the effective date cannot be earlier than the date of the order and cannot be later than the first day of the month following the date of the order.

Special enrollment due to eligibility for premium assistance. You may enroll as a subscriber (along with eligible dependents), and existing subscribers may add eligible dependents, if you or a dependent become eligible for premium assistance under Medicaid or CHIP.

To request enrollment in your group's health care coverage, the subscriber must submit a Health Plan-approved enrollment or change of enrollment application or Medicare Advantage Election Form for each person, to your group within 60 days after you or a dependent becomes eligible for premium assistance.

Subject to confirmation by CMS, the effective date of an enrollment resulting from eligibility for the premium assistance under Medicaid or CHIP is no later than the first day of the month following the date your group receives the applicable enrollment or change of enrollment application or Medicare Advantage Election Form for each person, from the subscriber. Note: If you are enrolling yourself as a subscriber along with at least one eligible dependent, only one of you must meet the requirements stated above.

Special enrollment due to reemployment after military service. If you terminated your health care coverage because you were called to active duty in the military service, you may be able to reenroll in your group's health plan if required by state or federal law. Please ask your group for more information.

Section 2.5 – U.S. citizen or lawful presence

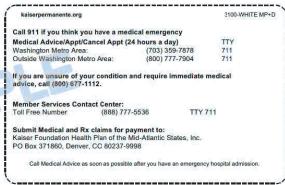
A member of a Medicare health plan must be a U.S. citizen or lawfully present in the United States. Medicare (the Centers for Medicare & Medicaid Services) will notify us if you are not eligible to remain a member on this basis. We must disenroll you if you do not meet this requirement.

Section 3 — Important membership materials you will receive

Section 3.1 – Our plan membership card

Use your membership card whenever you get services covered by our plan and for prescription drugs you get at network pharmacies. You should also show the provider your Medicaid card, if you have one. Sample plan membership card:





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

If your plan membership card is damaged, lost, or stolen, call Member Services at 1-888-777-5536 (TTY users call 711) right away and we will send you a new card.

Section 3.2 – Provider Directory

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

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

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 our plan authorizes use of out-of-network providers.

If you don't have your copy of the **Provider Directory**, you can ask for a copy (electronically or in paper form) from Member Services at 1-888-777-5536 (TTY users call 711). Requested paper Provider Directories will be mailed to you within 3 business days.

Section 3.3 – Pharmacy Directory

The **Pharmacy Directory** kp.org/directory lists our network pharmacies. Network pharmacies are pharmacies that agree to fill covered prescriptions for our plan members. Use the Pharmacy Directory to find the network pharmacy you want to use. See Chapter 5, Section 2.4, for information on when you can use pharmacies that are not in the plan's network.

The **Pharmacy Directory** also shows which pharmacies in our network have preferred cost-sharing, which may be lower than the standard cost-sharing offered by other network pharmacies for some drugs.

If you don't have the **Pharmacy Directory**, you can get a copy from Member Services at 1-888-777-5536 (TTY users call 711). You can also find this information on our website at **kp.org/directory**.

Section 3.4 – Drug List (formulary)

Our plan has a **2026 Comprehensive Formulary** (also called the Drug List or formulary). It tells which prescription drugs are covered under the Part D benefit included in our plan. The drugs on this list are selected by our plan with the help of a team of doctors and pharmacists. The Drug List must meet Medicare's requirements. Drugs with negotiated prices under the Medicare Drug Price Negotiation Program will be included on your Drug List unless they have been removed and replaced as described in Chapter 5, Section 6. Medicare approved our plan's Drug List.

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

We will provide you a copy of our Drug List. To get the most complete and current information about which drugs are covered, visit website (**kp.org/seniorrx**) or call Member Services at 1-888-777-5536 (TTY users call 711).

Section 4 — Premiums

Section 4.1 - Plan premiums

Plan premiums

Your coverage is provided through a contract with your current employer or former employer or union. Please contact the employer's or union's benefits administrator for information about your plan premium.

Section 4.2 – Monthly Medicare Part B premium

Many members are required to pay other Medicare premiums

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

Section 4.3 – Part D late enrollment penalty

Some members are required to pay a Part D late enrollment penalty. The Part D late enrollment penalty is an additional premium that must be paid for Part D coverage if at any time after your initial enrollment period is over, there is a period of 63 days or more in a row when you did not have Part D or other creditable prescription drug coverage. Creditable prescription drug coverage is coverage that meets Medicare's minimum standards since it is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. The cost of the late enrollment penalty depends on how long you went without Part D or other creditable drug coverage. You will have to pay this penalty for as long as you have Part D coverage. Your group will inform you if you are required to pay a late enrollment penalty.

When you first enroll in our plan, we let you know the amount of the penalty. You will not have to pay if:

- You receive Extra Help from Medicare to pay for your drug costs.
- You have gone less than 63 days in a row without creditable coverage.
- You have had creditable drug coverage through another source such as a former employer, union, TRICARE, or Veterans Health Administration (VA). Your insurer or your human resources department will tell you each year if your drug coverage is creditable coverage. This information may be sent to you in a letter or included in a newsletter from the plan. Keep this information, because you may need it if you join a Medicare drug plan later.
 - **Note:** Any notice must state that you had creditable prescription drug coverage that is expected to pay as much as Medicare's standard prescription drug plan pays.
 - Note: The following are not creditable prescription drug coverage: prescription drug discount cards, free clinics, and drug discount websites.

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

- If you went 63 days or more without Part D or other creditable prescription drug coverage after you were first eligible to enroll in Part D, the plan will count the number of full months that you did not have coverage. The penalty is 1% for every month that you did not have creditable coverage. For example, if you go 14 months without coverage, the penalty will be 14%.
- Then Medicare determines the amount of the average monthly premium for Medicare drug plans in the nation from the previous year. For 2026 this average premium amount is \$38.99.
- To calculate your monthly penalty, you multiply the penalty percentage and the average monthly premium and then round it to the nearest 10 cents. In the example here it would be 14% times \$38.99, which equals \$5.45. This rounds to \$5.50. This amount would be added to the monthly plan premium for someone with a Part D late enrollment penalty.

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

- The penalty may change each year because the national base beneficiary premium can change each year.
- You'll continue to pay a penalty every month for as long as you are enrolled in a plan that has Medicare Part D drug benefits, even if you change plans.
- If you're under 65 and enrolled in Medicare, the Part D late enrollment penalty will reset when you turn 65. After age 65, your Part D late enrollment penalty will be based only on the months that you don't have coverage after your initial enrollment period for aging into Medicare.

If you disagree about your Part D late enrollment penalty, you or your representative can ask for a review. Generally, you must request this review within 60 days from the date on the first letter you receive stating you have to pay a late enrollment penalty. However, if you were paying a penalty before joining our plan, you may not have another chance to request a review of that late enrollment penalty.

Section 4.4 – Income Related Monthly Adjustment Amount

Some members may be required to pay an extra charge, known as the Part D Income Related Monthly Adjustment Amount, also known as IRMAA. The extra charge is figured out using your modified adjusted gross income as reported on your IRS tax return from two years ago. If this amount is above a certain amount, you'll pay the standard premium amount and the additional IRMAA. For more information on the extra amount you may have to pay based on your income, visit https://www.medicare.gov/drug-coverage-part-d/costs-for-medicare-drug-coverage/monthly-premium-for-drug-plans.

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

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

Section 4.5 – Medicare Prescription Payment Plan Amount

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

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

Section 5 — 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, pharmacists, and other providers in our network need to have correct information about you. **These network providers use your membership record to know what services and drugs are covered and the cost-sharing amounts for you.** Because of this, it is very important that you help us keep your information up-to-date.

Let us know about these changes:

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

• If you are participating in a clinical research study. (**Note:** You are not required to tell your plan about the clinical research studies you intend to participate in, but we encourage you to do so.)

If any of this information changes, please let us know by calling Member Services at 1-888-777-5536 (TTY users call 711).

It is also important to contact Social Security if you move or change your mailing address. Call Social Security at 1-800-772-1213 (TTY users call 1-800-325-0778).

Section 6 — How other insurance works with our plan

Medicare requires that we collect information about any other medical or drug coverage you have so we can. Coordinate any other coverage 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 coverage we know about. Read over this information carefully. If it is correct, you don't need to do anything. If the information is incorrect, or if you have other coverage that is not listed, please call Member Services at 1-888-777-5536 (TTY users call 711). 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), Medicare rules 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):
 - 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 spouse or domestic partner 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 — Phone numbers and resources

Section 1 — Our plan contacts

For help with claims, billing, or member card questions, call or write to our plan's Member Services at 1-888-777-5536 (TTY users call 711). We'll be happy to help you.

METHOD	Member Services – contact information
CALL	1-888-777-5536 Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
	Member Services also has free language interpreter services available for non-English speakers.
TTY	711 Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
WRITE	Kaiser Permanente Member Services Nine Piedmont Center 3495 Piedmont Road, NE Atlanta, GA 30305-1736
WEBSITE	kp.org

How to ask for a coverage decision about your medical care

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services. For more information on how to ask for coverage decision about your medical care, go to Chapter 9.

METHOD	Coverage decisions for medical care – contact information
CALL	1-888-777-5536
	Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
TTY	711
	Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
FAX	1-866-640-9826
WRITE	Kaiser Permanente Member Relations Nine Piedmont Center 3495 Piedmont Road, NE Atlanta, GA 30305-1736
WEBSITE	kp.org

How to ask for a coverage decision about your Part D drugs

A coverage decision is a decision we make about your benefits and coverage or about the amount we'll pay for your Part D drugs. For more information on how to ask for coverage decisions or appeals about your medical care or Part D drugs, go to Chapter 9.

METHOD	Coverage decisions for Part D drugs – contact information
CALL	1-888-791-7229
	Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
TTY	711
	Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
FAX	1-844-403-1028
WRITE	OptumRx c/o Prior Authorization P.O. Box 25183 Santa Ana, CA 92799
WEBSITE	kp.org

How to make an appeal or complaint about your medical care or your Part D drugs

An appeal is a formal way of asking us to review and change a coverage decision. You can make a complaint about us or one of our network providers or pharmacies, including a complaint about the quality of your care. This type of complaint does not involve coverage or payment disputes.

For more information on how to make an appeal or a complaint about your medical care or your Part D drugs, go to Chapter 9.

METHOD	Appeals or complaints for medical care and Part D drugs – contact information
CALL	1-888-777-5536
	Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
TTY	711
	Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
FAX	1-404-949-5001
WRITE	Kaiser Permanente
	Member Relations
	Nine Piedmont Center
	3495 Piedmont Road, NE
	Atlanta, GA 30305-1736
WEBSITE	kp.org
MEDICARE WEBSITE	You can submit a complaint about our plan directly to Medicare. To submit an online complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx.

How to ask us to pay for our share of the cost for medical care or a drug you got

If you got a bill or paid for services (like a provider bill) that you think we should pay for, you may need to ask us for reimbursement or to pay the provider bill. See Chapter 7 for more information.

If you send us a payment request and we deny any part of your request, you can appeal our decision. Go to Chapter 9 for more information.

METHOD	Payment requests – contact information
CALL	1-888-777-5536
	Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
TTY	711 Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
WRITE	Kaiser Permanente Claims Department Mid-Atlantic States Region P.O. Box 371860 Denver, CO 80237-9998
WEBSITE	kp.org

Section 2 — Get help from Medicare

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 our plan.

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.
Chat Live	Chat live at www.Medicare.gov/talk-to-someone
Write	Write to Medicare at PO Box 1270, Lawrence, KS 66044
WEBSITE	www.Medicare.gov
	• Get information about the Medicare health and drug plans in your area, including what they cost and what services they provide.
	• Find Medicare-participating doctors or other health care providers and suppliers.
	• Find out what Medicare covers, including preventive services (like screenings, shots or vaccines, and yearly "Wellness" visits).
	Get Medicare appeals information and forms.
	• Get information about the quality of care provided by plans, nursing homes, hospitals, doctors, home health agencies, dialysis facilities, hospice centers, inpatient rehabilitation facilities, and long-term care hospitals.
	Look up helpful websites and phone numbers.
	You can also visit www.Medicare.gov to tell Medicare about any complaints you have about our plan:
	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.

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. Here is a list of the State Health Insurance Assistance Programs in each state we serve:

- In the District of Columbia, the SHIP is called Department of Aging and Community Living.
- In Maryland, the SHIP is called Maryland Department of Aging.
- In Virginia, the SHIP is called Virginia Insurance Counseling and Assistance Program.

SHIP is an independent state program (not connected with any insurance company or health plan) that gets money from the federal government to give free local health insurance counseling to people with Medicare.

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

Method	Department of Aging and Community Living (Health Insurance Counseling) – contact information
CALL	1-202-724-5626
TTY	711
WRITE	500 K Street, N.E., Washington, DC 20002
WEBSITE	www.dcoa.dc.gov/service/health-insurance-counseling

Method	Maryland Department of Aging – contact information
CALL	1-410-767-1100 or toll free 1-800-243-3425
TTY	711
WRITE	301 West Preston St., Suite 1007, Baltimore, MD 21201
WEBSITE	https://aging.maryland.gov/Pages/default.aspx

Method	Virginia Insurance Counseling and Assistance Program – contact information
CALL	1-804-662-9333 or toll free 1-800-552-3402
TTY	711
WRITE	1610 Forest Avenue, Suite 100, Henrico, VA 23229
WEBSITE	www.vda.virginia.gov

SECTION 4 — Quality Improvement Organization (QIO)

A designated Quality Improvement Organization (QIO) serves people with Medicare in each state. For the District of Columbia, Maryland and Virginia, the Quality Improvement Organization is called Commence Health.

Commence Health has a group of doctors and other health care professionals paid by Medicare to check on and help improve the quality of care for people with Medicare. Commence Health is an independent organization. It's not connected with our plan.

Contact Commence Health in any of these situations:

- You have a complaint about the quality of care you got. Examples of quality-of-care concerns include getting the wrong medication, unnecessary tests or procedures, or a misdiagnosis.
- You think coverage for your hospital stay is ending too soon.
- You think coverage for your home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services are ending too soon.

Method	Commence Health (District of Columbia's, Maryland's, and Virginia's Quality Improvement Organization) – contact information
CALL	1-888-396-4646
	Calls to this number are free. Monday through Friday, 9 a.m. to 5 p.m. Weekends and holidays, 10 a.m. to 4 p.m.
TTY	711
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	BFCC-QIO Program
	Commence Health
	PO Box 2687
	Virginia Beach, VA 23450
WEBSITE	https://www.livantaqio.cms.gov/en

SECTION 5 — Social Security

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

If you move or change your mailing address, 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 a.m. to 7 p.m., Monday through Friday. 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 a.m. to 7 p.m., 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.

Medicaid offers programs to 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 Medicare Savings programs, contact Medicaid agency for your state listed below.

Method	Department of Healthcare Finance (District of Columbia's Medicaid program) – contact information
CALL	1-202-442-5988
	Monday through Friday, 8:15 a.m. to 4:45 p.m.
TTY	711
WRITE	441 4th Street NW, 900S, Washington, DC 20001
WEBSITE	www.dhcf.dc.gov

Method	Maryland Medical Assistance Program/HealthChoice – contact information
CALL	1-410-767-5800 or 1-800-284-4510
	Monday through Friday, 8 a.m. to 5 p.m.
TTY	1-800-735-2258
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	Contact the Department of Social Services (DSS) in the city or county where you live.
WEBSITE	https://health.maryland.gov/mmcp/healthchoice/pages/home.aspx

Method	Virginia Department of Medical Assistance Services – contact information
CALL	1-804-786-6145
	Monday through Friday, 8 a.m. to 5 p.m.
TTY	1-800-343-0634
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	Contact the Department of Social Services (DSS) in the city or county where you live.
WEBSITE	www.dmas.virginia.gov

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

The Medicare website (<u>www.Medicare.gov/basics/costs/help/drug-costs</u>) has information on ways to lower your prescription drug costs. The programs below can help people with limited incomes.

Extra Help from Medicare

Medicare and Social Security have a program called Extra Help that can help pay drug costs for people with limited income and resources. If you qualify, you get help paying for any Medicare drug plan's yearly deductible, and copayments. Extra Help also counts toward your out-of-pocket costs.

If you automatically qualify for Extra Help, Medicare will mail you a purple letter to let you know. If you do not automatically qualify, you can apply anytime. To see if you qualify for getting Extra Help:

- Visit https://secure.ssa.gov/i1020/start to apply online
- Call Social Security at 1-800-772-1213. TTY users call 1-800-325-0778

When you apply for Extra Help, you can also start the application process for a Medicare Savings Program (MSP). These state programs provide help with other Medicare costs. Social Security will send information to your state to initiate an MSP application, unless you tell them not to on the Extra Help application.

If you qualify for Extra Help and you think that you're paying an incorrect amount for your prescription at a pharmacy, our plan has a process to help you get evidence of the right copayment amount. If you already have evidence of the right amount, we can help you share this evidence with us.

If you aren't sure what evidence to provide us, please contact a network pharmacy or Member Services. The evidence is often a letter from either the state Medicaid or Social Security office that confirms you are qualified for "Extra Help." The evidence may also be state-issued documentation with your eligibility information associated with Home and Community-Based Services.

You or your appointed representative may need to provide the evidence to a network pharmacy when obtaining covered Part D prescriptions so that we may charge you the appropriate cost-sharing amount until the Centers for Medicare & Medicaid Services (CMS) updates its records to reflect your current status. Once CMS updates its records, you will no longer need to present the evidence to the pharmacy. Please provide your evidence in one of the following ways so we can forward it to CMS for updating:

• Write to Kaiser Permanente at:

California Service Center Attn: Best Available Evidence P.O. Box 232407 San Diego, CA 92193-2407

- Fax it to 1-877-528-8579.
- Take it to a network pharmacy or your local Member Services office at a network facility.

When we get the evidence showing the right copayment level, we will update our system so that you can pay the right amount when you get your next prescription. If you overpay your copayment, we'll pay you back, either by check or a future copayment credit. If the pharmacy didn't collect a copayment and you owe them a debt, we may make the payment directly to the pharmacy. If a state paid on your behalf, we may make the payment directly to the state. Call Member Services at 1-888-777-5536 (TTY users call 711) if you have questions.

What if you have coverage from a State Pharmaceutical Assistance Program (SPAP)? Many states and the U.S. Virgin Islands offer help paying for prescriptions, drug plan premiums, and/or other drug costs. If you are enrolled in a State Pharmaceutical Assistance Program.

and/or other drug costs. If you are enrolled in a State Pharmaceutical Assistance Program (SPAP), Medicare's Extra Help pays first.

In Maryland, the name of the State Pharmaceutical Assistance Program is Maryland Senior Prescription Drug Assistance Program (SPDAP). Maryland also has other programs that assist Maryland residents with drug expenses, which are the Kidney Disease Program and the AIDS Drug Assistance Program.

What if you have Extra Help and coverage from a State Pharmaceutical Assistance Program (SPAP)?

Many states offer help paying for prescriptions, drug plan premiums and/or other drug costs. If you're enrolled in a State Pharmaceutical Assistance Program (SPAP), Medicare's Extra Help pays first.

In Maryland, the name of the State Pharmaceutical Assistance Program is Maryland Senior Prescription Drug Assistance Program (SPDAP). Maryland also has other programs that assist Maryland residents with drug expenses, which are the Kidney Disease Program and the AIDS Drug Assistance Program.

Virginia has a program called Virginia Medication Assistance Program (VA MAP) that helps people pay for prescription drugs based on their financial need, age, or medical condition. To learn more about the program, check with your State Health Insurance Assistance Program.

What if you have Extra Help and coverage from an AIDS Drug Assistance Program (ADAP)?

The AIDS Drug Assistance Program (ADAP) helps people living with HIV/AIDS access life-saving HIV medications. Medicare Part D drugs that are also on the ADAP formulary qualify for prescription cost-sharing help through the District of Columbia ADAP, or Maryland ADAP, or Virginia ADAP depending upon where you live.

Note: To be eligible for the ADAP in your state, people must meet certain criteria, including proof of state residence and HIV status, low income as defined by the state, and uninsured/underinsured status.

If you change plans, please notify your local ADAP enrollment worker so you can continue to get help. For information on eligibility criteria, covered drugs, or how to enroll in the program, call **1-202-671-4815** for DC residents, **1-410-767-6535** for Maryland residents, or **1-855-362-0658** for Virginia residents.

State Pharmaceutical Assistance Programs

Many states have State Pharmaceutical Assistance Programs that help some people pay for prescription drugs based on financial need, age, medical condition, or disabilities. Each state has different rules to provide drug coverage to its members.

METHOD	Maryland Senior Prescription Drug Assistance Program (SPDAP) – contact information
CALL	1-800-551-5995
	Monday through Friday, 8 a.m. to 5 p.m.
TTY	1-800-877-5156
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	PO Box 749
	Greenbelt, Maryland 20768-0749
WEBSITE	www.marylandspdap.com
METHOD	Maryland Kidney Disease Program – contact information
CALL	1-410-767-5000
	Monday through Friday, 8 a.m. to 5 p.m.
TTY	1-800-735-2258
	This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	201 W. Preston Street, Baltimore, MD 21201
WEBSITE	https://health.maryland.gov/pha/Pages/maryland- kidney-disease-program.aspx
METHOD	Maryland AIDS Drug Assistance Program – contact information
CALL	1-410-767-6535 or toll free 1-800-205-6308
	Monday through Friday, 8:30 a.m. to 4:30 p.m.
TTY	711
WRITE	201 W. Preston Street, Baltimore, MD 21201
WEBSITE	https://health.maryland.gov/phpa/OIDPCS/Pages/MADAP.aspx

The Medicare Prescription Payment Plan

The Medicare Prescription Payment Plan is a new payment option that works with your current drug coverage, and it can help you manage your out-of-pocket costs for drugs covered by our plan by spreading them across the calendar year (January – December). Anyone with a Medicare drug plan or Medicare health plan with drug coverage (like a Medicare Advantage plan with drug coverage) can use this payment option. **This payment option might help you manage your expenses, but it doesn't save you money or lower your drug costs. If you're participating in the Medicare Prescription Payment Plan and stay in the same Part D plan, your participation will be automatically renewed for 2026.** To learn more about this payment option, call Member Services at 1 888 777 5536 (TTY users call 711) or visit www.Medicare.gov.

METHOD	The Medicare Prescription Payment Plan – Contact Information
CALL	1-888-777-5536
	Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
	Member Services also has free language interpreter services available for non-English speakers.
TTY	711
	Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
WRITE	Kaiser Permanente Member Services Nine Piedmont Center 3495 Piedmont Road, NE Atlanta, GA 30305-1736
WEBSITE	<u>kp.org</u>

Section 8 — How to contact the Railroad Retirement Board

The Railroad Retirement Board is an independent federal agency that administers comprehensive benefit programs for the nation's railroad workers and their families. If you receive your Medicare through the Railroad Retirement Board, let them know if you move or change your mailing address. For questions about 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 a.m. to 3:30 p.m., Monday, Tuesday, Thursday, and Friday, and from 9 a.m. to 12 p.m. on Wednesday.
	If you press"1," you may access the automated RRB HelpLine and recorded information24 hours a day, including weekends and holidays.
TTY	1-312-751-4701 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are not free.
WEBSITE	rrb.gov/

Section 9 — If you have group insurance or other health insurance from an employer

If you (or your spouse or domestic partner) get benefits from your (or your spouse or domestic partner's) employer or retiree group as part of this plan, call the employer/union benefits administrator or Member Services at 1-888-777-5536 (TTY users call 711) with any questions. You can ask about your (or your spouse or domestic partner's) employer or retiree health benefits, premiums, or the enrollment period. Phone numbers for Member Services are printed on the back cover of this document. You can call **1-800-MEDICARE** (**1-800-633-4227**) with questions about your Medicare coverage under this plan. TTY users call **1-877-486-2048**.

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

<u>Chapter 3 — Using our plan for your medical services</u>

Section 1 — How to get medical care as a member of our plan

This chapter explains what you need to know about using our plan to get your medical care covered.

For details on what medical care our plan covers and how much you pay when you get care, to go the Medical Benefits Chart in Chapter 4.

Section 1.1 – 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, and prescription drugs that are covered by our plan. Your covered services for medical care are listed in the benefits chart in Chapter 4. Your covered services for prescription drugs are discussed in Chapter 5.

Section 1.2 – Basic rules for getting your medical care covered by our plan

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

We will generally cover your medical care as long as:

- The care you receive is included in our plan's Medical Benefits Chart in Chapter 4.
- 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.
 - In most situations, your network PCP must give you approval in advance (a referral) before you can use other providers in our plan's network, such as specialists, hospitals, skilled nursing facilities, or home health care agencies. For more information, go to Section 2.3.
 - You don't need referrals from your PCP for emergency care or urgently needed services. To learn about other kinds of care you can get without getting approval in advance from your PCP, go to Section 2.2.

- You must get care from a network provider (go to Section 2). 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 you have to pay the provider in full for the services you get. Here are 4 exceptions:
 - Our plan covers care or urgently needed services you get from an out-of-network provider. For more information about this, and to see what emergency or urgently needed services are, go to Section 3.
 - 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. If we or our Medical Group authorize the services before you get the care. 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, got to Section 2.4.
 - Our plan covers kidney dialysis services you get at a Medicare-certified dialysis facility when you are temporarily outside our plan's service area or when your provider for this service is temporarily unavailable or inaccessible. The cost sharing you pay our plan for dialysis can never be higher than the cost sharing in Original Medicare. If you are outside our plan's service area and get dialysis from a provider that is outside our plan's network, your cost-sharing cannot be higher the cost sharing you pay in-network. However, if your usual in-network provider for dialysis is temporarily unavailable and you choose to get services inside the service area from a provider outside our plan's network, your cost-sharing for the dialysis may be higher
 - If you receive care from network providers in other Kaiser Permanente regions described in Section 2.4 in this chapter.

Section 2 — Use providers in our plan's network to get 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?

As a member, you must choose one of our available network providers to be your primary care provider. Your primary care provider is a physician who meets state requirements and is trained to give you primary medical care. Your PCP will usually practice general medicine (also called adult or internal medicine and family practice). PCPs are identified in the **Provider Directory**.

Your PCP provides, prescribes, or authorizes medically necessary covered services. Your PCP will provide most of your routine or basic care and provide a referral as needed to see other network providers for other care you need. For example, to see a specialist, you usually need to get your PCP's approval first (this is called getting a "referral" to a specialist). There are a few types of covered services you can get on your own without contacting your PCP first (see Section 2.2 in this chapter).

Your PCP will also coordinate your care. "Coordinating" your care includes checking or consulting with other network providers about your care and how it is going. In some cases, your PCP will need to get prior authorization (prior approval) from us (see Section 2.3 in this chapter for more information).

How do you choose or change your PCP?

As explained above, your PCP plays an important role in your health care. That's why we require you to have a PCP. If you do not select a PCP when you enroll, we will assign you a physician and notify you accordingly.

You can change your PCP for any reason, at any time from our available PCPs, including if you need to select a new PCP because your PCP isn't part of our network of providers any longer. Your PCP selections will be effective immediately.

To choose or change your PCP, please call Members Services or visit **kp.org/doctor**.

When you call, tell us if you are seeing specialists or getting other covered services that need your PCP's approval (such as home health services and durable medical equipment) so we can tell you if you need to get a referral from your new PCP to continue the services. Also, if there is a particular network specialist or hospital that you want to use, check with us to find out if your PCP makes referrals to that specialist or uses that hospital.

Please see your Provider Directory or call Member Services for more information about selecting a PCP and which providers are accepting new patients.

Section 2.2 – Medical care you can get without a PCP referral

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

- Routine women's health care, including 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 vaccines, Hepatitis B vaccines, pneumonia vaccines, as long as you get them from a network provider.
- Emergency services from network providers or from out-of-network providers.

- Urgently needed plan-covered services, are services that require immediate medical attention (be not an emergency) if you're either temporarily outside our plan's service area, or it is unreasonable given your time, place, and circumstances to get this service from network providers. Examples of urgently needed services are unforeseen medical illnesses and injuries or unexpected flare-ups of existing conditions. Medically necessary routine provider visits (like annual checkups) are not considered urgently needed even if you are outside our plan's service area or our plan network is temporarily unavailable.
- Kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside our service area. If possible, call Member Services at 1-888-777-5536 (TTY users call 711) before you leave the service area so we can help arrange for you to have maintenance dialysis while you're away.
- Kidney disease education visits, as long as you receive services from a network provider.
- Preventive dental care, as long as you receive services from a network provider.
- Preventive care, except for abdominal aortic aneurysm screening, bone mass measurement, cardiovascular screening, colorectal cancer screening, and medical nutrition therapy.

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 from your PCP

You will usually see your PCP first for most of your routine health care needs. There are only a few types of covered services you may get on your own, without getting approval from your PCP first, which are described in Section 2.2 of this chapter.

Referrals to network providers

When your PCP prescribes care that isn't available from a PCP (for example, specialty care), he or she will give you a referral to see a network specialist or another network provider as needed. If your PCP refers you to a network specialist, the referral will be for a specific treatment plan. Your treatment plan may include a standing referral if ongoing care from the specialist is prescribed. We will send you a written referral to authorize an initial consultation or a specified number of visits with a network specialist. After your initial consultation with the network specialist, you must then return to your PCP unless we have authorized more visits as specified in the written referral that we gave you. Don't return to the network specialist after your initial consultation visit unless we have authorized additional visits in your referral. Otherwise, the services may not be covered.

For some types of network specialty care, your PCP may need to get approval in advance from our plan. If there is a particular network specialist or hospital that you want to use, check first to be sure your PCP makes referrals to that specialist.

Prior authorization

For the services and items listed below your network provider will need to get approval in advance from our plan or Medical Group (this is called getting "prior authorization"). Decisions regarding requests for authorization will be made only by licensed physicians or other appropriately licensed medical professionals. If you ever disagree with authorization decisions, you can file an appeal as described in Chapter 9.

- Services and items identified in Chapter 4 with a footnote (†).
- For certain network specialty care, your PCP will need to request that we authorize the referral before you can see the specialty care network provider. If we authorize the referral, it will be for a specific treatment plan as explained above (see "Referrals to network providers" for details).
- If your network provider decides that you require covered services not available from network providers, he or she will recommend to Medical Group that you be referred to an out-of-network provider inside or outside our service area. The appropriate Medical Group designee will authorize the services if he or she determines that the covered services are medically necessary and are not available from a network provider. Referrals to out-of-network providers will be for a specific treatment plan, which may include a standing referral if ongoing care is prescribed. It specifies the duration of the referral without having to get additional approval from us. Please ask your network provider what services have been authorized if you are not certain. If the out-of-network specialist wants you to come back for more care, be sure to check if the referral covers the additional care. If it doesn't, please contact your network provider.
- After we are notified that you need post-stabilization care from an out-of-network provider following emergency care, we will discuss your condition with the out-of-network provider. If we decide that you require post-stabilization care and that this care would be covered if you received it from a network provider, we will authorize your care from the out-of-network provider only if we cannot arrange to have a network provider (or other designated provider) provide the care. Please see Section 3.1 in this chapter for more information.
- Medically necessary transgender surgery and associated procedures.
- Medically necessary bariatric surgery.
- Care from a religious non-medical health care institution described in Section 6 of this chapter.

- If your network provider makes a written or electronic referral for a transplant, the Medical Group's regional transplant advisory committee and National Transplant Services (NTS) will authorize the services if it determines that they are medically necessary or covered in accord with Medicare guidelines. In cases where no transplant committee or board exists, Medical Group will refer you to physician(s) at a transplant Center of Excellence. An authorization will be issued for medically necessary transplant services or covered in accord with Medicare guidelines in collaboration with the Kaiser Permanente Referring Specialist and the Transplant Team at the Center of Excellence.
- For nonemergency inpatient admissions, Medical Group and our plan will coordinate your care and determine which hospital or facility you will be admitted. Your network provider must receive prior authorization from us for nonemergency admissions, including admissions to behavioral health, skilled nursing facilities, inpatient rehabilitation or other inpatient settings. We will determine the most appropriate facility for care. Depending upon your medical needs, we may transfer you from one network hospital or other inpatient setting, to another network hospital where Medical Group physicians are always on duty. In addition, we may transfer you from one network skilled nursing facility to another where Medical Group physicians make rounds and are available for urgent care.

When a specialist or another network provider leaves our plan

We may make changes to the hospitals, doctors, and specialists (providers) in our plan's network during the year. If your doctor or specialist leaves your plan, you have these rights and protections:

- 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 notify you that your provider is leaving our plan so that you have time to select a new provider.
 - If your primary care or behavioral health provider leaves our plan, we will notify you if you have seen that provider within the past 3 years.
 - If any of your other providers leave our plan, we will notify you if you are assigned to the provider, currently receive care from them, or have seen them within the past 3 months.
- We will help you choose a new qualified in-network provider for continued care.
- If you are undergoing medical treatment or therapies with your current provider, you have the right to ask to continue getting, medically necessary treatment or therapies. We'll work with you so you can continue to get care.
- We will give you information about different enrollment periods and options you may have for changing plans.
- When an in-network provider or benefit is unavailable or inadequate to meet your medical needs, we'll arrange for any medically necessary covered benefit outside of our provider network at in-network cost sharing. Please contact us so we can authorize the services.

- 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 our plan, or both (go to Chapter 9).

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

Care you get from an out-of-network provider will not be covered except in the following situations:

- 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 mean, see Section 3 in this chapter.
- We or Medical Group authorizes a referral to an out-of-network provider described in Section 2.3 of this chapter.
- Kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside our service area.
- If you visit the service area of another Kaiser Permanente region, you can receive certain care covered under this **Evidence of Coverage** from designated providers in that service area. Please call our Care Away from Home travel line at **1-951-268-3900** (TTY **711)**, 24 hours a day, 7 days a week (except holidays), or visit our website at **kp.org/travel** for more information about getting care when visiting another Kaiser Permanente Region's service area, including coverage information and facility locations. Kaiser Permanente is located in California, Colorado, District of Columbia, Georgia, Hawaii, Maryland, Oregon, Virginia, and Washington. **Note:** Our care away from home travel line can also answer questions about covered emergency or urgent care services you receive out-of-network, including how to get reimbursement.

Section 3 — How to get services in an emergency or urgent need for care.

Section 3.1 – Get 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 inside or outside the United States.
- As soon as possible, make sure our plan has been told about your emergency. We need to follow up on your emergency care. You or someone else should call to tell us about your emergency care, usually within 48 hours. The number to call is listed on the back of your plan membership card.

Covered services in 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.

We will partner with the doctors who are providing the emergency care to help manage and follow up on your care. 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. We will cover your follow-up post-stabilization care in accord with Medicare guidelines. It is very important that your provider call us to get authorization for post-stabilization care before you receive the care from the out-of-network provider. In most cases, you will only be held financially liable if you are notified by the out-of-network provider or us about your potential liability.

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 says it was not an emergency, we will cover additional care only if you get the additional care in one of these 2 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 below for getting this urgent care.

Section 3.2 – Get care when you have an urgent need for services

A service that requires immediate medical attention (but isn't an emergency) is an urgently needed service if either you are temporarily outside our plan's service area, or it is unreasonable given your time, place, and circumstances to get this service from network providers. Examples of urgently needed services are unforeseen medical illnesses and injuries, or unexpected flare-ups of existing conditions. However, medically necessary routine provider visits, such as annual checkups, are not considered urgently needed even if you are outside our plan's service area or our plan network is temporarily unavailable

We know that sometimes it's difficult to know what type of care you need. That's why we have telephone advice nurses available to assist you. Our advice nurses are registered nurses specially trained to help assess medical symptoms and provide advice over the phone, when medically appropriate. Whether you are calling for advice or to make an appointment, you can speak to an advice nurse.

They can often answer questions about a minor concern, tell you what to do if a network facility is closed, or advise you about what to do next, including making a same-day urgent care appointment for you if it's medically appropriate. To speak with an advice nurse 24 hours a day, 7 days a week or make an appointment, please call **1-800-777-7904** (TTY **711**), or refer to your **Provider Directory** for appointment and advice telephone numbers.

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

- You are temporarily outside of our service area.
- The services were necessary to treat an unforeseen illness or injury to prevent serious deterioration of your health.
- It was not reasonable to delay treatment until you returned to our service area.
- The services would have been covered had you received them from a network provider.

Section 3.3 – Get 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 our plan.

Visit **kp.org** for information on how to get needed care during a disaster.

If you cannot use a network provider during a disaster, our plan will allow you to obtain care from out-of-network providers at in-network cost-sharing. If you cannot use a network pharmacy during a disaster, you may be able to fill your prescription drugs at an out-of-network pharmacy. Go to Chapter 5, Section 2.5.

Section 4 — What if you are billed directly for the full cost of covered services?

If you have paid more than your plan cost-sharing for covered services, or if you have received a bill for the full cost of covered medical services, go to Chapter 7, "Asking us to pay our share of a bill you have received for covered medical services or drugs," for information about what to do.

Section 4.1 – If services aren't covered by our plan, you must pay the full cost

Our plan covers all medically necessary services as listed in the Medical Benefits Chart in Chapter 4. If you get services that aren't covered by our plan or you get services out-of-network without authorization, you are responsible for paying the full cost of services.

For covered services that have a benefit limitation, you also pay the full cost of any services you get after you have used up your benefit for that type of covered service. Any amounts you pay after the benefit has been exhausted will not count toward the maximum out-of-pocket amount.

Section 5 — Medical services 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. When you're in a clinical research study, you can stay enrolled in our plan and continue to get the rest of your care (care that's not related to the study) through our plan.

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, 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. You will need to provide documentation to show us how much you paid.

If you want to participate in a Medicare-approved clinical research study, you do not need to tell us or 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 (This does not apply to covered benefits that require a clinical trial or registry to assess the benefit, including certain benefits requiring coverage with evidence development (NCDs-CED) and investigational device exemption (IDE) studies. These benefits may also be subject to prior authorization and other plan rules.)

While you do not need 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 not approved by Medicare, you will be responsible for paying all costs for your participation in the study.

Section 5.2 – Who pays for services in a clinical research study?

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 7 for more information for submitting requests for payments.

Example of the cost-sharing in a clinical trial: Let's say that you have a lab test that costs \$100 as part of the research study. Your share of the costs for this test is \$20 under Original Medicare, but the test would be \$10 under our plan. In this case, Original Medicare would pay \$80 for the test, and you would pay the \$20 copay required under Original Medicare. You would notify our plan that you received a qualified clinical trial service and submit documentation, such as a provider bill to our plan. Our plan would then directly pay you \$10. This makes your net payment for the test \$10, the same amount you would pay under our plan's benefits.

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

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

Get more information about jointing a clinical research study

Get more information about joining a clinical research in the Medicare publication Medicare and Clinical Research Studies available at www.medicare.gov/Pubs/pdf/02226-Medicare-and-Clinical-Research-Studies.pdf.) You can also call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

SECTION 6 — Rules for getting care in a religious non-medical health care institution

Section 6.1 – 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 – How to get 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 only covers non-religious aspects of care.
- If you get services from this institution 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.

Note: Covered services are subject to the same limitations and cost-sharing required for services provided by network providers as described in Chapter 4 and Chapter 12.

Section 7 — Rules for ownership of durable medical equipment

Section 7.1 – You won't own some 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 some DME items, like prosthetics. Other types of DME 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 our plan, you will not get ownership of rented DME items no matter how many copayments you make for the item while a member of our plan. You won't get ownership even if you made up to 12 consecutive payments for the DME item under Original Medicare before you joined our plan.

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

If you did not get 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 DME item. The payments you made while enrolled in our plan do not count towards these 13 payments.

Example 1: You made 12 or fewer consecutive payments for the item in Original Medicare and then joined our plan. The payments you made in Original Medicare do not count.

Example 2: You made 12 or fewer consecutive payments for the item in Original Medicare and then joined our plan. You didn't get ownership of the item 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. Any payments you already made (whether to our plan or to Original Medicare) do not count.

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

If you qualify for Medicare oxygen equipment coverage, our plan 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 our plan 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 5 years you can choose to stay with the same company or go to another company. At this point, the 5-year cycle starts over again, even if you remain with the same company, and you're again required to pay copayments for the first 36 months. If you join or leave our plan, the 5-year cycle starts over.

<u>Chapter 4 — Medical Benefits Chart (what's covered and what you pay)</u>

Section 1 – Understanding your out-of-pocket costs for covered services

The Medical Benefits Chart lists your covered services and shows how much you pay for each covered service as a member of our plan. This section also gives information about medical services that are not covered and explains limits on certain services. In addition, please see Chapter 3, Chapter 11, and Chapter 12 for additional coverage information, including limitations (for example, coordination of benefits, durable medical equipment, home health care, skilled nursing facility care, and third party liability).

Section 1.1 – Out-of-pocket costs you may pay for your covered services

Types of out-of-pocket costs you may pay for your covered services include:

- **Copayment:** the fixed amount you pay each time you get certain medical services. You pay a copayment at the time you get the medical service. (The Medical Benefits Chart tells you more about your copayments.)
- Coinsurance: the percentage you pay of the total cost of certain medical services. You pay a coinsurance at the time you get the medical service. (The Medical Benefits Chart tells you more about your coinsurance.)

Most people who qualify for Medicaid or for the Qualified Medicare Beneficiary (QMB) program don't pay deductibles, copayments or coinsurance. If you're in one of these programs, be sure to show your proof of Medicaid or QMB eligibility to your provider.

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

A Medicare Advantage Plan, has a limit on the total amount you have to pay out-of-pocket each year for in-network medical services covered under Medicare Part A and Part B. This limit is called the maximum out-of-pocket (MOOP) amount for medical services. For calendar year 2026 the MOOP amount is \$3,400.

The amounts you pay for copayments and coinsurance for in-network covered services count toward this maximum out-of-pocket amount. The amounts you pay for your Part D drugs do not count toward your maximum out-of-pocket amount. In addition, amounts you pay for some services do not count toward your maximum out-of-pocket amount. These services are marked with an asterisk (*) in the Medical Benefits Chart. If you reach the maximum out-of-pocket amount of \$3,400, 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 – Providers aren't allowed to balance bill you

As a member of our plan, you have an important protection because you only have to pay your cost-sharing amount when you get services covered by our plan. Providers can't bill you for additional separate charges, called **balance billing**. This protection applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don't pay certain provider charges. Here is how this protection works:

- If your cost-sharing is a copayment (a set amount of dollars, for example, \$15), 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), you never pay more than that percentage. However, your cost depends on which type of provider you see:
 - If you get covered services from a network provider, you pay the coinsurance percentage multiplied by our plan's reimbursement rate (as determined in the contract between the provider and our plan).
 - If you get 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. (Our 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 get covered services from an out-of-network provider who doesn't participate with Medicare, you pay the coinsurance percentage multiplied by the Medicare payment rate for non-participating providers. (Our 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 outside the service area.)
- If you think a provider has balance billed you, call Member Services at 1-888-777-5536 (TTY users call 711).

SECTION 2 – The Medical Benefits Chart shows your medical benefits and costs

The Medical Benefits Chart on the following next pages lists the services we cover and what you pay out-of-pocket for each service. (Part D prescription drug coverage is in Chapter 5). The services listed in the Medical Benefits Chart are covered only when these are met:

- Your Medicare-covered services must be provided according to the Medicare coverage guidelines.
- Your services (including medical care, services, supplies, equipment, and Part B drugs) must be medically necessary. **Medically necessary** means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

- For new enrollees, your MA coordinated care plan must provide a minimum 90-day transition period, during which time the new MA plan can't require prior authorization for any active course of treatment, even if the course of treatment was for a service that commenced with an out-of-network provider.
- You get your care from a network provider. In most cases, care you get from an
 out-of-network provider won't be covered, unless it's emergent or urgent care or unless your
 plan or a network provider gave you a referral. This means you pay the provider in full for
 out-of-network services you get.
- You have a primary care provider (a PCP) providing and overseeing your care. In most situations, your PCP must give you approval in advance (a referral) before you can see other providers in our plan's network.
- Some of the services listed in the Medical Benefits Chart are covered only if your doctor or other network provider gets approval from us in advance (sometimes called **prior authorization**). Covered services that need approval in advance are marked in the Medical Benefits Chart with a footnote (†). In addition, see Chapter 3, Section 2.3, for more information about prior authorization, including other services that require prior authorization that are not listed in the Medical Benefits Chart.
- If your coordinated care plan provides approval of a prior authorization request for a course of treatment, the approval must be valid for as long as medically reasonable and necessary to avoid disruptions in care in accordance with applicable coverage criteria, your medical history, and the treating provider's recommendation.

Other important things to know about our coverage:

- 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. (To learn more about the coverage and costs of Original Medicare, go to your Medicare & You 2026 handbook. View it online at www.medicare.gov or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227) TTY users should call 1-877-486-2048.)
- For all preventive services that are covered at no cost under Original Medicare, we also cover those services at no cost to you. However, if you're also treated or monitored for an existing medical condition during the visit when you receive the preventive service, a cost-sharing will apply for the care you got for the existing medical condition.
- If Medicare adds coverage for any new services during 2026, either Medicare or our plan will cover those services.
- This apple shows preventive services in the Medical Benefits Chart.

Medical Benefits Chart

Covered Service

What you pay



Abdominal aortic aneurysm screening†

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

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

Acupuncture for chronic low back pain†

Covered services include:

- Up to 12 visits in 90 days are covered for Medicare beneficiaries under the following circumstances:
 - ♦ For the purpose of this benefit, chronic low back pain is defined as:
 - o lasting 12 weeks or longer.
 - o nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious, disease, etc.).
 - o not associated with surgery.
 - o not associated with pregnancy.

An additional 8 sessions will be covered for those patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered annually. Treatment must be discontinued if the patient is not improving or is regressing.

Provider requirements:

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

Physician assistants (PAs), nurse practitioners (NPs)/clinical nurse specialists (CNSs) (as

\$15 per visit

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

identified in 1861(aa)(5) of the Act), and auxiliary personnel may furnish acupuncture if they meet all applicable state requirements and have:

- A master's or doctoral level degree in acupuncture or Oriental Medicine from a school accredited by the Accreditation Commission on Acupuncture and Oriental Medicine (ACAOM); and,
- A current, full, active, and unrestricted license to practice acupuncture in a state, territory, or commonwealth (i.e., Puerto Rico) of the United States, or District of Columbia.

Auxiliary personnel furnishing acupuncture must be under the appropriate level of supervision of a physician, PA, or NP/CNS required by regulations at 42 CFR §§ 410.26 and 410.27.

Ambulance services

Covered ambulance services, whether for an emergency or non-emergency† situation, include fixed wing, rotary wing, and ground ambulance services to the nearest appropriate facility that can provide care if they are furnished to a member whose medical condition is such that other means of transportation could endanger the person's health or if authorized by our plan. If the covered ambulance services are not for an emergency situation, it should be documented that the member's condition is such that other means of transportation could endanger the person's health and that transportation by ambulance is medically required.

We also cover the services of a licensed ambulance anywhere in the world without prior authorization (including transportation through the 911 emergency response system where available) if you reasonably believe that you have an emergency medical condition and you reasonably believe that your condition requires the clinical support of ambulance transport services.

You pay \$50 per one-way trip

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay



Annual routine physical exams

Routine physical exams are covered if the exam is medically appropriate preventive care in accord with generally accepted professional standards of practice.

There is no coinsurance, copayment, or deductible for this preventive care.



Annual wellness visit

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

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

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



🍑 Bone mass measurement†

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

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



Breast cancer screening (mammograms)

Covered services include:

- One baseline mammogram between the ages of 35 and 39.
- One screening mammogram every 12 months for women aged 40 and older.

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

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Covered Service What you pay • Clinical breast exams once every 24 months. Cardiac rehabilitation services† You pay \$20 per visit Comprehensive programs of cardiac rehabilitation services that include exercise, education, and counseling are covered for members who meet certain conditions with a doctor's order. Our plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs. Cardiovascular disease risk reduction visit (therapy for cardiovascular disease) We cover one visit per year with your primary care doctor to help lower your risk for cardiovascular There is no coinsurance, copayment, or disease. During this visit, your doctor may discuss deductible for the intensive behavioral aspirin use (if appropriate), check your blood therapy cardiovascular disease pressure, and give you tips to make sure you're preventive benefit. eating healthy. Cardiovascular disease testing† Blood tests for the detection of cardiovascular There is no coinsurance, copayment, disease (or abnormalities associated with an or deductible for cardiovascular elevated risk of cardiovascular disease) once every disease testing that is covered once 5 years (60 months). every 5 years. Cervical and vaginal cancer screening Covered services include: There is no coinsurance, copayment, • For all women: Pap tests and pelvic exams are or deductible for Medicare-covered covered once every 24 months. preventive Pap and pelvic exams. • If you are at high risk of cervical or vaginal cancer or you are of childbearing age and have had an abnormal Pap test within the past 3 years: one Pap test every 12 months. Chiropractic services† You pay \$20 per visit Covered services include: • We cover only manual manipulation of the spine to correct subluxation.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

• These Medicare-covered services are provided by a network chiropractor. For the list of network chiropractors, please refer to the Provider Directory.

Chronic pain management and treatment services

You pay \$20 per visit

Covered monthly services for people living with chronic pain (persistent or recurring pain lasting longer than 3 months). Services may include pain assessment, medication management, and care coordination and planning.



Colorectal cancer screening

The following screening test are covered:

- Colonoscopy has no minimum or maximum age limitation and is covered once every 120 months (10 years) for patients not at high risk, or 48 months after a previous flexible sigmoidoscopy for patients who are not at high risk for colorectal cancer, and once every 24 months for high risk patients after a previous screening colonoscopy.
- Computed tomography colonography for patients 45 years and older who are not at high risk of colorectal cancer and is covered when at least 59 months have passed following the month in which the last screening computed tomography colonography was performed or 47 months have passed following the month in which the last screening flexible sigmoidoscopy or screening colonoscopy was performed. For patients at high risk for colorectal cancer, payment may be made for a screening computed tomography colonography performed after at least 23 months have passed following the month in which the last screening computed tomography colonography or the last screening colonoscopy was performed.

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

If your doctor finds and removes a polyp or other tissue during the colonoscopy or flexible sigmoidoscopy, the screening exam becomes a diagnostic exam and you pay **\$0**.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- Flexible sigmoidoscopy for patients 45 years and older. Once every 120 months for patients not at high risk after the patient received a screening colonoscopy. Once every 48 months for high-risk patients from the last flexible sigmoidoscopy or computed tomography colonography.
- Screening fecal-occult blood tests for patients 45 years and older. Once every 12 months.
- Multitarget stool DNA for patients 45 to 85 years of age and not meeting high risk criteria. Once every 3 years.
- Blood-based Biomarker Tests for patients 45 to 85 years of age and not meeting high risk criteria. Once every 3 years.
- Colorectal cancer screening tests include a follow-on screening colonoscopy after a Medicare-covered non-invasive stool-based colorectal cancer screening test returns a positive result.
- Colorectal cancer screening tests include a planned screening flexible sigmoidoscopy or screening colonoscopy that involves the removal of tissue or other matter, or other procedure furnished in connection with, as a result of, and in the same clinical encounter as the screening test.
- Procedures performed during a screening colonoscopy (for example, removal of polyps).
- Colonoscopies following a positive gFOBT or FIT test or a flexible sigmoidoscopy screening.

Note: All other colonoscopies are subject to the applicable cost-sharing listed elsewhere in this chart.

No charge

Dental services*†

In general, preventive dental services (such as cleaning, routine dental exams, and dental X-rays)

Refer to "Dental benefits and fee schedule" at the end of the Medical

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Covered Service What you pay aren't covered by Original Medicare. However, Benefits Chart for cost-sharing Medicare pays for dental services in a limited information. number of circumstances, specifically when that service is an integral part of specific treatment of a person's primary medical condition. Examples include reconstruction of the jaw after a fracture or injury, tooth extractions done in preparation for radiation treatment for cancer involving the jaw, or oral exams prior to organ transplantation. We also cover dental services necessary to ensure Office visits: the oral cavity is clear of infection prior to being You pay \$20 per visit placed on the transplant wait list for allogeneic stem cell/bone marrow, heart, kidney, liver, lung, X-rays: pancreas, and multiple-organ transplants. In the case No charge of urgent transplantation, these services may be **Outpatient surgery:** performed post-transplant. Service include: \$25 per visit • Examination and evaluation of the oral cavity. • Treatment services including extractions necessary for the transplant. • Relevant dental X-rays. • Cleaning. • Fluoride treatments. Accidental dental services: Prompt repair, but not replacement, of sound natural teeth within one year You pay \$20 per visit of the accident, when services begin within 60 days of the injury. Note: Injuries incurred while eating or chewing are not covered. Depression screening We cover one screening for depression per year. There is no coinsurance, copayment, or The screening must be done in a primary care deductible for an annual depression setting that can provide follow-up treatment and/or screening visit. referrals. There is no coinsurance, copayment, or Diabetes screening deductible for the Medicare-covered diabetes screening tests.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Covered Service What you pay 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. You may be eligible for up to 2 diabetes screenings every 12 months following the date of your most recent diabetes screening test. Diabetes self-management training, diabetic services, and supplies For all people who have diabetes (insulin and non-insulin users), Covered services include: No charge • †Supplies to monitor your blood glucose: blood glucose monitor, blood glucose test strips, lancet devices and lancets, and glucose-control solutions for checking the accuracy of test strips and monitors. †For people with diabetes who have severe diabetic foot disease: One pair per calendar year of therapeutic custom-molded shoes (including inserts provided with such shoes) and 2 No charge additional pairs of inserts, or one pair of depth shoes and 3 pairs of inserts (not including the non-customized removable inserts provided with such shoes). Coverage includes fitting. There is no coinsurance, copayment, or Diabetes self-management training is covered deductible for members eligible for the under certain conditions. diabetes self-management training preventive benefit. Durable medical equipment (DME) and related supplies† No charge (For a definition of durable medical equipment, go to Chapter 12 and Chapter 3.)

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

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

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

We also cover the following phototherapy equipment for home use that isn't covered by Medicare when medically necessary for the following conditions:

- Cutaneous T-cell lymphoma.
- Pityriasis lichenoides chronica.
- Recalcitrant prurigo and pruritis.
- Lichen planus.
- Severe widespread eczema that has failed topical treatments.
- Vitiligo in some circumstances.

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.

\$50 per Emergency Department visit.

This copayment does not apply if you are immediately admitted directly to the hospital as an inpatient (it does apply if you are admitted to the hospital as an outpatient; for example, if you are admitted for observation).

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

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 have worldwide emergency care coverage.

 Outpatient prescription drugs prescribed and provided outside the United States as part of covered Emergency Care are covered. These drugs are not covered under the Medicare Part D benefit and do not accumulate to the Part D thresholds (the maximum drug costs paid by the member as established by CMS in order for the member to qualify for the next level of health plan coverage or cost share). †If you receive emergency care at an out-of-network hospital and need inpatient care after your emergency condition is stabilized, you must return to a network hospital in order for your care to continue to be covered or you must have your inpatient care at the out-of-network hospital authorized by our plan and your cost is the cost-sharing you would pay at a network hospital.

Fitness benefit (One Pass™)

A fitness benefit is provided through the One Pass program to help members take control of their health and feel their best. The One Pass program includes:

• Gyms and Fitness Locations: You receive a membership with access to a wide variety of in-network gyms through the core and premium network. Fitness locations include national, local, and community fitness centers and boutique studios. You can use any in-network location, and you may use multiple participating fitness locations during the same month. Participating gyms and fitness centers may vary by location and are subject to change.

No charge

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- Online Fitness: You have access to live, digital fitness classes and on-demand workouts through the One Pass member website or mobile app.
- Fitness and Social Activities: You also have access to groups, clubs, and social events through the One Pass member website.
- Home Fitness Kits: If you prefer to work out at home, you can also select one home fitness kit per calendar year for Strength, Yoga, or Dance. Kits are subject to change and once selected cannot be exchanged.

For more information about participating gyms and fitness locations, the program's benefits, or to set up your online account, please visit www.YourOnePass.com or call 1-877-614-0618 (TTY 711), Monday through Friday, 9 a.m. to 10 p.m.

The following are not covered: Additional services (such as personal training, fee-based group fitness classes, expanded access hours, or additional classes outside of the standard membership offering).

One Pass® is a registered trademark of Optum, Inc. in the U.S. and other jurisdictions and is a voluntary program. The One Pass program and amenities vary by plan, area, and location. The information provided under this program is for general informational purposes only and is not intended to be nor should be construed as medical advice. One Pass is not responsible for the services or information provided by third parties. Individuals should consult an appropriate health care professional before beginning any exercise program and/or to determine what may be right for them.

Fitness benefit (memory)

A subscription to online brain training system (called Brain HQ) to improve attention, brain speed, memory, people skills, navigation, and intelligence.

No charge

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay



Health and wellness education programs

These programs focus on healthy lifestyles such as weight management, mental wellness, bladder control, and falls prevention, and clinical conditions such as diabetes, cholesterol, and pain management. Programs are designed to enrich the wellbeing of members through classes that are available at Kaiser Permanente medical centers and online classes. Other self-guided programs and tools are available online and include recipes, information on a variety of health topics, a health encyclopedia, a drug encyclopedia, videos, digital coaching, health calculators which help members check their progress to better health, walking, and weight control programs. Access to this information as well as online sign up for classes available in your area, can be found at kp.org/healthyliving/mas.

No charge

Hearing aids

Medically necessary hearing aids, hearing aid evaluations and diagnostic procedures to determine the hearing aid model, which will best compensate for loss of hearing with Plan Providers. The following hearing aid models are covered:

You pay nothing for one hearing aid for each ear every 36 months.

- in the ear:
- behind the ear;
- on the body; and
- on the eyeglass temple

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.

You pay \$20 per visit



HIV screening

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

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

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- One screening exam every 12 months.
- If you are pregnant, we cover up to 3 screening exams during a pregnancy.

Home based palliative care†

Services not covered by Medicare in the home are provided in the form of palliative care to diminish symptoms of terminally ill members with a life expectancy of 7–12 months. Services include non-Medicare covered interdisciplinary palliative care support from physicians, nurses and other clinicians providing services in the home.

No charge

Home health agency care†

Before you get 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
- Physical therapy, occupational therapy, and speech therapy.
- Medical and social services.
- Medical equipment and supplies.

No charge

Note: There is no cost -sharing for home health care services and items provided in accord with Medicare guidelines. However, the applicable cost-sharing listed elsewhere in this Medical Benefits Chart will apply if the item is covered under a different benefit; for example, durable medical equipment not provided by a home health agency.

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 example, antivirals, immune globulin), equipment (for example, a pump), and supplies (for example, tubing and catheters).

No charge for professional services, training, and monitoring.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

Covered services include, but are not limited to:

- Professional services, including nursing services, furnished in accordance with the plan of care.
- Patient training and education not otherwise covered under the durable medical equipment benefit.
- Remote monitoring.
- Monitoring services for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy supplier.

Note: The components (such as, Medicare Part B drugs, DME, and medical supplies) needed to perform home infusion may be subject to the applicable cost-sharing listed elsewhere in this Medical Benefits Chart depending on the item.

We cover home infusion supplies and drugs if all of the following are true:

- Your prescription drug is on our Medicare Part D formulary.
- We approved your prescription drug for home infusion therapy.
- Your prescription is written by a network provider and filled at a network home-infusion pharmacy.

No charge

Note: If a covered home infusion supply or drug is not filled by a network home-infusion pharmacy, the supply or drug may be subject to the applicable cost-sharing listed elsewhere in this document depending on the service.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

Home medical care not covered by Medicare (Advanced Care at Home)

We cover medical care in your home that is not otherwise covered by Medicare when found medically appropriate by a physician based on your health status, to provide you with an alternative to receiving acute care in a hospital. Services in the home must be:

- Prescribed by a network hospitalist who has determined that based on your health status, treatment plan, and home setting that you can be treated safely and effectively in the home.
- Elected by you because you prefer to receive the care described in your treatment plan in your home.

home.
We will provide the following services and items in

your home in accord with your treatment plan for as long as they are prescribed by a network hospitalist:

- Home visits by RNs and other healthcare professionals in accord with the home care treatment plan and the provider's scope of practice and license.
- The following equipment necessary to ensure that you are monitored appropriately in your home: blood pressure cuff/monitor, pulse oximeter, scale, and thermometer.
- Mobile imaging and tests such as labs, EKGs, and ultrasounds.

\$0

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

In addition, for Medicare-covered services and items listed below, the cost-sharing indicated elsewhere in this Medical Benefits Chart does not apply when the services and items are prescribed as part of your home treatment plan:

- Medical supplies.
- Physician assistant and nurse practitioner house calls or office visits.
- The following services at a network facility if the services are part of your home treatment plan:
 - Emergency Department visits associated with this benefit.
 - Outpatient observation visits associated with this benefit.

The cost-sharing indicated elsewhere in this Medical Benefits Chart will apply to all other services and items that aren't part of your home treatment plan (for example, medical supplies unrelated to your home treatment plan) or are part of your home treatment plan, but are not provided in your home except as listed above.

Note: For prescription drug cost-sharing information, please refer to the Medicare Part B prescription drug section in this chart and Chapter 6 for Medicare Part D prescription drugs.

Hospice care

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 your 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.

Members with Medicare Part B only must use a Plan hospice.

Medicare-certified hospice program,

and Part B services related to your

terminal prognosis are paid for by

Original Medicare, **not** our plan.

your hospice services and your Part A

When you enroll in a

Covered services include:

\$0

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- 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 and any Part A and Part B services related to your terminal prognosis. While you are in the hospice program, your hospice provider will bill Original Medicare for the services that Original Medicare pays for. You will be billed Original Medicare cost-sharing.

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

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

For services that are covered by our plan but are not covered by Medicare Part A or B: We 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.

For drugs that may be covered by our plan's Part D benefit: If these drugs are unrelated to your terminal hospice condition you pay cost-sharing. If

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Covered Service What you pay they are related to your terminal hospice condition then you pay Original Medicare cost-sharing. Drugs are never covered by both hospice and our plan at the same time. For more information, please see Chapter 5, Section 9.4. **Note:** If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services. You pay \$20 per visit. • Our plan covers hospice consultation services (one time only) for a terminally ill person who hasn't elected the hospice benefit. Immunizations Covered Medicare Part B services include: • Pneumonia vaccines. • Flu/influenza shots (or vaccines), once each flu/influenza season in the fall and winter, with additional flu/influenza shots (or vaccines) if There is no coinsurance, copayment, medically necessary. or deductible for the pneumonia, flu/influenza, Hepatitis B, and • Hepatitis B vaccines if you are at high or

- COVID-19 vaccines.
- Other vaccines if you are at risk and they meet Medicare Part B coverage rules.

intermediate risk of getting Hepatitis B.

We also cover most other adult vaccines under our Part D prescription drug benefit. Refer to Chapter 6, Section 7 for more information.

In addition, we cover the following routine immunizations endorsed by the Centers for Disease Control and Prevention (CDC) that is not covered by Medicare Part B:

Tetanus-diphtheria (Td) booster – once every 10 years, ages 19 and over (except as provided for under childhood immunizations).

COVID-19 vaccines.

No charge

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

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.

There is no limit to the number of medically necessary hospital days or services that are generally and customarily provided by acute care general hospitals.

Covered services include, but are not limited to:

- Semiprivate 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.

Per benefit period, for a Medicare-covered stay in a network hospital, you pay \$100

A benefit period begins on the first day you go to a Medicare-covered inpatient hospital or skilled nursing facility (SNF). The benefit period ends when you haven't been an inpatient at any hospital or SNF for 60 calendar days in a row.

†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

Note: If you are admitted to the hospital in 2025 and are not discharged until sometime in 2026, the 2025 cost-sharing will apply to that admission until you are discharged from the hospital or transferred to a skilled nursing facility.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- 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 we provide transplant services at a location outside the pattern of care for transplants in your community and you choose to obtain transplants at this distant location, we will arrange or pay for appropriate lodging and transportation costs for you and a companion, in accord with our travel and lodging guidelines, which are available from Member Services.
- Blood—including storage and administration. Coverage begins with the first pint of blood.
- 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.

Get more information in a Medicare fact sheet Medicare Hospital Benefits. This fact sheet is available at www.Medicare.gov/publications/11435-Medicare-Hospital-Benefits.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048.

Inpatient services in a psychiatric hospital†

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

You are covered for unlimited days each Benefit Period. There is no lifetime limit for stays in a Medicare-certified psychiatric facility, including Per benefit period, for a Medicare-covered stay in a network hospital, you pay \$100

A benefit period begins on the first day you go to a Medicare-covered inpatient hospital or skilled nursing facility

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Covered Service What you pay Mental Health services provided in a psychiatric (SNF). The benefit period ends when you haven't been an inpatient at any unit of a general hospital. hospital or SNF for 60 calendar days in a row. **Note:** If you are admitted to the hospital in 2025 and are not discharged until sometime in 2026, the 2025 cost-sharing will apply to that admission until you are discharged from the hospital or transferred to a skilled nursing facility. If your inpatient or SNF stay is no Inpatient stay: Covered services received in longer covered, we will continue to a hospital or SNF during a noncovered cover Medicare Part B services at the inpatient stay† applicable cost-sharing listed elsewhere If you've used up your inpatient mental health or in this Medical Benefits Chart when skilled nursing facility (SNF) benefits or if the provided by network providers. inpatient or SNF stay is not reasonable and necessary, we will not cover your inpatient or SNF stay. In some cases, we will cover certain services you receive while you are in the hospital or SNF. Covered services include, but are not limited to: • Physician services. • Diagnostic tests (like lab tests). • X rays, 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.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- 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.

$lef{f eta}$ Medical nutrition therapy \dagger

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

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

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

Medicare Diabetes Prevention Program (MDPP) †

MDPP services are covered for eligible people under all Medicare health plans.

MDPP is a structured health behavior change intervention that provides practical training in long-term dietary change, increased physical activity, and problem-solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.

There is no coinsurance, copayment, or deductible for the MDPP benefit.

Medicare Part B drugs†

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

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

- Some Antigens: Medicare covers antigens if a doctor prepares them and a properly instructed person (who could be you, the patient) gives them under appropriate supervision.
- Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, and topical anesthetics.
- Erythropoiesis-stimulating agents: Medicare covers erythropoietin by injection if you have End-Stage Renal Disease (ESRD) or you need this drug to treat anemia related to certain other conditions (such as Epogen®, Procrit®, Retacrit®, Epoetin Alfa, Aranesp®, Darbepoetin Alfa, Mircera®, or Methoxy polyethylene glycol-epoetin beta).
- 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.
- Insulin furnished through an item of durable medical equipment (such as a medically necessary insulin pump).
- Other drugs you take using durable medical equipment (such as nebulizers) that were authorized by our plan.
- The Alzheimer's drug, Leqembi® (generic name lecanemab), which is administered intravenously. In addition to medication costs, you may need additional scans and tests before and/or during treatment that could add to your overall costs. Talk to your doctor about what scans and tests you may need as part of your treatment
- Clotting factors you give yourself by injection if you have hemophilia.

For all other Medicare Part B prescription drugs, you pay the following, depending upon the type of pharmacy and drug:

Preferred network pharmacy located at a Kaiser Permanente facility or our mail-order pharmacy up to a 60-day supply:

Generic: \$15 Brand-name: \$15

Network pharmacy (an affiliated pharmacy) up to a 60-day supply:

Generic: \$25 Brand-name: \$25

Out-of-network pharmacy up to a 30-day supply:

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- Transplant/Immunosuppressive Drugs: Medicare covers transplant drug therapy if Medicare paid for your organ transplant. You must Medicare Part A at the time of the covered transplant, and you must have Part B at the time you get immunosuppressive drugs. Keep in mind, Medicare drug coverage (Part D) covers immunosuppressive drugs if Part B doesn't cover them.
- Certain oral anti-cancer drugs: Medicare covers some oral cancer drugs you take by mouth if the same drug is available in injectable form or the drug is a prodrug (an oral form of a drug that, when ingested, breaks down into the same active ingredient found in the injectable drug) of the injectable drug. As new oral cancer drugs become available, Part B may cover them. If Part B doesn't cover them, Part D does.
- Oral anti-nausea drugs: Medicare covers oral anti-nausea drugs you use as part of an anti-cancer chemotherapeutic regimen if they're administered before, at, or within 48 hours of chemotherapy or are used as a full therapeutic replacement for an intravenous anti-nausea drug.
- Certain oral End-Stage Renal Disease (ESRD) drugs covered under Medicare Part B.
- Calcimimetic medications under the ESRD payment system, including the intravenous medication Parsabiv,® and the oral medication Sensipar.®
- Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases.
- Parenteral and enteral nutrition (intravenous and tube feeding).

Generic: \$12.50 Brand-name: \$12.50

Network Long-term Care (an affiliated pharmacy) up to a 31-day supply:

Generic: \$12.50 Brand-name: \$12.50

Mail-order pharmacy up to a 90-day supply:

Generic: \$10 Brand-name: \$10

Preferred network pharmacy up to a 90-day supply:

Generic: \$22.50 Brand-name: \$22.50

Network pharmacy (an affiliated pharmacy) per 90-day supply:

Generic: \$37.50 Brand-name: \$37.50

Certain prescription drugs will have maximum quantity limits.

Note: If the retail price of a covered prescription drug or device is less than the plan copayment or coinsurance, you will pay the retail price of the drug.

Note:

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- We also cover some vaccines under our Part B and most adult vaccines under our Part D drug benefit.
- Chapter 5 explains our Part D drug benefit, including rules you must follow to have prescriptions covered. What you pay for your Part D drugs through our plan is explained in Chapter 6.

Nursing hotline

We have a nursing hotline available for members to call for assistance. Our telephone advice nurses are registered nurses specially trained to help assess medical symptoms and provide advice over the phone, when medically appropriate. Whether you are calling for advice or to make an appointment, you can speak to an advice nurse.

They can often answer questions about a minor concern, tell you what to do if a network facility is closed, or advise you about what to do next, including making a same-day urgent care appointment for you if it's medically appropriate. To speak with an advice nurse 24 hours a day, 7 days a week or make an appointment, please call our Consulting Nurse Service Department at 1-800-297-6877 (TTY 711).

\$0

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.

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

Opioid treatment program services†

Members of our plan with opioid use disorder (OUD) can receive coverage of services to treat OUD through an Opioid Treatment Program (OTP), which includes the following services:

†Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Covered Service	What you pay
• U.S. Food and Drug Administration (FDA)-approved opioid agonist and antagonist treatment medication-assisted treatment (MAT) medications.	No charge for clinically-administered Medicare Part B drugs when provided by an Opioid Treatment Program.
Dispensing and administration of MAT medications, (if applicable).	
Substance use counseling.	
Individual and group therapy.	
Toxicology testing.	You pay \$20 per visit.
Intake activities.	
Periodic assessments.	
Outpatient diagnostic tests and therapeutic services and supplies†	
Covered services include, but are not limited to:	
Laboratory tests.	No charge
• Electrocardiograms (EKGs), Holter monitoring, and electroencephalograms (EEGs).	G .
• X-rays.	
Blood – including storage and administration. Coverage begins with the first pint of blood.	No charge
Radiation (radium and isotope) therapy, including technician materials and supplies.	You pay \$20 per visit
Surgical supplies, such as dressings.	
• Splints, casts, and other devices used to reduce fractures and dislocations.	No charge
Other outpatient diagnostic tests. Magnetic resonance imaging (MRI), computed tomography (CT), positron emission tomography (PET), and nuclear medicine scans.	No charge

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

 Any diagnostic test or special procedure that is provided in an outpatient department of a hospital or ambulatory surgery center or in a hospital operating room, or if it is provided in any setting and a licensed staff member monitors your vital signs as you regain sensation after receiving drugs to reduce sensation or to minimize discomfort. You pay \$25 per visit.

Outpatient hospital observation†

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

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. Get more information in a Medicare fact sheet Medicare Hospital Benefits. This fact sheet is available at www.Medicare.gov/publications/ 11435-Medicare-Hospital-Benefits.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048.

When admitted directly to the hospital for observation as an outpatient, you pay \$25 per visit.

Note: There's no additional charge for outpatient observation stays when transferred for observation from an Emergency Department or following outpatient surgery.

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. **Emergency Department**

\$50 per visit.

Outpatient surgery:

\$25 per visit

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Covered Service	What you pay
 Covered services include, but are not limited to: Services in an emergency department or outpatient clinic, such as observation services or outpatient surgery. 	Refer to the "Outpatient hospital observation" section of this Medical Benefits Chart for the cost-sharing applicable to observation services.
 X-rays and other radiology services billed by the hospital. Laboratory and diagnostic tests billed by the hospital. Certain drugs and biologicals that you can't give yourself. Medical supplies such as splints and casts. †Blood transfusion (administration). 	No additional charge when received as part of the outpatient hospital visit.
Certain screenings and preventive services.	No charge for preventive services that are covered at no cost under Original Medicare.
 Mental health care, including care in a partial-hospitalization program, if a doctor certifies that inpatient treatment would be required without it. 	You pay \$20 per day
 Dental anesthesia and related hospital or ambulatory facility charges are covered when provided in conjunction with dental care to a member who is: seven years of age or younger or is developmentally disabled; and an individual for whom a successful result cannot be expected from care provided under local anesthesia because of a physical, intellectual, or other medically compromising condition; and an individual for whom a superior result can be expected from dental care provided under 	Outpatient Hospital/Ambulatory Surgery Services \$25 per Medicare-covered visit Note: If the procedure results in a situation that requires hospitalization and you are admitted as an inpatient, the cost-sharing for inpatient care would also apply (see "Inpatient hospital care" section in this Medical Benefits Chart for cost-sharing information).
local anesthesia because of a physical, intellectual, or other medically compromising condition; and	hospital care" see Benefits Chart fo

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- an extremely uncooperative, fearful, or uncommunicative child who is 17 years of age or younger with dental needs of such magnitude that treatment should not be delayed or deferred; and
- an individual for whom lack of treatment can be expected to result in oral pain, infection, loss of teeth, or other increased oral or dental morbidity; or an adult age 17 and older when the Member's medical condition (e.g., heart disease, hemophilia) requires that dental service be performed in a hospital or ambulatory surgical center for the safety of the member.

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.

Outpatient mental health care†

Covered services include:

- Mental health services provided by a state-licensed psychiatrist or doctor, clinical psychologist, clinical social worker, clinical nurse specialist, licensed professional counselor (LPC), licensed marriage and family therapist (LMFT), nurse practitioner (NP), physician assistant (PA), or other Medicare-qualified mental health care professional as allowed under applicable state laws.
- A subscription to online brain training system (called Brain HQ) to improve attention, brain speed, memory, people skills, navigation, and intelligence. to access the brain training system.

You pay \$20 per individual therapy visit or \$10 per group therapy visit

No charge

Outpatient rehabilitation services†

You pay \$20 per visit

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- Covered services include physical therapy, occupational therapy, and speech language therapy.
- Outpatient rehabilitation services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs).

Outpatient substance use disorder services†

Treatment for substance abuse is covered if medically necessary and reasonable for the patient's condition.

You pay \$20 per individual therapy visit or \$10 per group therapy visit.

Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers†

Note: If you are having surgery in a hospital facility, you should check with your provider about whether you will be an inpatient or outpatient. Unless the provider writes an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient surgery. Even if you stay in the hospital overnight, you might still be considered an outpatient.

In addition, we cover the following outpatient surgical procedures in an ASC not covered by Medicare:

 Non-emergency laparoscopic appendectomy and robotic prostatectomy procedures in an ASC if the member's health indicates that the procedure can be performed safely and effectively in that setting during regular ASC operating hours. You pay \$25 per visit.

Partial hospitalization services and Intensive outpatient services†

Partial hospitalization is a structured program of active psychiatric treatment, provided as a hospital

You pay \$20 per day

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Covered Service What you pay outpatient service or by a community mental health center that is more intense than the care received in your doctor's, therapist's, licensed marriage and family therapist's (LMFT) or licensed professional counselor's office and is an alternative to inpatient hospitalization. Note: Because there are no community mental health centers in our network, we cover partial hospitalization only as a hospital outpatient service. Intensive outpatient service is a structured program You pay \$20 per individual or \$10 per of active behavioral (mental) health therapy group therapy per day treatment provided in a hospital outpatient department, a community mental health center, a Federally qualified health center, or a rural health clinic that is more intense than the care received in your doctor's, therapist's, licensed marriage and family therapist's (LMFT), or licensed professional counselor's office but less intense than partial hospitalization. Physician/practitioner services, including Office visits: doctor's office visits You pay \$20 per visit. Covered services include: • †Medically necessary medical care or surgery **Outpatient surgery:** services furnished in a physician's office, certified ambulatory surgical center, hospital You pay \$25 per visit outpatient department, or any other location. • †Consultation, diagnosis, and treatment by a specialist. • †Basic hearing and balance exams performed by a network provider, if your doctor orders it to see if you need medical treatment. • Second opinion by another network provider prior to surgery. • †Nonroutine 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,

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

or services that would be covered when provided by a physician).

- †Family planning and consultation services.
- †Allergy consultations and evaluations.
- †Allergy testing and treatment.
- †Allergy injection visits.
- House calls.
- Postpartum care.
- †Prenatal care.
- Certain telehealth services, including: primary and specialty care, which includes cardiac rehabilitation, urgently needed services, physical, speech, and occupational therapies, mental health care, podiatry, diagnostic procedures and tests, substance abuse treatment, cardiac rehabilitation, physical, speech, and occupational therapies, dialysis services, kidney disease education, and diabetes self management training, preparation for surgery or a hospital stay, and follow up visits after a hospital stay, surgery, or Emergency Department visit. Services will only be provided by telehealth when deemed clinically appropriate by the network provider rendering the service.
- You have the option of getting these services either through an in-person visit or by telehealth. If you choose to get one of these services by telehealth, then you must use a network provider who offers the service by telehealth. We offer the following means of telehealth:
 - Interactive video visits for professional services when care can be provided in this format as determined by a network provider.
 - Scheduled telephone appointment visits for professional services when care can be provided in this format as determined by a network provider.
- Telehealth services for monthly end-stage renal disease-related visits for home dialysis members in a hospital-based or critical access

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

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 the next 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,

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- The evaluation doesn't lead to an office visit within 24 hours or the soonest available appointment.
- Consultation your doctor has with other doctors by phone, internet, or electronic health record.

Podiatry services†

Covered services include:

- Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs).
- Routine foot care for members with certain medical conditions affecting the lower limbs.

Office visits

You pay \$20 per visit

Outpatient surgery

You pay \$25 per visit.

Pre-exposure prophylaxis (PrEP) for HIV prevention

If you don't have HIV, but your doctor or other health care practitioner determines you're at an increased risk for HIV, we cover pre-exposure prophylaxis (PrEP) medication and related services.

If you qualify, covered services include:

- FDA-approved oral or injectable PrEP medication. If you're getting an injectable drug, we also cover the fee for injecting the drug.
- Up to 8 individual counseling sessions (including HIV risk assessment, HIV risk reduction, and medication adherence) every 12 months.
- Up to 8 HIV screenings every 12 months.

A one-time hepatitis B virus screening.

There is no coinsurance, copayment, or deductible for the PrEp benefit.

Prostate cancer screening exams

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

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

Digital rectal exam.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

• Prostate Specific Antigen (PSA) test.

Prosthetic and orthotic devices and related supplies†

Devices (other than dental) that replace all or part of a body part or function. These include but are not limited to testing, fitting, or training in the use of prosthetic and orthotic devices; as well as: colostomy bags and supplies directly related to colostomy care, pacemakers, braces, prosthetic shoes, artificial limbs, and breast prostheses (including a surgical brassiere after a mastectomy). Includes certain supplies related to prosthetic and orthotic devices, and repair and/or replacement of prosthetic devices. Also includes some coverage following cataract removal or cataract surgery – go to **Vision care** later in this table for more detail.

No charge for external prosthetic or orthotic devices and supplies, including wound care supplies.

No charge for surgically implanted internal prosthetic devices

We also cover these items not covered by Medicare:

- Certain custom-made compression bandages and garments not covered by Medicare and not available over-the-counter.
- No charge
- Therapeutic shoes not covered by Medicare to treat peripheral vascular conditions and neuropathy affecting the legs and feet.
- Hair prostheses

Coverage for hair prosthesis is limited to one prosthesis per course of chemotherapy and/or radiation therapy not to exceed a maximum benefit of \$350 per prosthesis.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

Pulmonary rehabilitation services†

Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and an order for pulmonary rehabilitation from the doctor treating the chronic respiratory disease.

You pay \$20 per visit

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 four brief face-to-face counseling sessions per year (if you're competent and alert during counseling) provided by a qualified primary care doctor or practitioner in a primary care setting.

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

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay



Screening for Hepatitis C Virus infection†

We cover one Hepatitis C screening if your primary care doctor or other qualified health care provider orders one and you meet one of these conditions:

- You're at high risk because you use or have used illicit injection drugs.
- You had a blood transfusion before 1992.
- You were born between 1945-1965.

If you were born between 1945-1965 and aren't considered high risk, we pay for a screening once. If you're at high risk (for example, you've continued to use illicit injection drugs since your previous negative Hepatitis C screening test), we cover yearly screenings.

There is no coinsurance, copayment, or deductible for the Medicare covered screening for the Hepatitis C Virus.



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

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

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

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

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

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

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 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.

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

Services to treat kidney disease†

Covered services include:

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Covered Service What you pay • 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). • 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 to check your dialysis equipment and water supply). • Inpatient dialysis treatments (if you are admitted No additional charge for services received during a hospital stay. as an inpatient to a hospital for special care). Refer to the "Inpatient hospital care" section of this Medical Benefits Chart for the cost-sharing applicable to inpatient stays. Note: Certain drugs for dialysis are covered under Medicare Part B. For information about coverage for Part B drugs, go to Medicare Part B drugs in the table. Sexual dysfunction drugs You pay 50% coinsurance of the cost for up to a 60-day supply (16 tablets) Sexual dysfunction drugs are covered. These drugs are not covered under Medicare Part D and do not accumulate to Part D thresholds. Cost-sharing and limitations may apply. Skilled nursing facility (SNF) care† (For a definition of skilled nursing facility care, go You pay **nothing** per Benefit Period. to Chapter 12. Skilled nursing facilities are

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

sometimes called SNFs.)

We cover up to 100 days per benefit period of skilled inpatient services in a skilled nursing facility in accord with Medicare guidelines (a prior hospital stay is not required).

Covered services include, but are not limited to:

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

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

A benefit period begins on the first day you go to a Medicare-covered inpatient hospital or skilled nursing facility (SNF). The benefit period ends when you haven't been an inpatient at any hospital or SNF for 60 calendar days in a row.

Note: If a benefit period begins in 2025 for you and does not end until sometime in 2026 the 2025 cost-sharing will continue until the benefit period ends.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

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

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

Smoking and tobacco use cessation counseling is covered for outpatient and hospitalized patients who meet these criteria:

- Use tobacco, regardless of whether they exhibit signs or symptoms of tobacco-related disease
- Are competent and alert during counseling
- A qualified physician or other Medicare-recognized practitioner provides counseling

We cover 2 cessation attempts per year (each attempt may include a maximum of 4 intermediate or intensive sessions, with the patient getting up to 8 sessions per year.)

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

Supervised Exercise Therapy (SET)†

SET is covered for members who have symptomatic peripheral artery disease (PAD) and a referral for PAD from the physician responsible for PAD treatment.

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.

You pay \$20 per visit

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- 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.

Transportation services

We cover up to 24 one-way trips per calendar year to take you to and from a network provider when provided by our designated transportation provider. To schedule a ride or find out how many rides you have left for the year (ride balance), please call 1-855-932-5412 (TTY 711), 24 hours a day, 7 days a week. You can also schedule rides online at kpmas.member.saferidehealth.com. Rides must be scheduled at least two hours before your pick-up time. You must cancel rides at least 3 hours before the scheduled pick-up time. If not, the ride will be deducted from your annual ride balance.

No charge for 24 one-way trips per calendar year.

Urgently needed services

A plan-covered service requiring immediate medical attention that's not an emergency is an urgently needed service if either you're temporarily outside our plan's service area, or, even if you're inside our plan's service area, it's unreasonable given your time, place, and circumstances to get this service from network providers. Our plan must cover urgently needed services and only charge you in-network cost sharing. Examples of urgently needed services are unforeseen medical illnesses and injuries, or unexpected flare-ups of existing conditions. Medically necessary routine provider visits (like annual checkups) aren't considered

Office visits:

You pay \$20 per visit

Emergency Department visits:

You pay \$50 per Emergency Department visit

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

urgently needed even if you're outside our plan's service area or our plan network is temporarily unavailable.

- **Inside our service area:** You must obtain urgent care from network providers, unless our provider network is temporarily unavailable or inaccessible due to an unusual and extraordinary circumstance (for example, major disaster).
- Outside our service area: You have worldwide urgent care coverage when you travel if you need medical attention right away for an unforeseen illness or injury and you reasonably believed that your health would seriously deteriorate if you delayed treatment until you returned to our service area.

See Chapter 3, Section 3, for more information.

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. However, our plan does cover the following exams:
 - Routine eye exams (eye refraction exams) to determine the need for vision correction and to provide a prescription for eyeglass lenses.
- 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.

You pay \$20 per visit

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- †For people with diabetes, screening for diabetic retinopathy is covered.
- †One pair of eyeglasses or contact lenses after each cataract surgery that includes insertion of an intraocular lens. If you have 2 separate cataract operations, you can't reserve the benefit after the first surgery and purchase 2 eyeglasses after the second surgery.
- †Corrective lenses/frames (and replacements) needed after a cataract removal without a lens implant.

20% coinsurance

*Note: If the eyewear you purchase costs more than what Medicare covers, you pay the difference.

†Additional eyewear benefits:

Eyewear must be obtained from a plan optical facility when a physician or optometrist prescribes an eyeglass or contact lens for vision correction.

- Eyeglass lenses: Regular eyeglass lenses, including add-ons. Regular eyeglass lenses are any lenses with a refractive value. If only one eye needs correction, we also provide a balance lens for the other eye.
- Eyeglass frames: Eyeglass frames, including the mounting of eyeglass lenses in the frame, original fitting of the frames, and subsequent adjustment.
- Contact lenses: Coverage for the initial purchase of contact lenses only for the first time you are examined for contact lenses at a Kaiser Permanente facility. This allowance can be applied toward: Fitting of contact lenses, initial pair of lenses, training for the insertion and removal of contact lens, and three months of follow-up visits.
- The allowance can only be used at the initial point of sale. If you do not use all of your allowance at the initial point of sale, you cannot use it later.

Note: This allowance does not apply to eyewear obtained following cataract surgery.

*If the eyewear you purchase costs more than the allowance applicable to your plan, **you pay the difference.**

\$100 allowance per calendar year for eyeglass lenses and for eyeglass frames, combined, with contact lenses.

†Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

What you pay

- Eyeglass lenses: Regular eyeglass lenses, including add-ons. Regular eyeglass lenses are any lenses with a refractive value. If only one eye needs correction, we also provide a balance lens for the other eye.
- Eyeglass frames: Eyeglass frames, including the mounting of eyeglass lenses in the frame, original fitting of the frames, and subsequent adjustment.
- Contact lenses: Coverage for the initial purchase of contact lenses only for the first time you are examined for contact lenses at a Kaiser Permanente facility. This allowance can be applied toward: Fitting of contact lenses, initial pair of lenses, training for the insertion and removal of contact lens, and three months of follow-up visits.

You receive a \$150 combined allowance once per calendar year toward eyeglass frames, lenses and/or contact lenses including the cost of the initial fitting when purchased at Kaiser Permanente optical departments.

Welcome to Medicare preventive visit

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

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.

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

Note: Refer to Chapter 1, (Section 6) and Chapter 11 for information about coordination of benefits that applies to all covered services described in this Medical Benefits Chart.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Dental benefits and fee schedule*

General terms and conditions

Subject to the terms, conditions, limitations, and exclusions specified in this **Evidence of Coverage** including Chapter 12, Definitions of Important Words, you may receive covered dental services from participating dental providers.

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. has entered into an agreement with LIBERTY Dental Plan to provide covered dental services through participating dental providers.

Only the dental procedures listed in the dental fee schedule below are covered dental services. When you receive any of the listed procedures from a participating dental provider, you will pay the fee listed for that service. The participating dental provider has agreed to accept that fee as payment in full for that procedure. Neither Kaiser Permanente nor LIBERTY Dental Plan is liable for payment of these fees or for any fees incurred as the result of receipt of a non-covered dental service.

You may request a list of participating dental providers from LIBERTY Dental Plan, or locate one online at <u>Libertydentalplan.com/kaiserdentists</u>. You should utilize a participating general dentist from whom you and your family members will receive covered preventive dental services. Family members may use different participating dental providers. Specialty care is also available for certain services should that be required; however, you must be referred to a participating dental provider specialist by your general dentist. Your fees are usually higher for care received by a specialist and not all services are covered. Please refer to the attached dental fee schedule to determine which services are covered when performed by a specialist and the associated fees.

- To find a dentist in your area, you can go to our website at Libertydentalplan.com/kaiserdentists, download the mobile app on your smart phone, or call us toll-free at 1-888-650-1859 (TTY users call 711), Monday through Friday from 8 a.m. to 8 p.m. Once you have located a Participating Provider, you can call the office to schedule an appointment. The dental office will contact us to verify your eligibility. Be sure to identify yourself as a Kaiser member when you call the dentist for an appointment. We also suggest that you take this information with you when you go to your appointment. You can then reference benefits and applicable charges which are the out-of-pocket costs associated with your plan.
- The Health Plan has entered into an agreement with LIBERTY Dental Plan Corporation (LIBERTY), to provide Covered Dental Services as described in this agreement. For assistance concerning dental coverage questions or for help finding a Participating Dental Provider, you can go to our website at <u>Libertydentalplan.com/kaiserdentists</u>, download the mobile app on your smart phone, or call us toll-free 1-888-650-1859 (TTY users call 711), Monday through Friday from 8 a.m. to 8 p.m.

Dental emergencies outside the service area

When a dental emergency occurs when you are outside the Service Area from your General

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Dentist, the Dental Administrator will reimburse the non-participating provider directly. If the member has already paid the charges, the Dental Administrator will reimburse the member (upon proof of payment) instead of paying the provider directly for Covered Dental Services that may have been provided. Reimbursement to the member or provider is not to exceed \$50 per incident. Proof of payment must be submitted to Dental Administrator by provider within one hundred eighty (180) days of treatment. Proof of loss should be mailed to:

LIBERTY Dental Plan Claims Department P.O. Box 26110 Santa Ana, CA, 92799-6110

Coverage is provided for emergency dental treatment as may be required to alleviate pain, bleeding, or swelling. Coverage is limited to those procedures not excluded under Plan limitations and exclusions. You must receive all post-emergency care from your Participating Dental Provider.

Failure to provide proof of loss for a dental emergency, or as may be required under "Non-Participating Specialist Referrals," within the time required does not invalidate or reduce a claim if it was not reasonably possible to submit the proof within the required time, if the proof is furnished as soon as reasonably possible and, except in the absence of legal capacity of the claimant, not later than one (1) year from the time proof is otherwise required.

Discounted schedule of fees - \$30 Preventive Plan

You must visit a contracted dental office to utilize covered benefits. For services performed by a Dental Specialist, your dental office will initiate a treatment plan or recommend you see a participating Dental Specialist if the services are medically necessary and outside the scope of general dentistry. You may directly refer to a participating Dental Specialist in the network. For information on locating a Participating Dental Provider, please contact us Toll Free at 1-888-650-1859 (TTY users call 711), Monday through Friday from 8 a.m. to 8 p.m. Member Copayments for "General Dentist" apply only when performed by a participating general dentist. Services received from non-participating dentists are not covered under this plan, except for emergency services, out-of-area urgent care, and referrals to non-participating specialists.

Covered Dental Services are limited to the least costly treatment. Dental procedures not listed are available at the dental office's usual and customary fee. This Schedule does not guarantee benefits. All services are subject to eligibility and dental necessity at the time of service.

ADA	Description of Sorvices	*What you	must pay
Code	Description of Services	Dentist	Specialist
COMBINE	ED FIXED COPAYMENT SERVICES		

Guideline: The fixed copayment (FC) only applies to a combination of services listed with "FC \$30" as the copayment and is charged per visit, not per service. Services without FC as the copayment are charged separately. You pay \$30 for the visit for a combination of one or more FC services are performed. You pay the listed copayment separately for any other service not listed as FC.

[†]Your provider must obtain prior authorization from our plan.

^{*} Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What you must pay Dentist Speciali	
D0120	Periodic oral evaluation	FC \$30 per	Not covered
D0140	Limited oral evaluation - problem focused	visit for any	Not covered
D0145	Oral evaluation under age 3	combination of these services*	Not covered
D0150	Comprehensive oral evaluation	these services	Not covered
D0170	Re-evaluation - limited, problem focused		Not covered
D0180	Comprehensive periodontal evaluation		Not covered
D0220	Intraoral - periapical first radiographic image		\$15
D0230	Intraoral - periapical each additional radiographic image		\$12
D0240	Intraoral - occlusal radiographic image		\$23
D0250	Extraoral - 2D projection radiographic image, stationary radiation source		\$28
D0270	Bitewing - single radiographic image		\$15
D0272	Bitewings - two radiographic images		\$23
D0273	Bitewings - three radiographic images		\$30
D0274	Bitewings - four radiographic images		\$33
D0277	Vertical bitewings - 7 to 8 radiographic images		\$51
D0340	2D cephalometric radiographic image, measurement and analysis		\$59
D0350	2D oral/facial photographic image, intra-orally/extra-orally		\$31
D0460	Pulp vitality tests		\$38
D0470	Diagnostic casts		Not covered
D0701	Panoramic radiographic image – image capture only		Not covered
D0702	2-D cephalometric radiographic image – image capture only		Not covered
D0703	2-D oral/facial photographic image obtained intra-orally or extra-orally – image capture only		Not covered
D0705	Extra-oral posterior dental radiographic image – image capture only		Not covered
D0706	Intraoral – occlusal radiographic image – image capture only		Not covered
D0707	Intraoral – periapical radiographic image – image capture only		Not covered
D0708	Intraoral – bitewing radiographic image – image capture only		Not covered

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What you Dentist	u must pay Specialist
D0709	Intraoral – comprehensive series of radiographic images – image capture only		Not covered
D1110	Prophylaxis, adult		Not covered
D1120	Prophylaxis, child		Not covered
D1206	Topical application of fluoride varnish		Not covered
D1208	Topical application of fluoride, excluding varnish		Not covered
D1310	Nutritional counseling for control of dental disease		Not covered
D1320	Tobacco counseling, control/prevention oral disease		Not covered
D1321	Counseling for the control and prevention of adverse oral, behavioral, and health effects associated with high-risk substance use		Not covered
D1330	Oral hygiene instruction		Not covered
Guideline are not pe <i>Diagnosti</i>		ed Fixed Copa	yment services
	Office visit	\$11	\$12
D0210	Intraoral, comprehensive series of radiographic images	\$58	\$75
D0330	Panoramic radiographic image	\$46	\$59
D0999	Unspecified diagnostic procedure, by report	\$11	\$12
Preventive	Services		
D1110	Prophylaxis, Adult - additional cleaning available for expecting mothers and diabetics	\$40	\$40
D1351	Sealant, per tooth (up to age 16)	\$32	Not covered
D1352	Preventive resin restoration, permanent tooth	\$32	Not covered
D1354	Application of caries arresting medicament, per tooth	\$16	Not covered
D1510	Space maintainer, fixed, unilateral, per quadrant	\$216	Not covered
D1516	Space maintainer, fixed, bilateral, maxillary	\$300	Not covered
D1517	Space maintainer, fixed, bilateral, mandibular	\$300	Not covered
D1520	Space maintainer, removable, unilateral, per quadrant	\$266	Not covered
D1526	Space maintainer, removable, bilateral, maxillary	\$300	Not covered
D1527	Space maintainer, removable, bilateral, mandibular	\$300	Not covered
D1551	Re-cement or re-bond bilateral space maintainer, maxillary	\$25	Not covered

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* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What you	u must pay Specialist
D1552	Re-cement or re-bond bilateral space maintainer, mandibular	\$25	Not covered
D1553	Re-cement or re-bond unilateral space maintainer, per quadrant	\$25	Not covered
D1575	Distal shoe space maintainer, fixed, per quadrant	\$216	Not covered
	e Services†(Prior authorization is required for Covered services only)		
D2140	Amalgam - one surface, primary or permanent	\$73	Not covered
D2150	Amalgam - two surfaces, primary or permanent	\$95	Not covered
D2160	Amalgam - three surfaces, primary or permanent	\$113	Not covered
D2161	Amalgam - four or more surfaces, primary or permanent	\$136	Not covered
D2330	Resin-based composite - one surface, anterior	\$90	Not covered
D2331	Resin-based composite - two surfaces, anterior	\$113	Not covered
D2332	Resin-based composite - three surfaces, anterior	\$139	Not covered
D2335	Resin-based composite - four or more surfaces, involving incisal angle	\$176	Not covered
D2390	Resin-based composite crown, anterior	\$233	Not covered
D2391	Resin-based composite - one surface, posterior	\$117	Not covered
D2392	Resin-based composite - two surfaces, posterior	\$154	Not covered
D2393	Resin-based composite - three surfaces, posterior	\$193	Not covered
D2394	Resin-based composite - four or more surfaces, posterior	\$220	Not covered
D2510	Inlay - metallic - one surface	\$532	Not covered
D2520	Inlay - metallic - two surfaces	\$600	Not covered
D2530	Inlay - metallic - three or more surfaces	\$652	Not covered
D2542	Onlay – metallic - two surfaces	\$692	Not covered
D2543	Onlay – metallic - three surfaces	\$705	Not covered
D2544	Onlay – metallic – four or more surfaces	\$710	Not covered
D2610	Inlay - porcelain/ceramic - one surface	\$584	Not covered
D2620	Inlay - porcelain/ceramic - two surfaces	\$622	Not covered
D2630	Inlay - porcelain/ceramic - three or more surfaces	\$718	Not covered
D2642	Onlay - porcelain/ceramic - two surfaces	\$665	Not covered
D2643	Onlay - porcelain/ceramic - three surfaces	\$719	Not covered
D2644	Onlay – porcelain/ceramic - four or more surfaces	\$767	Not covered

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What you	u must pay Specialist
D2650	Inlay - resin-based composite - one surface	\$538	Not covered
D2651	Inlay - resin-based composite - two surfaces	\$581	Not covered
D2662	Onlay - resin-based composite - two surfaces	\$613	Not covered
D2663	Onlay - resin-based composite - three surfaces	\$755	Not covered
D2664	Onlay - resin-based composite -four or more surfaces	\$715	Not covered
D2710	Crown – resin-based composite (indirect)	\$299	Not covered
D2712	Crown 3/4 resin-based composite (indirect)	\$275	Not covered
D2720	Crown - resin with high noble metal	\$729	Not covered
D2721	Crown - resin with predominantly base metal	\$649	Not covered
D2722	Crown - resin with noble metal	\$678	Not covered
D2740	Crown - porcelain/ceramic	\$800	Not covered
D2750	Crown - porcelain fused to high noble metal	\$815	Not covered
D2751	Crown - porcelain fused to predominantly base metal	\$705	Not covered
D2752	Crown - porcelain fused to noble metal	\$733	Not covered
D2753	Crown - porcelain fused to titanium and titanium alloys	\$815	Not covered
D2780	Crown - 3/4 cast high noble metal	\$782	Not covered
D2781	Crown - 3/4 cast predominantly base metal	\$611	Not covered
D2782	Crown - 3/4 cast noble metal	\$660	Not covered
D2783	Crown - 3/4 porcelain/ceramic	\$678	Not covered
D2790	Crown - full cast high noble metal	\$729	Not covered
D2791	Crown - full cast predominantly base metal	\$649	Not covered
D2792	Crown - full cast noble metal	\$678	Not covered
D2794	Crown – titanium and titanium alloys	\$733	Not covered
D2910	Re-cement or re-bond inlay, onlay, veneer, or partial coverage	\$73	Not covered
D2915	Re-cement or re-bond indirectly fabricated/prefabricated post & core	\$40	Not covered
D2920	Recement crown or rebond crown	\$73	Not covered
D2930	Prefabricated stainless steel crown, primary tooth	\$152	Not covered
D2931	Prefabricated stainless steel crown, permanent tooth	\$201	Not covered
D2932	Prefabricated resin crown	\$274	Not covered

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What you Dentist	must pay Specialist
D2934	Prefabricated esthetic coated stainless steel crown, primary tooth	\$118	Not covered
D2940	Placement of interim direct restoration	\$83	Not covered
D2950	Core buildup, including any pins when required	\$183	Not covered
D2951	Pin retention - per tooth, in addition to restoration	\$43	Not covered
D2952	Post and core in addition to crown, indirectly fabricated	\$272	Not covered
D2954	Prefabricated post and core in addition to crown	\$242	Not covered
D2955	Post removal	\$210	Not covered
D2980	Crown repair necessitated by restorative material failure	\$149	Not covered
D2981	Inlay repair necessitated by restorative material failure	\$149	Not covered
D2982	Onlay repair necessitated by restorative material failure	\$149	Not covered
	ic Services†(Prior authorization is required for Covered services only)		
D3110	Pulp cap - direct (excluding final restoration)	\$51	Not covered
D3120	Pulp cap - indirect (excluding final restoration)	\$51	Not covered
D3220	Therapeutic pulpotomy (excluding final restoration)	\$112	\$132
D3221	Pulpal debridement, prim. and perm. teeth	\$136	Not covered
D3222	Partial pulpotomy, apexogenesis, permanent tooth, incomplete root	\$123	Not covered
D3230	Pulpal therapy, anterior, primary tooth (excluding final restoration)	\$123	Not covered
D3240	Pulpal therapy, posterior, primary tooth (excluding finale restoration)	\$211	Not covered
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	\$521	\$598
D3320	Endodontic therapy, premolar tooth (excluding final restoration)	\$622	\$716
D3330	Endodontic therapy, molar tooth (excluding final restoration)	\$815	\$936
D3333	Internal root repair of perforation defects	Not covered	\$243
D3346	Retreatment of previous root canal therapy - anterior	Not covered	\$658

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What you Dentist	must pay Specialist
D3347	Retreatment of previous root canal therapy - premolar	Not covered	\$877
D3348	Retreatment of previous root canal therapy - molar	Not covered	\$1131
D3351	Apexification/recalcification, initial visit	\$413	\$486
D3352	Apexification/recalcification, interim medication replacement	\$323	\$382
D3353	Apexification/recalcification, final visit	\$354	\$418
D3410	Apicoectomy - anterior	\$456	\$566
D3421	Apicoectomy- premolar (first root)	\$509	\$707
D3425	Apicoectomy - molar (first root)	\$559	\$742
D3426	Apicoectomy (each additional root)	\$339	\$401
D3430	Retrograde filling - per root	\$127	\$319
D3450	Root amputation - per root	\$221	\$356
D3471	Surgical repair of root resorption - anterior	\$456	\$566
D3472	Surgical repair of root resorption – premolar	\$509	\$707
D3473	Surgical repair of root resorption – molar	\$559	\$742
D3501	Surgical exposure of root surface without apicoectomy or repair of root resorption – anterior	\$456	\$566
D3502	Surgical exposure of root surface without apicoectomy or repair of root resorption – premolar	\$509	\$707
D3503	Surgical exposure of root surface without apicoectomy or repair of root resorption – molar	\$559	\$742
D3920	Hemisection not including root canal therapy	\$279	\$329
D3921	Decoronation or submergence of an erupted tooth	\$100	\$125
D3950	Canal prep/fitting of preformed dowel or post	\$166	\$233
	ic Services†(Prior authorization is required for Covered services only)		
D4210	Gingivectomy or gingivoplasty - four or more teeth per quadrant	\$402	\$474
D4211	Gingivectomy or gingivoplasty - one to three teeth, per quadrant	\$174	\$205
D4230	Anatomical crown exposure, four or more contiguous teeth per quadrant	\$497	Not covered
D4231	Anatomical crown exposure, one to three teeth per quadrant	\$66	Not covered

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What you Dentist	u must pay Specialist
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth	\$517	\$611
D4241	Gingival flap procedure, including root planing - one to three teeth, per quadrant	\$131	\$258
D4249	Clinical crown lengthening, hard tissue	\$543	\$642
D4260	Osseous surgery, four or more teeth per quadrant	\$766	\$903
D4261	Osseous surgery, one to three teeth per quadrant	\$488	\$577
D4263	Bone replacement graft, retained natural tooth, first site, quadrant	\$217	\$445
D4265	Biologic materials to aid in soft and osseous tissue regeneration, per site	\$183	\$222
D4268	Surgical revision procedure, per tooth	\$420	\$607
D4270	Pedicle soft tissue graft procedure	\$577	\$680
D4274	Mesial/distal wedge procedure, single tooth	\$355	\$503
D4275	Non-autogenous connective tissue graft, first tooth	\$306	\$689
D4276	Combined connective tissue and pedicle graft	\$368	\$567
D4322	Splint, intra-coronal; natural teeth or prosthetic crowns	\$285	\$337
D4323	Splint, extra-coronal; natural teeth or prosthetic crowns	\$216	\$254
D4341	Periodontal scaling and root planing - four or more teeth per quadrant	\$148	\$210
D4342	Periodontal scaling and root planing - one to three teeth, per quadrant	\$107	\$126
D4346	Scaling in presence of moderate or severe inflammation, full mouth after evaluation	\$82	\$111
D4355	Full mouth debridement to enable comprehensive periodontal evaluation and diagnosis, subsequent visit	\$131	\$189
D4381	Localized delivery of antimicrobial agents	\$36	\$48
D4910	Periodontal maintenance	\$90	\$119
	rs - Removable†(Prior authorization is required for Covered services only)		

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What you	u must pay Specialist
D5110	Complete denture - maxillary	\$913	Not covered
D5120	Complete denture - mandibular	\$913	Not covered
D5130	Immediate denture - maxillary	\$983	Not covered
D5140	Immediate denture - mandibular	\$983	Not covered
D5211	Maxillary partial denture - resin base	\$705	Not covered
D5212	Mandibular partial denture - resin base	\$705	Not covered
D5213	Maxillary partial denture, cast metal, resin base	\$978	Not covered
D5214	Mandibular partial denture, cast metal, resin base	\$978	Not covered
D5221	Immediate maxillary partial denture, resin base	\$705	Not covered
D5222	Immediate mandibular partial denture, resin base	\$705	Not covered
D5223	Immediate maxillary partial denture, cast metal framework, resin denture base	\$978	Not covered
D5224	Immediate mandibular partial denture, cast metal framework, resin denture base	\$978	Not covered
D5225	Maxillary partial denture, flexible base	\$976	Not covered
D5226	Mandibular partial denture, flexible base	\$1084	Not covered
D5227	Immediate maxillary partial denture, flexible base	\$976	Not covered
D5228	Immediate mandibular partial denture, flexible base	\$1084	Not covered
D5282	Removable unilateral partial denture - one piece cast metal, maxillary	\$551	Not covered
D5283	Removable unilateral partial denture - one piece cast metal, mandibular	\$551	Not covered
D5284	Removable unilateral partial denture – one piece flexible base, per quadrant	\$551	Not covered
D5286	Removable unilateral partial denture – one piece resin (including clasps and teeth) – per quadrant	\$551	Not covered
D5410	Adjust complete denture - maxillary	\$85	Not covered
D5411	Adjust complete denture - mandibular	\$85	Not covered
D5421	Adjust partial denture - maxillary	\$85	Not covered
D5422	Adjust partial denture - mandibular	\$85	Not covered
D5511	Repair broken complete denture base - mandibular	\$109	Not covered

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA	Description of Services	*What you must pay	
Code	·	Dentist	Specialist
D5512	Repair broken complete denture base - maxillary	\$109	Not covered
D5520	Replace missing or broken teeth, complete denture, per tooth	\$83	Not covered
D5611	Repair resin denture base - mandibular	\$110	Not covered
D5612	Repair resin denture base - maxillary	\$110	Not covered
D5621	Repair cast partial framework - mandibular	\$159	Not covered
D5622	Repair cast partial framework - maxillary	\$159	Not covered
D5630	Repair or replace broken retentive/clasping material – per tooth	\$150	Not covered
D5640	Replace missing or broken teeth, partial denture, per tooth	\$95	Not covered
D5650	Add tooth to existing partial denture, per tooth	\$141	Not covered
D5660	Add clasp to existing partial denture – per tooth	\$173	Not covered
D5670	Replace all teeth & acrylic on cast metal frame, maxillary	\$604	Not covered
D5671	Replace all teeth & acrylic on cast metal frame, mandibular	\$604	Not covered
D5710	Rebase complete maxillary denture	\$372	Not covered
D5711	Rebase complete mandibular denture	\$357	Not covered
D5720	Rebase maxillary partial denture	\$286	Not covered
D5721	Rebase mandibular partial denture	\$286	Not covered
D5725	Rebase hybrid prosthesis	\$372	Not covered
D5730	Reline complete maxillary denture (direct)	\$231	Not covered
D5731	Reline complete mandibular denture (direct)	\$232	Not covered
D5740	Reline maxillary partial denture (direct)	\$229	Not covered
D5741	Reline mandibular partial denture (direct)	\$229	Not covered
D5750	Reline complete maxillary denture (indirect)	\$281	Not covered
D5751	Reline complete mandibular denture (indirect)	\$279	Not covered
D5760	Reline maxillary partial denture (indirect)	\$270	Not covered
D5761	Reline mandibular partial denture (indirect)	\$269	Not covered
D5765	Soft liner for complete or partial removable denture – indirect	\$50	Not covered
D5810	Interim complete denture (maxillary)	\$593	Not covered
D5811	Interim complete denture (mandibular)	\$432	Not covered
D5820	Interim partial denture, maxillary	\$458	Not covered

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What you must pay Dentist Specialist		
D5821	Interim partial denture, mandibular	\$463	Not covered	
D5850	Tissue conditioning, maxillary	\$130	Not covered	
D5851	Tissue conditioning, mandibular	\$131	Not covered	
Prosthodo	ontics - Fixed†(Prior authorization is required for Med	dicare-Covered	d services only)	
D6092	Re-cement or re-bond implant/abutment supported crown	\$75	Not covered	
D6093	Re-cement or re-bond implant/abutment supported FPD	\$112	Not covered	
D6205	Pontic, indirect resin based composite	\$276	No covered	
D6210	Pontic - cast high noble metal	\$659	Not covered	
D6211	Pontic - cast predominantly base metal	\$674	Not covered	
D6212	Pontic - cast noble metal	\$633	Not covered	
D6214	Pontic – titanium and titanium alloys	\$617	Not covered	
D6240	Pontic - porcelain fused to high noble metal	\$815	Not covered	
D6241	Pontic - porcelain fused to predominantly base metal	y base \$705		
D6242	Pontic - porcelain fused to noble metal	\$733	Not covered	
D6243	Pontic - porcelain fused to titanium and titanium alloys	\$617	Not covered	
D6245	Pontic – porcelain/ceramic	\$800	Not covered	
D6250	Pontic - resin with high noble metal	\$805	Not covered	
D6251	Pontic - resin with predominantly base metal	\$764	Not covered	
D6252	Pontic - resin with noble metal	\$774	Not covered	
D6545	Retainer - cast metal for resin bonded fixed prosthesis	\$292	Not covered	
D6548	Retainer porcelain/ceramic for resin bonded fixed prosthesis	\$519	Not covered	
D6549	Resin retainer – for resin bonded fixed prosthesis	\$292	Not covered	
D6600	Retainer inlay - porcelain/ceramic, two surfaces	\$432	Not covered	
D6601	Retainer inlay - porcelain/ceramic, three or more surfaces	\$460	Not covered	
D6602	Retainer inlay - cast high noble metal, two surfaces	\$456	Not covered	
D6603	Retainer inlay - cast high noble metal, three or more surfaces			
D6604	Retainer inlay, cast base metal, two surfaces	\$456	Not covered	

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA	Description of Services		u must pay
Code	•	Dentist	Specialist
D6605	Retainer inlay, cast base metal, three or more surfaces	\$436	Not covered
D6606	Retainer inlay - cast noble metal, two surfaces	\$415	Not covered
D6607	Retainer inlay - cast noble metal, three or more surfaces	\$460	Not covered
D6608	Retainer onlay -porcelain/ceramic, two surfaces	\$472	Not covered
D6609	Retainer onlay - porcelain/ceramic, three or more surfaces	\$495	Not covered
D6610	Retainer onlay - cast high noble metal, two surfaces	\$541	Not covered
D6611	Retainer onlay cast high noble metal, three or more surfaces	\$592	Not covered
D6612	Retainer onlay - cast predominantly base metal, two surfaces	\$465	Not covered
D6613	Retainer onlay - cast base metal, three or more surfaces	\$516	Not covered
D6614	Retainer onlay - cast noble metal, two surfaces	\$490	Not covered
D6615	Retainer onlay cast noble metal, three or more surfaces \$541		Not covered
D6624	Retainer inlay - titanium	\$505	Not covered
D6634	Retainer onlay - titanium	\$592	Not covered
D6710	Retainer crown, indirect resin based composite	\$276	
D6720	Retainer crown - resin with high noble metal	\$807	Not covered
D6721	Retainer crown - resin with predominantly base metal		
D6722	Retainer crown - resin with noble metal	\$752	Not covered
D6740	Retainer crown – porcelain/ceramic	\$800	Not covered
D6750	Retainer crown - porcelain fused to high noble metal \$690		Not covered
D6751	Retainer crown - porcelain fused to predominantly base metal	predominantly \$617	
D6752	Retainer crown - porcelain fused to noble metal	\$647 Not covere	
D6753	Retainer crown - porcelain fused to titanium and titanium alloys No		Not covered
D6780	Retainer crown - 3/4 cast high noble metal	\$782	Not covered
D6781	Retainer crown - 3/4 cast predominantly base metal	\$611	Not covered
D6782	Retainer crown - 3/4 cast noble metal	\$624	Not covered

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA	Description of Services		ı must pay	
Code	·	Dentist	Specialist	
D6783	Retainer crown - 3/4 porcelain/ceramic	\$873	Not covered	
D6784	Retainer crown - 3/4 titanium and titanium alloys	\$733 Not cover		
D6790	Retainer crown - full cast high noble metal	\$729 Not covere		
D6791	Retainer crown - full cast predominantly base metal	\$649	Not covered	
D6792	Retainer crown - full cast noble metal	\$678	Not covered	
D6794	Retainer crown – titanium and titanium alloys	\$733	Not covered	
D6930	Recement or re-bond fixed partial denture	\$95	Not covered	
D6940	Stress breaker	\$221	Not covered	
D6980	Fixed partial denture repair, restorative material failure	\$222	Not covered	
Oral and I services or	Maxillofacial Surgery†(Prior authorization is require nly)	d for Medicare	e-Covered	
D7111	Extraction, coronal remnants - primary tooth	\$78	\$92	
D7140	Extraction, erupted tooth or exposed root	\$90	\$105	
D7210	Extraction of erupted tooth requiring removal of bone and/or sectioning of tooth	\$161	\$190	
D7220	Removal of impacted tooth - soft tissue	\$198	\$233	
D7230	Removal of impacted tooth - partially bony	\$270	\$319	
D7240	Removal of impacted tooth - completely bony	\$319	\$375	
D7241	Removal of impacted tooth - completely bony, complication	\$392	\$463	
D7250	Removal of residual tooth roots (cutting procedure)	\$180	\$215	
D7251	Coronectomy - intentional partial tooth removal	\$392	\$463	
D7260	Oroantral fistula closure	\$487	\$575	
D7261	Primary closure of a sinus perforation	\$200	\$575	
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	\$301 \$356		
D7280	Exposure of an unerupted tooth	\$337	\$399	
D7282	Mobilization of erupted/malpositioned tooth	\$104	\$227	
D7283	Placement, device to facilitate eruption, impaction	\$73 \$140		
D7285	Biopsy of oral tissue - hard (bone, tooth)	\$212 \$249		
D7286	Biopsy of oral tissue - soft (all others)	\$199	\$233	
D7287	Exfoliative cytological sample collection	\$43	\$76	
D7288	Brush biopsy, transepithelial sample collection	\$43	\$76	

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What yo Dentist	u must pay Specialist
D7291	Transseptal fiberotomy/supra crestal fiberotomy, by report	\$153	\$183
D7292	Surgical placement: temporary anchorage device (screw rettained Plate) requiring flap	\$1210	Not covered
D7293	Surgical placement: temporary anchorage device requiring flap	\$967	Not covered
D7294	Surgical placement: temporary anchorage device without flap	\$726	Not covered
D7310	Alveoloplasty in conjunction with extractions - per quadrant	\$162	\$191
D7311	Alveoloplasty in conjunction with extractions	\$140	\$166
D7320	Alveoloplasty not in conjunction with extractions – per quadrant	\$208	\$245
D7321	Alveoloplasty not in conjunction with extractions	\$43	\$91
D7410	Excision of benign lesion up to 1.25 cm	\$203	\$241
D7411	Excision of benign lesion greater than 1.25 cm	\$200	\$234
D7412	Excision of benign lesion, complicated	\$278	\$326
D7450	Removal of benign odontogenic cyst/tumor up to 1.25cm	\$284	\$334
D7451	Removal of benign odontogenic cyst/tumor greater than 1.25cm	\$357	\$422
D7460	Removal of benign nonodontogenic cyst/tumor up to 1.25cm	\$273	\$321
D7461	Removal of benign nonodontogenic cyst/tumor greater than 1.25cm	\$386	\$456
D7471	Removal of lateral exostosis	\$339	\$400
D7472	Removal of torus palatinus	\$284	\$336
D7473	Removal of torus mandibularis	\$293	\$346
D7485	Reduction of osseous tuberosity	\$321	\$379
D7510	Incision and drainage of abscess - intraoral soft tissue \$117		\$137
D7511	Incision & drainage of abscess, intraoral soft tissue, complicated \$244		\$281
D7520	Incision & drainage of abscess, extraoral soft tissue	\$244	\$287
D7521	Incision & drainage of abscess, extraoral soft tissue, complicated	\$170	\$195
D7530	Remove foreign body, mucosa, skin, tissue	\$170	\$201

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services	*What you Dentist	ou must pay Specialist	
D7550	Partial ostect/sequestrect non-vital bone removal	\$284	\$337	
D7910	Suture of recent small wounds up to 5 cm	\$266	\$313	
D7911	Complicated suture, up to 5 cm	\$219	\$259	
D7922	Placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site	\$25	\$25	
D7961	Buccal/labial frenectomy (frenulectomy)	\$287	\$339	
D7962	Lingual frenectomy (frenulectomy)	\$287	\$339	
D7963	Frenuloplasty	\$107	\$265	
D7970	Excision of hyperplastic tissue - per arch	\$492	\$582	
D7971	Excision of pericoronal gingiva	\$243	\$286	
D7972	Surgical reduction of fibrous tuberosity	\$84	\$200	
D7979	Non-surgical sialolithotomy	\$32	\$81	
	tics†(Prior authorization is required for			
D8070	Comprehensive orthodontic treatment of the transitional dentition	Not covered	\$3,990	
D8080	Comprehensive orthodontic treatment of the adolescent dentition	Not covered	\$4,132	
D8090	Comprehensive orthodontic treatment of the adult dentition	Not covered	\$4,417	
D8660	Pre-orthodontic treatment examination to monitor growth and development	Not covered	\$499	
D8670	Periodic orthodontic treatment visit (as part of contract)	Not covered	\$142	
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	Not covered	\$516	
	e General Services†(Prior authorization is required are-Covered services only)			
D9110	Palliative treatment of dental pain, per visit	\$32	\$81	
D9210	Local anesthesia not in conjunction with operative or surgical procedures	\$0	Not covered	
D9211	Regional block anesthesia	\$0	Not covered	
D9212	Trigeminal division block anesthesia	\$0	Not covered	
D9215	Local anesthesia in conjunction with operative or surgical procedures	\$0	Not covered	

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

ADA Code	Description of Services *What you must pay Dentist Specialis		
D9219	Evaluation for moderate sedation, deep sedation or general anesthesia	\$0	Not covered
D9222	Deep sedation/general anesthesia, first 15 minute increment	\$66	\$147
D9223	Deep sedation/general anesthesia, each subsequent 15 minute increment	\$66	\$147
D9230	Inhalation of nitrous oxide/analgesia, anxiolysis	\$39	\$44
D9239	Intravenous moderate (conscious) sedation/analgesia, first 15 minute increment	\$66	\$147
D9243	Intravenous moderate (conscious) sedation/analgesia, each subsequent 15 minute increment	\$66	\$147
D9310	Consultation, other than requesting dentist	\$64	\$104
D9440	Office visit, after regularly scheduled hours	\$29	\$120
D9613	Infiltration of sustained release therapeutic drug, per quadrant		
D9910	Application of desensitizing medicament	\$32	\$65
D9930	Treatment of complications, post surgical, unusual circumstances, by report	T	
D9942	Repair and/or reline of occlusal guard	\$57	\$109
D9944	Occlusal guard – hard appliance, full arch	\$365	\$561
D9945	Occlusal guard – soft appliance, full arch	\$365	\$561
D9946	Occlusal guard – hard appliance, partial arch	\$365	\$561
D9950	Occlusion analysis - mounted case	\$183	\$183
D9951	Occlusal adjustment - limited	\$95	\$124
D9952	Occlusal adjustment - complete	\$402	\$645
D9986	Missed appointment	\$50	\$50
D9995	Teledentistry – synchronous; real-time encounter	\$0 \$0	
D9996	Teledentistry – asynchronous; information stored and forwarded to dentist for subsequent review		
D9997	Dental case management – patients with special health care needs	\$50	\$50

[†]Your provider must obtain prior authorization from our plan.

* Your cost-sharing for these services or items doesn't apply toward the out-of-pocket maximum.

Section 3 – What services are not covered by our 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 appeal to be a medical service that we should have paid for or covered because of your specific situation. (For information about appealing a decision we have made to not cover a medical service, go to Chapter 9, Section 5.3, in this document.)

Services not covered by Medicare	Covered only under specific conditions
Acupuncture	Available for people with chronic low back pain under certain circumstances.
Care in an intermediate or residential care facility, assisted living facility, or adult foster home	Not covered under any condition
Conception by artificial means, such as in vitro fertilization, zygote intrafallopian transfers, ovum transplants, and gamete intrafallopian transfers	Not covered under any condition
Cosmetic surgery or procedures	Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member.
	Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance.

Services not covered by Medicare	Covered only under specific conditions
Custodial care	
• Custodial care is personal care that doesn't require the continuing attention of trained medical or paramedical personnel, such as care that helps you with activities of daily living, such as bathing or dressing.	Not covered under any condition
Elective or voluntary enhancement procedures or services (including weight loss, hair growth, sexual performance, athletic performance, cosmetic purposes, anti-aging, and mental performance)	Covered if medically necessary and covered under Original Medicare.
Experimental medical and surgical procedures, equipment, and medications	May be covered by Original Medicare under a
• Experimental procedures and items are those items and procedures determined by our plan and Original Medicare to not be generally accepted by the medical community.	Medicare-approved clinical research study or by our plan. (See Chapter 3, Section 5, for more information about clinical research studies.)
The following eyewear services and items:	Not covered under any condition
• Lens protection plan.	
Nonprescription products.	Note: One pair of eyeglasses with
• Industrial or safety lenses and frames.	standard frames (or one set of contact lenses) covered after each
• Lenses and sunglasses without refractive value, except that this exclusion doesn't apply to a clear balance lens if only one eye needs correction or tinted lenses when medically necessary to treat macular degeneration or retinitis pigmentosa.	cataract surgery that implants an intraocular lens. See Vision care in the Medical Benefits Chart for more information.
• Replacement of lost, broken, or damaged lenses or frames.	
• Eyeglass or contact lens adornment.	
• Eyewear items that do not require a prescription by law (other than eyeglass frames or a covered balance lens).	
Fees charged by your immediate relatives or members of your household	Not covered under any condition
Full-time nursing care in your home	Not covered under any condition
Home-delivered meals	Not covered under any condition

Services not covered by Medicare	Covered only under specific conditions
Homemaker services include basic household assistance, including such as light housekeeping or light meal preparation.	Not covered under any condition
Licensed ambulance services without transport	Covered if the ambulance transports you or if covered by Medicare.
Massage therapy	Covered when ordered as part of physical therapy program in accord with Medicare guidelines.
Naturopath services (uses natural or alternative treatments)	Not covered under any condition
Nonconventional intraocular lenses (IOLs) following cataract surgery (for example, a presbyopia-correcting IOL)	Not covered under any condition
Orthopedic shoes or supportive devices for the feet	Shoes that are part of a leg brace and are included in the cost of the brace. Orthopedic or therapeutic shoes for people with diabetic foot disease
Personal items in your room at a hospital or a skilled nursing facility such as a telephone or a television	Not covered under any condition
Physical exams and other services (1) required for obtaining or maintaining employment or participation in employee programs, (2) required for insurance or licensing, or (3) on court order or required for parole or probation	Covered if a network physician determines that the services are medically necessary or medically appropriate preventive care.
Private duty nursing	Not covered under any condition
Private room in a hospital	Covered only when medically necessary.
Psychological testing for ability, aptitude, intelligence, or interest	Not covered under any condition
Radial keratotomy, LASIK surgery, and other low-vision aids	Not covered under any condition

Services not covered by Medicare	Covered only under specific conditions
Reconstructive surgery that offers only a minimal improvement in appearance or is performed to alter or reshape normal structures of the body in order to improve appearance	We cover reconstructive surgery to correct or repair abnormal structures of the body caused by congenital defect, developmental abnormalities, accidental injury, trauma, infection, tumors, or disease, if a network physician determines that it is necessary to improve function, or create a normal appearance, to the extent possible.
Reversal of sterilization procedures and non-prescription contraceptive supplies	Not covered under any condition
Routine chiropractic care	Manual manipulation of the spine to correct a subluxation is covered.
Routine foot care	Some limited coverage provided according to Medicare guidelines (for ex1.1ample, if you have diabetes).
Routine hearing exams	Not covered under any condition
Services considered not reasonable and necessary, according to the standards of Original Medicare.	This exclusion doesn't apply to services or items that aren't covered by Original Medicare but are covered by our plan.
Services provided to veterans in Veterans Affairs (VA) facilities	When emergency services are received at a VA hospital and the VA cost-sharing is more than the cost-sharing under our plan, we will reimburse veterans for the difference. Members are still responsible for our plan's cost-sharing amounts.

Services not covered by Medicare	Covered only under specific conditions
Services related to noncovered services or items	When a service or item is not covered, all services related to the noncovel.1red service or item are excluded, (1) except for services or items we would otherwise cover to treat complications of the noncovered service or item, or (2) unless covered in accord with Medicare guidelines.
Services to reverse voluntary, surgically induced infertility	Not covered under any condition
Travel and lodging expenses	We may pay certain expenses that we preaulhorize in accord with our travel and lodging guidelines

Section 3.2- Dental exclusions

Kaiser Foundation Health Plan of the Mid Atlantic States, Inc. has entered into an agreement with Liberty Dental Plan to provide covered dental services through participating dental providers.

Our plan partners with LIBERTY Dental to provide your dental benefits. Please note that some services require clinical review and are reviewed to determine if they are indicated and appropriate based on industry standards, and that they meet LIBERTY's Clinical Criteria and Guidelines. If the service does not meet LIBERTY's Clinical Criteria Guidelines, then service will not be covered, and you will be responsible for all associated costs. Dental procedures for cosmetic or aesthetic reasons are not covered. Coverage is limited to the services listed in the Schedule of Benefits. If a service is not listed, it is not included and is not covered. It is recommended that you work with your in-network dentist to check benefit coverage prior to obtaining dental services. If you choose to use a provider outside of the network, the services you receive will not be covered.

The following services are not covered under this plan:

- 1. Requests for crowns, root canals and partial dentures require the tooth/teeth to have a good long-term restorative, endodontic, and periodontal (at least 50% bone support) prognosis for approval.
- 2. Requests for crowns on teeth without root canal treatment must show evidence of decay, fracture, failing restoration, etc., undermining more than 50% of the tooth.
- 3. Replacement of an existing crown, partial or denture which, in the opinion of LIBERTY's Dental Director, is satisfactory or that can be made satisfactory is not covered.

- 4. Cosmetic or experimental dental services, and/or procedures not generally performed in a general dentist office.
 - ◆ Crowns for the purposes of esthetics, or as a result of normal wear & attrition, recession, abfraction and/or abrasion are not covered.
- 5. Any procedure not specifically listed as a covered benefit in the Medical Benefits Chart or Advantage Plus sections above.
 - ♦ Any requested services that are in conjunction or reliant upon the completion of a denied service will also be denied.
- 6. Any treatment covered under an individual or group medical plan, auto insurance, no fault auto insurance or uninsured motorist policy, to the extent permitted by federal or state statute, is not covered.
- 7. Treatment as a result of civil insurrection, duty as a member of the armed forces of any state or country, engaging in an act of declared or undeclared war, intentional or unintentional nuclear explosion or other release of nuclear energy, whether in peacetime or wartime, is not covered.
- 8. Services for injuries and/or conditions which are paid or payable under Worker's Compensation or Employer Liability Laws, and treatment provided without cost to you by any municipality, county, or other political subdivision is not covered.
- 9. Fees related to broken appointments, preparing or copying dental reports, duplication of X-rays, itemized bills or claim forms are not covered.
- 10.Cost of hospitalization and/or pharmaceuticals.
- 11. Any services performed by a non-network general dentist or non-network specialist.
- 12. Services that cannot be performed because of the general health of the patient.
- 13. Services which are not consistent with the usual and customary services provided by a network general dentist or specialist.
- 14. Any dental treatment started prior to the member's effective date.
- 15. Treatment related to cysts, neoplasms and/or malignancies.
- 16. Services which, in the opinion of the network general dentist or specialist, are not necessary for the patient's dental health.

Section 3.3 - Dental limitations

- 1. Two (2) evaluations are covered per calendar year per patient including a maximum of one (1) comprehensive evaluation which is limited to once in 12 months.
- 2. One (1) problem focused exam is covered per calendar year per patient.
- 3. Two (2) teeth cleanings (prophylaxis) are covered per calendar year per patient (one additional cleaning is covered during pregnancy and for diabetic patients).

- 4. One (1) topical fluoride or fluoride varnish is covered per calendar year per patient.
- 5. Two (2) sets of bitewing x-rays are covered per calendar year per patient.
- 6. One (1) set of full mouth x-rays or panoramic x-ray is covered every three (3) years per patient.
- 7. One (1) application of caries arresting medicament per primary tooth is covered per lifetime.
- 8. Replacement of a filling is covered if it is more than two (2) years from the date of original placement.
- 9. Replacement of a bridge, crown or denture is covered if it is more than seven (7) years from the date of original placement.
- 10.Crown and bridge fees apply to treatment involving five or fewer units when presented in a single treatment plan.
- 11. Relining and rebasing of dentures is covered once every 24 months per patient.
- 12.Soft liner for complete or partial denture indirect, limited to one (1) per 12 months.
- 13.Retreatment of root canal is covered if it is more than two (2) years from the original treatment.
- 14. Root planing or scaling is covered once every 24 months per quadrant per patient.
- 15. Scaling in presence of generalized moderate or severe gingival inflammation full mouth, after oral evaluation and in lieu of a covered D1110, limited to once per two years.
- 16.Full mouth debridement is covered once per lifetime per patient.
- 17. Procedure Code D4381 is limited to one (1) benefit per tooth for three teeth per quadrant or a total of 12 teeth for all four quadrants per twelve (12) months. Must have pocket depths of five (5) millimeters or greater.
- 18.Periodontal surgery of any type, including any associated material, is covered once every 36 months per quadrant or surgical site per patient.
- 19. Periodontal maintenance after active therapy is covered twice per calendar year, within 24 months after definitive periodontal therapy.
- 20. Coronectomy intentional partial tooth removal, once per lifetime.
- 21.Teledentistry, synchronous (D9995) or asynchronous (D9996), must be accompanied by a covered procedure.

<u>Chapter 5 — Using our plan's coverage for Part D prescription drugs</u>

Section 1 — Basic rules for our plan's Part D coverage

Go to the Medical Benefits Chart in Chapter 4 for Medicare Part B drug benefits and hospice drug benefits.

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

- You must have a provider (a doctor, dentist, or other prescriber) write you a prescription which must be valid under applicable state law.
- Your prescriber must not be on Medicare's exclusion or preclusion lists.
- You generally must use a network pharmacy to fill your prescription (go to Section 2) or you can fill your prescription through our plan's mail-order service.
- Your drug must be on our plan's **2026 Comprehensive Formulary** (go to Section 3).
- Your drug must be used for a medically accepted indication. A "medically accepted indication" is a use of the drug that is either approved by the FDA or supported by certain references. (Go to Section 3 for more information about a medically accepted indication.)
- Your drug may require approval from our plan based on certain criteria before we agree to cover it. (Go to Section 4 in this chapter for more information.)

Section 2 — Fill your prescription at a network pharmacy or through our plan's mail-order service

In most cases, your prescriptions are covered only if they are filled at our network pharmacies. (Go to Section 2.4 in this chapter for information about when we cover prescriptions filled at out-of-network pharmacies.)

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

Section 2.1 – Network pharmacies

Find a network pharmacy in your area

To find a network pharmacy, you can look in your **Pharmacy Directory**, visit our website (**kp.org/directory**), and/or call Member Services at 1-888-777-5536 (TTY users call 711).

You may go to any of our network pharmacies. Some of our network pharmacies provide preferred cost-sharing, which may be lower than the cost-sharing at a pharmacy that offers standard cost-sharing. The **Pharmacy Directory** will tell you which of the network pharmacies offer preferred cost-sharing. Contact us to find out more about how your out-of-pocket costs could vary for different drugs.

If your pharmacy leaves the network

If the pharmacy you use leaves our plan's network, you will have to find a new pharmacy in the network. If the pharmacy you use stays in the network but no longer offers preferred cost-sharing, you may want to switch to a different network or preferred pharmacy, if available. To find another network pharmacy in your area, get help from Member Services at 1-888-777-5536 (TTY users call 711) or use the **Pharmacy Directory**. You can also find information on our website at **kp.org/directory**.

Specialized pharmacies

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

- Pharmacies that supply drugs for home infusion therapy.
- Pharmacies that supply drugs for residents of a long-term care (LTC) facility. Usually, an LTC facility (such as a nursing home) has its own pharmacy. If you have any difficulty accessing your Part D benefits in an LTC facility, call Member Services at 1-888-777-5536 (TTY users call 711).
- Pharmacies that serve the Indian Health Service / Tribal / Urban Indian Health Program (not available in Puerto Rico). Except in emergencies, only Native Americans or Alaska Natives have access to these pharmacies in our network. I/T/U pharmacies must be within our service area.
- Pharmacies that dispense drugs that are restricted by the FDA to certain locations or that require special handling, provider coordination, or education on their use. To locate a specialized pharmacy, go to your *Pharmacy Directory* (kp.org/directory) or call Member Services at 1-888-777-5536 (TTY users call 711).

Section 2.2 - Using our mail-order service

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

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

To get information about filling your prescriptions by mail, call the Kaiser Permanente pharmacy at **1-703-466-4900** or toll free **1-800-733-6345**, Monday through Friday, 7 a.m. to 6 p.m., and Saturday, 8:30 a.m. to 4 p.m. (TTY **711**). You can conveniently order your prescription refills in the following ways:

• Register and order online securely at **kp.org/refill**.

• Calling our EZ Refill Line at **1-866-299-9415**, 7 days a week, 24 hours a day, (TTY **711**). Be sure to select the mail delivery option when prompted.

When you order refills for home delivery online, by phone, or in writing, you must pay your cost-sharing when you place your order (there are no shipping charges for regular USPS mail-delivery). If you prefer, you may designate a network pharmacy where you want to pick up and pay for your prescription. Please contact a network pharmacy if you have a question about whether your prescription can be mailed or see our Drug List for information about the drugs that can be mailed.

Usually, a mail-order pharmacy order will be delivered to you in no more than 5 days. If your mail-order prescription is delayed, please call the Kaiser Permanente pharmacy for assistance at **1-800-733-6345** or **1-703-466-4900**, Monday through Friday, 7 a.m. to 6 p.m., and Saturday, 8:30 a.m. to 4 p.m. (TTY **711**). Also, if you cannot wait for your prescription to arrive from our mail-order pharmacy, you can get an urgent supply by calling your local preferred network retail pharmacy listed in your **Pharmacy Directory** or at **kp.org/directory**. Please be aware that you may pay more if you get a 90-day supply from a network retail pharmacy instead of from our mail-order pharmacy.

Refills on mail-order prescriptions. For refills, please contact your pharmacy at least 5 days before your current prescription will run out to make sure your next order is shipped to you in time.

Section 2.3 – How can you get a long-term supply of drugs

When you get a long-term supply of drugs, your cost-sharing **may** be lower. Our plan offers **2 ways** to get a long-term supply (also called an extended supply) of maintenance drugs on our plan's Drug List. (Maintenance drugs are drugs that you take on a regular basis for a chronic or long-term medical condition.)

- Some retail pharmacies in our network allow you to get a long-term supply of maintenance drugs. Your **Pharmacy Directory** <u>kp.org/directory</u> tells you which pharmacies in our network can give you a long-term supply of maintenance drugs. You can also call Member Services at 1-888-777-5536 (TTY users call 711) for more information.
- You can also get maintenance drugs through our mail-order program. Go to Section 2.3 for more information.

Section 2.4 – Using a pharmacy that's not in our plan's network

Generally, we cover drugs filled at an out-of-network pharmacy only when you are not able to use a network pharmacy. Check first with Member Services at 1-888-777-5536 (TTY users call 711) to see if there is a network pharmacy nearby.

We cover prescriptions filled at an out-of-network pharmacy only in these circumstances:

- If you are traveling within the United States and its territories but outside the service area and you become ill or run out of your covered Part D prescription drugs, we will cover prescriptions that are filled at an out-of-network pharmacy in limited, nonroutine circumstances according to our Medicare Part D formulary guidelines.
- If you need a Medicare Part D prescription drug in conjunction with covered out-of-network emergency care or out-of-area urgent care, we will cover up to a 30-day supply from an out-of-network pharmacy. **Note:** Prescription drugs prescribed and provided outside of the United States and its territories as part of covered emergency or urgent care are covered up to a 30-day supply in a 30-day period. These drugs are not covered under Medicare Part D; therefore, payments for these drugs do not count toward reaching the catastrophic coverage stage.
- If you are unable to obtain a covered drug in a timely manner within our service area because there is no network pharmacy within a reasonable driving distance that provides 24-hour service. We may not cover your prescription if a reasonable person could have purchased the drug at a network pharmacy during normal business hours.
- If you are trying to fill a prescription for a drug that is not regularly stocked at an accessible network pharmacy or available through our mail-order pharmacy (including high-cost drugs).
- If you are not able to get your prescriptions from a network pharmacy during a disaster.

If you must use an out-of-network pharmacy, you will generally have to pay the full cost (rather than your normal cost share) at the time you fill your prescription. You can ask us to reimburse you for our share of the cost. (Chapter 7, Section 2, explains how to ask us to pay you back.) You may be required to pay the difference between what you pay for the drug at the out-of-network pharmacy and the cost we would cover at an in-network pharmacy.

Section 3 — Your drugs need to be on our plan's Drug List

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

Our plan has a **2026 Comprehensive Formulary**. In this **Evidence of Coverage**, we call it the Drug List.

The drugs on this list are selected by our plan with the help of a team of doctors and pharmacists. The list meets Medicare's requirements and has been approved by Medicare.

The Drug List only shows drugs covered under Medicare Part D.

We will generally cover a drug on our plan's Drug List as long as you follow the other coverage rules explained in this chapter and the drug is used for a medically accepted indication. A medically accepted indication is a use of the drug that is either:

 Approved by the Food and Drug Administration for the diagnosis or condition for which it is being prescribed, or • Supported by certain references, such as the American Hospital Formulary Service Drug Information and the Micromedex DRUGDEX Information System.

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

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

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

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

Drugs that aren't on our Drug List

Our plan does not cover all prescription drugs.

- In some cases, the law does not allow any Medicare plan to cover certain types of drugs (For more information, go to Section 7.1).
- In other cases, we may be able to get a drug that's not on the Drug List. (For more information, go to Chapter 9.)

Section 3.2 – Six cost-sharing tiers for drugs on the "Drug List"

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

- Cost-sharing **Tier 1** for preferred generic drugs (This tier includes some brand-name drugs).
- Cost-sharing **Tier 2** for generic drugs (this tier includes some brand-name drugs).
- Cost-sharing **Tier 3** for preferred brand-name drugs (this tier includes both generic and brand-name drugs).
- Cost-sharing **Tier 4** for nonpreferred drugs (this tier includes both generic and brand-name drugs).
- Cost-sharing **Tier 5** for specialty-tier drugs (this tier includes both generic and brand-name drugs).
- Cost-sharing **Tier 6** for injectable Part D vaccines (this tier includes only brand-name drugs).

To find out which cost-sharing tier your drug is in, look it up in our Drug List.

The amount you pay for drugs in each cost sharing tier is shown in Chapter 6.

Section 3.3 – How to find out if a specific drug is on the Drug List

To find out if a drug is on our Drug List, you have these options:

- 1. Check the most recent Drug List we provided electronically.
- 2. Visit our plan's website (**kp.org/seniorrx**). The Drug List on the website is always the most current.
- 3. Call Member Services at 1-888-777-5536 (TTY users call 711) to find out if a particular drug is on our plan's "Drug List" (2026 Comprehensive Formulary) or to ask for a copy of the list.
- 4. Use our plan's "Real-Time Benefit Tool" (**kp.org/seniorrx**) to search for drugs on the Drug List to get an estimate of what you'll pay and see if there are alternative drugs on the Drug List that could treat the same condition. You can also call Member Services at 1-888-777-5536 (TTY users call 711).

Section 4 — Drugs with restrictions on coverage

Section 4.1 – Why some drugs have restrictions

For certain prescription drugs, special rules restrict how and when our plan covers them. A team of doctors and pharmacists developed these rules to encourage you and your provider to use drugs in the most effective ways. To find out if any of these restrictions apply to a drug you take or want to take, check the Drug List.

If a safe, lower-cost drug will work just as well medically as a higher-cost drug, our plan's rules are designed to encourage you and your provider to use that lower-cost option.

Note that sometimes a drug may appear more than once on our Drug List. This is because the same drugs can differ based on the strength, amount, or form of the drug prescribed by your health care provider, and different restrictions or cost-sharing may apply to the different versions of the drug (for example, 10 mg versus 100 mg; one per day versus 2 per day; tablet versus liquid).

Section 4.2 – Types of restrictions

If there is a restriction for your drug, it usually means that you or your provider will have to take extra steps in order for us to cover the drug. Call Member Services at 1-888-777-5536 (TTY users call 711) to learn what you or your provider would need to do to get coverage for the drug. If you want us to waive the restriction for you, you need to use the coverage decision process and ask us to make an exception. We may or may not agree to waive the restriction for you. (Go to Chapter 9.)

Getting plan approval in advance

For certain drugs, you or your provider need to get approval from our plan based on specific criteria before we will agree to cover the drug for you. This is called **prior authorization**. This is put in place to ensure medication safety and help guide appropriate use of certain drugs. If you do not get this approval, your drug might not be covered by our plan. Our plan's prior authorization criteria can be obtained by calling Member Services at 1-888-777-5536 (TTY users call 711) or on our website **kp.org**.

Section 5 — What you can do if one of your drugs isn't covered the way you'd like

There are situations where a prescription drug you take, or that you and your provider think you should take, that isn't on our Drug List has restrictions. For example:

- The drug might not be covered at all. Or maybe a generic version of the drug is covered but the brand-name version you want to take is not covered.
- The drug is covered, but there are extra rules or restrictions on coverage.
- The drug is covered, but in a cost-sharing tier that makes your cost-sharing more expensive than you think it should be.

If your drug is in a cost-sharing tier that makes your cost more expensive than you think it should be, go to Section 5.1 to learn what you can do.

If your drug isn't on the Drug List or is restricted, here are options for what you can do

- You may be able to get a temporary supply of the drug.
- You can change to another drug.
- You can request an exception and ask us to cover the drug or remove restrictions from the drug.

You may be able to get a temporary supply

Under certain circumstances, our plan must provide a temporary supply of a drug that you are already taking. This temporary supply gives you time to talk with your provider about the change.

To be eligible for a temporary supply, the drug you take must no longer be on our plan's Drug List OR is now restricted in some way.

- If you are a new member, we will cover a temporary supply of your drug during the first 90 days of your membership in our plan.
- If you were in our plan last year, we will cover a temporary supply of your drug during the first 90 days of the calendar year.

- This temporary supply will be for a maximum of a 30-day supply. If your prescription is written for fewer days, we will allow multiple fills to provide up to a maximum of 30-days of medication. The prescription must be filled at a network pharmacy. (Please note that the long-term care pharmacy may provide the drug in smaller amounts at a time to prevent waste.)
- For members who have been in our plan for more than 90 days and live in a long-term care facility and need a supply right away: We will cover one 31-day emergency supply of a particular drug, or less if your prescription is written for fewer days. This is in addition to the above temporary supply.
- For current members with level of care changes: If you enter into or are discharged from a hospital, skilled nursing facility, or long-term care facility to a different care setting or home, this is what is known as a level of care change. When your level of care changes, you may require an additional fill of your medication. We'll generally cover up to a one-month supply of your Part D drugs during this level of care transition period even if the drug is not on our Drug List.

For questions about a temporary supply, call Member Services at 1-888-777-5536 (TTY users call 711).

During the time when you are using a temporary supply of a drug, you should talk with your provider to decide what to do when your temporary supply runs out. You have 2 options:

1) You can change to another drug

Talk with your provider about whether there is a different drug covered by our plan that may work just as well for you. Call Member Services at 1-888-777-5536 (TTY users call 711) to ask for a list of covered drugs that treat the same medical condition. This list can help your provider find a covered drug that might work for you.

2) You can ask for an exception

You and your provider can ask us to make an exception and cover the drug in the way you would like it covered. If your provider says that you have medical reasons that justify asking us for an exception, your provider can help you request an exception. For example, you can ask us to cover a drug even though it is not on our plan's Drug List. Or you can ask us to make an exception and cover the drug without restrictions.

If you and your provider want to ask for an exception, go to Chapter 9, Section 6.4, to learn what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

Section 5.1 – What can you do if your drug is in a cost-sharing tier you think is too high

If your drug is in a cost-sharing tier you think is too high, here are things you can do:

You can change to another drug

If your drug is in a cost-sharing tier you think is too high, talk to your provider. There may be a different drug in a lower cost-sharing tier that might work just as well for you. Call Member Services at 1-888-777-5536 (TTY users call 711) to ask for a list of covered drugs that treat the same medical condition. This list can help your provider find a covered drug that might work for you.

You can ask for an exception

You and your provider can ask us to make an exception in the cost-sharing tier for the drug so that you pay less for it. If your provider says that you have medical reasons that justify asking us for an exception, your provider can help you request an exception to the rule.

If you and your provider want to ask for an exception, go to Chapter 9, Section 6.4, for what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

Drugs in our specialty tier (Tier 5) are not eligible for this type of exception. We do not lower the cost-sharing amount for drugs in this tier.

Section 6 — Our Drug List can change during the year

Most of the changes in drug coverage happen at the beginning of each year (January 1). However, during the year, we can make some changes to the Drug List. For example, our plan might:

- Add or remove drugs from our Drug List.
- Move a drug to a higher or lower cost-sharing tier.
- Add or remove a restriction on coverage for a drug.
- Replace a brand-name drug with a generic version of the drug.
- Replace an original biological product with an interchangeable biosimilar version of the biological product.

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

Information on changes to drug coverage

When changes to our Drug List occur, we post information on our website about those changes. We also update our online Drug List regularly. Sometimes you'll get direct notice if changes are made for a drug that you take.

Changes to drug coverage that affect you during this plan year

- Adding new drugs to the Drug List and <u>immediately</u> removing or making changes to a like drug on our Drug List.
 - o When adding a new version of a drug to the Drug List, we may immediately remove a like drug from the Drug List, move the like drug to a different cost-sharing tier, add new

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

• Adding drugs to our Drug List and removing or making changes to a like drug on our Drug List with advance notice.

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

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

- o Sometimes a drug may be deemed unsafe or taken off the market for another reason. If this happens, we may immediately remove the drug from the Drug List. If you are taking that drug, we will tell you after we make the change.
- Making other changes to drugs on our Drug List.
 - o We may make other changes once the year has started that affect drugs you are taking. For example, we based on FDA boxed warnings or new clinical guidelines recognized by Medicare.
 - o We will tell you at least 30 days before we make these changes, or tell you about the change and cover an additional 30-day fill of the drug you are taking.

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

Changes to the Drug List that do not affect you during this plan year

We may make certain changes to the "Drug List" that are not described above. In these cases, the change will not apply to you if you are taking the drug when the change is made; however, these changes will likely affect you starting January 1 of the next plan year if you stay in the same plan.

In general, changes that will not affect you during the current plan year are:

- We move your drug into a higher cost-sharing tier.
- We put a new restriction on the use of your drug.
- We remove your drug from the Drug List.

If any of these changes happen for a drug you are taking (except for market withdrawal, a generic drug replacing a brand-name drug, or other change noted in the sections above), the change won't affect your use or what you pay as your share of the cost until January 1 of the next year.

We will not tell you about these types of changes directly during the current plan year. You will need to check our "Drug List" for the next plan year (when the list is available during the open enrollment period) to see if there are any changes to the drugs you are taking that will impact you during the next plan year.

Section 7 — Types of drugs we don't cover

Some kinds of prescription drugs are excluded. This means Medicare does not pay for these drugs.

If you get drugs that are excluded, you must pay for them yourself. If you appeal and the requested drug is found not to be excluded under Part D, we will pay for or covered it. (For information about appealing a decision, go to Chapter 9.)

Here are 3 general rules about drugs that Medicare drug plans will not cover under Part D:

- Our plan's Part D drug coverage cannot cover a drug that would be covered under Medicare Part A or Part B.
- Our plan cannot cover a drug purchased outside the United States or its territories.
 - Our plan usually cannot cover off-label use of a drug when the use is not supported by certain references, such as the American Hospital Formulary Service Drug Information and the Micromedex DRUGDEX Information System. *Off-label* use is any use of the drug other than those indicated on a drug's label as approved by the FDA.

In addition, by law, the following categories of drugs are not covered by Medicare drug plans:

- Non-prescription drugs (also called over-the-counter drugs).
- Drugs used to promote fertility.
- Drugs used for the relief of cough or cold symptoms.

- Drugs used for cosmetic purposes or to promote hair growth.
- Prescription vitamins and mineral products, except prenatal vitamins and fluoride preparations.
- Drugs used for the treatment of sexual or erectile dysfunction.
- Drugs used for treatment of anorexia, weight loss, or weight gain.
- Outpatient drugs for which the manufacturer seeks to require that associated tests or monitoring services be purchased only from the manufacturer as a condition of sale.

If you get Extra Help to pay for your prescriptions, the Extra Help will not pay for the drugs that aren't normally covered. If you have drug coverage through Medicaid, your state Medicaid program may cover some prescription drugs not normally covered in a Medicare drug plan. Contact your state Medicaid program to determine what drug coverage may be available to you. (Find phone numbers and contact information for Medicaid in Chapter 2, Section 6.)

Section 8 — How to Fill a prescription

To fill your prescription, provide your plan membership information, which can be found on your membership card, at the network pharmacy you choose. The network pharmacy will automatically bill us for our share of your drug cost. You will need to pay the pharmacy your share of the cost when you pick up your prescription.

If you don't have our plan membership information with you, you or the pharmacy can call our plan to get the information, or you can ask the pharmacy to look up our plan enrollment information.

If the pharmacy can't get the necessary information, you may have to pay the full cost of the prescription when you pick it up. You can then ask us to reimburse you for our share. Go to Chapter 7, Section 2, for information about how to ask our plan for reimbursement.

Section 9 — Part D drug coverage in special situations

Section 9.1 – In a hospital or a skilled nursing facility for a stay that is covered by our plan

If you are admitted to a hospital or to a skilled nursing facility for a stay covered by our plan, we will generally cover the cost of your prescription drugs during your stay. Once you leave the hospital or skilled nursing facility, our plan will cover your prescription drugs as long as the drugs meet all of our rules for coverage described in this chapter.

Section 9.2 - As a resident in a long-term care (LTC) facility

Usually, a long-term care (LTC) facility (such as a nursing home) has its own pharmacy, or uses a pharmacy that supplies drugs for all of its residents. If you are a resident of an LTC facility, you may get your prescription drugs through the facility's pharmacy or the one it uses as long as it is part of our network.

Check your **Pharmacy Directory** (kp.org/directory) to find out if your LTC facility's pharmacy or the one that it uses is part of our network. If it isn't, or if you need more information or assistance, please contact Member Services at 1-888-777-5536 (TTY users call 711). If you are in an LTC facility, we must ensure that you are able to routinely receive your Part D benefits through our network of LTC pharmacies.

What if you're a resident in an LTC facility and need a drug that is not on our Drug List or is restricted in some way, go to Section 5 for information about getting a temporary or emergency supply.

Section 9.3 – If you also have drug coverage from an employer or retiree group plan

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

In general, if you have employee or retiree group coverage, the drug coverage you get from us will be secondary to your group coverage. That means your group coverage would pay first.

Special note about creditable coverage

Each year your employer or retiree group should send you a notice that tells if your prescription drug coverage for the next calendar year is creditable.

If the coverage from the group plan is creditable, it means that the plan has drug coverage that is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage.

Keep any notices about creditable coverage because you may need it later to show that you maintained creditable coverage. If you didn't get the creditable coverage notice, ask for a copy from your employer or retiree plan's benefits administrator or the employer or union.

Section 9.4 – If you're in Medicare-certified hospice?

Hospice and our plan do not cover the same drug at the same time. If you are enrolled in Medicare hospice and require certain drugs (e.g., anti-nausea drugs, laxatives, pain medication, or anti-anxiety drugs) that are not covered by your hospice because it is unrelated to your terminal illness and related conditions, our plan must receive notification from either the prescriber or your hospice provider that the drug is unrelated before our plan can cover the drug. To prevent delays in receiving these drugs that should be covered by our plan, ask your hospice provider or prescriber to provide notification before your prescription is filled.

In the event you either revoke your hospice election or are discharged from hospice, our plan should cover all your drugs as explained in this document. To prevent any delays at a pharmacy when your Medicare hospice benefit ends, bring documentation to the pharmacy to verify your revocation or discharge.

Section 10 — Programs on drug safety and managing medications

We conduct drug use reviews to help make sure members get safe and appropriate care.

We do a review each time you fill a prescription. We also review our records on a regular basis. During these reviews, we look for potential problems like:

- Possible medication errors.
- Drugs that may not be necessary because you are taking another similar drug to treat the same condition.
- Drugs that may not be safe or appropriate because of your age or gender.
- Certain combinations of drugs that could harm you if taken at the same time.
- Prescriptions for drugs that have ingredients you are allergic to.
- Possible errors in the amount (dosage) of a drug you are taking.
- Unsafe amounts of opioid pain medications.

If we see a possible problem in your use of medications, we will work with your provider to correct the problem.

Section 10.1 – Drug Management Program (DMP) to help members safely use opioid medications

We have a program that helps make sure members safely use prescription opioids and other frequently abused medications. This program is called a Drug Management Program (DMP). If you use opioid medications that you get from several prescribers or pharmacies, or if you had a recent opioid overdose, we may talk to your prescribers to make sure your use of opioid medications is appropriate and medically necessary. Working with your prescribers, if we decide your use of prescription opioid or benzodiazepine medications may not be safe, we may limit how you can get those medications. If we place you in our DMP, the limitations may be:

- Requiring you to get all your prescriptions for opioid or benzodiazepine medications from a certain pharmacy(ies).
- Requiring you to get all your prescriptions for opioid or benzodiazepine medications from a certain prescriber(s).
- Limiting the amount of opioid or benzodiazepine medications we will cover for you.

If we plan on limiting how you may get these medications or how much you can get, we will send you a letter in advance. The letter will tell you if we will limit coverage of these drugs for you, or if you'll be required to get the prescriptions for these drugs only from a specific prescriber or pharmacy. You will have an opportunity to tell us which prescriber or pharmacies you prefer to use, and about any other information you think is important for us to know. After you've had the opportunity to respond, if we decide to limit your coverage for these medications, we will send you another letter confirming the limitation. If you think we made a mistake or you disagree with our decision or with the limitation, you and your prescriber have the right to appeal. If you appeal, we will review your case and give you a new decision. If we continue to deny any part of your request related to the limitations that apply to your access to medications, we will automatically send your case to an independent reviewer outside of our plan. See Chapter 9 for information about how to ask for an appeal.

You will not be placed in our DMP if you have certain medical conditions, such as active cancerrelated pain or sickle cell disease, you are receiving hospice, palliative, or end-of-life care, or live in a long-term care facility.

Section 10.2 – Medication Therapy Management (MTM) program to help members manage medications

We have a program that can help our members with complex health needs. Our program is called a Medication Therapy Management (MTM) program. This program is voluntary and free. A team of pharmacists and doctors developed the program for us to help make sure that our members get the most benefit from the drugs they take.

Some members who have certain chronic diseases and take medications that exceed a specific amount of drug costs or are in a DMP to help members use their opioids safely may be able to get services through an MTM program. If you qualify for the program, a pharmacist or other health professional will give you a comprehensive review of all your medications. During the review, you can talk about your medications, your costs, and any problems or questions you have about your prescription and over-the-counter medications. You'll get a written summary which has a recommended to-do list that includes steps you should take to get the best results from your medications. You'll also get a medication list that will include all the medications you're taking, how much you take, and when and why you take them. In addition, members in the MTM program will receive information on the safe disposal of prescription medications that are controlled substances.

It's a good idea to talk to your doctor about your recommended to-do list and medication list. Bring the summary with you to your visit or anytime you talk with your doctors, pharmacists, and other health care providers. Also, keep your medication list up-to-date with you (for example, with your ID) in case you go to the hospital or emergency room.

If we have a program that fits your needs, we will automatically enroll you in the program and send you information. If you decide not to participate, please notify us and we will withdraw you. If you have any questions about this program, call Member Services at 1-888-777-5536 (TTY users call 711).

<u>Chapter 6 — What you pay for Part D drugs</u>

Section 1 — What you pay for Part D drugs

If you're in a program that helps pay for your drugs, some information in this Evidence of Coverage about the costs for Part D prescription drugs does not apply to you. We sent you a separate insert, called the Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs (also known as the Low-Income Subsidy Rider or the LIS Rider), which tells you about your drug coverage. If you don't have this insert, call Member Services at 1-888-777-5536 (TTY users call 711) and ask for the LIS Rider.

We use "drug" in this chapter to mean a Part D prescription drug. Not all drugs are Part D drugs. Some drugs are covered under Medicare Part A or Part B and other drugs are excluded from Medicare coverage by law.

To understand the payment information, you need to know what drugs are covered, where to fill your prescriptions, and what rules to follow when you get your covered drugs. Chapter 5 explains these rules.

When you use our plan's "Real-Time Benefit Tool" to look up drug coverage (kp.org/seniorrx), the cost you see shows an estimate of the out-of-pocket costs you are expected to pay. You can also obtain information provided by the "Real-Time Benefit Tool" by calling Member Services at 1-888-777-5536 (TTY users call 711).

Section 1.1 – Types of out-of-pocket costs you may pay for covered drugs

There are 3 different types of out-of-pocket costs for covered Part D drugs that you may be asked to pay:

- **Deductible** is the amount you pay for drugs before our plan starts to pay our share.
- **Copayment** is a fixed amount you pay each time you fill a prescription.
- Coinsurance is a percentage of the total cost you pay each time you fill a prescription.

Section 1.2 – How Medicare calculates your out-of-pocket costs

Medicare has rules about what counts and what does not count toward your out-of-pocket costs. Here are the rules we must follow to keep track of your out-of-pocket costs.

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

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

• The amount you pay for drugs when you are in any of the following drug payment stages:

- ◆ The Initial Coverage Stage
- Any payments you made during this calendar year as a member of a different Medicare prescription drug plan before you joined our plan.
- Any payments for your drugs made by family or friends.
- Any payments made for your drugs by Extra Help from Medicare, employer or union health plans, Indian Health Service, AIDS drug assistance programs, State Pharmaceutical Assistance Programs (SPAPs), and most charities.

Moving on to the Catastrophic Coverage Stage:

When you (or those paying on your behalf) have spent a total of \$2,100 in out-of-pocket costs within the calendar year, you will move from the Initial Coverage Stage to the Catastrophic Coverage Stage.

These payments aren't included in your out-of-pocket costs

Your out-of-pocket costs do not include any of these types of payments:

- The amount you contribute, if any, toward your group's premium.
- Drugs you buy outside the United States and its territories.
- Drugs that aren't covered by our plan.
- Drugs you get at an out-of-network pharmacy that don't meet our plan's requirements for out-of-network coverage.
- Non-Part D drugs, including prescription drugs and vaccines covered by Part A or Part B and other drugs excluded from coverage by Medicare.
- Payments for your drugs that are made by certain insurance plans and government-funded health programs such as TRICARE and the Veterans Health Administration (VA).
- Payments for your drugs made by a third-party with a legal obligation to pay for prescription costs (for example, Workers' Compensation).
- Payments made by drug manufacturers under the Manufacturer Discount Program.

Reminder: If any other organization such as the ones listed above pays part or all of your out-of-pocket costs for drugs, you are required to tell our plan by calling Member Services at 1-888-777-5536 (TTY users call 711).

Tracking your out-of-pocket total costs

- The **Part D Explanation of Benefits (EOB)** you get includes the current total of your out-of-pocket costs. When this amount reaches **\$2,100**, the Part D EOB will tell you that you left the Initial Coverage Stage and moved to the Catastrophic Coverage Stage.
- Make sure we have the information we need. Go to Section 3.1 to learn what you can do to help make sure our records of what you spent are complete and up-to-date.

Section 2 — Drug payment stages for our plan members

There are 3 **drug payment stages** for your drug coverage under our plan. How much you pay for each prescription depends on what stage you are in when you get a prescription filled or refilled. Details of each stage are explained in this chapter. The stages are:

Stage 1: Yearly Deductible Stage

Stage 2: Initial Coverage Stage

Stage 3: Catastrophic Coverage Stage

Section 3 — Your Part D Explanation of Benefits (EOB) explains which payment stage you are in

Our plan keeps track of the costs of your prescription drugs and the payments you make when you get prescriptions at the pharmacy. This way, we can tell you when you moved from one drug payment stage to the next. We track 2 types of costs:

- Out-of-pocket Costs: this is how much you paid. This includes what you paid when you get a covered Part D drug, any payments for your drugs made by family or friends, and any payments made for your drugs by Extra Help from Medicare, employer or union health plans, Indian Health Service, AIDS drug assistance programs, charities, and most State Pharmaceutical Assistance Programs (SPAPs).
- Total Drug Costs: this is the total of all payments made for your covered Part D drugs. It includes what the plan paid, what you paid, and what other programs or organizations paid for your covered Part D drugs.

If you filled one or more prescriptions through our plan during the previous month, we will send you a Part D EOB. The **Part D EOB** includes:

- Information for that month. This report gives you the payment details about the prescriptions you have filled during the previous month. It shows the total drug costs, what the plan paid, and what you and others paid on your behalf.
- Totals for the year since January 1. This shows the total drug costs and total payments for your drugs since the year began.
- **Drug price information.** This displays the total drug price, and information about changes in price from first fill for each prescription claim of the same quantity.
- Available lower cost alternative prescriptions. This shows information about other available drugs with lower cost-sharing for each prescription claim, if applicable.

Section 3.1 – Help us keep our information about your drug payments up-to-date

To keep track of your drug costs and the payments you make for drugs, we use records we get from pharmacies. Here is how you can help us keep your information correct and up-to-date:

- Show your membership card every time you get a prescription filled. This helps us make sure we know about the prescriptions you are filling and what you pay.
- Make sure we have the information we need. There are times you may pay for the entire cost of a prescription drug. In these cases, we will not automatically get the information we need to keep track of your out-of-pocket costs. To help us keep track of your out-of-pocket costs, give us copies of your receipts. Examples of when you should give us copies of your drug receipts:
 - When you purchase a covered drug at a network pharmacy at a special price or using a discount card that is not part of our plan's benefit.
 - When you made a copayment for drugs that are provided under a drug manufacturer patient assistance program.
 - Any time you have purchased covered drugs at out-of-network pharmacies or other times you have paid the full price for a covered drug under special circumstances.
 - If you are billed for a covered drug, you can ask our plan to pay our share of the cost. For instructions on how to do this, go to Chapter 7, Section 2.
- Send us information about the payments others have make for you. Payments made by certain other individuals and organizations also count toward your out-of-pocket costs. For example, payments made by a State Pharmaceutical Assistance Program for Maryland residents, an AIDS drug assistance program (ADAP), the Indian Health Service, and most charities count toward your out-of-pocket costs. Keep a record of these payments and send them to us so we can track your costs.

Check the written report we send you. When you get the Part D EOB, look it over to be sure the information is complete and correct. If you think something is missing, or you have questions, call Member Services at 1-888-777-5536 (TTY users call 711). You can also choose to view your Part D EOB online instead of by mail. Please visit kp.org/goinggreen and sign on to learn more about choosing to view your Part D EOB securely online. Be sure to keep these reports.

SECTION 4 — There is no deductible for our plan

There is no deductible for Kaiser Permanente Medicare Advantage. You begin in the Initial Coverage Stage when you fill your first prescription of the year. Go to Section 5 for information about your coverage in the Initial Coverage Stage.

Section 5 — The Initial Coverage Stage

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

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

Our plan has six cost-sharing tiers

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

- Cost-sharing Tier 1 for preferred generic drugs (this tier includes some brand-name drugs).
- Cost-sharing **Tier 2** for generic drugs (this tier includes some brand-name drugs).
- Cost-sharing **Tier 3** for preferred brand-name drugs (this tier includes both generic and brand-name drugs). You pay \$35 per month supply of each covered insulin product on this tier.
- Cost-sharing **Tier 4** for nonpreferred drugs (this tier includes both generic and brand-name drugs). You pay \$35 per month supply of each covered insulin product on this tier.
- Cost-sharing **Tier 5** for specialty-tier drugs (this tier includes both generic and brand-name drugs). You pay \$35 per month supply of each covered insulin product on this tier.
- Cost-sharing **Tier 6** for injectable Part D vaccines (this tier includes only brand-name drugs).

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

Your pharmacy choices

How much you pay for a drug depends on whether you get the drug from:

- A network retail pharmacy that offers standard cost-sharing. Costs may be less at pharmacies that offer preferred cost-sharing.
- A network retail pharmacy that offers preferred cost-sharing.
- A pharmacy that is not in our plan's network. We cover prescriptions filled at out-of-network pharmacies in only limited situations. Go to Chapter 5, Section 2.4, to find out when we will cover a prescription filled at an out-of-network pharmacy.
- Our plan's mail-order pharmacy.

For more information about these pharmacy choices and filling your prescriptions, see Chapter 5 and our plan's **Pharmacy Directory** <u>kp.org/directory</u>.

Section 5.2 – Your costs for a one-month supply of a drug

The amount of the copayment or coinsurance depends on the cost-sharing tier.

Sometimes the cost of the drug is lower than your copayment. In these cases, you pay the lower price for the drug instead of the copayment.

Your share of the cost when you get a one-month supply of a covered Part D prescription drug:

Tier	Standard retail cost-sharing (in-network)	Preferred retail cost- sharing (in-network)	Mail-order cost- sharing	Long-term care (LTC) cost- sharing	Out-of- network cost-sharing (coverage is limited to certain situations; see Chapter 5 for details)
	Up to a	a 60-day supply		Up to a 31-day supply	Up to a 30-day supply
Tiers 1 & 2 – Preferred & Nonpreferred generic drugs	\$25	\$15	\$10	\$12.50	\$12.50
Tiers 3, 4 & 5 – Preferred brand-name & Nonpreferred & Specialty drugs	\$25	\$15	\$10	\$12.50	\$12.50
Tier 6 – Injectable Part D vaccines	\$0 retail/Mail-order is not available.	\$0	Mail-order is not available	\$0	\$0

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

Go to Section 7 of this chapter for more information on cost-sharing for Part D vaccines.

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

Typically, the amount you pay for a drug covers a full month's supply. There may be times when you or your doctor would like you to have less than a month's supply of a drug (for example, when you are trying a medication for the first time. You can also ask your doctor to prescribe, and your pharmacist to dispense, less than a full month's supply, if this will help you better plan refill dates.

If you get less than a full month's supply of certain drugs, you will not have to pay for the full month's supply.

- If you are responsible for coinsurance, you pay a percentage of the total cost of the drug. Since the coinsurance is based on the total cost of the drug, your cost will be lower since the total cost for the drug will be lower.
- If you are responsible for a copayment for the drug, you will only pay for the number of days of the drug that you receive instead of a whole month. We will calculate the amount you pay per day for your drug (the daily cost-sharing rate) and multiply it by the number of days of the drug you get.

Section 5.4 – Your costs for a long-term (up to a 90-day) supply of a covered Part D drug

For some drugs, you can get a long-term supply (also called an extended supply). A long-term supply is up to a 90-day supply.

Sometimes the cost of the drug is lower than the copayment. In these cases, you pay the lower price for the drug instead of the copayment.

Your costs for a *long-term* up to a (90-day) supply of a covered Part D drug:

Tier	Standard retail cost-sharing (in-network)	Preferred retail cost-sharing (in-network)	Mail-order cost-sharing
	Up to a 90-day supply		
Tiers 1 & 2 – Preferred			
& nonpreferred generic	\$37.50	\$22.50	\$10
drugs			
Tiers 3, 4 & 5 –			
Preferred brand-name	\$37.50	\$22.50	\$10
& nonpreferred &	Ψ37.30	Ψ22.50	Ψ10
Specialty drugs			
Tier 6 – Injectable	\$0/ Mail order is not		Mail order is not
Part D vaccines	available for drugs in	\$0	available for drugs
	Tier 6.		in Tier 6.

^{*}You won't pay more than:

- \$70 for up to a 2-month supply for Tier 3-5 drugs.
- \$105 for up to a 3-month supply for Tiers 4-5 drugs of each covered insulin product regardless of the cost-sharing tier.

Section 5.5 – You stay in the Initial Coverage Stage until your out-of-pocket costs for the year reach \$2,100

You stay in the Initial Coverage Stage until your total out-of-pocket costs reach \$2,100. You then move on to the Catastrophic Coverage Stage.

The **Part D EOB** you get will help you keep track of how much you, our plan, and any third parties have spent on your behalf during the year. Not all members will reach the \$2,100 out-of-pocket limit in a year.

We will let you know if you reach this amount. Go to Section 1.2 for more information on how Medicare calculates your out-of-pocket costs.

Section 6 — The Catastrophic Coverage Stage

In the Catastrophic Coverage Stage, you pay nothing for covered Part D drugs. You enter the Catastrophic Coverage Stage when your out-of-pocket costs reach the \$2,100 limit for the calendar year. Once you're in the Catastrophic Coverage Stage, you'll stay in this payment stage until the end of the calendar year.

• During this payment stage, you pay nothing for your covered Part D drugs.

Section 7 — What you pay for Part D Vaccines

Important message about what you pay for vaccines — some vaccines are considered medical benefits and are covered under Part B. Other vaccines are considered Part D drugs. You can find these vaccines listed in our plan's Drug List. Our plan covers most adult Part D vaccines at no cost to you. Go to our plan's Drug List or call Member Services at 1-888-777-5536 (TTY users call 711) for coverage and cost-sharing details about specific vaccines.

There are 2 parts to our coverage of Part D vaccinations:

- The first part is the cost of the vaccine itself.
- The second part is for the cost of giving you the vaccine. (This is sometimes called the administration of the vaccine.)

Your costs for a Part D vaccination depend on 3 things:

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

What you pay at the time you get the Part D vaccination can vary depending on the circumstances and what **drug payment stage** you are in.

• When you get a vaccine, you may have to pay for the entire cost for both the vaccine itself and the cost for the provider to give you the vaccine. You can ask our plan to pay you back for our share of the cost. For most adult Part D vaccines, this means you will be reimbursed the entire cost you paid.

• Other times, when you get a vaccine, you pay only your share of the cost under your Part D benefit. For most adult Part D vaccines, you pay nothing.

Below are 3 examples of ways you might get a Part D vaccine.

Situation 1: You get the Part D vaccination at the network pharmacy. (Whether you have this choice depends on where you live. Some states do not allow pharmacies to give certain vaccines.)

- For most adult Part D vaccines, you pay nothing.
- For other Part D vaccines, you pay the pharmacy your copayment for the vaccine itself, which includes the cost of giving you the vaccine.
- Our plan will pay the remainder of the costs.

Situation 2: You get the Part D vaccination at your doctor's office.

- When you get the vaccine, you may have to pay for the entire cost of the vaccine itself and the cost for the provider to give it to you.
- You can then ask our plan to pay our share of the cost by using the procedures that are described in Chapter 7.
- For most adult Part D vaccines, you will be reimbursed the full amount you paid. For other Part D vaccines, you will be reimbursed the amount you paid less any copayment for the vaccine (including administration).

Situation 3: You buy the Part D vaccine itself at the network pharmacy, and then take it to your doctor's office where they give you the vaccine.

- For most adult Part D vaccines, you will pay nothing for the vaccine itself.
- For other Part D vaccines, you pay the pharmacy your copayment for the vaccine itself.
- When your doctor gives you the vaccine, you may have to pay the entire cost for this service.
- You can then ask our plan to pay our share of the cost by using the procedures described in Chapter 7.
- For most adult Part D vaccines, you will be reimbursed the full amount you paid.

IMPORTANT NOTE: There is no charge for covered Part D vaccines and their administration. However, there may be an office visit charge if administered during a provider office visit.

<u>Chapter 7 — Asking us to pay our share of a bill you have received for covered medical services or drugs</u>

Section 1 – Situations when you should ask us to pay our share for covered services or drugs

Sometimes when you get medical care or a prescription drug, you may need to pay the full cost. Other times, you may find that you have paid more than you expected under the coverage rules of our plan, or you may receive a bill from a provider. In these cases, you can ask us to pay you back (reimbursing you). It is your right to be paid back by our plan whenever you've paid more than your share of the cost for medical services or drugs covered by our plan. There may be deadlines that you must meet to get paid back. Go to 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 got or for more than your share of cost-sharing. 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.

Examples of situations in which you may need to ask us to pay you back or to pay a bill you have got:

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

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

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

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

- You only have to pay your cost-sharing amount when you get covered services. We do not
 allow providers to add additional separate charges, called balance billing. This protection (that
 you never pay more than your cost-sharing amount) applies even if we pay the provider less
 than the provider charges for a service, and even if there is a dispute and we don't pay certain
 provider charges.
- Whenever you get a bill from a network provider that you think is more than you should pay, send us the bill. We will contact the provider directly and resolve the billing problem.
- If you have already paid a bill to a network provider, but you feel that you paid too much, send us the bill along with documentation of any payment you have made and ask us to pay you back the difference between the amount you paid and the amount you owed under our plan.

3. If you are retroactively enrolled in our plan

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

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

4. When you use an out-of-network pharmacy to fill a prescription

If you go to an out-of-network pharmacy, the pharmacy may not be able to submit the claim directly to us. When that happens, you will have to pay the full cost of your prescription.

Save your receipt and send a copy to us when you ask us to pay you back for our share of the cost. Remember that we only cover out-of-network pharmacies in limited circumstances. See Chapter 5, Section 2.4, for a discussion of these circumstances. We may not pay you back the difference between what you paid for the drug at the out-of-network pharmacy and the amount that we would pay at an in-network pharmacy.

5. When you pay the full cost for a prescription because you don't have your plan membership card with you

If you do not have your plan membership card with you, you can ask the pharmacy to call us or to look up your plan enrollment information. However, if the pharmacy cannot get the enrollment information they need right away, you may need to pay the full cost of the prescription yourself.

Save your receipt and send a copy to us when you ask us to pay you back for our share of the cost. We may not pay you back the full cost you paid if the cash price you paid is higher than our negotiated price for the prescription.

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

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

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

When you send us a request for payment, we'll review your request and decide whether the service or drug should be covered. This is called making a **coverage decision**. If we decide it should be covered, we'll pay for our share of the cost for the service or drug. If we deny your request for payment, you can appeal our decision. Chapter 9 has information about how to make an appeal.

SECTION 2 – How to ask us to pay you back or to pay a bill you got

You can ask us to pay you back by sending us a request in writing. If you send a request in writing, send your bill and documentation of any payment you have made. It's a good idea to make a copy of your bill and receipts for your records. You must submit your claim to us within 12 months (for Part C medical claims) and within 36 months (for Part D drug claims) of the date you got the service, item, or drug.

To make sure you are giving us all the information we need to make a decision, you can fill out our claim form to make your request for payment. You don't have to use the form, but it will help us process the information faster. You can file a claim to request payment by:

- Completing and submitting our electronic form at **kp.org** and upload supporting documentation.
- Download a copy of the form from our website (**kp.org**) or call Member Services at 1-888-777-5536 (TTY users call 711) and ask them to send you the form. Mail the completed form to our Claims Department address listed below.
- If you are unable to get the form, you can file your request for payment by sending us the following information to our Claims Department address listed below:
 - A statement with the following information:
 - o Your name (member/patient name) and medical/health record number.
 - o The date you received the services.
 - o Where you received the services.

- o Who provided the services.
- o Why you think we should pay for the services.
- o Your signature and date signed. (If you want someone other than yourself to make the request, we will also need a completed "Appointment of Representative" form, which is available at **kp.org**.)
- A copy of the bill, your medical record(s) for these services, and your receipt if you paid for the services.

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

Kaiser Permanente

Claims Department

Mid-Atlantic States Region

P.O. Box 371860

Denver, CO 80237-9998

SECTION 3 – We'll consider your request for payment and say yes or no

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

- If we decide that the medical care or drug is covered and you followed all the rules, we will pay for our share of the cost. Our share of the cost might not be the full amount you paid (for example, if you got a drug at an out-of-network pharmacy or if the cash price you paid for a drug is higher than our negotiated price). If you have already paid for the service or drug, we will mail your reimbursement of our share of the cost to you. If you have not paid for the service or drug yet, we will mail the payment directly to the provider.
- If we decide that the medical care or drug is *not* covered, or you did *not* follow all the rules, we will not pay for our share of the cost. We will send you a letter explaining the reasons why we are not sending the payment and your right to appeal that decision.

Section 3.1 – If we tell you that we won't pay for all or part of the medical care or drug, you can make an appeal

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

The appeals process is a formal process with detailed procedures and important deadlines. For the details on how to make this appeal, go to Chapter 9.

<u>Chapter 8 — Your rights and responsibilities</u>

Section 1 — Our plan must honor your rights and cultural sensitivities

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, braille, large font, audio file, or data CD)

Our 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 our 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. This document is available in Spanish by calling Member Services. We can also give you information in braille, large font, audio file, or data CD at no cost if you need it. We are required to give you information about our plan's benefits in a format that is accessible and appropriate for you. To get information from us in a way that works for you, please call Member Services at 1-888-777-5536 (TTY users call 711).

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 our network for a specialty are not available, it is our 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 our network that cover a service you need, call us 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, seeing a women's health specialist, or finding a network specialist, please call to file a grievance with Member Services 1-888-777-5536 (TTY users call 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**.

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

You have the right to choose a primary care provider (PCP) in our 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, as well as other providers described in Chapter 3, Section 2.2.

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

If you think that you are not getting your medical care or Part D drugs within a reasonable amount of time, Chapter 9 tells you 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 our 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 Practices**, that tells you about these rights and explains how we protect the privacy of your health information.

How do we protect the privacy of your health information?

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

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

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

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

If you have questions or concerns about the privacy of your personal health information, please call Member Services at 1-888-777-5536 (TTY users call 711).

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

As a member of our plan, you have the right to get several kinds of information from us.

If you want any of the following kinds of information, call Member Services at 1-888-777-5536 (TTY users call 711):

- **Information about our plan.** This includes, for example, information about our plan's financial condition.
- Information about our network providers and pharmacies.
 - You have the right to get information from us about the qualifications of the providers and pharmacies in our network and how we pay the providers in our network.
- Information about your coverage and the rules you must follow when using your coverage.
 - Chapter 3 and Chapter 4 provide information regarding medical services. Chapter 5 and Chapter 6 provide information about Part D drug coverage.
- Information about why something is not covered and what you can do about it.
 - Chapter 9 provides information on asking for a written explanation on why a medical service or Part D drug is not covered or if your coverage is restricted.
 - Chapter 9 also provides information on asking us to change a decision, also called an appeal.

Section 1.5 – You have the right to know your treatment options and participate in decisions about your health care

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

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

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

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

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

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

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

How to set up an **advance directive** to give your instructions:

- **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. You can also contact Member Services at 1-888-777-5536 (TTY users call 711) to ask for the forms.
- 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.

Filling out an advance directive is your choice (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.

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:

District of Columbia Residents	Maryland Residents	Virginia Residents
District of Columbia Department of Insurance, Securities and Banking 810 First St., NE, Suite 701 Washington, DC 20002	Maryland Insurance Administration Consumer Complaint Investigation 200 St. Paul Place, Suite 2700 Baltimore, MD 21202	State Corporation Commission Virginia Bureau of Insurance P.O. Box 1157 Richmond, VA 23218

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

If you have any problems, concerns, or complaints and need to request coverage, or make an appeal, Chapter 9 of this document tells you 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 – If you believe you are being treated unfairly or your rights are not being respected

If you believe you have been treated unfairly, your dignity has not been recognized, 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.

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 from these places:

• You can call Member Services at 1-888-777-5536 (TTY users call 711).

- You can call SHIP. Go to Chapter 2, Section 3.
- Or you can call Medicare at **1-800-MEDICARE** (**1-800-633-4227**). (TTY users should call **1-877-486-2048**).

Section 1.8 – How to get more information about your rights

Get more information about your rights from these places:

- You can call Member Services at 1-888-777-5536 (TTY users call 711).
- You can call the SHIP. Go to Chapter 2, Section 3.
- You can contact Medicare:
 - You can visit the Medicare website to read or download the publication Medicare Rights & Protections. (The publication is available at www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf.)
 - Or you can call **1-800-MEDICARE** (**1-800-633-4227**), 24 hours a day, 7 days a week (TTY users should call **1-877-486-2048**).

Section 1.9 – Information about new technology assessments

Rapidly changing technology affects health care and medicine as much as any other industry. To determine whether a new drug or other medical development has long-term benefits, our plan carefully monitors and evaluates new technologies for inclusion as covered benefits. These technologies include medical procedures, medical devices, and new drugs.

Section 1.10 – You can make suggestions about rights and responsibilities

As a member of our plan, you have the right to make recommendations about the rights and responsibilities included in this chapter. Please call Member Services at 1-888-777-5536 (TTY users call 711) with any suggestions.

Section 2 — Your responsibilities as a member of our plan

Things you need to do as a member of our plan are listed below. If you have any questions, call Member Services at 1-888-777-5536 (TTY users call 711).

- 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.
 - Chapter 3 and Chapter 4 give details about medical services.
 - Chapter 5 and Chapter 6 give details about Part D drug coverage.

- If you have any other health insurance coverage or drug coverage in addition to our plan, you are required to tell us.
 - Chapter 1 tells you about coordinating these benefits.
- Tell your doctor and other health care providers that you are enrolled in our plan. Show your plan membership card whenever you get your medical care or Part D drugs.
- Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.
 - To help get the best care, tell your doctors and other health care providers about your health problems. Follow the treatment plans and instructions 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 our plan.
 - For most of your medical services or drugs covered by our plan, you must pay your share of the cost when you get the service or drug.
 - If you are required to pay the extra amount for Part D because of your yearly income, you must continue to pay the extra amount directly to the government to remain a member of our plan.
- If you move within your plan service area, we need to know so we can keep your membership record up-to-date and know how to contact you.
- If you move outside of your plan service area, you cannot remain a member of our plan.
- If you move, tell Social Security (or the Railroad Retirement Board).

<u>Chapter 9 — If you have a problem or complaint (coverage decisions, appeals, and complaints)</u>

Section 1 — What to do if you have a problem or concern

This chapter explains 2 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 information in this chapter will help you identify the right process to use and what to do.

Section 1.1 – 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. To make things easier, this chapter uses more familiar words in place of some legal terms.

However, it's sometimes important to know the correct legal terms. To help you know which terms to use to the right help or information, we include these legal terms when we give the details for handling specific situations.

Section 2 — You can get help from government organizations that are not connected with us

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 Member Services at 1-888-777-5536 (TTY users call 711) for help. In some situations, you may also want help or guidance from someone who is not connected with us. Two organizations that can help you are:

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.

Medicare

You can also contact Medicare to get help.

- Call **1-800-MEDICARE** (**1-800-633-4227**), 24 hours a day, 7 days a week. TTY users should call **1-877-486-2048**.
- Visit www.medicare.gov.

Section 3 — Which process to use for your problem

Is your problem or concern about your benefits or coverage?

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

Yes.

Go to Section 4: A guide to coverage decisions and appeals.

No.

Go to Section 10, 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 coverage decisions and appeals

Coverage decisions and appeals deals with problems related to your benefits and coverage for your medical care (services, items and Part B drugs, including payment). To keep things simple, we generally refer to medical items, services and Medicare Part B drugs as **medical care**. You use the coverage decision and appeals process for issues such as whether something is covered or not and the way in which something is covered.

Asking for coverage decisions before you get services

If you want to know if we'll cover medical care before you get it, you can ask us to make a coverage decision for you. A coverage decision is a decision we make about your benefits and coverage or about the amount we'll pay for your medical care. For example, if your plan network doctor refers you to a medical specialist not inside the network, this referral is considered a favorable coverage decision unless either your network doctor can show that you received a standard denial notice for this medical specialist, or the **Evidence of Coverage** makes it clear that the referred service is never covered under any condition. You or your doctor can also contact us and ask for a coverage decision if your doctor is unsure whether we will cover a particular medical service or refuses to provide medical care you think that you need.

In limited circumstances a request for a coverage decision will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a coverage decision, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

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

Making an appeal

If we make a coverage decision, whether before or after a benefit is received, and you are not satisfied, you can **appeal** the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made. Under certain circumstances, which we discuss later, you can request an expedited or **fast appeal** of a coverage decision. Your appeal is handled by different reviewers than those who made the original decision.

When you appeal a decision for the first time, this is called a Level 1 appeal. In this appeal, we review the coverage decision we made to check to see if we properly followed the rules. When we complete the review, we give you our decision.

In limited circumstances, a request for a Level 1 appeal will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a Level 1 appeal, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

If we say no to all or part of your Level 1 appeal for medical care, your appeal will automatically, go to a Level 2 appeal conducted by an independent review organization that is not connected to us.

- You do not need to do anything to start a Level 2 appeal. Medicare rules require we automatically send your appeal for medical care to Level 2 if we do not fully agree with your Level 1 appeal.
- Go to Section 5.4 for more information about Level 2 appeals for medical care.
- Part D appeals are discussed further in Section 6 of this chapter.

If you are not satisfied with the decision at the Level 2 appeal, you may be able to continue through additional levels of appeal (Section 9 in this chapter explains the Level 3, 4, and 5 appeals processes).

Section 4.1 – Get help 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:

- Call Member Services at 1-888-777-5536 (TTY users call 711).
- Get free help from your State Health Insurance Assistance Program.
- Your doctor can make a request for you. If your doctor helps with an appeal past Level 2, they will need to be appointed as your representative. Please call Member Services and ask for the Appointment of Representative form. (The form is also available at www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf or on our website at kp.org.)
 - For medical care or Medicare Part B drugs, your doctor can request a coverage decision or a Level 1 appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2.
 - For Part D drugs, your doctor or other prescriber can request a coverage decision or a Level 1 appeal on your behalf. If your Level 1 appeal is denied, your doctor or prescriber can request a Level 2 appeal.
- You can ask someone to act on your behalf. 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 Member Services at 1-888-777-5536 (TTY users call 711) and ask for the Appointment of Representative form. (The form is also available at www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf or on our website at kp.org.) This 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.
 - We can't accept an appeal request from a representative without the form, we can't complete our review until we get it. If we do not receive the form before our deadline for making a decision on your appeal, your appeal request will be dismissed. If this happens, we will send you a written notice explaining your right to ask the independent review organization to review our decision to dismiss your appeal.
- You also have the right to hire a lawyer. You may contact your own lawyer or get the name of a lawyer from your local bar association or other referral service. There are also groups that will give you free legal services if you qualify. However, you are not required to hire a lawyer to ask for any kind of coverage decision or appeal a decision.

Section 4.2 – Rules and deadlines for different situations

There are 4 different situations that involve coverage decisions and appeals. Each situation has different rules and deadlines. We give the details for each of these situations:

- Section 5 Medical care: How to ask for a coverage decision or make an appeal
- Section 6 Part D drugs: How to ask for a coverage decision or make an appeal
- Section 7 How to ask us to cover a longer inpatient hospital stay if you think you're being discharged too soon
- Section 8 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 information applies to you, call Member Services at **1-888-777-5536** (TTY users call 711). You can also get help or information from SHIP.

Section 5 — Medical care: How to ask for a coverage decision or make an appeal

Section 5.1 – What to do if you have problems getting coverage for medical care or want us to pay you back for our share of the cost of your care

Your benefits for medical care are described in Chapter 4 in the Medical Benefits. In some cases, different rules apply to a request for a Medicare Part B drug. In those cases, we will explain how the rules for Medicare Part B drugs are different from the rules for medical items and services.

This section tells you what you can do if you are in any of the 5 following situations:

- You are not getting certain medical care you want, and you believe that this is covered by our plan. Ask for a coverage decision. Section 5.2.
- Our plan won't approve the medical care your doctor or other medical provider wants to give you, and you believe that this care is covered by our plan. **Ask for a coverage decision. Section 5.2.**
- You got medical care that you believe should be covered by our plan, but we have said we will not pay for this care. **Make an appeal. Section 5.3.**
- You got and paid for medical care or services that you believe should be covered by our plan, and you want to ask us to reimburse you for this care. **Send us the bill. Section 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, go to Sections 7 and 8. Special rules apply to these types of care.

Section 5.2 – 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 7 calendar days when the medical item or service is subject to our prior authorization rules, 14 calendar days for all other medical items and services, 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. To get a fast coverage decision, you must meet 2 requirements:

- You may only ask for coverage for medical items and/or services (not requests for payment for items and/or services already received).
- You can get a fast coverage decision only if using the standard deadlines could cause serious harm to your health or hurt your ability to function.

If your doctor tells us that your health requires a fast coverage decision, we will automatically agree to give you a fast coverage decision.

If you ask for a fast coverage decision on your own, without your doctor's support, we will decide whether your health requires that we give you a fast coverage decision. If we do not approve a fast coverage decision, we will send you a letter that:

- Explains that we will use the standard deadlines.
- Explains if your doctor asks for the fast coverage decision, we will automatically give you a fast coverage decision.
- Explains that you can file a fast complaint about our decision to give you a standard coverage decision instead of the fast coverage decision you requested.

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

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

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

For standard coverage decisions, we use the standard deadlines.

This means we'll give you an answer within 7 calendar days after we get your request for a medical item or service that is subject to your prior authorization rules. If your requested medical item or service is not subject to our prior authorization rules, we'll give you an answer within 14 calendar days after we get your request. If your request is for a Part B drug, we'll give you an answer within 72 hours after we get your request.

- However, if you ask for more time, or if we need more information that may benefit you, we can take up to 14 more calendar 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 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. Go to Section 10 for information on complaints.)

For fast coverage decisions we use an expedited time frame.

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 drug, we will answer within 24 hours.

- 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 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 drug.
- If you believe we should not take extra days, you can file a fast complaint. (Go to Section 10 of this chapter for information on complaints.) We will call you as soon as we make the decision.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no.

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

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

Section 5.3 – How to make a Level 1 appeal

Legal
Terms

An appeal to our plan about a medical care coverage decision is called a plan **reconsideration.** A fast appeal is also called an **expedited reconsideration.**

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

A standard appeal is usually made within 30 calendar days or 7 calendar days for Part B drugs. A fast appeal is generally made within 72 hours.

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

Step 2: Ask our plan for an appeal or a fast appeal

- If you are asking for a standard appeal, submit your standard appeal in writing. Chapter 2 has contact information.
- If you are asking for a fast appeal, make your appeal in writing or call us. Chapter 2 has contact information.
- You must make your appeal request within 65 calendar days from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.
- You can ask for a copy of the information regarding your medical decision. You and your doctor may add more information to support your appeal. 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.
 - 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 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 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 drug.
 - If you believe we should not take extra days, you can file a fast complaint. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (See Section 10 of this chapter for information on complaints.)
 - If we do not give you an answer by the deadline (or by the end of the extended time period), we will send your request to a Level 2 appeal, where an independent review organization will review the appeal. Section 5.4 explains the Level 2 appeal process.
- If our answer is yes to part or all of what you requested, we must authorize or provide the coverage within 30 calendar days if your request is for a medical item or service, or within 7 calendar days if your request is for a Medicare Part B 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 – The Level 2 appeal process

Terms The formal Review Er

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 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.
- 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 drug.

Step 2: The independent review organization gives you their answer.

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

• If the independent 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 independent review organization for standard requests. For expedited requests, we have 72 hours from the date we receive the decision from the independent review organization.

- If the independent review organization says yes to part or all of a request for a Part B prescription drug, we must authorize or provide the Part B drug within 72 hours after we receive the decision from the independent review organization for standard requests. For expedited requests, we have 24 hours from the date we receive the decision from the independent review organization.
- If this organization says no to part or all of your appeal, it means they agree with us that your request (or part of your request) for coverage for medical care should not be approved. (This is called **upholding the decision** or **turning down your appeal**.) In this case, the independent review organization will send you a letter that:
 - Explaining its decision.
 - Lets you know about your 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.
 - Tells 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 3 additional levels in the appeals process after Level 2 (for a total of 5 levels of appeal). If you want to go to a Level 3 appeal the details on how to do this are in the written notice you get after your Level 2 appeal.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 explains the Level 3, 4, and 5 appeals processes.

Section 5.5 – If you're asking us to pay for our share of a bill you got for medical care

Chapter 7 describes when you may need to ask for reimbursement or to pay a bill you have received from a provider. It also tells how to send us the paperwork that asks us for payment.

Asking for reimbursement is asking for a coverage decision from us

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

- If we say yes to your request: If the medical care is covered and you followed all the rules, we will send you the payment for our share of the cost typically within 30 calendar days, but no later than within 60 calendar days after we receive your request. If you haven't paid for the medical care, we will send the payment directly to the provider.
- If we say no to your request: If the medical care is not covered, or you did not follow all the rules, we will not send payment. Instead, we will send you a letter that says we will not pay for the medical care and the reasons why.

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

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

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

Section 6 — Part D drugs: How to ask for a coverage decision or make an appeal

Section 6.1 – What to do if you have problems getting a Part D drug or you want us to pay you back for a Part D drug

Your benefits include coverage for many prescription drugs. To be covered, the drug must be used for a medically accepted indication. (See Chapter 5 for more information about a medically accepted indication.) For details about Part D drugs, rules, restrictions, and costs, please see Chapters 5 and 6. **This section is about your Part D drugs only**. To keep things simple, we generally say drug in the rest of this section, instead of repeating covered outpatient prescription drug or Part D drug every time. We also use the term "Drug List" instead of List of Covered Drugs or **2026 Comprehensive Formulary**.

- If you do not know if a drug is covered or if you meet the rules, you can ask us. Some drugs require that you get approval from us before we will cover it.
- If your pharmacy tells you that your prescription cannot be filled as written, the pharmacy will give you a written notice explaining how to contact us to ask for a coverage decision.

Part D coverage decisions and appeals

Legal Terms	An initial coverage decision about your Part D drugs is called a coverage determination
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A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your drugs. This section tells what you can do if you are in any of the following situations:

- Asking to cover a Part D drug that is not on our **2026 Comprehensive Formulary. Ask for an exception. Section 6.2**.
- Asking to waive a restriction on our plan's coverage for a drug (such as limits on the amount of the drug you can get, prior authorization, or the requirement to try another drug first). Ask for an exception. Section 6.2.
- Asking to pay a lower cost-sharing amount for a covered drug on a higher cost-sharing tier. Ask for an exception. Section 6.2.
- Asking to get pre-approval for a drug. Ask for a coverage decision. Section 6.4.
- Pay for a prescription drug you already bought. Ask us to pay you back. Section 6.4.

If you disagree with a coverage decision we have made, you can appeal our decision.

This section tells you both how to ask for coverage decisions and how to request an appeal.

Section 6.2 – Asking for an exception

Legal Terms

Asking for coverage of a drug that is not on our "Drug List" is sometimes called asking for a **formulary exception.**

Asking for removal of a restriction on coverage for a drug is sometimes called asking for a **formulary exception.**

Asking to pay a lower price for a covered nonpreferred drug is sometimes called asking for a **tiering exception.**

If a drug is not covered in the way you would like it to be covered, you can ask us to make an **exception.** An exception is a type of coverage decision.

For us to consider you exception request, your doctor or other prescriber will need to explain the medical reasons why you need the exception approved. Here are three examples of exceptions that you or your doctor or other prescriber can ask us to make:

Covering a Part D drug for you that is not on our Drug List. If we agree to cover a drug not on our Drug List, you will need to pay the cost-sharing amount that applies to drugs in Tier 5 for specialty tier drugs or Tier 2 for generic drugs. You cannot ask for an exception to the cost-sharing amount we require you to pay for the drug.

Removing a restriction for a covered drug. Chapter 5 describes the extra rules or restrictions that apply to certain drugs on Drug List. If we agree to make an exception and waive a restriction for you, you can ask for an exception to the cost-sharing amount we require you to pay for the drug

Changing coverage of a drug to a lower cost-sharing tier. Every drug on our Drug List is in one of 6 cost-sharing tiers. In general, the lower the cost-sharing tier number, the less you will pay as your share of the cost of the drug.

- If our Drug List contains alternative drug(s) for treating your medical condition that are in a lower cost-sharing tier than your drug, you can ask us to cover your drug at the cost-sharing amount that applies to the alternative drug(s).
- If the drug you're taking is a biological product you can ask us to cover your drug at a lower cost-sharing amount. This would be the lowest tier that contains biological product alternatives for treating your condition.
 - If the drug you're taking is a brand-name drug you can ask us to cover your drug at the cost-sharing amount that applies to the lowest tier that contains brand-name alternatives for treating your condition.
 - If the drug you're taking is a generic drug you can ask us to cover your drug at the cost-sharing amount that applies to the lowest tier that contains either brand or generic alternatives for treating your condition.
- You cannot ask us to change the cost-sharing tier for any drug in Tier 5 (specialty-tier drugs).
- If we approve your tiering exception request and there is more than one lower cost-sharing tier with alternative drugs you can't take, you will usually pay the lowest amount.

Section 6.3 – Important things to know about asking for exceptions

Your doctor must tell us the medical reasons

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

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

We can say yes or no to your request

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

Section 6.4 - How to ask for a coverage decision, including an exception

Legal Term

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

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

Standard coverage decisions are made within **72 hours** after we receive your doctor's statement. **Fast coverage decisions** are made within **24 hours** after we receive your doctor's statement.

If your health requires it, ask us to give you a fast coverage decision. To get a fast coverage decision, you must meet 2 requirements:

- You must be asking for a drug you have not yet received. (You cannot ask for a fast coverage decision to be paid back for a drug you have already bought.)
- Using the standard deadlines could cause serious harm to your health or hurt your ability to function.
- If your doctor or other prescriber tells us that your health requires a fast coverage decision, we will automatically give you a fast coverage decision.
- If you ask for a fast coverage decision on your own, without your doctor's or prescriber's support, we will decide whether your health requires that we give you a fast coverage decision. If we do not approve a fast coverage decision, we will send you a letter that:
 - Explains that we will use the standard deadlines.
 - Explains if your doctor or other prescriber asks for the fast coverage decision, we will automatically give you a fast coverage decision.
 - Tells you how you can file a fast complaint about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. We will answer your complaint within 24 hours of receipt.

Step 2: Request a standard coverage decision or a fast coverage decision.

Start by calling, writing, or faxing our plan to make your request for us to authorize or provide coverage for the medical care you want. You can also access the coverage decision process through our website. We must accept any written request, including a request submitted on the CMS Model Coverage Determination Request Form, which is available on our website (kp.org). Chapter 2 has contact information. To help us process your request, include your name, contact information, and information that shows which denied claim is being appealed.

You, your doctor (or other prescriber), or your representative can do this. You can also have a lawyer act on your behalf. Section 4 of this chapter tells how you can give written permission to someone else to act as your representative.

• If you are requesting an exception, provide the supporting statement which is the medical reasons for the exception. Your doctor or other prescriber can fax or mail the statement to us. Or your doctor or other prescriber can tell us on the phone and follow up by faxing or mailing a written statement if necessary.

Step 3: We consider your request and give you our answer.

Deadlines for a fast coverage decision

- We must generally give you our answer within 24 hours after we receive your request.
 - For exceptions, we will give you our answer within 24 hours after we receive your doctor's supporting statement. We will give you our answer sooner if your health requires us to.
 - If we do not meet this deadline, we are required to send your request to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- If our answer is yes to part or all of what you requested, we must provide the coverage we have agreed to provide within 24 hours after we receive your request or doctor's statement supporting your request.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

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

- We must generally give you our answer within 72 hours after we receive your request.
 - For exceptions, we will give you our answer within 72 hours after we receive your doctor's statement supporting statement. We will give you our answer sooner if your health requires us to.
 - If we do not meet this deadline, we are required to send your request to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- If our answer is yes to part or all of what you requested, we must provide the coverage we have agreed to provide within 72 hours after we receive your request or doctor's statement supporting your request.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

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

- We must give you our answer within 14 calendar days after we receive your request.
 - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- If our answer is yes to part or all of what you requested, we are also required to make payment to you within 14 calendar days after we receive your request.

• If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

Step 4: If we say no to your coverage request, you can make an appeal.

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

Section 6.5 – How to make a Level 1 appeal

Legal Terms

An appeal to our plan about a Part D drug coverage decision is called a plan **redetermination**.

A fast appeal is also called an expedited redetermination.

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

A standard appeal is usually made within 7 calendar days. A fast appeal is generally made within 72 hours. If your health requires it, ask for a fast appeal

- If you are appealing a decision we made about a drug you have not yet received, you and your doctor or other prescriber will need to decide if you need a fast appeal.
- The requirements for getting a fast appeal are the same as those for getting a fast coverage decision in Section 6.4 of this chapter.

Step 2: You, your representative, doctor, or other prescriber must contact us and make your Level 1 appeal. If your health requires a quick response, you must ask for a fast appeal.

- For standard appeals, submit a written request. Chapter 2 has contact information.
- For fast appeals either submit your appeal in writing or call us at **1-888-777-5536**. Chapter 2 has contact information.
- We must accept any written request, including a request submitted on the CMS Model Redetermination Request Form, which is available on our website (kp.org). Include your name, contact information, and information about your claim to help us process your request.
- You must make your appeal request within 65 calendar days from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.

• You can ask for a copy of the information in your appeal and add more information. You and your doctor may add more information to support your appeal. 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 we are reviewing your appeal, we take another careful look at all of the information about your coverage request. We check to see if we were following all the rules when we said no to your request. We may contact you or your doctor or other prescriber to get more information.

Deadlilnes 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.
 - If we do not give you an answer within 72 hours, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 6.6 explains the Level 2 appeal process.
- If our answer is yes to part or all of what you requested, we must provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no and how you can appeal our decision.

Deadlines for a standard appeal for a drug you have not yet received

- For standard appeals, we must give you our answer within 7 calendar days after we receive your appeal. We will give you our decision sooner if you have not received the drug yet and your health condition requires us to do so.
 - If we do not give you a decision within 7 calendar days, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 6.6 explains the Level 2 appeal process.
- If our answer is yes to part or all of what you requested, we must provide the coverage as quickly as your health requires, but no later than 7 calendar days after we receive your appeal.
- If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no and how you can appeal our decision.

Deadlines for a standard appeal about payment for a drug you have already bought

- We must give you our answer within 14 calendar days after we receive your request.
 - If we do not meet this deadline, we are required to send your request to Level 2 of the appeals process, where it will be reviewed by an independent review organization.
- If our answer is yes to part or all of what you requested, we are also required to make payment to you within 30 calendar days after we receive your request.

• If our answer is no to part or all of what you requested, we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

Step 4: If we say no to your appeal, you decide if you want to continue with the appeals process and make another appeal.

If you decide to make another appeal, it means your appeal is going on to Level 2 of the appeals process.

Section 6.6 – How to make a Level 2 appeal

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

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

Step 1: You (or your representative or your doctor or other prescriber) must contact the independent review organization and ask for a review of your case.

- If we say no to your Level 1 appeal, the written notice we send you will include instructions on how to make a Level 2 appeal with the independent review organization. These instructions will tell who can make this Level 2 appeal, what deadlines you must follow, and how to reach the independent review organization.
 - You must make your appeal request within 65 calendar days from the date on the written notice.
- If we did not complete our review within the applicable timeframe or make an unfavorable decision regarding **at-risk** determination under our drug management program, we will automatically forward your claim to the IRE.
- We will send the information about your appeal to the independent review 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.

Step 2: The independent review organization reviews your appeal.

Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.

Deadlines for fast appeal

• If your health requires it, ask the independent review organization for a "fast appeal."

• If the organization agrees to give you a fast appeal, the organization must give you an answer to your Level 2 appeal within 72 hours after it receives your appeal request.

Deadlines for standard appeal

• For standard appeals, the review organization must give you an answer to your Level 2 appeal within 7 calendar days after it receives your appeal if it is for a drug you have not yet received. If you are requesting that we pay you back for a drug you have already bought, the review organization must give you an answer to your Level 2 appeal within 14 calendar days after it receives your request.

Step 3: The independent review organization gives you its answer.

For fast appeals:

• If the independent review organization says yes to part or all of what you requested, we must provide the drug coverage that was approved by the review organization within 24 hours after we receive the decision from the review organization.

For standard appeals:

- If the independent review organization says yes to part or all of your request for coverage, we must provide the drug coverage that was approved by the review organization within 72 hours after we receive the decision from the review organization.
- If the independent review organization says yes to part or all of your request to pay you back for a drug you already bought, we are required to send payment to you within 30 calendar days after we receive the decision from the review organization.

What if the review organization says no to your appeal?

If this organization says no to part or all of your appeal, it means they agree with our decision not to approve your request (or part of your request). (This is called **upholding the decision**. It is also called **turning down your appeal**.). In this case, the independent review organization will send you a letter.

- Explain the decision.
- Lets you know about your right to a Level 3 appeal if the dollar value of the drug coverage you are requesting meets a certain minimum. If the dollar value of the drug coverage you are requesting is too low, you cannot make another appeal and the decision at Level 2 is final.
- Telling you the dollar value that must be in dispute to continue with the appeals process.

Step 4: If your case meets the requirements, you choose whether you want to take your appeal further.

- There are 3 additional levels in the appeals process after Level 2 (for a total of 5 levels of appeal).
- If you want to go on to a Level 3 appeal the details on how to do this are in the written notice you get after your Level 2 appeal decision.

The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 7 — How to ask us to cover a longer inpatient hospital stay if you think you are being discharged too soon

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

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

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

Section 7.1 – During your inpatient hospital stay, you will get a written notice from Medicare that tells about your rights

Within 2 calendar days of being admitted to the hospital, you will be given a written notice called **An Important Message from Medicare about Your Rights**. Everyone with Medicare gets a copy of this notice. If you do not get the notice from someone at the hospital (for example, a caseworker or nurse), ask any hospital employee for it. If you need help, please call Member Services at 1-888-777-5536 (TTY users call 711) or **1-800-MEDICARE** (**1-800-633-4227**) (TTY users should call **1-877-486-2048**).

- 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.
- 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.
- **Keep your copy** of the notice handy so you will have the information about making an appeal (or reporting a concern about quality of care) if you need it.
 - If you sign the notice more than two calendar days before your discharge date, you will get another copy before you are scheduled to be discharged.
 - To look at a copy of this notice in advance, call Member Services at 1-888-777-5536 (TTY users call 711) or **1-800-MEDICARE** (**1-800-633-4227**). TTY users call **1-877-486-2048**. You can also see the notice online at https://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.

Section 7.2 – How to make a Level 1 appeal to change your hospital discharge date

To ask us to cover your inpatient hospital services for a longer time, 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, call Member Services at 1-888-777-5536 (TTY users call 711). Or call your State Health Insurance Assistance Program (SHIP) for personalized help. SHIP contact information is available in Chapter 2, Section 3.

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.

Step 1: 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 planned 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 from the Quality Improvement Organization.
- If you do not meet this deadline, contact us, If you decide to stay in the hospital after your planned discharge date, you may have to pay all of the costs for hospital care you receive after your planned discharge date.

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

You can get a sample of the **Detailed Notice of Discharge** by calling Member Services at 1-888-777-5536 (TTY users call 711) or **1-800-MEDICARE** (**1-800-633-4227**). (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 you 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.

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

What happens if the answer is yes?

- If the review organization says yes, 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 independent review organization says no to your appeal and you decide to stay in the hospital, then **you may have to pay the full cost of hospital care** you receive after noon on the day after the Quality Improvement Organization gives you its answer to your appeal.

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

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

Section 7.3 – 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 stayed in the hospital after the date that your coverage for the care ended.

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

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

Step 3: Within 14 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 independent 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 independent 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.

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

- There are 3 additional levels in the appeals process after Level 2 (for a total of 5 levels of appeal). If you want to go to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells you more about Levels 3, 4, and 5 of the appeals process.

Section 8 — How to ask us to keep covering certain medical services if you think your coverage is ending too soon

When you are getting covered home health services, skilled nursing care, or rehabilitation care (Comprehensive Outpatient Rehabilitation Facility), you have the right to keep getting your 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 8.1 - We'll 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 get a notice in writing at least 2 calendar days before our plan is going to stop covering your care. The notice tells you:
- The date when we will stop covering the care for you.
- How to request a fast track appeal to request us to keep covering your care for a longer period of time.

2. You, or someone who is acting on your behalf, will be asked to sign the written notice to show that you received it. Signing the notice shows only that you have received the information about when your coverage will stop. Signing it does not mean you agree with the plan's decision to stop care.

Section 8.2 – 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, call Member Services at 1-888-777-5536 (TTY users call 711). Or call your State Health Insurance Assistance Program (SHIP) for personalized help. SHIP contact information is available in Chapter 2, Section 3.

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 who are 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.

Step 1: 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. If you miss the deadline, and you want to file an appeal, you still have appeal rights. Contact your Quality Improvement Organization using the contact information on the Notice of Medicare Non-coverage. The name, address, and phone number of the Quality Improvement Organization for your state may also be found in Chapter 2.

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

Legal	
Term	

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

What happens during this review?

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

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

What happens if the reviewers say yes?

- 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, and you choose to continue getting care after your coverage for the care has ended, then you can make a Level 2 appeal.

Section 8.3 – How to make a Level 2 appeal to have our plan cover your care for a longer time

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

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

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

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

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

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

What happens if the independent 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 independent review organization says no?

- It means they agree with the decision we made to your Level 1 appeal.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

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

- There are 3 additional levels of appeal after Level 2, for a total of 5 levels of appeal. If you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 tells you more about Levels 3, 4, and 5 of the appeals process.

Section 9 — Taking your appeal to Level 3 and beyond

Section 9.1 – Levels of Appeal 3, 4, and 5 for Medical Service Appeals

This section may be appropriate for you if you have made a Level 1 appeal and a Level 2 Appeal, and both of your appeal 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 a Level 2 appeal, we have the right to appeal a Level 3 decision that is favorable to you. If we decide to appeal it will go to a Level 4 appeal.
 - If we decide not to appeal, we must authorize or provide you with the medical care within 60 calendar days after receiving the Administrative Law Judge's or attorney adjudicator's decision.
 - If we decide to appeal the decision, we will send you a copy of the Level 4 appeal request with any accompanying documents. We may wait for the Level 4 appeal decision before authorizing or providing the medical care in dispute.
- If the Administrative Law Judge or attorney adjudicator says no to your appeal, the appeals process may or may not be over.
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you can continue to the next level of the review process. The notice you get will tell you what to do for a Level 4 appeal.

Level 4 appeal:

The Medicare Appeals Council (Council) will review your appeal and give you an answer. The Council is part of the federal government.

• If the answer is yes, or if the Council denies our request to review a favorable Level 3 appeal decision, the appeals process may or may not be over. Unlike a decision at Level 2,

we have the right to appeal a Level 4 decision that is favorable to you. We will decide whether to appeal this decision to Level 5.

- If we decide not to appeal the decision, we must authorize or provide you with the medical care within 60 calendar days after receiving the Council's decision.
- If we decide to appeal the decision, we will let you know in writing.
- If the answer is no or if the Council denies the review request, the appeals process may or may not be over.
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you may be able to continue to the next level of the review process. If the Council says no to your appeal, the notice you get will tell you whether the rules allow you to go on to a Level 5 appeal and how to continue with a Level 5 appeal.

Level 5 appeal:

A judge at the **Federal District Court** will review your appeal.

• A judge will review all of the information and decide yes or no to your request. This is a final answer. There are no more appeal levels after the Federal District Court.

Section 9.2 – Appeals Levels 3, 4, and 5 for Part D Drug Requests

This section may be appropriate for you if you have made a Level 1 appeal and a Level 2 appeal, and both of your appeal have been turned down.

If the value of the drug you have appealed meets a certain dollar amount, you may be able to go on to additional levels of appeal. If the dollar amount is less, you cannot appeal any further. The written response you receive to your Level 2 appeal will explain who to contact and what to do to ask for a Level 3 appeal.

For most situations that involve appeals, the last 3 levels of appeal work in much the same way. Here is who handles the review of your appeal at each of these levels.

Level 3 appeal:

An Administrative Law Judge or an attorney adjudicator who works for the federal government will review your appeal and give you an answer.

- If the answer is yes, the appeals process is over. We must authorize or provide the drug coverage that was approved by the Administrative Law Judge or attorney adjudicator within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days after we receive the decision.
- If the answer is no, the appeals process may or may not be over.

- If you decide to accept this decision that turns down your appeal, the appeals process is over.
- If you do not want to accept the decision, you can continue to the next level of the review process. The notice you get will tell you 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, the appeals process is over. We must authorize or provide the drug coverage that was approved by the Council within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days after we receive the decision.
- If the answer is no, the appeals process may or may not be over.
 - If you decide to accept this decision that turns down your appeal, the appeals process is over.
 - If you do not want to accept the decision, you may be able to continue to the next level of the review process. If the Council says no to your appeal or denies your request to review the appeal, the notice will tell you whether the rules allow you to go on to a Level 5 appeal. It will also tell you who to contact and what to do next if you choose to continue with your appeal.

Level 5 appeal:

A judge at the Federal District Court will review your appeal.

A judge will review all of the information and decide yes or no to your request. This is a final answer. There are no more appeal levels after the Federal District Court.

Making complaints

Section 10 — How to make a complaint about quality of care, waiting times, customer service, or other concerns

Section 10.1 – What kinds of problems are handled by the complaint process?

The complaint process is only used for certain types of problems. This includes problems related to quality of care, waiting times, and the customer service. Here are examples of the kinds of problems handled by the complaint process.

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

Section 10.2 – How to make a complaint

Legal Terms

- A complaint is also called a grievance.
- Making a complaint is also called filing a grievance.
- Using the process for complaints is also called using the process for filing a grievance.
- A fast complaint is also called an expedited grievance.

Step 1: Contact us promptly—either by phone or in writing.

- Calling Member Services at 1-888-777-5536 (TTY users call 711) is usually the first step. If there is anything else you need to do, Member Services will let you know.
- If you do not wish to call (or you called and were not satisfied), you can put your complaint in writing and send it to us. If you put your complaint in writing, we will respond to you in writing. We will also respond in writing when you make a complaint by phone if you request a written response or your complaint is related to quality of care.
- If you have a complaint, we will try to resolve your complaint over the phone. If we cannot resolve your complaint over the phone, we have a formal procedure to review your complaints. Your grievance must explain your concern, such as why you are dissatisfied with the services you received. Please see Chapter 2 for whom you should contact if you have a complaint.
 - You must submit your grievance to us (orally or in writing) within 60 calendar days of the event or incident. We must address your grievance as quickly as your health requires, but no later than 30 calendar days after receiving your complaint. We may extend the time frame to make our decision by up to 14 calendar days if you ask for an extension, or if we justify a need for additional information and the delay is in your best interest.
 - You can file a fast grievance about our decision not to expedite a coverage decision or appeal for medical care or items, or if we extend the time we need to make a decision about a coverage decision or appeal for medical care or items. We must respond to your fast grievance within 24 hours.
- The deadline for making a complaint is 60 calendar days from the time you had the problem you want to complain about.

Step 2: We look into your complaint and give you our answer.

- If possible, we will answer you right away. If you call us with a complaint, we may be able to give you an answer on the same phone call.
- Most complaints are answered within 30 calendar days. If we need more information and the delay is in your best interest or if you ask for more time, we can take up to 14 more calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.

- If you are making a complaint because we denied your request for a fast coverage decision or a fast appeal, we will automatically give you a fast complaint. If you have a fast complaint, it means we will give you an answer within 24 hours.
- If we do not agree with some or all of your complaint or don't take responsibility for the problem you are complaining about, we will include our reasons in our response to you.

Section 10.3 – 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 2 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.
- You can make your complaint to both the Quality Improvement Organization and us at the same time.

Section 10.4 – You can also tell Medicare about your complaint

You can submit a complaint about our plan directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx. You can also call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users call 1-877-486-2048.

Chapter 10 — Ending your membership in our plan

Section 1 — Ending your membership in our plan

Ending your membership in our plan may be **voluntary** (your own choice) or **involuntary** (not your own choice):

- You might leave our plan because you have decided that you want to leave. Section 2 and Section 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, we must continue to provide your medical care and prescription drugs and you will continue to pay your cost share until your membership ends.

Section 2 – When can you end your membership in our plan?

You can end your membership in our plan at any time. If you request disenrollment, your disenrollment effective date will be the first day of the month following our receipt of your disenrollment request.

Other Medicare health plans

If you want to enroll in another Medicare health plan or a Medicare prescription drug plan, you should first confirm with the other plan and your group that you are able to enroll. Your new plan will tell you the date when your membership in the new plan begins and your Medicare Advantage membership will end on that same day (your disenrollment date).

The Centers for Medicare & Medicaid Services will let us know if you enroll in another Medicare health plan, so you will not need to send us a disenrollment request.

Original Medicare

If you request disenrollment from Kaiser Permanente Medicare Advantage and you do not enroll in another Medicare health plan, you will automatically be enrolled in Original Medicare when your Medicare Advantage membership terminates (your disenrollment date). On your disenrollment date, you can start using your red, white, and blue Medicare card to get services under Original Medicare. You will not get anything in writing that tells you that you have Original Medicare after you disenroll. If you choose Original Medicare and you want to continue to get Medicare Part D drug coverage, you will need to enroll in a prescription drug plan.

If you receive Extra Help from Medicare to pay for your prescription drugs, and you switch to Original Medicare and do not enroll in a separate Medicare Part D prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

Note: If you disenroll from Medicare drug coverage and go without creditable prescription drug coverage for 63 or more days in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

Section 2.1 – Get more information about when you can end your membership

If you have any questions about ending your membership, you can:

- Contact your group's benefits administrator. You should always consult them before taking any action because it can affect your eligibility for group benefits.
- Call Member Services at 1-888-777-5536 (TTY users call 711).
- Find the information in the **Medicare & You** 2026 handbook.
- Contact Medicare at 1-800-MEDICARE (1-800-633-4227). TTY 1-877-486-2048

Section 3 – How do you end your membership in our plan?

You may request disenrollment by:

- Requesting disenrollment with your group's benefits administrator.
- Calling toll free 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.
- Sending written notice to the following address:

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. Medicare Department 4000 Garden City Drive Hyattsville, MD 20785

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

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

- Continue to use our network providers to receive medical care.
- Continue to use our network pharmacies or mail order to get your prescriptions filled.
- If you are hospitalized on the day that your membership ends, your hospital stay will be covered by our plan until you are discharged (even if you are discharged after your new health coverage begins).

Section 5 – We must end your membership in our plan in certain situations

We must end your membership in our 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 6 months.
 - If you have been a member of our plan continuously prior to January 1999, and you were living outside of our service area before January 1999, you are still eligible as long as you have not moved since before January 1999. However, if you move to another location outside of our service area, you will be disenrolled from our plan.
 - If you move or take a long trip, call Member Services at 1-888-777-5536 (TTY users call 711) to find out if the place you are moving or traveling to is in our plan's area.
- If you become incarcerated (go to prison).
- If you are no longer a United States citizen or lawfully present in the United States.
- If you lie or withhold information about other insurance you have that provides prescription drug coverage.
- If you intentionally give us incorrect information when you are enrolling in our plan and that information affects your eligibility for our plan. We cannot make you leave our plan for this reason unless we get permission from Medicare first.
- If you continuously behave in a way that is disruptive and makes it difficult for us to provide medical care for you and other members of our plan. We cannot make you leave our plan for this reason unless we get permission from Medicare first.
- If you let someone else use your membership card to get medical care. We cannot make you leave our plan for this reason unless we get permission from Medicare first.
 - If we end your membership because of this reason, Medicare may have your case investigated by the Inspector General.
- If you are required to pay the extra Part D amount because of your income and you do not pay it, Medicare will disenroll you from our plan and you will lose drug coverage.

If you have questions or would like more information on when we can end your membership, call Member Services at 1-888-777-5536 (TTY users call 711).

Section 5.1 – We cannot ask you to leave our plan for any health-related reason

We are not allowed to ask you to leave our plan for any health-related reason.

What should you do if this happens?

If you feel that you are being asked to leave our plan because of a health-related reason, call Medicare at 1-800-MEDICARE (1-800-633-4227) (TTY 1-877-486-2048).

Section 5.2 – 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.

<u>Chapter 11 — Legal notices</u>

Section 1 — Notice about governing law

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

Section 2 — Notice about nondiscrimination

We don't discriminate based on race, ethnicity, national origin, color, religion, sex, gender, age, sexual orientation, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location within the service area. All organizations that provide Medicare Advantage plans, like our plan, must obey federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, all other laws that apply to organizations that get federal funding, and any other laws and rules that apply for any other reason.

If you want more information or have concerns about discrimination or unfair treatment, please call the Department of Health and Human Services' **Office for Civil Rights** at **1-800-368-1019** (TTY **1-800-537-7697**) or your local Office for Civil Rights. You can also review information from the Department of Health and Human Services' Office for Civil Rights at https://www.hhs.gov/ocr/index.html.

If you have a disability and need help with access to care, please call us at Member Services 1-888-777-5536 (TTY users call 711). If you have a complaint, such as a problem with wheelchair access, Member Services can help.

Section 3 — Notice about Medicare Secondary Payer subrogation rights

We have the right and responsibility to collect for covered Medicare services for which Medicare is not the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, Kaiser Permanente Medicare Advantage, as a Medicare Advantage Organization, will exercise the same rights of recovery that the Secretary exercises under CMS regulations in subparts B through D of part 411 of 42 CFR and the rules established in this section supersede any state laws.

Section 4 — Administration of this Evidence of Coverage

We may adopt reasonable policies, procedures, and interpretations to promote orderly and efficient administration of this **Evidence of Coverage**.

Section 5 — Applications and statements

You must complete any applications, forms, or statements that we request in our normal course of business or as specified in this **Evidence of Coverage**.

Section 6 — Assignment

You may not assign this **Evidence of Coverage** or any of the rights, interests, claims for money due, benefits, or obligations hereunder without our prior written consent.

Section 7 — Attorney and advocate fees and expenses

In any dispute between a member and Health Plan, the Medical Group, or plan hospitals, each party will bear its own fees and expenses, including attorneys' fees, advocates' fees, and other expenses except as otherwise required by law.

Section 8 — Coordination of benefits

As described in Chapter 1, Section 6, "How other insurance works with our plan," if you have other insurance, you are required to use your other coverage in combination with your coverage as a Kaiser Permanente Medicare Advantage plan member to pay for the care you receive. This is called "coordination of benefits" because it involves coordinating all of the health benefits that are available to you. You will get your covered care as usual from network providers, and the other coverage you have will simply help pay for the care you receive.

If your other coverage is the primary payer, it will often settle its share of payment directly with us, and you will not have to be involved. However, if payment owed to us by a primary payer is sent directly to you, you are required by Medicare law to give this primary payment to us. For more information about primary payments in third party liability situations, see Section 16 in this chapter, and for primary payments in workers' compensation cases, see Section 18 in this chapter.

You must tell us if you have other health care coverage, and let us know whenever there are any changes in your additional coverage.

Section 9 — Employer responsibility

For any services that the law requires an employer to provide, we will not pay the employer, and when we cover any such services, we may recover the value of the services from the employer.

Section 10 — Evidence of Coverage binding on members

By electing coverage or accepting benefits under this **Evidence of Coverage**, all members legally capable of contracting, and the legal representatives of all members incapable of contracting, agree to all provisions of this **Evidence of Coverage**.

Section 11 — Government agency responsibility

For any services that the law requires be provided only by or received only from a government agency, we will not pay the government agency, and when we cover any such services we may recover the value of the services from the government agency.

Section 12 — Member nonliability

Our contracts with network providers provide that you are not liable for any amounts we owe. However, you are liable for the cost of noncovered services you obtain from network providers or out-of-network providers.

Section 13 — No waiver

Our failure to enforce any provision of this **Evidence of Coverage** will not constitute a waiver of that or any other provision, or impair our right thereafter to require your strict performance of any provision.

Section 14 — Notices

Our notices to you will be sent to the most recent address we have. You are responsible for notifying us of any change in your address. If you move, please call Member Services (phone numbers are printed on the back of this document) and Social Security at **1-800-772-1213** (TTY **1-800-325-0778**) as soon as possible to report your address change.

Section 15 — Overpayment recovery

We may recover any overpayment we make for services from anyone who receives such an overpayment or from any person or organization obligated to pay for the services.

Section 16 — Third party liability

As stated in Chapter 1, Section 6, third parties who cause you injury or illness (and/or their insurance companies) usually must pay first before Medicare or our plan. Therefore, we are entitled to pursue these primary payments. If you obtain a judgment or settlement from or on behalf of a third party who allegedly caused an injury or illness for which you received covered services, you must ensure we receive reimbursement for those services.

Note: This "Third party liability" section does not affect your obligation to pay cost-sharing for these services.

To the extent permitted or required by law, we shall be subrogated to all claims, causes of action, and other rights you may have against a third party or an insurer, government program, or other source of coverage for monetary damages, compensation, or indemnification on account of the injury or illness allegedly caused by the third party. We will be so subrogated as of the time we mail or deliver a written notice of our exercise of this option to you or your attorney.

To secure our rights, we will have a lien and reimbursement rights to the proceeds of any judgment or settlement you or we obtain against a third party that results in any settlement proceeds or judgment, from other types of coverage that include but are not limited to: liability, uninsured motorist, underinsured motorist, personal umbrella, worker's compensation, personal injury, medical payments and all other first party types. The proceeds of any judgment or settlement that you or we obtain shall first be applied to satisfy our lien, regardless of whether you are made whole and regardless of whether the total amount of the proceeds is less than the actual losses and damages you incurred. We are not required to pay attorney fees or costs to any attorney hired by you to pursue your damages claim. If you reimburse us without the need for legal action, we will allow a procurement cost discount. If we have to pursue legal action to enforce its interest, there will be no procurement discount.

Within 30 days after submitting or filing a claim or legal action against a third party, you must send written notice of the claim or legal action to:

Kaiser Permanente Attention: Patient Financial Services Department 4000 Garden City Drive Hyattsville, Maryland 20785

In order for us to determine the existence of any rights we may have and to satisfy those rights, you must complete and send us all consents, releases, authorizations, assignments, and other documents, including lien forms directing your attorney, the third party, and the third party's liability insurer to pay us directly. You may not agree to waive, release, or reduce our rights under this provision without our prior, written consent.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on your injury or illness, your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the third party. We may assign our rights to enforce our liens and other rights.

Section 17 — U.S. Department of Veterans Affairs

For any services for conditions arising from military service that the law requires the Department of Veterans Affairs to provide, we will not pay the Department of Veterans Affairs, and when we cover any such services we may recover the value of the services from the Department of Veterans Affairs.

Section 18 — Workers' compensation or employer's liability benefits

As stated in Chapter 1, Section 6, workers' compensation usually must pay first before Medicare or our plan. Therefore, we are entitled to pursue primary payments under workers' compensation or employer's liability law. You may be eligible for payments or other benefits, including amounts received as a settlement (collectively referred to as "Financial Benefit"), under workers' compensation or employer's liability law. We will provide covered services even if it is unclear whether you are entitled to a Financial Benefit, but we may recover the value of any covered services from the following sources:

- From any source providing a Financial Benefit or from whom a Financial Benefit is due.
- From you, to the extent that a Financial Benefit is provided or payable or would have been required to be provided or payable if you had diligently sought to establish your rights to the Financial Benefit under any workers' compensation or employer's liability law.

Section 19 — Surrogacy

In situations where a member receives monetary compensation to act as a surrogate, our plan will seek reimbursement of all Plan Charges for covered services the member receives that are associated with conception, pregnancy and/or delivery of the child. A surrogate arrangement is one in which a woman agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child.

Chapter 12 — Definitions of important words

Allowance – A specified credit amount that you can use toward the cost of an item or service. If the cost of the item(s) or service(s) you select exceeds the allowance, you will pay the amount in excess of the allowance, which does not apply to the maximum out-of-pocket amount.

Allowed Charges – The maximum amount of the billed charge that is determined to be payable by our plan for covered services.

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

Annual Enrollment Period – A set time each fall when members can change their health or drug plans or switch to Original Medicare. The Annual Enrollment Period is from October 15 until December 7.

Appeal – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs you already got. You may also make an appeal if you disagree with our decision to stop services that you are getting.

Balance Billing – When a provider (such as a doctor or hospital) bills a patient more than our plan's allowed cost-sharing amount. As a member of our plan, 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 both our plan and Original Medicare measure your use of skilled nursing facility (SNF) services. A benefit period begins the day you go into a skilled nursing facility. The benefit period ends when you have not received any skilled care in a SNF for 60 days in a row. If you go into a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.

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

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

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

Catastrophic Coverage Stage – The stage in the Part D drug benefit that begins when you (or other qualified parties on your behalf) have spent \$2,100 for Part D covered drugs during the covered year. During this payment stage, you pay nothing for your covered Part D drugs.

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

Coinsurance – An amount you may be required to pay, expressed as a percentage (for example, 20%) of Plan Charges as your share of the cost for services or prescription drugs.

Complaint – The formal name for "making a complaint" is **filing a grievance**. The complaint process is used only for certain types of problems only. 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 Formulary (Formulary or "Drug List") – A list of prescription drugs covered by our plan.

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.

Coordination of Benefits (COB) — Coordination of Benefits is a provision used to establish the order in which claims are paid when you have other insurance. If you have Medicare and other health insurance or coverage, each type of coverage is called a payer. When there is more than one payer, there are "coordination of benefits" rules that decide which one pays first. The primary payer pays what it owes on your bills first, and then sends the rest to the "secondary payer" to pay. If payment owed to us is sent directly to you, you are required under Medicare law to give the payment to us. In some cases, there may also be a third payer. See Chapter 1, Section 6, and Chapter 11, Section 8 for more information.

Copayment (or copay) – An amount you may be required to pay as your share of the cost for a medical service or supply, like a doctor's visit, hospital outpatient visit, or a prescription drug. A copayment is a set amount for example, \$10), rather than a percentage.

Cost-Sharing – Cost-sharing refers to amounts that a member has to pay when services or drugs are received. Cost-sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services or drugs are covered; (2) any fixed copayment amount that a plan requires when a specific service or drug is received; or (3) any coinsurance amount, a percentage of the total amount paid for a service or drug that a plan requires when a specific service or drug is received. Note: In some cases, you may not pay all applicable cost-sharing at the time you receive the services, and we will send you a bill later for the cost-sharing. For example, if you receive non-preventive care during a scheduled preventive care visit, we may bill you later for the cost-sharing applicable to the nonpreventive care. For items ordered in advance, you pay the cost-sharing in effect on the order date (although we will not cover the item unless you still have coverage for it on the date you receive it) and you may be required to pay the cost-sharing when the item is ordered. For outpatient prescription drugs, the order date is the date that the pharmacy processes the order after receiving all of the information

they need to fill the prescription.

Cost-Sharing Tier – Every drug on the list of covered drugs is in one of 6 cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug.

Coverage Determination – A decision about whether a drug prescribed for you is covered by our plan and the amount, if any, you are required to pay for the prescription. In general, if you bring your prescription to a pharmacy and the pharmacy tells you the prescription isn't covered, under your plan, that isn't a coverage determination. You need to call or write to your plan to ask for a formal decision about the coverage. Coverage determinations are called **coverage decisions** in this document.

Covered Drugs – The term we use to mean all of the prescription drugs covered by our plan.

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.

Daily Cost-Sharing Rate – A daily cost-sharing rate may apply when your doctor prescribes less than a full month's supply of certain drugs for you and you are required to pay a copayment. A daily cost-sharing rate is the copayment divided by the number of days in a month's supply. Here is an example: If your copayment for a one-month supply of a drug is \$30, and a one-month's supply in your plan is 30 days, then your daily cost-sharing rate is \$1 per day.

Deductible – The amount you must pay for health care or prescriptions before our plan pays.

Disenroll or **Disenrollment** – The process of ending your membership in our plan.

Dispensing Fee – A fee charged each time a covered drug is dispensed to pay for the cost of filling a prescription, such as the pharmacist's time to prepare and package the prescription.

Drug Tier – Every drug on the list of covered drugs is in one of 6 drug tiers. In general, the higher the drug tier, the higher your cost for the drug.

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.

Emergency Medical Condition – A medical or mental health condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, with an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

- Serious jeopardy to the health of the individual or, in the case of a pregnant woman, the health of the woman or her unborn child;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

Evidence of Coverage (EOC) and Disclosure Information – This document, along with your enrollment form and any other attachments, riders, or other optional coverage selected, which explains your coverage, what we must do, your rights, and what you have to do as a member of our plan.

Exception – A type of coverage decision that, if approved, allows you to get a drug that is not on our formulary (a formulary exception), or get a nonpreferred drug at a lower cost-sharing level (a tiering exception). You may also request an exception if our plan requires a prior authorization for a drug and you want us to waive the criteria restriction (a formulary exception).

Excluded Drug – A drug that is not a covered Part D drug, as defined under 42 U.S.C. Section 1395w-102(e).

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

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

Grievance – A type of complaint you make about our plan, providers, or pharmacies, including a complaint concerning the quality of your care. This does not involve coverage or payment disputes.

Home Health Aide – A person who provides services that do not need the skills of a licensed nurse or therapist, such as help with personal care (e.g., bathing, using the toilet, dressing, or carrying out the prescribed exercises).

Home Health Care – Skilled nursing care and certain other health care services that you get in your home for the treatment of an illness or injury. Covered services are listed in the Medical Benefits Chart in Chapter 4, Section 2. We cover home health care in accord with Medicare guidelines. 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 do not include the services of housekeepers, food service arrangements, or full-time 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.

Hospital Inpatient Stay – A hospital stay when you have been formally admitted to the hospital for skilled medical services. Even if you stay in the hospital overnight, you might still be considered an outpatient.

Income Related Monthly Adjustment Amount (IRMAA) – If your modified adjusted gross income as reported on your IRS tax return from two years ago is above a certain amount, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount, also known as IRMAA. IRMAA is an extra charge added to your premium. Less than 5% of people with Medicare are affected, so most people will not pay a higher premium.

Initial Coverage Stage – This is the stage before your out-of-pocket costs for the year have reached the out-of-pocket threshold amount.

Initial Enrollment Period – When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. If you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the seven-month period that begins three months before the month you turn 65, includes the month you turn 65, and ends three months after the month you turn 65.

Inpatient Hospital Care – Health care that you get during an inpatient stay in an acute care general hospital.

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

Kaiser Foundation Health Plan (Health Plan) – Kaiser Foundation Health Plan is a nonprofit corporation and a Medicare Advantage organization. This **Evidence of Coverage** sometimes refers to Health Plan as "we" or "us."

Kaiser Permanente – Health Plan and Medical Group.

Kaiser Permanente Region (Region) – A Kaiser Foundation Health Plan organization that conducts a direct-service health care program. When you are outside our service area, you can get medically necessary health care and ongoing care for chronic conditions from designated providers in another Kaiser Permanente Region's service area. For more information, please refer to Chapter 3, Section 2.4.

Long-Term Care Hospital – A Medicare-certified acute-care hospital that typically provide Medicare covered services such as comprehensive rehabilitation, respiratory therapy, head trauma treatment, and pain management. They are not long-term care facilities such as convalescent or assisted living facilities.

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

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

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 your plan premiums, Medicare Part A and Part B premiums, and Part D prescription drugs do not count toward the 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.

Medical Care or Services – Health care services or items. Some examples of health care items include durable medical equipment, eyeglasses, and drugs covered by Medicare Part A or Part B, but not drugs covered under Medicare Part D.

Medical Group – It is the network of plan providers that our plan contracts with to provide covered services to you. The name of our medical group is the Mid-Atlantic Permanente Medical Group, P.C., a for-profit professional corporation.

Medically Accepted Indication – A use of a drug that is either approved by the Food and Drug Administration or supported by certain references, such as the American Hospital Formulary Service Drug Information and the Micromedex DRUGDEX Information system.

Medically Necessary – Services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

Medicare – The federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant).

Medicare Advantage (MA) Plan – Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage plan can be (i) an HMO, (ii) a PPO, (iii) a Private Fee-for-Service (PFFS) plan, or (iv) a Medicare Medical Savings Account (MSA) plan. Besides choosing from these types of plans, a Medicare Advantage HMO or PPO plan can also be a Special Needs Plan (SNP). In most cases, Medicare Advantage Plans also offer Medicare Part D (prescription drug coverage). These plans are called Medicare Advantage Plans with Prescription Drug Coverage.

Medicare-Covered Services – Services covered by Medicare Part A and Part B. All Medicare health plans must cover all of the services that are covered by Medicare Part A and B. The term Medicare-covered services does not include the extra benefits, such as vision, dental, or hearing, that a Medicare Advantage plan may offer.

Medicare Health Plan – A Medicare health plan is offered by a private company that contracts with Medicare to provide Part A and Part B benefits to people with Medicare who enroll in the plan. This term includes all Medicare Advantage Plans, Medicare Cost Plans, Demonstration/Pilot Programs, and Programs of All-Inclusive Care for the Elderly (PACE).

Medication Therapy Management (MTM) program – A Medicare Part D program for complex health needs provided to people who meet certain requirements or are in a Drug Management Program. MTM services usually include a discussion with a pharmacist or health care provider to review medications.

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

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

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

Member Services – A department within our plan responsible for answering your questions about your membership, benefits, grievances, and appeals. See Chapter 2 for information about how to contact Member Services.

Network Pharmacy – A pharmacy that contracts with our plan where members of our plan can get their prescription drug benefits. In most cases, your prescriptions are covered only if they are filled at one of our network pharmacies.

Network Physician – Any licensed physician who is a partner or an employee of the Medical Group, or any licensed physician who contracts to provide services to our members (but not including physicians who contract only to provide referral services).

Network Provider – **Provider** is the general term for doctors, other health care professionals (including, but not limited to, physician assistants, nurse practitioners, and nurses), 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 be called **plan providers**.

Organization Determination – A decision our plan makes about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called coverage decisions in this document.

Original Biological Product – A biological product that has been approved by the Food and Drug Administration (FDA) and serves as the comparison for manufacturers making a biosimilar version. It is also called a reference product.

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

Out-of-Network Pharmacy – A pharmacy that does not have a contract with our plan to coordinate or provide covered drugs to members of our plan. Most drugs you get from out-of-network pharmacies are not covered by our plan unless certain conditions apply (see Chapter 5, Section 2.5, for more information).

Out-of-Network Provider or Out-of-Network Facility – A provider or facility that does not have a contract with our plan to coordinate or provide covered services to members of our plan. Out-of-network providers are providers that are not employed, owned, or operated by our plan.

Out-of-Pocket Costs – See the definition for cost-sharing above. A member's cost-sharing requirement to pay for a portion of services or drugs received is also referred to as the member's out-of-pocket cost requirement.

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

PACE Plan – A PACE (Program of All-Inclusive Care for the Elderly) plan combines medical, social, and long-term services and supports (LTSS) for frail people to help people stay independent and living in their community (instead of moving to a nursing home) for as long as possible. People enrolled in PACE plans receive both their Medicare and Medicaid benefits through the plan.

Part C - See Medicare Advantage (MA) Plan.

Part D – The voluntary Medicare Prescription Drug Benefit Program.

Part D Drugs – Drugs that can be covered under Part D. We may or may not offer all Part D drugs. Certain categories of drugs have been as excluded as covered Part D drugs by Congress. Certain categories of Part D drugs must be covered by every plan.

Part D Late Enrollment Penalty – An amount we will bill you every month for your Medicare Part D drug coverage if you go without creditable coverage (coverage that is expected to pay, on average, at least as much as standard Medicare prescription drug coverage) for a continuous period of 63 days or more after you are first eligible to join a Part D plan.

Plan – Kaiser Permanente Medicare Advantage.

Plan Charges – Plan Charges means the following:

- For services provided by the Medical Group or plan hospitals, the charges in Health Plan's schedule of Medical Group and plan hospitals charges for services provided to members.
- For services for which a provider (other than the Medical Group or plan hospitals) is compensated on a capitation basis, the charges in the schedule of charges that Kaiser Permanente negotiates with the capitated provider.
- For items obtained at a pharmacy owned and operated by Kaiser Permanente, the amount the pharmacy would charge a member for the item if a member's benefit plan did not cover the item (this amount is an estimate of: the cost of acquiring, storing, and dispensing drugs; the direct and indirect costs of providing Kaiser Permanente pharmacy services to members; and the pharmacy program's contribution to the net revenue requirements of Health Plan).
- For all other services, the payments that Kaiser Permanente makes for the services or, if Kaiser Permanente subtracts cost-sharing from its payment, the amount Kaiser Permanente would have paid if it did not subtract cost-sharing.

Post-Stabilization Care – Medically necessary services related to your emergency medical condition that you receive after your treating physician determines that this condition is clinically stable. You are considered clinically stable when your treating physician believes, within a reasonable medical probability and in accordance with recognized medical standards, that you are safe for discharge or transfer and that your condition is not expected to get materially worse during or as a result of the discharge or transfer.

Preferred Cost-Sharing – Preferred cost-sharing means lower cost-sharing for certain covered Part D drugs at certain network pharmacies.

Preferred Pharmacy – A plan pharmacy where you can get your prescriptions at preferred copayments. These pharmacies are usually located at network medical offices (see the *Pharmacy Directory* for locations). The amount you pay at these pharmacies is less than you pay at other network pharmacies that only offer standard cost-sharing, which are referred to in this document as standard pharmacies.

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 (nonpreferred) providers.

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

Primary Care Provider (PCP) – The doctor or other provider you see first for most health problems. In many Medicare health plans, you must see your primary care provider before you see any other health care provider.

Prior Authorization – Approval in advance to get services or certain drugs. Covered services that need prior authorization are marked in the Medical Benefits Chart in Chapter 4 and described in Chapter 3, Section 2.3. Covered drugs that need prior authorization are marked in the formulary and our criteria is posted on our website.

Prosthetics and Orthotics – Medical devices including, but are not limited to: arm, back and neck braces; artificial limbs; artificial eyes; and devices needed to replace an internal body part or function, including ostomy and urological 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.

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

Referral – A written order from your primary care doctor for you to visit a specialist or get certain medical services. Without a referral, our plan may not pay for services from a specialist.

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

Service Area – A geographic area where you must live to join a particular health plan. For plans that limit which doctors and hospitals you may use, it's also generally the area where you can get routine (nonemergency) services. We must disenroll you if you permanently move out of our plan's service area.

The Mid-Atlantic States Region's service area is described in Chapter 1, Section 2.2. For the purposes of premiums, cost-sharing, enrollment, and disenrollment, there are multiple Kaiser Permanente Medicare Advantage plans in our Region's service area. But, for the purposes of obtaining covered services, you get care from network providers anywhere inside our Region's service area.

Services – Health care services, supplies, or items.

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 are getting "Extra Help" with your prescription drug costs, if you move into a nursing home, or if we violate our contract with you.

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

Specialty-Tier Drugs – Very high-cost drugs approved by the FDA that are on our formulary.

Standard Cost-Sharing – Standard cost-sharing is cost-sharing other than preferred cost-sharing offered at a network pharmacy.

Standard Pharmacy – A plan pharmacy where you can get your prescriptions at standard copayments. These pharmacies aren't usually located at network medical offices (see the *Pharmacy Directory* for locations). The amount you pay at these pharmacies is more than you pay at network pharmacies that only offer preferred cost-sharing, which are referred to in this document as preferred pharmacies.

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

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



Kaiser Permanente Medicare Advantage Member Services

METHOD	Member Services – contact information
CALL	1-888-777-5536 Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m. Member Services also has free language interpreter services available for non-English speakers.
TTY	711 Calls to this number are free. 7 days a week, 8 a.m. to 8 p.m.
WRITE	Kaiser Permanente Member Services Nine Piedmont Center 3495 Piedmont Road, NE Atlanta, GA 30305-1736
WEBSITE	kp.org

State Health Insurance Assistance Program

A 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. Please see Chapter 2, Section 3, for SHIP contact information.