

January 1 – December 31, 2021



## Evidence of Coverage:

### Your Medicare Health Benefits and Services as a Member of Platinum Blue<sup>SM</sup> Choice Plan (Cost)

This booklet gives you the details about your Medicare health care coverage from January 1 – December 31, 2021. It explains how to get coverage for the health care services you need. **This is an important legal document. Please keep it in a safe place.**

This plan, Platinum Blue, is offered by Blue Cross and Blue Shield of Minnesota, an independent licensee of the Blue Cross and Blue Shield Association. When this *Evidence of Coverage* says “we,” “us,” or “our,” it means Blue Cross and Blue Shield of Minnesota. When it says “plan” or “our plan,” it means Platinum Blue.

Please contact our Customer Service at 1-866-340-8654 for additional information. (TTY users should call 711.) Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.

Upon request, we can give you information in braille, in large print, or other alternative formats if you need it.

Benefits, premium, and/or copayments/coinsurance may change on January 1, 2022.

The provider network may change at any time. You will receive notice when necessary.

Blue Cross<sup>®</sup> and Blue Shield<sup>®</sup> of Minnesota and Blue Plus<sup>®</sup> are nonprofit independent licensees of the Blue Cross and Blue Shield Association.



**2021 Evidence of Coverage**  
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# CHAPTER 1

*Getting started as a member*

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

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## **SECTION 1 Introduction**

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### **Section 1.1 You are enrolled in Platinum Blue, which is a Medicare Cost Plan**

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You are covered by Medicare, and you have chosen to get your Medicare health care coverage through our plan, Platinum Blue.

There are different types of Medicare health plans. Platinum Blue is a Medicare Cost Plan. This plan does not include Part D prescription drug coverage. Like all Medicare health plans, this Medicare Cost Plan is approved by Medicare and run by a private company.

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

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### **Section 1.2 What is the *Evidence of Coverage* booklet about?**

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

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

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

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

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

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#### **It's part of our contract with you**

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

The contract is in effect for months in which you are enrolled in Platinum Blue between January 1, 2021 and December 31, 2021.

Each calendar year, Medicare allows us to make changes to the plans that we offer. This means we can change the costs and benefits of Platinum Blue after December 31, 2021. We can also

choose to stop offering the plan, or to offer it in a different service area, after December 31, 2021.

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

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

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

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### **Section 2.1 Your eligibility requirements**

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

- You have Medicare Part B (or you have both Part A and Part B) (Section 2.2 tells you about Medicare Part A and Medicare Part B)
- -- *and* -- you live in our geographic service area (Section 2.3 below describes our service area).
- -- *and* -- you are a United States citizen or are lawfully present in the United States
- -- *and* -- you do *not* have End-Stage Renal Disease (ESRD), with limited exceptions, such as if you develop ESRD when you are already a member of a plan that we offer.

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### **Section 2.2 What are Medicare Part A and Medicare Part B?**

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

- Medicare Part A generally helps cover services provided by hospitals (for inpatient services, skilled nursing facilities, or home health agencies).
- Medicare Part B is for most other medical services (such as physician's services, home infusion therapy, and other outpatient services) and certain items (such as durable medical equipment (DME) and supplies).

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### **Section 2.3 Here is the plan service area for Platinum Blue**

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Although Medicare is a Federal program, Platinum Blue 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 21 counties in Minnesota: Aitkin, Carlton, Cook, Goodhue, Itasca, Kanabec, Koochiching, Lake, Le Sueur, McLeod, Meeker, Mille Lacs, Pine, Pipestone, Rice, Rock, Sibley, St Louis, Stevens, Traverse, Yellow Medicine Counties.

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

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

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

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

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

### Section 3.1 Your plan membership card – Use it to get the care covered by Platinum Blue

We will send you a plan membership card. You should use this card whenever you get covered services from a Platinum Blue network provider. You should also show the provider your Medicaid card, if applicable. Here’s a sample membership card to show you what yours will look like:

		Platinum Blue™ (Cost)	
Name <b>FIRSTNAME M                  LASTNAME</b> ID # <b>XZH123456789001</b>		Group <b>10194302</b>	
SvcType <b>Medical</b> RxBIN <b>610455</b> RxPCN <b>HMPBB2</b>		Care Type : <b>Medicare Cost Cntrct</b> Primary Care Visit <b>\$5</b> Specialty Copay <b>\$15</b> ER Copay <b>\$90</b> CMS <b>H2461 006</b>	
<b>SAMPLE</b>			
		www.bluecrossmnonline.com	
Members: See your Evidence of Coverage for covered services and other important information. Possession of this card does not guarantee eligibility of benefits.		Customer Service: <b>1-866-340-8654</b> Provider Service: <b>1-888-420-2227</b> 24-Hour Nurse Advice: <b>1-800-622-9524</b> TTY Capability: <b>711</b> MN Dept of Health Appeal/Grievance: <b>1-800-657-3916</b> Find a Pharmacy: <b>1-800-509-0545</b> Pharmacist Only: <b>1-800-648-2778</b> Dental Service Line*: <b>1-844-397-4182</b>	
Providers: If you are a Platinum Blue (Cost) provider, submit Medicare part A claims to Medicare, and Medicare part B claims to BCBSM. For all other providers, submit both Medicare part A & B to Medicare.		Electronic Dental Claims: Use your United Concordia® Payer ID, remove the alpha prefix before the unique identifying number for claims submission. UCD PO Box 69449 Harrisburg, PA 17106-9449 *An independent company contracted to provide administrative services for this dental product.	
Blue Cross and Blue Shield of Minnesota and Blue Plus are nonprofit independent licensees of the Blue Cross and Blue Shield Association.		Blue Cross and Blue Shield of Minnesota and Blue Plus P.O. Box 64338 St. Paul, MN 55164-0338	
<b>SAMPLE</b>		<b>SAMPLE</b>	

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

Because Platinum Blue is a Medicare Cost Plan, you should also **keep your red, white, and blue Medicare card with you**. As a Cost Plan member, if you receive Medicare-covered services (except for emergency or urgent care) from an out-of-network provider or when you are outside of our service area, these services will be paid for by Original Medicare, not Platinum

Blue. In these cases, you will be responsible for Original Medicare deductibles and coinsurance. (If you receive emergency or urgent care from an out-of-network provider or when you are outside of our service area, Platinum Blue will pay for these services.) It is important that you keep your red, white, and blue Medicare card with you for when you receive services paid for under Original Medicare.

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

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

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

**Network providers** are the doctors and other health care professionals, medical groups, durable medical equipment suppliers, hospitals, and other health care facilities that have an agreement with us to accept our payment and any plan cost sharing as payment in full. We have arranged for these providers to deliver covered services to members in our plan. However, members of our plan may also get services from out-of-network providers. If you get care from out-of-network providers, you will pay the cost sharing amounts under Original Medicare.

If you don't have your copy of the Provider Directory, you can request a copy from Customer Service (phone numbers are printed on the back cover of this booklet). You may ask Customer Service for more information about our network providers, including their qualifications. You can also see the Provider Directory at [bluecrossmn.com](http://bluecrossmn.com), or download it from this website. Both Customer Service and the website can give you the most up-to-date information about changes in our network providers. We feature a large network of health care providers. Each provider is an independent contractor and is not our agent.

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## **SECTION 4      Your monthly premium for Platinum Blue**

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

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As a member of our plan, you pay a monthly plan premium. For 2021, the monthly premium for Platinum Blue is \$94.00. In addition, you must continue to pay your Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

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## **SECTION 5      More information about your monthly premium**

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

In addition to paying the monthly plan premium, many members are required to pay other Medicare premiums. Some plan members (those who aren't eligible for premium-free Part A) pay a premium for Medicare Part A. And most plan members pay a premium for Medicare Part B. **You must continue paying your Medicare Part B premium to remain a member of the plan.**

Your copy of *Medicare & You 2021* gives information about Medicare premiums in the section called “2021 Medicare Costs.” This explains how the Medicare Part B premium differs for people with different incomes. Everyone with Medicare receives a copy of *Medicare & You* each year in the fall. Those new to Medicare receive it within a month after first signing up. You can also download a copy of *Medicare & You 2021* from the Medicare website ([www.medicare.gov](http://www.medicare.gov)). Or, you can order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

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## **Section 5.1 There are several ways you can pay your plan premium**

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There are three ways you can pay your plan premium. You can let us know what method you want to use by checking the appropriate box on your enrollment application. You can call Customer Service to request information on how to change the way you pay your premium.

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

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

You can pay your premium monthly, quarterly, semiannually, or annually.

A bill for premiums will be received in the month before payment is due and will indicate the date that payment is due (the first of the month). Premium payments must be made payable to Blue Cross and Blue Shield of Minnesota and should be mailed to Blue Cross and Blue Shield of Minnesota, P.O. Box 860448, Minneapolis, MN 55486-0448 or can be delivered in person to Blue Cross at 1800 Yankee Doodle Road in Eagan, Minnesota or at any of our retail center locations. Retail center locations can be found here: [bluecrossmn.com/centers](http://bluecrossmn.com/centers).

### **Option 2: You can pay your monthly premium through electronic funds transfer**

Platinum Blue also offers you the ability to use electronic funds transfer (EFT) through the Monthly Automatic Withdrawal option to have your premiums automatically withdrawn from your checking or savings account monthly. If you choose this option, your monthly premium amount will be withdrawn from your account on the first (1st) day of the month, each month. If you are interested in signing up for Monthly Automatic Withdrawal, please call Customer Service. (Phone numbers for Customer Service are printed on the back cover of this booklet.)

### **Option 3: You can have the plan premium taken out of your monthly Social Security check or Railroad Benefits**

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

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

Your plan premium is due in our office by the first of the month. If we have not received your premium payment by the first day of the month, we will send you a notice telling you that your plan membership will end if we do not receive your premium within 90 days.

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

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

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

If you think we have wrongfully ended your membership, you have a right to ask us to reconsider this decision by making a complaint. Chapter 7, Section 9 of this booklet tells how to make a complaint. If you had an emergency circumstance that was out of your control and it caused you to not be able to pay your plan premium within our grace period, you can ask us to reconsider this decision by calling Customer Service toll-free at 1-866-340-8654 between the hours of 8:00 a.m. and 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year. TTY users should call 711. You must make your request no later than 60 days after the date your membership ends.

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### **Section 5.2 Can we change your monthly plan premium during the year?**

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

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## **SECTION 6 Please keep your plan membership record up to date**

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### **Section 6.1 How to help make sure that we have accurate information about you**

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

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

**Let us know about these changes:**

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

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

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

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

Medicare requires that we collect information from you about any other medical or drug insurance coverage that you have. That's because we must coordinate any other coverage you have with your benefits under our plan. (For more information about how our coverage works when you have other insurance, see Section 8 in this chapter.)

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

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**SECTION 7 We protect the privacy of your personal health information**

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**Section 7.1 We make sure that your health information is protected**

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

For more information about how we protect your personal health information, please go to Chapter 6, Section 1.3 of this booklet.

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## **SECTION 8 How other insurance works with our plan**

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### **Section 8.1 Which plan pays first when you have other insurance?**

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

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

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

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

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

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

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

# CHAPTER 2

*Important phone numbers  
and resources*

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

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## **SECTION 1 Platinum Blue contacts** (how to contact us, including how to reach Customer Service at the plan)

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

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

<b>Method</b>	<b>Customer Service – Contact Information</b>
<b>CALL</b>	Toll-free 1-866-340-8654 Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year. Customer Service also has free language interpreter services available for non-English speakers.
<b>TTY</b>	711 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
<b>FAX</b>	(651) 662-7364
<b>WRITE</b>	Blue Cross and Blue Shield of Minnesota Platinum Blue P.O. Box 64560 St. Paul, MN 55164-0560
<b>WEBSITE</b>	<a href="http://bluecrossmn.com">bluecrossmn.com</a>

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

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

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

<b>Method</b>	<b>Coverage Decisions for Medical Care – Contact Information</b>
<b>CALL</b>	Toll-free 1-866-340-8654 Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
<b>TTY</b>	711 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
<b>FAX</b>	(651) 662-9517 (metro) or toll-free 1-866-800-1665 <b>If you are requesting expedited review</b> , please write “Expedite” on the fax cover sheet.
<b>WRITE</b>	Blue Cross and Blue Shield of Minnesota Platinum Blue P.O. Box 64560 St. Paul, MN 55164-0560

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

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

<b>Method</b>	<b>Appeals for Medical Care – Contact Information</b>
<b>CALL</b>	Toll-free 1-866-340-8654 Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
<b>TTY</b>	711 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
<b>FAX</b>	(651) 662-9517 <b>If you are requesting expedited review</b> , please write “Expedite” on the fax cover sheet.
<b>WRITE</b>	Blue Cross and Blue Shield of Minnesota Consumer Service Center P.O. Box 982800 El Paso, TX 79998-2800

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

You can make a complaint about us or one of our network providers, including a complaint about the quality of your care. This type of complaint does not involve coverage or payment disputes. (If your problem is about the plan’s coverage or payment, you should look at the section above about making an appeal.) For more information on making a complaint about your medical care, see Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*).

<b>Method</b>	<b>Complaints about Medical Care – Contact Information</b>
<b>CALL</b>	Toll-free 1-866-340-8654 Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
<b>TTY</b>	711 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
<b>FAX</b>	(651) 662-9517 <b>If you are requesting expedited review</b> , please write “Expedite” on the fax cover sheet.
<b>WRITE</b>	Blue Cross and Blue Shield of Minnesota Platinum Blue P.O. Box 982800 El Paso, TX 79998-2800
<b>MEDICARE WEBSITE</b>	You can submit a complaint about Platinum Blue directly to Medicare. To submit an online complaint to Medicare go to <a href="http://www.medicare.gov/MedicareComplaintForm/home.aspx">www.medicare.gov/MedicareComplaintForm/home.aspx</a> .

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

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

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

Method	Payment Requests – Contact Information
<b>CALL</b>	Toll-free 1-866-340-8654 Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
<b>TTY</b>	711 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
<b>FAX</b>	(651) 662-7364
<b>WRITE</b>	Blue Cross and Blue Shield of Minnesota Platinum Blue P.O. Box 982805 El Paso, TX 79998-2805
<b>WEBSITE</b>	<a href="http://bluecrossmn.com">bluecrossmn.com</a>

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## SECTION 2 Medicare

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

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

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

Method	Medicare – Contact Information
<b>CALL</b>	1-800-MEDICARE, or 1-800-633-4227 Calls to this number are free. 24 hours a day, 7 days a week.
<b>TTY</b>	1-877-486-2048 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.
<b>WEBSITE</b>	<a href="http://www.medicare.gov">www.medicare.gov</a> This is the official government website for Medicare. It gives you up-to-date information about Medicare and current Medicare issues. It also has information about hospitals, nursing homes, physicians, home health agencies, and dialysis facilities. It includes booklets you can print directly from your computer. You can also find Medicare contacts in your state. The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools: <ul style="list-style-type: none"><li>• <b>Medicare Eligibility Tool:</b> Provides Medicare eligibility status information</li><li>• <b>Medicare Plan Finder:</b> Provides personalized information about available Medicare prescription drug plans, Medicare health plans, and Medigap (Medicare Supplement Insurance) policies in your area. These tools provide an <i>estimate</i> of what your out-of-pocket costs might be in different Medicare plans.</li></ul> You can also use the website to tell Medicare about any complaints you have about Platinum Blue: <ul style="list-style-type: none"><li>• <b>Tell Medicare about your complaint:</b> You can submit a</li></ul>

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

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

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

Senior LinkAge Line® is independent (not connected with any insurance company or health plan). It is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

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

<b>Method</b>	<b>Senior LinkAge Line® (Minnesota's SHIP) – Contact Information</b>
<b>CALL</b>	1-800-333-2433
<b>TTY</b>	Minnesota Relay Service: 1-800-627-3529 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	Metropolitan Area Agency on Aging 2365 N McKnight Rd. North Saint Paul, MN 55109 Email: <a href="mailto:senior.linkage@state.mn.us">senior.linkage@state.mn.us</a>
<b>WEBSITE</b>	<a href="http://www.mnaging.org/advisor/SLL.htm">www.mnaging.org/advisor/SLL.htm</a>

**You may contact the Minnesota Department of Commerce at any time at:**

Minnesota Department of Commerce  
Main Office, Golden Rule Building  
85 7th Place East, Suite 280  
St. Paul, MN 55101  
Telephone: 651-539-1500 (local)  
651-539-1600 (complaints)  
1-800-657-3602 (Greater MN only)  
Email: [consumer.protection@state.mn.us](mailto:consumer.protection@state.mn.us)  
Website: <https://mn.gov/commerce/about/contact/>

**Mail written complaints to:**

Minnesota Department of Commerce  
Attn: Consumer Services Center  
85 7th Place East, Suite 280  
St. Paul, MN 55101

On-line complaints: <https://mn.gov/commerce/consumers/file-a-complaint/>

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

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There is a designated Quality Improvement Organization for serving Medicare beneficiaries in each state. For Minnesota, the Quality Improvement Organization is called Livanta BFCC-QIO Program.

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

You should contact Livanta BFCC-QIO Program in any of these situations:

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

<b>Method</b>	<b>Livanta BFCC-QIO Program (Minnesota's Quality Improvement Organization) – Contact Information</b>
<b>CALL</b>	1-888-524-9900 Monday-Friday: 9:00 a.m. to 5:00 p.m. CT Saturday-Sunday: 11:00 a.m. to 3:00 p.m. CT 24 hour voicemail service is available
<b>TTY</b>	1-888-985-8775 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>FAX</b>	1-833-868-4059
<b>WRITE</b>	9090 Junction Drive, Suite 10 Annapolis Junction, MD 20701

<b>Method</b>	<b>Livanta BFCC-QIO Program (Minnesota’s Quality Improvement Organization) – Contact Information</b>
<b>WEBSITE</b>	<a href="http://livantaqio.com">livantaqio.com</a>

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## SECTION 5 Social Security

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

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

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

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

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

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

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

To find out more about Medicaid and its programs, contact Minnesota Department of Human Services.

<b>Method</b>	<b>Minnesota Department of Human Services – Contact Information</b>
<b>CALL</b>	(651) 431-2283 (in the Twin Cities Metro area) 1-888-938-3224 (Greater Minnesota)
<b>TTY</b>	1-800-627-3529 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	Minnesota Department of Human Services P.O. Box 64989 St. Paul, MN 55164-0989
<b>WEBSITE</b>	<a href="http://www.dhs.state.mn.us">www.dhs.state.mn.us</a>

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

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

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

Method	Railroad Retirement Board – Contact Information
CALL	1-877-772-5772 Calls to this number are free. If you press “0,” you may speak with an RRB representative from 9:00 am to 3:30 pm, Monday, Tuesday, Thursday, and Friday, and from 9:00 am to 12:00 pm on Wednesday. If you press “1”, you may access the automated RRB HelpLine and recorded information 24 hours a day, including weekends and holidays.
TTY	1-312-751-4701 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are <i>not</i> free.
WEBSITE	<a href="http://rrb.gov/">rrb.gov/</a>

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

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

# CHAPTER 3

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

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

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

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

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

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### Section 1.1 What are “network providers” and “covered services”?

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

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

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

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

Platinum Blue will generally cover your medical care as long as:

- **The care you receive is included in the plan's Medical Benefits Chart** (this chart is in Chapter 4 of this booklet).
- **The care you receive is considered medically necessary.** “Medically necessary” means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- **You generally must receive your care from a network provider** for Platinum Blue to cover the services.
  - If we do not cover services you receive from an out-of-network provider, the services will be covered by Original Medicare if they are Medicare-covered services. Except for emergency or urgently needed services, if you get services covered by Original Medicare from an out-of-network provider then you must pay

Original Medicare's cost sharing amounts. For information on Original Medicare's cost sharing amounts, call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

- If an out-of-network provider sends you a bill that you think we should pay, please contact Customer Service (phone numbers are printed on the back cover of this booklet). Generally, it is best to ask an out-of-network provider to bill Original Medicare first, and then to bill us for the remaining amount. We may require the out-of-network provider to bill Original Medicare. We will then pay any applicable Medicare coinsurance and deductibles minus your copayments on your behalf.

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

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### **Section 2.1 How to get care from specialists and other network providers**

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

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

You do not need a referral to see a specialist who is a network provider.

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

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

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

- If you find out your doctor or specialist is leaving your plan please contact us so we can assist you in finding a new provider to manage your care. You can call Customer Service at (phone numbers are printed on the back cover of this booklet).

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

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

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

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

If you have a medical emergency:

- **Get help as quickly as possible.** Call 911 for help or go to the nearest emergency room or hospital. Call for an ambulance if you need it. You do *not* need to get approval.

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

You may get covered emergency medical care whenever you need it, anywhere in the United States or its territories. Our plan covers ambulance services in situations where getting to the emergency room in any other way could endanger your health. For more information, see the Medical Benefits Chart in Chapter 4 of this booklet.

Platinum Blue benefits include coverage for emergency medical care and transportation worldwide. See Chapter 4 for more information.

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

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

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

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

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

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

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

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

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

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

For a list of the urgent care providers in the plan's network, see the Platinum Blue Provider Directory. You can also call Customer Service (phone numbers are printed on the back cover of this booklet) or visit our website at [bluecrossmn.com](http://bluecrossmn.com).

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

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

Our plan covers worldwide emergency services outside of the United States.

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### **Section 3.3 Getting care during a disaster**

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

Please visit the following website: [bluecrossmn.com](http://bluecrossmn.com) for information on how to obtain needed care during a disaster.

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

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

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

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

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

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Platinum Blue covers all medical services that are medically necessary, these services are listed in the plan's Medical Benefits Chart (this chart is in Chapter 4 of this booklet), and are obtained consistent with plan rules. You are responsible for paying the full cost of services that aren't covered by Original Medicare or are not covered by our plan. Also you will be responsible for payment if you obtain a plan service that was obtained out-of-network and was not authorized. You have the right to seek care from any provider that is qualified to treat Medicare members. However, Original Medicare pays your claims and you must pay your cost sharing.

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

Chapter 7 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints)*) has more information about what to do if you want a coverage decision from us or want to appeal a decision we have already made. You may also call Customer Service to get more information (phone numbers are printed on the back cover of this booklet).

For covered services that have a benefit limitation, you pay the full cost of any services you get after you have used up your benefit for that type of covered service, unless the plan offers, as a covered supplemental benefit, coverage beyond Original Medicare's limits. Amounts that you pay for these services will count toward your annual out-of-pocket limits. You can call Customer Service when you want to know how much of your benefit limit you have already used.

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

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

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

the final stages of a research process that helps doctors and scientists see if a new approach works and if it is safe.

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

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

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

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

Although you do not need to get our plan's permission to be in a clinical research study, **you do need to tell us before you start participating in a clinical research study.** If you plan on participating in a clinical research study, contact Customer Service (phone numbers are printed on the back cover of this booklet) to let them know that you will be participating in a clinical trial and to find out more specific details about what your plan will pay.

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

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

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

Original Medicare pays most of the cost of the covered services you receive as part of the study. After Medicare has paid its share of the cost for these services, our plan will also pay for part of the costs:

- We will pay the difference between the cost sharing in Original Medicare and your cost sharing as a member of our plan. This means you will pay the same amount for the services you receive as part of the study as you would if you received these services from our plan.

- *Here's an example of how the cost sharing works:* Let's say that you have a lab test that costs \$100 as part of the research study. Let's also say that your share of the costs for this test is \$20 under Original Medicare, but the test would be \$10 under our plan's benefits. In this case, Original Medicare would pay \$80 for the test and we would pay another \$10. This means that you would pay \$10, which is the same amount you would pay under our plan's benefits.
- We will pay the Medicare Part A or Part B deductible.
- In order for us to pay for our share of the costs, you will need to submit a request for payment. With your request, you will need to send us a copy of your Medicare Summary Notices or other documentation that shows what services you received as part of the study and how much you owe. Please see Chapter 5 for more information about submitting requests for payment.

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

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

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

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

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

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

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

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

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

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

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

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

Medicare Inpatient Hospital coverage limits apply to services received in Religious Non-medical Health Care Institutions (see the benefits chart in Chapter 4 for more information).

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

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

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

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

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

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

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

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

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### **Section 8.1 What oxygen benefits are you entitled to?**

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If you qualify for Medicare oxygen equipment coverage, then for as long as you are enrolled, Platinum Blue 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 Platinum Blue or no longer medically require oxygen equipment, then the oxygen equipment must be returned to the owner.

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### **Section 8.2 What is your cost sharing? Will it change after 36 months?**

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Your cost sharing for Medicare oxygen equipment coverage is 20%, every month for 36 months.

If prior to enrolling in Platinum Blue you had made 36 months of rental payment for oxygen equipment coverage, your cost sharing in Platinum Blue is 20%, every month for 36 months.

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### **Section 8.3 What happens if you leave your plan and return to Original Medicare?**

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

Similarly, if you made payments for 36 months while enrolled in Platinum Blue and then return to Original Medicare, you will pay full cost sharing for oxygen equipment coverage.

# CHAPTER 4

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

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

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

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This chapter focuses on your covered services and what you pay for your medical benefits. It includes a Medical Benefits Chart that lists your covered services and shows how much you will pay for each covered service as a member of Platinum Blue. Later in this chapter, you can find information about medical services that are not covered. It also explains limits on certain services.

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

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

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

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

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

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There is a limit to how much you have to pay out-of-pocket each year for medical services that are covered under Medicare Part A and Part B (see the Medical Benefits Chart in Section 2, below). This limit is called the maximum out-of-pocket amount for medical services.

As a member of Platinum Blue, the most you will have to pay out-of-pocket for Part A and Part B services in 2021 is \$3,500.00. The amounts you pay for copayments, and coinsurance for covered services count toward this maximum out-of-pocket amount. (The amount you pay for your plan premium does not count toward your maximum out-of-pocket amount.) If you reach the maximum out-of-pocket amount of \$3,500.00, you will not have to pay any out-of-pocket costs for the rest of the year for covered Part A and Part B services. However, you must continue to pay your plan premium and the Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

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

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

Here is how this protection works.

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

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

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

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

- Your Medicare covered services must be provided according to the coverage guidelines established by Medicare.

- Your services (including medical care, services, supplies, and equipment) *must* be medically necessary. “Medically necessary” means that the services, supplies, or drugs are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.
- You receive your care from a network provider. In most cases, care you receive from an out-of-network provider will not be covered by Platinum Blue. Chapter 3 provides more information about requirements for using network providers and the situations when we will cover services from an out-of-network provider.
  - If you get Medicare-covered services from an out-of-network provider and we do not cover the services, Original Medicare will cover the services. For any services covered by Original Medicare instead of our plan, you must pay Original Medicare’s cost sharing amounts.
- Some of the services listed in the Medical Benefits Chart are covered *only* if your doctor or other network provider gets approval in advance (sometimes called “prior authorization”) from us. Covered services that need approval in advance are marked in the Medical Benefits Chart by a footnote.

Other important things to know about our coverage:

- Like all Medicare health plans, we cover everything that Original Medicare covers. For some of these benefits, you pay *more* in our plan than you would in Original Medicare. For others, you pay *less*. (If you want to know more about the coverage and costs of Original Medicare, look in your *Medicare & You 2021 Handbook*. View it online at [www.medicare.gov](http://www.medicare.gov) or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)
- For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you. However, if you also are treated or monitored for an existing medical condition during the visit when you receive the preventive service, a copayment will apply for the care received for the existing medical condition.
- Sometimes, Medicare adds coverage under Original Medicare for new services during the year. If Medicare adds coverage for any services during 2021, either Medicare or our plan will cover those services.



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

## Medical Benefits Chart

Services that are covered for you	What you must pay when you get these services
<p> <b>Abdominal aortic aneurysm screening</b>                      A one-time screening ultrasound for people at risk. The plan only covers this screening if you have certain risk factors and if you get a referral for it from your physician, physician assistant, nurse practitioner, or clinical nurse specialist.</p>	<p>There is no coinsurance, copayment, or deductible for members eligible for this preventive screening.</p>
<p><b>Acupuncture for chronic low back pain</b></p> <p>Covered services include:</p> <p>Up to 12 visits in 90 days are covered for Medicare beneficiaries under the following circumstances:</p> <p>For the purpose of this benefit, chronic low back pain is defined as:</p> <ul style="list-style-type: none"> <li>• Lasting 12 weeks or longer;</li> <li>• nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious, etc. disease);</li> <li>• not associated with surgery; and</li> <li>• not associated with pregnancy.</li> </ul> <p>An additional eight sessions will be covered for those patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered every 12 months.</p> <p>Treatment must be discontinued if the patient is not improving or is regressing.</p>	<p>\$15 copayment for each Medicare-covered visit. Limited to 20 visits every 12 months.</p>
<p><b>Acupuncture for non-Medicare-covered Pain Management</b></p> <p>Our plan covers:</p> <p>All types of acupuncture including dry needling for any pain related condition, other than chronic low back pain (see above), limited to 20 total visits per year.</p>	<p>\$15 copayment for each non-Medicare-covered visit. Limited to 20 visits per year.</p>
<p><b>Ambulance services</b></p> <ul style="list-style-type: none"> <li>• Covered ambulance services include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care only if they are</li> </ul>	<p>\$20 copayment for Medicare-covered ambulance transportation.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Ambulance services (continued)</b></p> <p>furnished to a member whose medical condition is such that other means of transportation could endanger the person’s health or if authorized by the plan.</p> <ul style="list-style-type: none"> <li>• Non-emergency transportation by ambulance is appropriate if it is documented that the member’s condition is such that other means of transportation could endanger the person’s health and that transportation by ambulance is medically required.</li> </ul>	<p>\$20 emergency ambulance transportation needed while traveling in a foreign country.</p> <p>Member cost sharing is applied to each one-way trip.</p>
<p> <b>Annual physical examination</b></p> <p>An annual physical examination identifies potential health problems in the early stages. During an annual physical examination, a provider may discuss health concerns, review medications or request laboratory tests. Under the Platinum Blue plan, you are allowed coverage for one non-Medicare covered annual physical examination per calendar year.</p> <p>This examination can be done by any primary care provider eligible to perform these services.</p>	<p>There is no coinsurance, copayment or deductible for one routine physical examination.</p>
<p> <b>Annual wellness visit</b></p> <p>If you’ve had Part B for longer than 12 months, you can get an annual wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. This is covered once every 12 months.</p> <p><b>Note:</b> Your first annual wellness visit can’t take place within 12 months of your “Welcome to Medicare” preventive visit. However, you don’t need to have had a “Welcome to Medicare” visit to be covered for annual wellness visits after you’ve had Part B for 12 months.</p>	<p>There is no coinsurance, copayment, or deductible for the annual wellness visit.</p>
<p> <b>Bone mass measurement</b></p> <p>For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 24 months or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician’s interpretation of the results.</p>	<p>There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement</p>

Services that are covered for you	What you must pay when you get these services
<p> <b>Breast cancer screening (mammograms)</b>                      Covered services include:</p> <ul style="list-style-type: none"> <li>• One baseline mammogram between the ages of 35 and 39</li> <li>• One screening mammogram every 12 months for women age 40 and older</li> <li>• Clinical breast exams once every 24 months</li> <li>• Screening mammogram once every 12 months (11 full months must have passed since the last screening)</li> <li>• Diagnostic mammogram when <u>medically necessary</u></li> </ul> <p>Additional screenings:</p> <ul style="list-style-type: none"> <li>• There is no limit on the number of covered mammography screenings; 2 dimensional (2-D) or 3 dimensional (3-D), annual routine or Medically Necessary and Appropriate including being at risk for breast cancer. “At risk for breast cancer” means:                             <ol style="list-style-type: none"> <li>1. Having a family history with one or more first- or second-degree relatives with breast cancer;</li> <li>2. Testing positive for BRCA1 or BRCA2 mutations;</li> <li>3. Having heterogeneously dense breasts or extremely dense breasts based on the Breast Imaging Reporting and Data System established by the American College of Radiology; or</li> <li>4. Having a previous diagnosis of breast cancer.</li> </ol> </li> </ul>	<p>There is no coinsurance, copayment, or deductible for covered screening mammograms.</p>
<p><b>Cardiac rehabilitation services</b></p> <p>Comprehensive programs of cardiac rehabilitation services that include exercise, education, and counseling are covered for members who meet certain conditions with a doctor’s order. The plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs.</p>	<p>\$15 copayment for each Medicare-covered cardiac rehabilitation visit.</p>
<p> <b>Cardiovascular disease risk reduction visit (therapy for cardiovascular disease)</b></p> <p>We cover one visit per year with your primary care doctor to help lower your risk for cardiovascular disease. During this</p>	<p>There is no coinsurance, copayment, or deductible for the intensive</p>

Services that are covered for you	What you must pay when you get these services
<p> <b>Cardiovascular disease risk reduction visit (therapy for cardiovascular disease) (continued)</b>                      visit, your doctor may discuss aspirin use (if appropriate), check your blood pressure, and give you tips to make sure you're eating healthy.</p>	<p>behavioral therapy                      cardiovascular disease                      preventive benefit.</p>
<p> <b>Cardiovascular disease testing</b>                      Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) once every 5 years (60 months). Covered tests include: Lipid Panel, Lipids Testing Collagen, Lipoprotein, blood; electrophoretic separation and quantitation, Lipoprotein, blood; high resolution fractionation and quantitation of lipoproteins including lipoprotein subclasses when performed (e.g., electrophoresis, ultracentrifugation), Lipoprotein, blood; quantitation of lipoprotein particle numbers and lipoprotein particles subclasses, Lipoprotein, direct measurement; high density cholesterol, Lipoprotein, direct measurement; LDL cholesterol, and Triglycerides.</p>	<p>There is no coinsurance, copayment, or deductible for cardiovascular disease testing that is covered once every 5 years.</p>
<p> <b>Cervical and vaginal cancer screening</b>                      Covered services include:</p> <ul style="list-style-type: none"> <li>• For all women: Pap tests and pelvic exams are covered once every 24 months</li> <li>• If you are at high risk of cervical or vaginal cancer or you are of childbearing age and have had an abnormal Pap test within the past 3 years: one Pap test every 12 months</li> </ul> <p>Additional screenings:</p> <ul style="list-style-type: none"> <li>• There is no limit on the number of cervical and vaginal cancer covered screenings</li> </ul>	<p>There is no coinsurance, copayment, or deductible for Medicare-covered preventive Pap and pelvic exams.</p>
<p><b>Chiropractic services</b>                      Covered services include:</p> <ul style="list-style-type: none"> <li>• We cover only manual manipulation of the spine to correct subluxation (abnormal positioning of the spine).</li> </ul>	<p>\$15 copayment for each Medicare-covered visit.</p>

Services that are covered for you	What you must pay when you get these services
<p> <b>Colorectal cancer screening</b></p> <p>For people 50 and older, the following are covered:</p> <ul style="list-style-type: none"> <li>• Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months</li> </ul> <p>One of the following every 12 months:</p> <ul style="list-style-type: none"> <li>• Guaiac-based fecal occult blood test (gFOBT)</li> <li>• Fecal immunochemical test (FIT)</li> </ul> <p>DNA based colorectal screening every 3 years</p> <p>For people at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none"> <li>• Screening colonoscopy (or screening barium enema as an alternative) every 24 months</li> </ul> <p>For people not at high risk of colorectal cancer, we cover:</p> <ul style="list-style-type: none"> <li>• Screening colonoscopy every 10 years (120 months), but not within 48 months of a screening sigmoidoscopy</li> </ul> <p>Additional screenings:</p> <ul style="list-style-type: none"> <li>• There is no limit on the number of covered colorectal cancer screenings</li> </ul>	<p>There is no coinsurance, copayment, or deductible for a Medicare-covered colorectal cancer screening exam.</p>
<p><b>Dental services</b></p> <p>Medicare-covered non-routine dental care. Covered services are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician.</p> <p>In general, preventive dental services (such as cleaning, routine dental exams, and dental x-rays) are not covered by Original Medicare. We cover:</p> <p><u>Preventive Dental Services:</u></p> <ul style="list-style-type: none"> <li>• Two (2) oral exams per calendar year</li> <li>• Two (2) cleanings (prophylaxis) per calendar year</li> <li>• One (1) dental x-rays per calendar year</li> </ul>	<p>\$15 copayment for Medicare-covered dental services.</p> <p><u>Preventive Dental Services:</u></p> <p>\$0 copayment for oral exams.*</p> <p>\$0 copayment for cleanings.*</p> <p>\$0 copayment for x-rays.*</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Dental services (continued)</b></p> <p><u>Other Dental Services:</u></p> <p>Periodontal Services:                      Periodontal maintenance - one (1) per 12 months in addition to routine prophylaxis</p> <p>The Maximum Plan Benefit amount is \$2,250.00.</p>	<p><u>Other Dental Services:</u></p> <p>\$0 copayment for periodontal maintenance services.*</p> <p>* Your dental services must be performed by a BCBSMN Medicare Dental network provider.</p> <p>If the dental provider is unable to submit claims on your behalf, you can submit to: United Concordia Dental Claims                      PO Box 69449 Harrisburg, PA 17106-9449</p>
<p> <b>Depression screening</b></p> <p>We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and/or referrals.</p>	<p>There is no coinsurance, copayment, or deductible for an annual depression screening visit.</p>
<p> <b>Diabetes screening</b></p> <p>We cover this screening (includes fasting glucose tests) if you have any of the following risk factors: high blood pressure (hypertension), history of abnormal cholesterol and triglyceride levels (dyslipidemia), obesity, or a history of high blood sugar (glucose). Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes.</p> <p>Based on the results of these tests, you may be eligible for up to two diabetes screenings every 12 months.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered diabetes screening tests.</p>
<p> <b>Diabetes self-management training, diabetic services and supplies</b></p> <p>For all people who have diabetes (insulin and non-insulin users).</p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>Supplies to monitor your blood glucose: Blood glucose monitor, blood glucose test strips, lancet devices and</li> </ul>	<p>\$0 copayment for Medicare-covered diabetic supplies. Coverage for test strips and meters is limited to Ascensia Brands.</p>

Services that are covered for you	What you must pay when you get these services
<p> <b>Diabetes self-management training, diabetic services and supplies (continued)</b></p> <p>lancets, and glucose-control solutions for checking the accuracy of test strips and monitors.</p> <ul style="list-style-type: none"> <li>• For people with diabetes who have severe diabetic foot disease: One pair per calendar year of therapeutic custom-molded shoes (including inserts provided with such shoes) and two additional pairs of inserts, or one pair of depth shoes and three pairs of inserts (not including the non-customized removable inserts provided with such shoes). Coverage includes fitting.</li> <li>• Diabetes self-management training is covered under certain conditions.</li> <li>• Diabetes education, including medical nutrition therapy, that is provided by a certified, registered, or licensed health care professional working in a program consistent with the national standards of diabetes self-management education as established by the American Diabetes Association.</li> <li>• Medicare eligible physician prescribed supplies used for the management and treatment of gestational, type I or type II diabetes, including insulin (not on the formulary for use in a pump), needles and syringes, <b>not otherwise covered by the Medicare Part D Program.</b></li> </ul>	<p>20% coinsurance for Medicare-covered therapeutic shoes or inserts.</p> <p>\$0 copayment for Medicare-covered diabetes self-management training.</p> <p>There is no coinsurance, copayment, or deductible for members eligible for the diabetes self-management training preventive benefit.</p> <p><b>Prior authorization required if purchase fee of \$1,000 or greater or an average rental fee schedule of \$100 or greater.</b></p>
<p><b>Durable medical equipment (DME) and related supplies</b></p> <p>(For a definition of “durable medical equipment,” see Chapter 10 of this booklet.)</p> <p>Covered items include, but are not limited to: wheelchairs, crutches, powered mattress systems, diabetic supplies (i.e. continuous glucose monitors, insulin pumps and insulin for use in pumps, and supplies), hospital beds ordered by a provider for use in the home, IV infusion pumps, drugs used for home infusion therapy, speech generating devices, oxygen equipment, nebulizers, and walkers.</p> <p>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.</p>	<p>20% coinsurance for each Medicare-covered durable medical equipment item and related supplies.</p> <p><b>Prior authorization required if purchase fee of \$1,000 or greater or an average rental fee schedule of \$100 or greater.</b></p>

Services that are covered for you	What you must pay when you get these services
<p><b>Durable medical equipment (DME) and related supplies (continued)</b></p> <p>You may also obtain any medically necessary DME from any supplier that contracts with Fee-for-Service Medicare (Original Medicare). However, if Platinum Blue does not contract with this supplier you will have to pay the cost sharing under Fee-for-Service Medicare.</p>	
<p><b>Emergency care</b></p> <p>Emergency care refers to services that are:</p> <ul style="list-style-type: none"> <li>• Furnished by a provider qualified to furnish emergency services, and</li> <li>• Needed to evaluate or stabilize an emergency medical condition.</li> </ul> <p>A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent loss of life, loss of a limb, or loss of function of a limb. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.</p> <p>Cost sharing for necessary emergency services furnished out-of-network is the same as for such services furnished in-network.</p> <p>Worldwide emergency care is covered outside the United States and its territories.</p> <p>Worldwide coverage includes:</p> <ul style="list-style-type: none"> <li>• Services furnished by a provider qualified to furnish emergency services and needed to evaluate or stabilize an emergency medical condition.</li> <li>• Services that are medically necessary and immediately required as a result of unforeseen illness, injury or condition.</li> <li>• Ground ambulance for emergency transportation to the nearest appropriate hospital for emergency care.</li> </ul> <p>Note: You may want to consider purchasing a separate, additional travel policy while traveling outside the U.S. and its territories.</p>	<p>\$90 copayment for each emergency room visit.</p> <p>Copayment is waived if you are admitted to the hospital within 24 hours for the same condition.</p> <p>If you receive emergency care at an out-of-network hospital and need inpatient care after your emergency condition is stabilized, you must return to a network hospital in order for your care to continue to be covered. If you get inpatient care after an emergency admission, your cost is the cost sharing you would pay at a network hospital. However, if you refuse reasonable, medically appropriate transfer to a network hospital, your cost sharing might be higher.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Emergency care (continued)</b></p> <p>Worldwide coverage does not include continuing care after your emergency condition is stabilized as deemed by the treating physician.</p>	
<p> <b>Health and wellness education programs</b></p> <p>Regular exercise through SilverSneakers® can have a positive effect on health conditions such as high blood pressure, heart disease, COPD and type 2 diabetes. It can also help with weight management, stress management and overall physical and mental fitness, leading to a healthier lifestyle.</p> <p>SilverSneakers® is a registered trademark of Tivity Health, Inc., an independent company that provides health and wellness services.</p>	<p>\$0 copayment</p> <p>SilverSneakers® is a fitness program for seniors that is included at no additional charge with qualifying Medicare health plans. Members have access to 16,000+ fitness locations<sup>1</sup> across the country that may include weights and machines plus group exercise classes<sup>2</sup> led by trained instructors at select locations. Access online education on <a href="http://SilverSneakers.com">SilverSneakers.com</a>, watch workout videos on SilverSneakers On-Demand™ or download the SilverSneakers GO™ fitness app, for additional workout ideas. Members often get together for social activities and create a sense of community.</p> <p>1. Participating locations (“PL”) are not owned or operated by Tivity Health, Inc. or its affiliates. Use of PL facilities and amenities is limited to terms and</p>

Services that are covered for you	What you must pay when you get these services
 <b>Health and wellness education programs (continued)</b>	<p>conditions of PL basic membership. Facilities and amenities vary by PL.</p>
	<p>2. Membership includes SilverSneakers instructor-led group fitness classes. Some locations offer members additional classes. Classes vary by location</p>
	<p>For more information and to find SilverSneakers® participating fitness locations or to ask if your current fitness center may be included, call 1-833-226-1271, TTY: 711, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time or visit <a href="http://www.silversneakers.com">www.silversneakers.com</a>.</p>
<p>Nurse Line provides access to phone support from a registered nurse when you need care for yourself or family member available 24 hours/, 7 days a week. Nurse Line can be reached at 1-800-622-9524.</p>	
<p><b>Hearing services</b>                      Diagnostic hearing and balance evaluations performed by your provider to determine if you need medical treatment are covered as outpatient care when furnished by a physician, audiologist, or other qualified provider.</p>	<p><b><u>Hearing Services:</u></b>                      \$0 copayment for Medicare-covered diagnostic hearing exams.</p>

Services that are covered for you	What you must pay when you get these services
<b>Hearing services (continued)</b>	
<b>Hearing Exam:</b> 1 routine hearing exam per year.	\$15 copayment for one non-Medicare covered hearing screening per year with any in-network audiologist.
One (1) hearing aid fitting evaluation every year.	\$15 copayment for up to one (1) hearing aid fitting evaluation every year.
In general, Original Medicare does not cover hearing aids, hearing aid exams, or hearing aid fittings. When provided by TruHearing, we cover: One (1) non-Medicare covered hearing aid exam and two (2) hearing aids per year.	\$0 copayment for one non-Medicare covered hearing aid exam per year.
<b>Hearing aids:</b> Our plan will cover up to two TruHearing-branded hearing aids every year (one per ear per year). Benefit is limited to TruHearing’s Advanced and Premium hearing aids, which come in various styles and colors. You must see a TruHearing provider to use this benefit. Call 1-855-205-5137 to schedule an appointment (for TTY, dial 711).	<b>Hearing Aids:</b> \$599 copayment for Advanced Aids. \$899 copayment for Premium Aids. \$0 additional cost copayment per aid for optional hearing aid rechargeability on premium aids.
<b>Hearing aid purchases includes:</b> <ul style="list-style-type: none"> <li>• 2 provider visits within the first year of hearing aid purchase</li> <li>• 45 day trial period</li> <li>• 3 year extended warranty</li> <li>• 48 batteries per aid</li> <li>• Optional hearing aid rechargeability (Premium model only)</li> </ul>	
<b>Benefit does not include or cover any of the following:</b> <ul style="list-style-type: none"> <li>• Ear Molds</li> <li>• Hearing Accessories</li> <li>• Additional provider visits</li> </ul>	

Services that are covered for you	What you must pay when you get these services
<p><b>Hearing services (continued)</b></p> <ul style="list-style-type: none"> <li>• Extra batteries</li> <li>• Hearing aids that are not TruHearing-branded hearing aids</li> <li>• Costs associated with loss &amp; damage warranty claims</li> </ul> <p>Costs associated with excluded items are the responsibility of the member and not covered by the plan.</p>	
<p> <b>HIV screening</b></p> <p>For people who ask for an HIV screening test or who are at increased risk for HIV infection, we cover:</p> <ul style="list-style-type: none"> <li>• One screening exam every 12 months</li> </ul> <p>For women who are pregnant, we cover:</p> <ul style="list-style-type: none"> <li>• Up to three screening exams during a pregnancy</li> </ul>	<p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered preventive HIV screening.</p>
<p><b>Home health agency care</b></p> <p>Prior to receiving home health services, a doctor must certify that you need home health services and will order home health services to be provided by a home health agency. You must be homebound, which means leaving home is a major effort.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Part-time or intermittent skilled nursing and home health aide services (To be covered under the home health care benefit, your skilled nursing and home health aide services combined must total fewer than 8 hours per day and 35 hours per week)</li> <li>• Physical therapy, occupational therapy, and speech therapy</li> <li>• Medical and social services</li> <li>• Medical equipment and supplies</li> </ul>	<p>\$0 copayment for Medicare-covered services.</p> <p>\$0 copayment for each physician home health visit.</p>
<p><b>Home infusion therapy</b></p> <p>Home infusion therapy involves the intravenous or subcutaneous administration of drugs or biologicals to an individual at home. The components needed to perform home infusion include the drug (for example, antivirals, immune globulin), equipment (for example, a pump), and supplies (for example, tubing and catheters).</p>	<p>\$15 copayment for home infusion therapy.</p> <p>For the drugs, equipment and non-drug supplies,</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Home infusion therapy (continued)</b>            Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Professional services, including nursing services, furnished in accordance with the plan of care</li> <li>• Patient training and education not otherwise covered under the durable medical equipment benefit</li> <li>• Remote monitoring</li> <li>• Monitoring services for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy supplier</li> </ul>	<p>please refer to “Durable medical equipment (DME) and related supplies.”</p>
<p><b>Hospice care</b>            You may receive care from any Medicare-certified hospice program. You are eligible for the hospice benefit when your doctor and the hospice medical director have given you a terminal prognosis certifying that you’re terminally ill and have 6 months or less to live if your illness runs its normal course. Your hospice doctor can be a network provider or an out-of-network provider.            Covered services include:</p> <ul style="list-style-type: none"> <li>• Drugs for symptom control and pain relief.</li> <li>• Short-term respite care.</li> <li>• Home care.</li> </ul> <p><u>For hospice services and for services that are covered by Medicare Part A or B and are related to your terminal prognosis:</u> Original Medicare (rather than our plan) will pay for your hospice services and any Part A and Part B services related to your terminal prognosis. While you are in the hospice program, your hospice provider will bill Original Medicare for the services that Original Medicare pays for.</p> <p><u>For services that are covered by Medicare Part A or B and are not related to your terminal prognosis:</u> 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:</p> <ul style="list-style-type: none"> <li>• If you obtain the covered services from a network provider, you only pay the plan cost sharing amount for in-network services</li> </ul>	<p>When you enroll in a Medicare-certified hospice program, your hospice services and your Part A and Part B services related to your terminal prognosis are paid for by Original Medicare, not Platinum Blue.</p> <p>\$0 copayment for one time hospice consultation.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Hospice care (continued)</b></p> <ul style="list-style-type: none"> <li>If you obtain the covered services from an out-of-network provider, you pay the cost sharing under Fee-for-Service Medicare (Original Medicare)</li> </ul> <p><b>Note:</b> If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services.</p> <p>Our plan covers hospice consultation services (one time only) for a terminally ill person who hasn't elected the hospice benefit.</p>	
<p> <b>Immunizations</b></p> <p>Covered Medicare Part B services include:</p> <ul style="list-style-type: none"> <li>Pneumonia vaccine</li> <li>Flu shots, once each flu season in the fall and winter, with additional flu shots if medically necessary</li> <li>Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B</li> <li>Other vaccines if you are at risk and they meet Medicare Part B coverage rules</li> <li>Vaccines directly related to the treatment of an injury or direct exposure to a disease or condition, such as rabies and tetanus</li> </ul>	<p>There is no coinsurance, copayment, or deductible for the pneumonia, influenza, and Hepatitis B vaccines.</p> <p>20% coinsurance for other Part B covered vaccines</p>
<p><b>Inpatient hospital care</b></p> <p>Includes inpatient acute, inpatient rehabilitation, long-term care hospitals and other types of inpatient hospital services. Inpatient hospital care starts the day you are formally admitted to the hospital with a doctor's order. The day before you are discharged is your last inpatient day.</p> <p>Covered services include but are not limited to:</p> <p>Plan covers unlimited days per benefit period.</p> <ul style="list-style-type: none"> <li>Semi-private room (or a private room if medically necessary)</li> <li>Meals including special diets</li> <li>Regular nursing services</li> </ul>	<p>\$200 copayment for each Medicare-covered inpatient stay.</p>

Services that are covered for you	What you must pay when you get these services
<b>Inpatient hospital care (continued)</b>	
<ul style="list-style-type: none"><li>• Costs of special care units (such as intensive care or coronary care units)</li><li>• Drugs and medications</li><li>• Lab tests</li><li>• X-rays and other radiology services</li><li>• Necessary surgical and medical supplies</li><li>• Use of appliances, such as wheelchairs</li><li>• Operating and recovery room costs</li><li>• Physical, occupational, and speech language therapy</li><li>• Inpatient substance abuse services</li><li>• Under certain conditions, the following types of transplants are covered: corneal, kidney, kidney-pancreatic, heart, liver, lung, heart/lung, bone marrow, stem cell, and intestinal/multivisceral. If you need a transplant, we will arrange to have your case reviewed by a Medicare-approved transplant center that will decide whether you are a candidate for a transplant. 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 Platinum Blue provides transplant services at a location outside the pattern of care for transplants in your community and you choose to obtain transplants at this distant location, we will arrange or pay for appropriate lodging and transportation costs for you and a companion.</li><li>• Blood - including storage and administration. Coverage of whole blood and packed red cells begins with the first pint of blood that you need. All other components of blood are covered beginning with the first pint used</li><li>• Physician services</li></ul>	
<p><b>Note:</b> To be an inpatient, your provider must write an order to admit you formally as an inpatient of the hospital. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” If you are not sure if you are an inpatient or an outpatient, you should ask the hospital staff.</p>	

Services that are covered for you	What you must pay when you get these services
<p><b>Inpatient hospital care (continued)</b></p> <p>You can also find more information in a Medicare fact sheet called “Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!” This fact sheet is available on the Web at <a href="http://www.medicare.gov/sites/default/files/2018-09/11435-Are-You-an-Inpatient-or-Outpatient.pdf">www.medicare.gov/sites/default/files/2018-09/11435-Are-You-an-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>	
<p><b>Inpatient mental health care</b></p> <ul style="list-style-type: none"> <li>• Covered services include mental health care services that require a hospital stay</li> <li>• There is a 190-day lifetime limit for inpatient services in a psychiatric hospital. The 190-day limit does not apply to inpatient mental health services provided in a psychiatric unit of a general hospital</li> </ul> <p>We provide coverage for mental health treatment ordered by a court of competent jurisdiction under a valid court order that is issued on the basis of a behavioral care evaluation performed by a licensed psychiatrist or doctoral level licensed psychologist, which includes a diagnosis and an individual treatment plan for care in the most appropriate, least restrictive environment.</p>	<p>\$200 copayment for each Medicare-covered inpatient stay.</p>
<p><b>Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay</b></p> <p>If you have exhausted your inpatient benefits or if the inpatient stay is not reasonable and necessary, we will not cover your inpatient stay. However, in some cases, we will cover certain services you receive while you are in the hospital or the skilled nursing facility (SNF). Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Physician services</li> <li>• Diagnostic tests (like lab tests)</li> </ul>	<p>Please refer to “Physician/Practitioner services, including doctor’s visits.”</p> <p>Please refer to “Outpatient diagnostic tests and therapeutic services and supplies”.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay (continued)</b></p> <ul style="list-style-type: none"> <li>• X-ray, radium, and isotope therapy including technician materials and services</li> <li>• Surgical dressings</li> <li>• Splints, casts and other devices used to reduce fractures and dislocations</li> <li>• Prosthetics and orthotics devices (other than dental) that replace all or part of an internal body organ (including contiguous tissue), or all or part of the function of a permanently inoperative or malfunctioning internal body organ, including replacement or repairs of such devices</li> <li>• Leg, arm, back, and neck braces; trusses, and artificial legs, arms, and eyes including adjustments, repairs, and replacements required because of breakage, wear, loss, or a change in the patient’s physical condition</li> <li>• Physical therapy, speech therapy, and occupational therapy</li> </ul>	<p>Please refer to “Outpatient diagnostic tests and therapeutic services and supplies”.</p> <p>Please refer to “Outpatient diagnostic tests and therapeutic services and supplies”.</p> <p>Please refer to “Outpatient diagnostic tests and therapeutic services and supplies”.</p> <p>Please refer to “Prosthetic devices and related supplies”.</p> <p>Please refer to “Prosthetic devices and related supplies”.</p> <p>Please refer to “Outpatient rehabilitation services”.</p>
<p> <b>Medical nutrition therapy</b></p> <p>This benefit is for people with diabetes, renal (kidney) disease (but not on dialysis), or after a kidney transplant when ordered by your doctor.</p> <p>We cover three 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 two hours each year after that. If your condition, treatment, or diagnosis changes, you may be able to receive more hours of treatment</p>	<p>There is no coinsurance, copayment, or deductible for members eligible for Medicare-covered medical nutrition therapy services.</p>

Services that are covered for you	What you must pay when you get these services
<p> <b>Medical nutrition therapy (continued)</b>                      with a physician’s order. A physician must prescribe these services and renew their order yearly if your treatment is needed into the next calendar year.</p>	
<p> <b>Medicare Diabetes Prevention Program (MDPP)</b>                      MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans.</p> <p>MDPP is a structured health behavior change intervention that provides practical training in long-term dietary change, increased physical activity, and problem-solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.</p>	<p>There is no coinsurance, copayment, or deductible for the MDPP benefit.</p>
<p><b>Medicare Part B prescription drugs</b></p> <p>These drugs are covered under Part B of Original Medicare. Members of our plan receive coverage for these drugs through our plan. Covered drugs include:</p> <ul style="list-style-type: none"> <li>• Drugs that usually aren’t self-administered by the patient and are injected or infused while you are getting physician, hospital outpatient, or ambulatory surgical center services.</li> <li>• Drugs you take using durable medical equipment (such as nebulizers) that were authorized by the plan.</li> <li>• Clotting factors you give yourself by injection if you have hemophilia.</li> <li>• Immunosuppressive drugs, if you were enrolled in Medicare Part A at the time of the organ transplant.</li> <li>• Injectable osteoporosis drugs, if you are homebound, have a bone fracture that a doctor certifies was related to post-menopausal osteoporosis and cannot self-administer the drug.</li> <li>• Antigens.</li> <li>• Certain oral anti-cancer drugs and anti-nausea drugs.</li> <li>• Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics, and erythropoiesis-stimulating agents (such as Epogen<sup>®</sup>, Procrit<sup>®</sup>, Epoetin Alfa, Aranesp<sup>®</sup>, or Darbepoetin Alfa).</li> </ul>	<p>20% coinsurance for Medicare-covered Part B and chemotherapy prescription drugs.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Medicare Part B prescription drugs (continued)</b></p> <ul style="list-style-type: none"> <li>Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases.</li> </ul> <p>The following link will take you to a list of Part B Drugs that may be subject to Step Therapy:  <a href="http://bluecrossmn.com/2020partb-step">bluecrossmn.com/2020partb-step</a></p>	
<p> <b>Obesity screening and therapy to promote sustained weight loss</b></p> <p>If you have a body mass index of 30 or more, we cover intensive counseling to help you lose weight. This counseling is covered if you get it in a primary care setting, where it can be coordinated with your comprehensive prevention plan. Talk to your primary care doctor or practitioner to find out more.</p>	<p>There is no coinsurance, copayment, or deductible for preventive obesity screening and therapy.</p>
<p><b>Opioid treatment program services</b></p> <p>Opioid use disorder treatment services are covered under Part B of Original Medicare. Members of our plan receive coverage for these services through our plan. Covered services include:</p> <ul style="list-style-type: none"> <li>FDA-approved opioid agonist and antagonist treatment medications and the dispensing and administration of such medications, if applicable</li> <li>Substance use counseling</li> <li>Individual and group therapy</li> <li>Toxicology testing</li> </ul>	<p>\$15 copayment per week for a Medicare-covered Opioid Treatment Program.</p> <p>For services not associated with this program there may be additional copayments/coinsurance. See “Inpatient hospital care,” “Inpatient mental health care,” “Outpatient hospital services,” “Outpatient mental health care,” and “Outpatient substance abuse services.”</p>
<p><b>Outpatient diagnostic tests and therapeutic services and supplies</b></p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>X-rays</li> <li>Radiation (radium and isotope) therapy including technician materials and supplies</li> <li>Surgical supplies, such as dressings</li> </ul>	<p>\$0 copayment for Medicare-covered diagnostic procedures and tests.</p> <p>\$0 copayment for Medicare-covered X-rays.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Outpatient diagnostic tests and therapeutic services and supplies (continued)</b></p> <ul style="list-style-type: none"> <li>• Splints, casts, and other devices used to reduce fractures and dislocations</li> <li>• Laboratory tests</li> <li>• Blood - Coverage begins with the first pint of blood that you need. Coverage of storage and administration begins with the first pint of blood that you need</li> <li>• Other outpatient diagnostic tests</li> </ul>	<p>\$0 copayment for Medicare-covered diagnostic radiology services (not including X-rays).</p> <p>\$0 copayment for Medicare-covered therapeutic radiology services.</p> <p>\$0 copayment for Medicare-covered lab services.</p>
<p><b>Outpatient hospital observation</b></p> <p>Observation services are hospital outpatient services given to determine if you need to be admitted as an inpatient or can be discharged.</p> <p>For outpatient hospital observation services to be covered, they must meet the Medicare criteria and be considered reasonable and necessary. Observation services are covered only when provided by the order of a physician or another individual authorized by state licensure law and hospital staff bylaws to admit patients to the hospital or order outpatient tests.</p> <p><b>Note:</b> Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an “outpatient.” If you are not sure if you are an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called “Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!” This fact sheet is available on the Web at <a href="http://www.medicare.gov/sites/default/files/2018-09/11435-Are-You-an-Inpatient-or-Outpatient.pdf">www.medicare.gov/sites/default/files/2018-09/11435-Are-You-an-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>	<p>\$50 copayment for each Medicare-covered for outpatient hospital observation service.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Outpatient hospital services</b></p> <p>We cover medically-necessary services you get in the outpatient department of a hospital for diagnosis or treatment of an illness or injury.</p> <p>Covered services include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Services in an emergency department or outpatient clinic, such as observation services or outpatient surgery</li> <li>• Laboratory and diagnostic tests billed by the hospital</li> <li>• Mental health care, including care in a partial-hospitalization program, if a doctor certifies that inpatient treatment would be required without it</li> <li>• X-rays and other radiology services billed by the hospital</li> <li>• Medical supplies such as splints and casts</li> <li>• Certain screenings and preventive services</li> <li>• Certain drugs and biologicals that you can't give yourself</li> </ul> <p><b>Note:</b> Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you are not sure if you are an outpatient, you should ask the hospital staff.</p> <p>You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at <a href="http://www.medicare.gov/sites/default/files/2018-09/11435-Are-You-an-Inpatient-or-Outpatient.pdf">www.medicare.gov/sites/default/files/2018-09/11435-Are-You-an-Inpatient-or-Outpatient.pdf</a> or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.</p>	<p>\$0 copayment for each Medicare-covered outpatient hospital facility visit.</p> <p>\$50 copayment for Medicare-covered outpatient hospital facility surgeries.</p> <p>For primary care physician services and physician specialist services, refer to "Physician/Practitioner services; including doctor's office visits".</p> <p>For outpatient diagnostic procedures, tests and lab services, refer to "Outpatient diagnostic tests and therapeutic services and supplies".</p> <p>For outpatient substance abuse services, refer to "Outpatient substance abuse services".</p>
<p><b>Outpatient mental health care</b></p> <p>Covered services include:</p> <p>Mental health services provided by a state-licensed psychiatrist or doctor, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, physician assistant, or other Medicare-qualified mental health care professional as allowed under applicable state laws.</p> <p>We provide coverage for mental health treatment ordered by a court of competent jurisdiction under a valid court order that is</p>	<p>\$15 copayment for each Medicare-covered individual or group therapy visit.</p> <p>\$15 copayment for each Medicare-covered</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Outpatient mental health care (continued)</b>                      issued on the basis of a behavioral care evaluation performed by a licensed psychiatrist or doctoral level licensed psychologist, which includes a diagnosis and an individual treatment plan for care in the most appropriate, least restrictive environment.</p>	<p>individual or group therapy visit with a psychiatrist.</p>
<p><b>Outpatient rehabilitation services</b>                      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).</p>	<p>\$15 copayment for each Medicare-covered visit.</p>
<p><b>Outpatient substance abuse services</b>                      We cover services for the diagnosis and treatment of substance abuse when such services are medically necessary and in accordance with Medicare guidelines.</p>	<p>\$15 copayment for each Medicare-covered individual or group therapy visit.</p>
<p><b>Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers</b>  <b>Note:</b> If you are having surgery in a hospital facility, you should check with your provider about whether you will be an inpatient or outpatient. Unless the provider writes an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost sharing amounts for outpatient surgery. Even if you stay in the hospital overnight, you might still be considered an “outpatient.”</p>	<p>\$50 copayment for Medicare-covered surgeries performed in an ambulatory surgical center or outpatient hospital facility.</p>
<p><b>Ovarian Cancer Screening Tests</b>                      Routine cancer screening includes “surveillance tests for ovarian cancer” for women who are “at risk for ovarian cancer.”                      Surveillance tests for ovarian cancer means annual screening using CA-125 serum tumor marker testing, transvaginal ultrasound, pelvic examinations or other proven ovarian cancer screening tests currently being evaluated by the FDA or by the National Cancer Institute. At risk for ovarian cancer means: 1) having a family history: a) with one (1) or more first or second degree relatives with ovarian cancer; b) of clusters of women relatives with breast cancer; or c) of nonpolyposis colorectal cancer; or 2) testing positive for BRCA1 or BRCA2 mutations</p>	<p>\$0 copayment</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Over-the-Counter (OTC) items</b></p> <p>You are entitled to \$25 every quarter for the purchase of covered over-the counter (OTC) items through our OTC vendor. Benefits are available at the beginning of each quarter of the calendar year (January, April, July, and October). You can order items in the OTC catalog as long as the total purchase price is equal to or less than \$25. The product selection contains many daily use over the counter products, including Nicotine Replacement Therapy items, which can be delivered to your home at no additional cost. Non-eligible items such as cosmetics and food supplements are not available under the OTC benefit. The quarterly credit expires at the end of each quarter (March 31st, June 30th, September 30th and December 31st). You cannot carry over your OTC benefit from one quarter to another or pay out-of-pocket for the difference above your allowance unless you pick up your products at a designated CVS retail location. For a complete list of covered items please contact the plan.</p> <p>OTC Vendor: CVS. CVS Pharmacy, Inc. d/b/a OTC Health Solutions is an independent company providing OTC supplemental benefit administrative services.</p> <p>This plan comes with a quarterly allowance for the over the counter (OTC) medications and supplements. Items may be ordered online at <a href="https://www.cvs.com/otchs/bcbsmn">cvs.com/otchs/bcbsmn</a> or over the phone at 1-888-628-2770 Monday through Friday from 9 a.m. to 8 p.m. E.S.T., to be shipped to your home. <b>Unused allowances do not roll over into the following quarter.</b> For a complete list of covered items please contact the plan.</p>	<p>\$25 per quarter for covered OTC items.</p>
<p><b>Partial hospitalization services</b></p> <p>“Partial hospitalization” is a structured program of active psychiatric treatment provided as a hospital outpatient service, or by a community mental health center, that is more intense than the care received in your doctor’s or therapist’s office and is an alternative to inpatient hospitalization.</p>	<p>\$15 copayment for Medicare-covered partial hospitalization program services.</p>
<p><b>Phenylketonuria</b></p> <p>Coverage is provided for special dietary treatment for phenylketonuria (PKU) when recommended by a physician.</p>	<p>Cost sharing based upon services received as with any other condition.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Physician/Practitioner services, including doctor’s office visits</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Medically-necessary medical care or surgery services furnished in a physician’s office, certified ambulatory surgical center, hospital outpatient department, or any other location</li> <li>• Consultation, diagnosis, and treatment by a specialist</li> <li>• Basic hearing and balance exams performed by your specialist, if your doctor orders it to see if you need medical treatment</li> <li>• Other health care professionals</li> <li>• Some telehealth services including consultation, diagnosis, and treatment by a physician or practitioner, for patients in certain rural areas or other places approved by Medicare <ul style="list-style-type: none"> <li>◦ You have the option of getting these services through an in-person visit or by telehealth. If you choose to get one of these services by telehealth, you must use a network provider who offers the service by telehealth (i.e. Doctor On Demand).</li> </ul> </li> <li>• Telehealth services for monthly end-stage renal disease-related visits for home dialysis members in a hospital-based or critical access hospital-based renal dialysis center, renal dialysis facility, or the member’s home</li> <li>• Telehealth services to diagnose, evaluate, or treat symptoms of a stroke</li> <li>• Virtual check-ins (for example, by phone or video chat) with your doctor for 5-10 minutes <b>if</b>: <ul style="list-style-type: none"> <li>◦ You’re not a new patient <b>and</b></li> <li>◦ The check-in isn’t related to an office visit in the past 7 days <b>and</b></li> <li>◦ The check-in doesn’t lead to an office visit within 24 hours or the soonest available appointment</li> </ul> </li> </ul>	<p>\$5 copayment for Medicare-covered primary care physician visit.</p> <p>\$15 copayment for Medicare-covered visits with a specialist.</p> <p>\$15 copayment for each Medicare-covered visit with other health care professionals.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Physician/Practitioner services, including doctor’s office visits (continued)</b></p> <ul style="list-style-type: none"> <li>• Evaluation of video and/or images you send to your doctor, and interpretation and follow-up by your doctor within 24 hours <b>if</b>: <ul style="list-style-type: none"> <li>◦ You’re not a new patient <b>and</b></li> <li>◦ The evaluation isn’t related to an office visit in the past 7 days <b>and</b></li> <li>◦ The evaluation doesn’t lead to an office visit within 24 hours or the soonest available appointment</li> </ul> </li> <li>• Consultation your doctor has with other doctors by phone, internet, or electronic health record <b>if</b> you’re not a new patient</li> <li>• Second opinion by another network provider prior to surgery</li> <li>• Non-routine dental care (covered services are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician)</li> <li>• Non-routine dental care also covers surgical and non-surgical treatment of temporomandibular joint (TMJ) disorder and craniomandibular disorder</li> </ul>	
<p><b>Podiatry services</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs)</li> <li>• Routine foot care for members with certain medical conditions affecting the lower limbs</li> </ul>	<p>\$15 copayment for each Medicare-covered visit.</p>
<p> <b>Prostate cancer screening exams</b></p> <p>For men age 50 and older, covered services include the following - once every 12 months:</p> <ul style="list-style-type: none"> <li>• Digital rectal exam</li> <li>• Prostate Specific Antigen (PSA) test</li> </ul>	<p>There is no coinsurance, copayment, or deductible for an annual PSA test.</p> <p>This coverage is subject to any deductible,</p>

Services that are covered for you	What you must pay when you get these services
<p> <b>Prostate cancer screening exams (continued)</b>  <b><u>Additional Screenings:</u></b></p> <p>For men aged 40-49 who are symptomatic or in a high-risk category covered services would include the following:</p> <ul style="list-style-type: none"> <li>• Digital rectal exam</li> <li>• Prostate Specific Antigen (PSA) test</li> </ul>	<p>coinsurance, co-payment, or other limitation on coverage applicable to other coverages under the plan.</p>
<p><b>Prosthetic devices and related supplies</b></p> <p>Devices (other than dental) that replace all or part of a body part or function. These include, but are not limited to: colostomy bags and supplies directly related to colostomy care, pacemakers, braces, prosthetic shoes, artificial limbs, and breast prostheses (including a surgical brassiere after a mastectomy). Includes certain supplies related to prosthetic devices, and repair and/or replacement of prosthetic devices. Also includes some coverage following cataract removal or cataract surgery – see “Vision Care” later in this section for more detail.</p>	<p>20% coinsurance for Medicare-covered prosthetic items and related supplies.</p> <p>20% coinsurance for Medicare-covered medical supplies related to prosthetics, splints, and other devices.</p>
<p><b>Pulmonary rehabilitation services</b></p> <p>Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and an order for pulmonary rehabilitation from the doctor treating the chronic respiratory disease.</p>	<p>\$15 copayment for Medicare-covered pulmonary rehabilitation services.</p>
<p><b>Residential Chemical Dependency Program</b></p> <p>Coverage includes room and board, and treatment in a residential chemical dependency facility for the treatment of alcoholism or drug addiction.</p>	<p>\$200 copayment per month.</p>
<p><b>Scalp Hair Protheses (Wigs)</b></p> <p>Hair loss must be due to alopecia areata. The maximum is one (1) prosthesis per person per calendar year</p>	<p>20% coinsurance</p> <p>Limit one (1) prosthesis limit per person per calendar year.</p>

Services that are covered for you	What you must pay when you get these services
<p> <b>Screening and counseling to reduce alcohol misuse</b> We cover one alcohol misuse screening for adults with Medicare (including pregnant women) who misuse alcohol, but aren't alcohol dependent.</p> <p>If you screen positive for alcohol misuse, you can get up to 4 brief face-to-face counseling sessions per year (if you're competent and alert during counseling) provided by a qualified primary care doctor or practitioner in a primary care setting.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.</p>
<p> <b>Screening for lung cancer with low dose computed tomography (LDCT)</b> For qualified individuals, a LDCT is covered every 12 months.</p> <p><b>Eligible members are:</b> people aged 55 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 30 pack-years and who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner.</p> <p><i>For LDCT lung cancer screenings after the initial LDCT screening:</i> the member must receive a written order for LDCT lung cancer screening, which may be furnished during any appropriate visit with a physician or qualified non-physician practitioner. If a physician or qualified non-physician practitioner elects to provide a lung cancer screening counseling and shared decision making visit for subsequent lung cancer screenings with LDCT, the visit must meet the Medicare criteria for such visits.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare covered counseling and shared decision making visit or for the LDCT.</p>
<p> <b>Screening for sexually transmitted infections (STIs) and counseling to prevent STIs</b> We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI when the tests are ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy.</p> <p>We also cover up to 2 individual 20 to 30 minute, face-to-face high-intensity behavioral counseling sessions each year for</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered screening for STIs and counseling for STIs preventive benefit.</p>

Services that are covered for you	What you must pay when you get these services
<p> <b>Screening for sexually transmitted infections (STIs) and counseling to prevent STIs (continued)</b></p> <p>sexually active adults at increased risk for STIs. We will only cover these counseling sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor’s office.</p>	
<p><b>Services to treat kidney disease</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• Outpatient dialysis treatments (including dialysis treatments when temporarily out of the service area, as explained in Chapter 3)</li> <li>• Inpatient dialysis treatments (if you are admitted as an inpatient to a hospital for special care)</li> <li>• Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments)</li> <li>• Home dialysis equipment and supplies</li> <li>• Certain home support services (such as, when necessary, visits by trained dialysis workers to check on your home dialysis, to help in emergencies, and check your dialysis equipment and water supply)</li> </ul> <p>Certain drugs for dialysis are covered under your Medicare Part B drug benefit. For information about coverage for Part B Drugs, please go to the section, “Medicare Part B prescription drugs.”</p>	<p>For inpatient dialysis treatment coverage, see Inpatient Hospital earlier in this chart.</p> <p>\$0 copayment for kidney disease education services.</p> <p>\$15 copayment for Medicare covered renal dialysis services and home health care visits.</p> <p>20% coinsurance for Medicare-covered equipment and supplies.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Skilled nursing facility (SNF) care</b>                      (For a definition of “skilled nursing facility care,” see Chapter 10 of this booklet. Skilled nursing facilities are sometimes called “SNFs.”)                      100 days per benefit period (3-day prior covered hospital stay required). Time spent in observation care does not count toward 3-day prior covered hospital stay.                      Covered services include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Semiprivate room (or a private room if medically necessary)</li> <li>• Meals, including special diets</li> <li>• Skilled nursing services</li> <li>• Physical therapy, occupational therapy, and speech therapy</li> <li>• Drugs administered to you as part of your plan of care (This includes substances that are naturally present in the body, such as blood clotting factors.)</li> <li>• Blood - including storage and administration. Coverage of whole blood and packed red cells begins with the first pint of blood that you need. All other components of blood are covered beginning with the first pint used</li> <li>• Medical and surgical supplies ordinarily provided by SNFs</li> <li>• Laboratory tests ordinarily provided by SNFs</li> <li>• X-rays and other radiology services ordinarily provided by SNFs</li> <li>• Use of appliances such as wheelchairs ordinarily provided by SNFs</li> <li>• Physician/Practitioner services</li> </ul>	<p>\$0 copayment</p> <p>A benefit period begins on the first day you go to a Medicare-covered inpatient hospital or a skilled nursing facility. The benefit period ends when you have not been an inpatient at any hospital or SNF for 60 days in a row. If you go to the hospital (or SNF) after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods you can have.</p>
<p> <b>Smoking and tobacco use cessation (counseling to stop smoking or tobacco use)</b>  <u>If you use tobacco, but do not have signs or symptoms of tobacco-related disease:</u> We cover two counseling quit attempts within a 12-month period as a preventive service with no cost to you. Each counseling attempt includes up to four face-to-face visits.</p>	<p>There is no coinsurance, copayment, or deductible for the Medicare-covered smoking and tobacco use cessation preventive benefits.</p>

Services that are covered for you	What you must pay when you get these services
<p> <b>Smoking and tobacco use cessation (counseling to stop smoking or tobacco use) (continued)</b></p> <p>If you use tobacco and have been diagnosed with a tobacco-related disease or are taking medicine that may be affected by tobacco: We cover cessation counseling services. We cover two counseling quit attempts within a 12-month period, however, you will pay the applicable cost sharing. Each counseling attempt includes up to four face-to-face visits.</p>	
<p><b>Supervised Exercise Therapy (SET)</b></p> <p>SET is covered for members who have symptomatic peripheral artery disease (PAD) and a referral for PAD from the physician responsible for PAD treatment.</p> <p>Up to 36 sessions over a 12-week period are covered if the SET program requirements are met.</p> <p>The SET program must:</p> <ul style="list-style-type: none"> <li>• Consist of sessions lasting 30-60 minutes, comprising a therapeutic exercise-training program for PAD in patients with claudication</li> <li>• Be conducted in a hospital outpatient setting or a physician’s office</li> <li>• Be delivered by qualified auxiliary personnel necessary to ensure benefits exceed harms, and who are trained in exercise therapy for PAD</li> <li>• Be under the direct supervision of a physician, physician assistant, or nurse practitioner/clinical nurse specialist who must be trained in both basic and advanced life support techniques</li> </ul> <p>SET may be covered beyond 36 sessions over 12 weeks for an additional 36 sessions over an extended period of time if deemed medically necessary by a health care provider.</p>	<p>\$15 copayment for each Medicare-covered supervised exercise therapy visit for PAD.</p>
<p><b>Treatment of Diagnosed Lyme Disease</b></p> <p>Coverage is provided on the same basis as any other illness</p>	<p>Coverage is same as for another disease.</p>

Services that are covered for you	What you must pay when you get these services
<p><b>Urgently needed services</b></p> <p>Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care. Urgently needed services may be furnished by network providers or by out-of-network providers when network providers are temporarily unavailable or inaccessible.</p> <p>Cost sharing for necessary urgently needed services furnished out-of-network is the same as for such services furnished in-network.</p> <p>Coverage is only provided while in the United States and its territories.</p>	<p>\$25 copayment for each Medicare-covered urgently needed care visit.</p>
<p><b>Ventilator-Dependent Persons</b></p> <p>Services up to 120 hours per hospital admission for services that are provided by a private duty nurse or a personal care assistant for a ventilator-dependent person in a hospital licensed under Chapter 144. The private duty nurse or personal care assistant shall perform only the services of communicator or interpreter for the ventilator-dependent patient during the transition period to assure adequate training of hospital staff to communicate with the ventilator-dependent patient.</p>	<p>Same as Inpatient Services.</p>
<p> <b>Vision care</b></p> <p>Covered services include:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• For people who are at high risk of glaucoma, we will cover one (1) 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.</li> <li>• For people with diabetes, screening for diabetic retinopathy is covered once per year.</li> </ul>	<p>\$0 copayment for up to one (1) annual glaucoma screening for people at risk.</p> <p>20% coinsurance for one (1) pair of Medicare-covered eyeglasses or contact lenses after cataract surgery.</p> <p>\$0 copayment for one (1) Medicare-covered diabetic retinopathy exam.</p> <p>\$15 copayment for Medicare-covered exams to diagnose and treat</p>

Services that are covered for you	What you must pay when you get these services
<p> <b>Vision care (continued)</b></p> <ul style="list-style-type: none"> <li>• One pair of Medicare-covered eyeglasses or contact lenses after each cataract surgery that includes insertion of an intraocular lens. (If you have two separate cataract operations, you cannot reserve the benefit after the first surgery and purchase two eyeglasses after the second surgery.) Corrective lenses/frames (and replacements) needed after a cataract removal without a lens implant.</li> <li>• Two (2) routine vision (eye) examinations and/or refractions annually.</li> <li>• \$125 plan benefit allowance for non-Medicare covered eyewear every year (may not be applied to eyewear received after cataract surgery).</li> </ul>	<p>diseases and conditions of the eye.</p> <p>\$0 copayment for up to two (2) non Medicare-covered eye exams every year.</p> <p>\$125 plan benefit allowance for non-Medicare covered eyewear every year.</p>
<p> <b>“Welcome to Medicare” preventive visit</b></p> <p>The plan covers the one-time “Welcome to Medicare” preventive visit. The visit includes a review of your health, as well as education and counseling about the preventive services you need (including certain screenings and shots), and referrals for other care if needed.</p> <p><b>Important:</b> We cover the “Welcome to Medicare” preventive visit only within the first 12 months you have Medicare Part B. When you make your appointment, let your doctor’s office know you would like to schedule your “Welcome to Medicare” preventive visit.</p> <p>Note: If you are outside of your first 12 months of having Medicare Part B, please see the Routine Physical Examination benefit.</p>	<p>There is no coinsurance, copayment, or deductible for the “Welcome to Medicare” preventive visit.</p>
<p><b>Women’s Health and Cancer Rights</b></p> <p>Under the federal Women’s Health and Cancer Rights Act of 1998 and Minnesota law you are entitled to the following reconstructive surgery services following a mastectomy:</p> <ol style="list-style-type: none"> <li>1. all stages of reconstruction of the breast on which the mastectomy has been performed;</li> <li>2. surgery and reconstruction of the other breast to produce a symmetrical appearance; and</li> </ol>	<p>Paid as any other illness.</p>

Services that are covered for you	What you must pay when you get these services
<b>Women’s Health and Cancer Rights (continued)</b>	
3. prostheses and treatment for physical complications during all stages of mastectomy, including swelling of the lymph glands (lymphedema).	
Services are provided in a manner determined in consultation with the physician and patient. Coverage is provided on the same basis as any other illness.	

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## **Section 2.2 Getting care using our plan’s optional extended absence benefit**

When you are continuously absent from our plan’s service area for more than six months, we usually must disenroll you from our plan. However, we offer as a supplemental benefit an extended absence benefit, which will allow you to remain enrolled in our plan when you are outside of our service area, but within the United States and its territories, for up to 9 months. This program is available to all Platinum Blue members who are temporarily in the extended absence area. Under our extended absence benefit you may receive all plan covered services at in-network out-of-pocket cost sharing. Please contact the plan to notify us of travel outside of the service area when using the extended absence benefit.

If you are in the extended absence area, you can stay enrolled in our plan for up to 9 months. If you have not returned to the plan’s service area within 9 months, you will be disenrolled from the plan.

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

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

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

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

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

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

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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Services and supplies not considered reasonable and necessary, according to the standards of Original Medicare except as provided in certain state mandated benefits provided in the plan.	✓	
Services statutorily excluded from Medicare coverage, unless offered as part of a supplemental benefit.	✓	
<p>Experimental medical and surgical procedures, equipment and medications</p> <p>Experimental procedures and items are those items and procedures determined by our plan and Original Medicare to not be generally accepted by the medical community.</p>		<p>✓</p> <p>May be covered by Original Medicare under a Medicare-approved clinical research study or by our plan. (See Chapter 3, Section 5 for more information on clinical research studies.)</p>
Private room in a hospital		<p>✓</p> <p>Covered only when medically necessary</p>
<p>Durable Medical Equipment (DME) is not covered:</p> <ul style="list-style-type: none"> <li>• after a member exhausts the 100-day benefit and the level of care is determined to be custodial and</li> <li>• the member resides in an institution that is an acute hospital or skilled nursing facility.</li> </ul>	✓	

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Durable items that are not primarily designed to serve a medical purpose (e.g., exercise equipment)	✓	
Needle-free injection device.	✓	
Urine test strips	✓	
Blood ketone test or Reagent strips	✓	
Spacer, bag or reservoir, with or without mask, for use with metered dose inhaler.	✓	
Personal comfort/hygiene items at home or in any place of service (e.g. radio, television, razor, toothbrush, personal grabbing device, any type, any length, cold or hot fluid bottle, ice cap or collar, heat and/or cold wrap, any type).	✓	
Nondurable items (i.e. items that cannot be re-used) such as incontinence garments/products	✓	
Full-time nursing care in your home	✓	
Custodial care provided in a nursing home, hospice, or other facility setting when you do not require skilled medical care or skilled nursing care.  (Custodial care is personal care that does not require the continuing attention of trained medical or paramedical personnel, such as care that helps you with activities of daily living, such as bathing or dressing.)	✓	

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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Homemaker services such as basic household assistance, including light housekeeping or light meal preparation.		<p style="text-align: center;">✓</p> When receiving a skilled service such as skilled nursing care, a home health aide may also perform some incidental services such as light cleaning, preparation of a meal, taking out the trash, or light shopping. However, a home health aide is never covered solely for the purpose of providing household assistance
Home-delivered meals	✓	
Fees charged for care by your immediate relatives or members of your household	✓	
Cosmetic surgery or procedures		<p style="text-align: center;">✓</p> Covered in cases of an accidental injury or for improvement of the functioning of a malformed body part.  Covered for all stages of reconstruction for a breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance
Non-routine dental care.		<p style="text-align: center;">✓</p> Dental care required to treat illness or injury may be covered. Refer to Physician/Practitioner section in Medical Benefits Chart above.
Application of topical fluoride.	✓	
Chiropractic services other than manipulation of subluxation (abnormal positioning of the spine)	✓	

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

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Routine foot care		Some limited coverage provided according to Medicare guidelines, e.g., if you have diabetes. ✓
Supportive devices (e.g. arch supports) for the feet		Orthopedic or therapeutic shoes for people with diabetic foot disease ✓
Orthopedic footwear	✓	
Radial keratotomy, Keratomileusis, Keratophakia, Epikeratoplasty, LASIK surgery and other low vision aids.	✓	
Hearing aids not provided by TruHearing.	✓	
Implantable bone anchored hearing aid.	✓	
Provider visits to service hearing aids (except as specifically described in the Covered Benefits), ear molds, hearing aid accessories, return fees, warranty claim fees, hearing aid batteries (beyond the 48 free batteries per aid purchased), rechargeable batteries and rechargeable hearing aids.	✓	
Immunizations for travel purposes.	✓	
Elective or voluntary enhancement procedures or services (including hair growth, sexual performance, athletic performance, anti-aging, and mental performance).	✓	

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

<b>Services not covered by Medicare</b>	<b>Not covered under any condition</b>	<b>Covered only under specific conditions</b>
Naturopath services (uses natural or alternative treatments)	✓	
Nutritional supplementation (e.g. Boost, Ensure)	✓	
Surgical treatment for morbid obesity.		✓ Except when it is considered medically necessary and covered under Original Medicare
Vertical Open and/or laparoscopic gastroplasty	✓	
Reversal of sterilization procedures and or contraceptive supplies I.e. Insertion of intrauterine device and birth control pills.	✓	
Tests and treatment for infertility when fertility is not expected due to usual state of health; or infertility due to illness or injury.	✓	
Blood typing, for paternity testing.	✓	
Services provided to veterans in Veterans Affairs (VA) facilities		✓ Covered only when medically necessary. 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 the applicable copayment or coinsurance.
Computed tomographic (CT) colonography (Virtual colonoscopy)	✓	
Necropsy	✓	

<b>Services not covered by Medicare</b>	<b>Not covered under any condition</b>	<b>Covered only under specific conditions</b>
Examination to qualify for life insurance policy.	✓	
Automatic blood pressure monitor.	✓	
Intermittent limb compression device (including all accessories).	✓	

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

# CHAPTER 5

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

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

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

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

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

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

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

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

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

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

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

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

- You only have to pay your cost sharing amount when you get services covered by our plan. We do not allow providers to add additional separate charges, called “balance

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

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billing.” This protection (that you never pay more than your cost sharing amount) applies even if we pay the provider less than the provider charges for a service and even if there is a dispute and we don’t pay certain provider charges. For more information about “balance billing,” go to Chapter 4, Section 1.3.

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

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

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

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

Please call Customer Service for additional information about how to ask us to pay you back and deadlines for making your request. (Phone numbers for Customer Service are printed on the back cover of this booklet.)

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

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

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**Section 2.1 How and where to send us your request for payment**

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Send us your request for payment, along with your bill and documentation of any payment you have made. It’s a good idea to make a copy of your bill and receipts for your records.

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

- You don’t have to use the form, but it will help us process the information faster.

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

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- Either download a copy of the form from our website ([bluecrossmn.com](http://bluecrossmn.com)) or call Customer Service and ask for the form. (Phone numbers for Customer Service are printed on the back cover of this booklet.)

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

Blue Cross and Blue Shield of Minnesota  
Platinum Blue  
P.O. Box 982805  
El Paso, TX 79998-2805

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

Contact Customer Service if you have any questions (phone numbers are printed on the back cover of this booklet). If you don't know what you should have paid, or you receive bills and you don't know what to do about those bills, we can help. You can also call if you want to give us more information about a request for payment you have already sent to us.

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

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

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

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

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

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If you think we have made a mistake in turning down your request for payment or you don't agree with the amount we are paying, you can make an appeal. If you make an appeal, it means you are asking us to change the decision we made when we turned down your request for payment.

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

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

- If you want to make an appeal about getting paid back for a medical service, go to Section 5.3 in Chapter 7.

# CHAPTER 6

*Your rights and responsibilities*

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

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

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### **Section 1.1 We must provide information in a way that works for you (in languages other than English, in braille, in large print, or other alternate formats, etc.)**

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To get information from us in a way that works for you, please call Customer Service (phone numbers are printed on the back cover of this booklet).

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

If you have any trouble getting information from our plan in a format that is accessible and appropriate for you, please call to file a grievance with Customer Service toll-free at 1-866-340-8654. TTY users call 711 (calls to this number are free). 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year. You may also file a complaint with Medicare by calling 1-800-MEDICARE (1-800-633-4227) or directly with the Office for Civil Rights. Contact information is included in this *Evidence of Coverage* or with this mailing, or you may contact Customer Service for additional information.

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

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As a member of our plan, you have the right to choose a provider in the plan's network to provide and arrange for your covered services (Chapter 3 explains more about this). Call Customer Service to learn which doctors are accepting new patients (phone numbers are printed on the back cover of this booklet). We do not require you to get referrals to go to network providers.

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

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

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

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

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

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

- We make sure that unauthorized people don’t see or change your records.
- In most situations, if we give your health information to anyone who isn’t providing your care or paying for your care, *we are required to get written permission from you first*. Written permission can be given by you or by someone you have given legal power to make decisions for you.
- There are certain exceptions that do not require us to get your written permission first. These exceptions are allowed or required by law.
  - For example, we are required to release health information to government agencies that are checking on quality of care.
  - Because you are a member of our plan through Medicare, we are required to give Medicare your health information. If Medicare releases your information for research or other uses, this will be done according to Federal statutes and regulations.

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

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

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

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

# NOTICE OF PRIVACY PRACTICES

Effective August 13, 2019



## FOR YOUR PROTECTION

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.** Blue Cross and Blue Shield of Minnesota and Blue Plus (Blue Cross) have always been committed to maintaining the security and confidentiality of the information we receive from our members. Whether it's your medical information or other identifiable information (such as your name, address, phone number or member identification number) ("protected health information"), we maintain policies and procedures, and other electronic controls, to guard against unauthorized access and use, and unnecessary collection of information. You should know that we are required by law to provide you this notice about our legal duties and privacy practices. We hope that this notice will clarify our responsibilities to you and provide you with a good understanding of your rights.

Please Note: This notice does not apply to members whose employers are self-insured. If your employer is self-insured, you need to contact your employer for more information about your health plan's privacy practices.

## HOW BLUE CROSS SAFEGUARDS YOUR PROTECTED HEALTH INFORMATION

Our privacy officer has the overall responsibility to implement and enforce privacy policies and procedures to protect your protected health information. You can be assured that every effort is taken to comply with federal and state laws — physically, electronically and procedurally — to safeguard your information. In some situations, where state laws provide greater protection for your privacy, we will follow the provisions of that state law. Blue Cross requires all of its employees, business associates (such as Prime Therapeutics), providers and vendors to adhere to federal and state privacy laws. Following are descriptions of how your protected health information is handled throughout our administration of your health plan.

## PERMITTED HANDLING OF PROTECTED HEALTH INFORMATION

At Blue Cross, your protected health information is handled in a number of different ways as we administer your health plan benefits. The following examples show you the various uses we are permitted by law to make without your authorization:

**Treatment.** We may disclose your protected health information to health care providers (doctors, dentists, pharmacies, hospitals and other caregivers) who request it to aid in your treatment. We may also disclose your protected health information to these health care providers in our effort to provide you with preventive health, early detection and disease and case management programs.

**Payment.** To administer your health benefits, policy or contract, we must use and disclose your protected health information to determine:

- Eligibility
- Claims payment
- Utilization and management of your benefits
- Medical necessity of your treatment
- Coordination of your care, benefits and other services
- Responses to complaints, appeals and external review requests

We may also use and disclose your protected health information to determine premium costs, underwriting, rates and cost-sharing amounts, provided that no genetic information may be used for underwriting purposes.

**Health care operations.** To perform our health plan functions, we may use and disclose your protected health information to provide programs and evaluations, such as:

- Health improvement or health care cost-reduction programs
- Competence or qualification reviews of health care professionals
- Fraud and abuse detection and compliance programs
- Quality assessment and improvement activities and outcomes evaluation

- Performance measurement and outcome assessments, health claims analysis and health services outreach
- Case management, disease management and care coordination services

We may also disclose your protected health information to Blue Cross affiliates and business associates (such as Delta Dental or Prime Therapeutics) that perform payment activities and conduct health care operations on our behalf.

**Service reminders.** We may contact you to remind you to obtain preventive health services or to inform you of treatment alternatives and/or health-related benefits and services, which may be of interest to you.

## ADDITIONAL USES AND DISCLOSURES

In certain situations, the law permits us to use or disclose your protected health information without your authorization. These situations include:

**Required by law.** We may use or disclose your protected health information, as we are required to do so by state or federal law, including disclosures to the U.S. Department of Health and Human Services. Also, we are required to disclose your protected health information to you in accordance with the law.

**Public health issues.** We may disclose your protected health information to an authorized public health authority for public health activities in controlling disease, injury or disability. For example, we may disclose your protected health information to the childhood immunization registry.

**Abuse or neglect.** We may make disclosures to government authorities concerning abuse, neglect or domestic violence as required by law.

**Health oversight activities.** We may disclose your protected health information to a government agency authorized to conduct health care system or governmental procedures such as audits, examinations, investigations, inspections and licensure activity.

**Legal proceedings.** We may disclose your protected health information in the course of any legal proceeding, in response to a court order or administrative judge and, in certain cases, in response to a subpoena, discovery request or other lawful process.

**Law enforcement.** We may disclose your protected health information to law enforcement officials. For example, disclosures may be made in response to a warrant or subpoena or for the purpose of identifying or locating a suspect, witness or missing persons or to provide information concerning victims of crimes.

**Coroners, medical examiners, funeral directors and organ donations.** We may disclose your protected health information in certain instances to coroners and medical examiners during their investigations. We may also disclose protected health information to funeral directors so that they may carry out their duties. We may disclose protected health information to organizations that handle donations of organs, eyes or tissue and transplantations. For example, if you are an organ donor, we can release records to an organ donation facility.

**Research.** We may disclose your protected health information to researchers only if certain established measures are taken to protect your privacy. For example, we may disclose to a teaching university to conduct medical research.

**To prevent a serious threat to health or safety.** We may disclose your protected health information to the extent necessary to avoid a serious and imminent threat to your health or safety or to the health or safety of others.

**Military activity and national security.** We may disclose your protected health information to armed forces personnel under certain circumstances, and to authorized federal officials for national security and intelligence activities.

**Correctional institutions.** If you are an inmate, we may disclose your protected health information to your correctional facility to help provide you health care or to provide safety to you or others.

**Workers' compensation.** We may disclose your protected health information as required by workers' compensation laws.

**Others involved in your health care.** Unless you notify us in writing, we may disclose certain billing information to a family member who calls on your behalf. The kind of information we will disclose is the status of a claim, amount paid and payment date. We will not, however, disclose medical information, such as diagnosis or the name of the provider.

**Your employer.** If your coverage is through your employer, we may disclose information to your employer to review group claims data or to conduct an audit. All information that could be used to identify specific participants is removed unless such identification is necessary.

## YOUR AUTHORIZATION

Any uses and disclosures not described in this notice, including most uses and disclosures of psychotherapy notes, the use and disclosure of protected health information for marketing purposes, and the sale of any protected health information, will require your written authorization except where permitted by law. Keep in mind that you may cancel your authorization in writing at any time.

## YOUR RIGHTS

Blue Cross would like you to know that you have additional rights regarding your protected health information. Your additional rights are described below:

**Your right to request restrictions.** You have the right to request restrictions on the way we handle your protected health information for treatment, payment or health care operations as described in the "Permitted handling of protected health information" section of this notice. The law, however, does not require us to agree to these restrictions. If we do agree to a restriction, we will send you a written confirmation and will not use or disclose your protected health information in violation of that restriction. If we don't agree, we will notify you in writing.

**Your right to confidential communications.** We will make every effort to accommodate reasonable requests to communicate with you about your protected health information at an alternative location. For our records, we need your request in writing, except in emergency situations where verbal requests will be accepted. It is important that you understand that any payment or payment information may be sent to the original address in our records.

**Your right to access.** You have the right to receive (or request that a designated person receive), by written request, a copy of your protected health information that is contained in a "designated record set," with some specified exceptions. For example, if your doctor determines that your records

are sensitive, we may not give you access to your records. You also have the right to request an electronic copy of protected health information that is maintained electronically.

### What is a designated record set?

It's a group of records used to administer your health benefits, including:

- Enrollment
- Payment
- Claims adjudication
- Case or medical management records

### Your right to amend your protected health information.

You have the right to ask us to amend any protected health information that is contained in a "designated record set." For our records, your request for an amendment must be in writing. Blue Cross will not amend records in the following situations:

- Blue Cross does not have the records you want amended
- Blue Cross did not create the records that you want amended
- Blue Cross has determined that the records are accurate and complete
- The records have been compiled in anticipation of a civil, criminal or administrative action or proceeding
- The records are covered by the federal Clinical Laboratory Improvement Act

If you have requested an amendment under any of these situations, we will notify you in writing that we are denying your request. You have the right to file a written statement of disagreement with us, and we have the right to rebut that statement. Please note that changes of addresses are not required in writing.

### Your right to information about certain disclosures.

You have the right to request (in writing) information about any times we have disclosed your protected health information for any purpose other than the following exceptions:

- Treatment, payment, or health care operations as described in the "Permitted handling of protected health information" section of this notice
- Disclosures that you or your personal representative have authorized
- Certain other disclosures, such as disclosures for national security purposes

The requirement that we provide you with information about any times we have disclosed your protected health information applies for six years from the date of the disclosure. This applies only to disclosures made on or after April 14, 2003.

**Your right to receive notifications of breaches of protected health information.** In the event of any unauthorized acquisition, use or disclosure of your unsecured protected health information (a “breach”), Blue Cross will notify you of such breach, unless there is a low probability that your protected health information has been compromised.

## FUTURE CHANGES

Although Blue Cross follows the privacy practices described in this notice, you should know that under certain circumstances these practices could change in the future. For example, if privacy laws change, we will change our practices to comply with the law. Should this occur:

- We will post a new notice on our website **bluecrossmn.com** by the effective date of the new notice and will also provide a copy of the new notice, or information about the new notice and how to obtain the new notice, in our next annual mailing to members
- The changes will apply to all protected health information we have in our possession, including any information created or received before we change the notice

## QUESTIONS & ANSWERS

### **Q: Will you give my protected health information to my family or others?**

A. We will share your protected health information with others only if either of these apply: 1. You are present, in person or on the telephone, and give us permission to talk to the other person, or 2. You sign an authorization form. You should know, however, that state laws do not allow us to disclose certain information about minors — even to their parents.



Blue Cross® and Blue Shield® of Minnesota and Blue Plus® are nonprofit independent licensees of the Blue Cross and Blue Shield Association.

F7676R11 (08/19)

### **Q: Who should I contact to get more information or to get an additional copy of this notice?**

A: For additional information, questions about this Notice of Privacy Practices, or if you want another copy, please visit the Blue Cross website at **bluecrossmn.com**. You may also call us at **(651) 662-8000** with questions or to obtain forms.

### **Q: What should I do if I believe my privacy rights have been violated?**

A: If you think that we may have violated your privacy rights, or you disagree with a decision we made about access to your protected health information, you may either:

1. Call us at the number listed above
2. File a written complaint with our Privacy Officer at the following address:  
  
Privacy Officer  
Blue Cross and Blue Shield of Minnesota  
3535 Blue Cross Road  
Eagan, MN 55122
3. Contact the Minnesota Department of Commerce at **(651) 539-1500** or **800-657-3602**
4. Contact the Minnesota Department of Health toll free **1-800-657-3916**
5. Notify the Secretary of the U.S. Department of Health and Human Services (HHS). Send your complaint to:

Office for Civil Rights  
U.S. Department of Health and Human Services  
233 N. Michigan Ave., Suite 240  
Chicago, IL 60601  
Voice Phone **(312) 886-2359**,  
toll free **1-800-368-1019** Fax **(312) 886-1807** or  
TTY **(312) 353-5693**.

6. Call the HHS Voice Hotline number at **1-800-368-1019**

Please be assured that we will not take retaliatory action against you if you file a complaint about our privacy practices either with us or HHS.

Delta Dental of Minnesota is independent from Blue Cross and Blue Shield of Minnesota. Delta Dental® provides administrative services for dental benefits. Prime Therapeutics LLC is an independent company providing pharmacy benefit management services.

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

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

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

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

- If you want to ask our plan to pay our share of a bill you have received for medical care, see Chapter 5 of this booklet.

---

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If you have signed an advance directive, and you believe that a doctor or hospital did not follow the instructions in it, you may file a complaint with the Office of Health Facility Complaints by calling (651) 201-4201 (metro area) or 1-800-369-7994.

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

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

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

---

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

---

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

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

### **Is it about something else?**

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

- You can **call Customer Service** (phone numbers are printed on the back cover of this booklet).
- You can **call the State Health Insurance Assistance Program**. For details about this organization and how to contact it, go to Chapter 2, Section 3.
- Or, **you can call Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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

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

- You can **call Customer Service** (phone numbers are printed on the back cover of this booklet).
- You can **call the State Health Insurance Assistance Program**. For details about this organization and how to contact it, go to Chapter 2, Section 3.
- You can contact **Medicare**.
  - You can visit the Medicare website to read or download the publication “Medicare Rights & Protections.” (The publication is available at: [www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf](http://www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf).)
  - Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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

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### Section 2.1 What are your responsibilities?

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

- **Get familiar with your covered services and the rules you must follow to get these covered services.** Use this *Evidence of Coverage* booklet to learn what is covered for you and the rules you need to follow to get your covered services.
  - Chapters 3 and 4 give the details about your medical services, including what is covered, what is not covered, rules to follow, and what you pay.
- **If you have any other health insurance coverage in addition to our plan, you are required to tell us.** Please call Customer Service to let us know (phone numbers are printed on the back cover of this booklet).
  - We are required to follow rules set by Medicare to make sure that you are using all of your coverage in combination when you get your covered services from our plan. This is called “**coordination of benefits**” because it involves coordinating the health benefits you get from our plan with any other health benefits available to you. We'll help you coordinate your benefits. (For more information about coordination of benefits, go to Chapter 1, Section 8.)
- **Tell your doctor and other health care providers that you are enrolled in our plan.** Show your plan membership card whenever you get your medical care.
  - Notifying out-of-network providers when seeking care (unless it is an emergency) that although you are enrolled in our plan, the provider should bill Original Medicare. You should present your membership card and your Medicare card.
- **Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.**
  - To help your doctors and other health providers give you the best care, learn as much as you are able to about your health problems and give them the information they need about you and your health. Follow the treatment plans and instructions that you and your doctors agree upon.
  - Make sure your doctors know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
  - If you have any questions, be sure to ask. Your doctors and other health care providers are supposed to explain things in a way you can understand. If you ask a question and you don't understand the answer you are given, ask again.
- **Be considerate.** We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor's office, hospitals, and other offices.

- **Pay what you owe.** As a plan member, you are responsible for these payments:
  - You must pay your plan premiums to continue being a member of our plan.
  - In order to be eligible for our plan, you must have Medicare Part B (or both Part A and Part B). Some plan members must pay a premium for Medicare Part A. Most plan members must pay a premium for Medicare Part B to remain a member of the plan.
  - For most of your medical services covered by the plan, you must pay your share of the cost when you get the service. This will be a copayment (a fixed amount) or coinsurance (a percentage of the total cost). Chapter 4 tells what you must pay for your medical services.
  - If you get any medical services that are not covered by our plan or by other insurance you may have, you must pay the full cost.
    - If you disagree with our decision to deny coverage for a service, you can make an appeal. Please see Chapter 7 of this booklet for information about how to make an appeal.
- **Tell us if you move.** If you are going to move, it's important to tell us right away. Call Customer Service (phone numbers are printed on the back cover of this booklet).
  - **If you move *outside* of our plan service area, you cannot remain a member of our plan.** (Chapter 1 tells about our service area.) We can help you figure out whether you are moving outside our service area. If you are leaving our service area, you will have a Special Enrollment Period when you can join any Medicare plan available in your new area. We can let you know if we have a plan in your new area.
  - **If you move *within* our service area, we still need to know** so we can keep your membership record up to date and know how to contact you.
  - If you move, it is also important to tell Social Security (or the Railroad Retirement Board). You can find phone numbers and contact information for these organizations in Chapter 2.
- **Call Customer Service for help if you have questions or concerns.** We also welcome any suggestions you may have for improving our plan.
  - Phone numbers and calling hours for Customer Service are printed on the back cover of this booklet.
  - For more information on how to reach us, including our mailing address, please see Chapter 2.

# CHAPTER 7

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

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

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## **SECTION 1 Introduction**

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

---

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

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

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

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

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### **Section 1.2 What about the legal terms?**

---

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

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

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

---

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

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### **Section 2.1 Where to get more information and personalized assistance**

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Sometimes it can be confusing to start or follow through the process for dealing with a problem. This can be especially true if you do not feel well or have limited energy. Other times, you may not have the knowledge you need to take the next step.

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

We are always available to help you. But in some situations you may also want help or guidance from someone who is not connected with us. You can always contact your **State Health Insurance Assistance Program (SHIP)**. This government program has trained counselors in every state. The program is not connected with us or with any insurance company or health plan. The counselors at this program can help you understand which process you should use to handle a problem you are having. They can also answer your questions, give you more information, and offer guidance on what to do.

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

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

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

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

---

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

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

---

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

---

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

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

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

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

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

No. My problem is not about benefits or coverage.

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

---

## **COVERAGE DECISIONS AND APPEALS**

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

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

---

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

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

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services. For example, your plan network doctor makes a (favorable) coverage decision for you whenever you receive medical care from him or her or if your network doctor refers you to a medical specialist. You or your doctor can also contact us and ask for a coverage decision if your doctor is unsure whether we will cover a particular medical service or refuses to provide medical care you think that you need. In other words, if you want to know if we will cover a medical service before you receive it, you can ask us to make a coverage decision for you.

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

#### **Making an appeal**

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

When you appeal a decision for the first time, this is called a Level 1 Appeal. In this appeal, we review the coverage decision we made to check to see if we were following all of the rules properly. Your appeal is handled by different reviewers than those who made the original unfavorable decision. When we have completed the review we give you our decision. Under

certain circumstances, which we discuss later, you can request an expedited or “fast coverage decision” or fast appeal of a coverage decision.

If we say no to all or part of your Level 1 Appeal, you can go on to a Level 2 Appeal. The Level 2 Appeal is conducted by an Independent Review Organization that is not connected to us. (In some situations, your case will be automatically sent to the Independent Review Organization for a Level 2 Appeal. In other situations, you will need to ask for a Level 2 Appeal.) If you are not satisfied with the decision at the Level 2 Appeal, you may be able to continue through additional levels of appeal.

---

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

---

Would you like some help? Here are resources you may wish to use if you decide to ask for any kind of coverage decision or appeal a decision:

- **You can call us at Customer Service** (phone numbers are printed on the back cover of this booklet).
- **You can get free help** from your State Health Insurance Assistance Program (see Section 2 of this chapter).
- **Your doctor can make a request for you.** For medical care or Part B prescription drugs, your doctor can request a coverage decision or a Level 1 Appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2. To request any appeal after Level 2, your doctor must be appointed as your representative.
- **You can ask someone to act on your behalf.** If you want to, you can name another person to act for you as your “representative” to ask for a coverage decision or make an appeal.
  - There may be someone who is already legally authorized to act as your representative under State law.
  - If you want a friend, relative, your doctor or other provider, or other person to be your representative, call Customer Service (phone numbers are printed on the back cover of this booklet) and ask for the “Appointment of Representative” form. (The form is also available on Medicare’s website at [www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf](http://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf) or on our website at [bluecrossmn.com](http://bluecrossmn.com).) The form gives that person permission to act on your behalf. It must be signed by you and by the person who you would like to act on your behalf. You must give us a copy of the signed form.
- **You also have the right to hire a lawyer to act for you.** You may contact your own lawyer, or get the name of a lawyer from your local bar association or other referral service. There are also groups that will give you free legal services if you qualify. However, **you are not required to hire a lawyer** to ask for any kind of coverage decision or appeal a decision.

---

### **Section 4.3 Which section of this chapter gives the details for your situation?**

---

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

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

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

---

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

---

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

---

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

---

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

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

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

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

1. You are not getting certain medical care you want, and you believe that this care is covered by our plan.
2. Our plan will not approve the medical care your doctor or other medical provider wants to give you, and you believe that this care is covered by the plan.
3. You have received medical care that you believe should be covered by the plan, but we have said we will not pay for this care.
4. You have received and paid for medical care that you believe should be covered by the plan, and you want to ask our plan to reimburse you for this care.
5. You are being told that coverage for certain medical care you have been getting that we previously approved will be reduced or stopped, and you believe that reducing or stopping this care could harm your health.
  - **NOTE: If the coverage that will be stopped is for hospital care, home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services,** you need to read a separate section of this chapter because special rules apply to these types of care. Here’s what to read in those situations:
    - Chapter 7, Section 6: *How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon*
    - Chapter 7, Section 7: *How to ask us to keep covering certain medical services if you think your coverage is ending too soon.* This section is about three services only: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services.
  - For *all other* situations that involve being told that medical care you have been getting will be stopped, use this section (Section 5) as your guide for what to do.

### Which of these situations are you in?

<b>If you are in this situation:</b>	<b>This is what you can do:</b>
To find out whether we will cover the medical care you want.	You can ask us to make a coverage decision for you. Go to the next section of this chapter, <b>Section 5.2.</b>
If we already told you that we will not cover or pay for a medical service in the way that you want it to be covered or paid for.	You can make an <b>appeal.</b> (This means you are asking us to reconsider.) Skip ahead to <b>Section 5.3</b> of this chapter.

If you are in this situation:	This is what you can do:
If you want to ask us to pay you back for medical care you have already received and paid for.	You can send us the bill. Skip ahead to <b>Section 5.5</b> of this chapter.

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

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

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

Legal Terms
A “fast coverage decision” is called an <b>“expedited determination.”</b>

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

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

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

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

request is for a **Medicare Part B prescription drug, we will give you an answer within 72 hours** after we receive your request.

- **However**, for a request **for a medical item or service we can take up to 14 more calendar days** if you ask for more time, or if we need information (such as medical records from out-of-network providers) that may benefit you. If we decide to take extra days to make the decision, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should *not* take extra days, you can file a "fast complaint" about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (The process for making a complaint is different from the process for coverage decisions and appeals. For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)

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

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

- This letter will tell you that if your doctor asks for the fast coverage decision, we will automatically give a fast coverage decision.
- The letter will also tell how you can file a “fast complaint” about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)

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

***Deadlines for a “fast” coverage decision***

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

***Deadlines for a “standard” coverage decision***

- Generally, for a standard coverage decision on a request for a medical item or service, we will give you our answer **within 14 calendar days of receiving your request**. If your request is for a Medicare Part B prescription drug, we will give you an answer **within 72 hours** of receiving your request.
  - For a request for a medical item or service, we can take up to 14 more calendar days (“an extended time period”) under certain circumstances. If we decide to take extra days to make the coverage decision, we will tell you in writing. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.
  - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)

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

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

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

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

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Legal Terms
An appeal to the plan about a medical care coverage decision is called a plan “reconsideration.”

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

*What to do*

- **To start an appeal you, your doctor, or your representative, must contact us.** For details on how to reach us for any purpose related to your appeal, go to Chapter 2, Section 1 and look for section called, *How to contact us when you are making an appeal about your medical care.*
- **If you are asking for a standard appeal, make your standard appeal in writing by submitting a request.**
  - If you have someone appealing our decision for you other than your doctor, your appeal must include an Appointment of Representative form authorizing this person to represent you. (To get the form, call Customer Service (phone numbers are printed on the back cover of this booklet) and ask for the “Appointment of Representative” form. It is also available on Medicare’s website at [www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf](http://www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf) or on

our website at [bluecrossmn.com](http://bluecrossmn.com).) While we can accept an appeal request without the form, we cannot begin or complete our review until we receive it. If we do not receive the form within 44 calendar days after receiving your appeal request (our deadline for making a decision on your appeal), your appeal request will be dismissed. If this happens, we will send you a written notice explaining your right to ask the Independent Review Organization to review our decision to dismiss your appeal.

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

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

Legal Terms
A “fast appeal” is also called an “ <b>expedited reconsideration.</b> ”

- If you are appealing a decision we made about coverage for care that you have not yet received, you and/or your doctor will need to decide if you need a “fast appeal.”
- The requirements and procedures for getting a “fast appeal” are the same as those for getting a “fast coverage decision.” To ask for a fast appeal, follow the instructions for asking for a fast coverage decision. (These instructions are given earlier in this section.)
- If your doctor tells us that your health requires a “fast appeal,” we will give you a fast appeal.

**Step 2: We consider your appeal and we give you our answer.**

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

### *Deadlines for a “fast” appeal*

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

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

- If we are using the standard deadlines, we must give you our answer on a request for a medical item or service **within 30 calendar days** after we receive your appeal if your appeal is about coverage for services you have not yet received. If your request is for a Medicare Part B prescription drug you have not yet received, we will give you our answer **within 7 calendar days** after we receive your appeal. We will give you our decision sooner if your health condition requires us to.
  - However, if you ask for more time, or if we need to gather more information that may benefit you, **we can take up to 14 more calendar days** if your request is for a medical item or service. If we decide to take extra days to make the decision, we will tell you in writing. We can’t take extra time to make a decision if your request is for a Medicare Part B prescription drug.
  - If you believe we should *not* take extra days, you can file a “fast complaint” about our decision to take extra days. When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (For more information about the process for making complaints, including fast complaints, see Section 9 of this chapter.)

- If we do not give you an answer by the applicable deadline above (or by the end of the extended time period if we took extra days on your request for a medical item or service), we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an Independent Review Organization. Later in this section, we talk about this review organization and explain what happens at Level 2 of the appeals process.
- **If our answer is yes to part or all of what you requested**, we must authorize or provide the coverage we have agreed to provide within 30 calendar days if your request is for a medical item or service, or **within 7 calendar days** if your request is for a Medicare Part B prescription drug.
- **If our answer is no to part or all of what you requested**, we will automatically send your appeal to the Independent Review Organization for a Level 2 Appeal.

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

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

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**Section 5.4 Step-by-step: How a Level 2 Appeal is done**

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

Legal Terms
The formal name for the “Independent Review Organization” is the “ <b>Independent Review Entity.</b> ” It is sometimes called the “ <b>IRE.</b> ”

**Step 1: The Independent Review Organization reviews your appeal.**

- **The Independent Review Organization is an independent organization that is hired by Medicare.** This organization is not connected with us and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the Independent Review Organization. Medicare oversees its work.
- We will send the information about your appeal to this organization. This information is called your “case file.” **You have the right to ask us for a copy of your case file.** 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***

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

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

- If you had a standard appeal to our plan at Level 1, you will automatically receive a standard appeal at Level 2. If your request is for a medical item or service, the review organization must give you an answer to your Level 2 Appeal **within 30 calendar days** of when it receives your appeal. If your request is for a Medicare Part B prescription drug, the review organization must give you an answer to your Level 2 Appeal **within 7 calendar days** of when it receives your appeal.
- However, if your request is for a medical item or service and the Independent Review Organization needs to gather more information that may benefit you, **it can take up to 14 more calendar days**. The Independent Review Organization can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.

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

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

- **If the review organization says yes to part or all of a request for a medical item or service**, we must authorize the medical care coverage within 72 hours or provide the service within 14 calendar days after we receive the decision from the review organization for standard requests or within 72 hours from the date we receive the decision from the review organization for expedited requests.
- **If the review organization says yes to part or all of a request for a Medicare Part B prescription drug**, we must authorize or provide the Part B prescription drug under dispute within **72 hours** after we receive the decision from the review organization for **standard requests** or within **24 hours** from the date we receive the decision from the review organization for **expedited requests**.
- **If this organization says no to part or all of your appeal**, it means they agree with us that your request (or part of your request) for coverage for medical care should not be

approved. (This is called “upholding the decision.” It is also called “turning down your appeal.”)

- If the Independent Review Organization “upholds the decision” you have the right to a Level 3 Appeal. However, to make another appeal at Level 3, the dollar value of the medical care coverage you are requesting must meet a certain minimum. If the dollar value of the coverage you are requesting is too low, you cannot make another appeal, which means that the decision at Level 2 is final. The written notice you get from the Independent Review Organization will tell you how to find out the dollar amount to continue the appeals process.

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

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

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

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

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

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

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

- If the medical care you paid for is covered and you followed all the rules, we will send you the payment for our share of the cost of your medical care within 60 calendar days after we receive your request. Or, if you haven’t paid for the services, we will send the payment

directly to the provider. (When we send the payment, it's the same as saying *yes* to your request for a coverage decision.)

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

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

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

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

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

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

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

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

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

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

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During your covered hospital stay, you will be given a written notice called *An Important Message from Medicare about Your Rights*. Everyone with Medicare gets a copy of this notice whenever they are admitted to a hospital. Someone at the hospital (for example, a caseworker or nurse) must give it to you within two days after you are admitted. If you do not get the notice, ask any hospital employee for it. If you need help, please call Customer Service (phone numbers are printed on the back cover of this booklet). You can also call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

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

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

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

3. **Keep your copy** of the notice so you will have the information about making an appeal (or reporting a concern about quality of care) handy if you need it.
  - If you sign the notice more than two days before the day you leave the hospital, you will get another copy before you are scheduled to be discharged.
  - To look at a copy of this notice in advance, you can call Customer Service (phone numbers are printed on the back cover of this booklet) or 1-800 MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. You can also see the notice online at [www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html](http://www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeAppealNotices.html).

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

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

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

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

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

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

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

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

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

***Act quickly:***

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

***Ask for a “fast review”:***

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

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

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

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

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

- By noon of the day after the reviewers informed our plan of your appeal, you will also get a written notice that gives your planned discharge date and explains in detail the reasons why your doctor, the hospital, and we think it is right (medically appropriate) for you to be discharged on that date.

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

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

*What happens if the answer is yes?*

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

*What happens if the answer is no?*

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

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

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

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

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If the Quality Improvement Organization has turned down your appeal, *and* you stay in the hospital after your planned discharge date, then you can make a Level 2 Appeal. During a Level 2 Appeal, you ask the Quality Improvement Organization to take another look at the decision they made on your first appeal. If the Quality Improvement Organization turns down your Level 2 Appeal, you may have to pay the full cost for your stay after your planned discharge date.

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

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

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

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

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

**Step 3: Within 14 calendar days of receipt of your request for a second review, the Quality Improvement Organization reviewers will decide on your appeal and tell you their decision.**

*If the review organization says yes:*

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

*If the review organization says no:*

- It means they agree with the decision they made on your Level 1 Appeal and will not change it.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

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

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

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**Section 6.4 What if you miss the deadline for making your Level 1 Appeal?**

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**You can appeal to us instead**

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

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

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

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

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

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

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

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

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

- In this situation, we will use the “fast” deadlines rather than the standard deadlines for giving you the answer to this review.

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

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

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

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

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

During the Level 2 Appeal, an **Independent Review Organization** reviews the decision we made when we said no to your “fast appeal.” This organization decides whether the decision we made should be changed.

Legal Terms
The formal name for the “Independent Review Organization” is the “ <b>Independent Review Entity.</b> ” It is sometimes called the “ <b>IRE.</b> ”

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

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

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

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

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

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

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

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**Section 7.1 *This section is about three services only:*  
Home health care, skilled nursing facility care, and  
Comprehensive Outpatient Rehabilitation Facility (CORF)  
services**

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This section is about the following types of care *only*:

- **Home health care services** you are getting
- **Skilled nursing care** you are getting as a patient in a skilled nursing facility. (To learn about requirements for being considered a “skilled nursing facility,” see Chapter 10, *Definitions of important words.*)

- **Rehabilitation care** you are getting as an outpatient at a Medicare-approved Comprehensive Outpatient Rehabilitation Facility (CORF). Usually, this means you are getting treatment for an illness or accident, or you are recovering from a major operation. (For more information about this type of facility, see Chapter 10, *Definitions of important words*.)

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

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

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

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

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1. **You receive a notice in writing.** At least two days before our plan is going to stop covering your care, you will receive a notice.
  - The written notice tells you the date when we will stop covering the care for you.
  - The written notice also tells what you can do if you want to ask our plan to change this decision about when to end your care, and keep covering it for a longer period of time.

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

2. **You will be asked to sign the written notice to show that you received it.**
  - You or someone who is acting on your behalf will be asked to sign the notice. (Section 4.2 tells how you can give written permission to someone else to act as your representative.)

- Signing the notice shows *only* that you have received the information about when your coverage will stop. **Signing it does not mean you agree** with the plan that it's time to stop getting the care.

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

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

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

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

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

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

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

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

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

#### *What should you ask for?*

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

*Your deadline for contacting this organization.*

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

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

*What happens during this review?*

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

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

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

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

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

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

- If the reviewers say *no* to your appeal, then **your coverage will end on the date we have told you.** We will stop paying our share of the costs of this care on the date listed on the notice.

- If you decide to keep getting the home health care, or skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services *after* this date when your coverage ends, then **you will have to pay the full cost** of this care yourself.

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

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

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

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

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

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

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

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

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

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

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

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

*What happens if the review organization says no?*

- It means they agree with the decision we made to your Level 1 Appeal and will not change it.
- The notice you get will tell you in writing what you can do if you wish to continue with the review process. It will give you the details about how to go on to the next level of appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

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

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

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**Section 7.5 What if you miss the deadline for making your Level 1 Appeal?**

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**You can appeal to us instead**

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

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

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

Here are the steps for a Level 1 Alternate Appeal:

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

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

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

**Step 2: We do a “fast” review of the decision we made about when to end coverage for your services.**

- During this review, we take another look at all of the information about your case. We check to see if we were following all the rules when we set the date for ending the plan’s coverage for services you were receiving.
- We will use the “fast” deadlines rather than the standard deadlines for giving you the answer to this review.

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

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

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

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

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

During the Level 2 Appeal, the **Independent Review Organization** reviews the decision we made when we said no to your “fast appeal.” This organization decides whether the decision we made should be changed.

Legal Terms
The formal name for the “Independent Review Organization” is the “ <b>Independent Review Entity.</b> ” It is sometimes called the “ <b>IRE.</b> ”

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

- We are required to send the information for your Level 2 Appeal to the Independent Review Organization within 24 hours of when we tell you that we are saying no to your

first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. The complaint process is different from the appeal process. Section 9 of this chapter tells how to make a complaint.)

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

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

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

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If reviewers say no to your Level 2 Appeal, you can choose whether to accept that decision or whether to go on to Level 3 and make another appeal. At Level 3, your appeal is reviewed by an Administrative Law Judge or attorney adjudicator.
- Section 8 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

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

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**Section 8.1 Appeal Levels 3, 4 and 5 for Medical Service Requests**

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This section may be appropriate for you if you have made a Level 1 Appeal and a Level 2 Appeal, and both of your appeals have been turned down.

If the dollar value of the item or medical service you have appealed meets certain minimum levels, you may be able to go on to additional levels of appeal. If the dollar value is less than the minimum level, you cannot appeal any further. If the dollar value is high enough, the written

response you receive to your Level 2 Appeal will explain who to contact and what to do to ask for a Level 3 Appeal.

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

**Level 3 Appeal** A judge (called 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** - We will decide whether to appeal this decision to Level 4. Unlike a decision at Level 2 (Independent Review Organization), we have the right to appeal a Level 3 decision that is favorable to you.
  - If we decide *not* to appeal the decision, we must authorize or provide you with the service within 60 calendar days after receiving the Administrative Law Judge's or attorney adjudicator's decision.
  - If we decide to appeal the decision, we will send you a copy of the Level 4 Appeal request with any accompanying documents. We may wait for the Level 4 Appeal decision before authorizing or providing the service in dispute.
- **If the Administrative Law Judge or attorney adjudicator says no to your appeal, the appeals process *may or may not* be over.**
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - If you do not want to accept the decision, you can continue to the next level of the review process. If the Administrative Law Judge or attorney adjudicator says no to your appeal, the notice you get will tell you what to do next if you choose to continue with your appeal.

**Level 4 Appeal** The Medicare **Appeals Council** (Council) will review your appeal and give you an answer. The Council is part of the Federal government.

- **If the answer is yes, or if the Council denies our request to review a favorable Level 3 Appeal decision, the appeals process *may or may not* be over** - We will decide whether to appeal this decision to Level 5. Unlike a decision at Level 2 (Independent Review Organization), we have the right to appeal a Level 4 decision that is favorable to you if the value of the item or medical service meets the required dollar value.
  - If we decide *not* to appeal the decision, we must authorize or provide you with the service within 60 calendar days after receiving the Council's decision.
  - If we decide to appeal the decision, we will let you know in writing.

- **If the answer is no or if the Council denies the review request, the appeals process may or may not be over.**
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - If you do not want to accept the decision, you might be able to continue to the next level of the review process. If the Council says no to your appeal, the notice you get will tell you whether the rules allow you to go on to a Level 5 Appeal. If the rules allow you to go on, the written notice will also tell you who to contact and what to do next if you choose to continue with your appeal.

**Level 5 Appeal** A judge at the **Federal District Court** will review your appeal.

- This is the last step of the appeals process.

## MAKING COMPLAINTS

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

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

#### Section 9.1 What kinds of problems are handled by the complaint process?

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

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

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

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

Complaint	Example
<b>Quality of your medical care</b>	<ul style="list-style-type: none"> <li>• Are you unhappy with the quality of the care you have received (including care in the hospital)?</li> </ul>
<b>Respecting your privacy</b>	<ul style="list-style-type: none"> <li>• Do you believe that someone did not respect your right to privacy or shared information about you that you feel should be confidential?</li> </ul>
<b>Disrespect, poor customer service, or other negative behaviors</b>	<ul style="list-style-type: none"> <li>• Has someone been rude or disrespectful to you?</li> <li>• Are you unhappy with how our Customer Service has treated you?</li> <li>• Do you feel you are being encouraged to leave the plan?</li> </ul>
<b>Waiting times</b>	<ul style="list-style-type: none"> <li>• Are you having trouble getting an appointment, or waiting too long to get it?</li> <li>• Have you been kept waiting too long by doctors or other health professionals? Or by our Customer Service or other staff at the plan?                             <ul style="list-style-type: none"> <li>◦ Examples include waiting too long on the phone, in the waiting room, or in the exam room.</li> </ul> </li> </ul>
<b>Cleanliness</b>	<ul style="list-style-type: none"> <li>• Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor’s office?</li> </ul>
<b>Information you get from us</b>	<ul style="list-style-type: none"> <li>• Do you believe we have not given you a notice that we are required to give?</li> <li>• Do you think written information we have given you is hard to understand?</li> </ul>
<p><b>Timeliness</b>                      (These types of complaints are all related to the <i>timeliness</i> of our actions related to coverage decisions and appeals)</p>	<p>The process of asking for a coverage decision and making appeals is explained in sections 4-8 of this chapter. If you are asking for a coverage decision or making an appeal, you use that process, not the complaint process.</p> <p>However, if you have already asked us for a coverage decision or made an appeal, and you think that we are not responding quickly enough, you can also make a complaint about our slowness. Here are examples:</p> <ul style="list-style-type: none"> <li>• If you have asked us to give you a “fast coverage decision” or a “fast appeal,” and we have said we will not, you can make a complaint.</li> </ul>

Complaint	Example
	<ul style="list-style-type: none"><li>• If you believe we are not meeting the deadlines for giving you a coverage decision or an answer to an appeal you have made, you can make a complaint.</li><li>• When a coverage decision we made is reviewed and we are told that we must cover or reimburse you for certain medical services, there are deadlines that apply. If you think we are not meeting these deadlines, you can make a complaint.</li><li>• When we do not give you a decision on time, we are required to forward your case to the Independent Review Organization. If we do not do that within the required deadline, you can make a complaint.</li></ul>

**Section 9.2 The formal name for “making a complaint” is “filing a grievance”**

Legal Terms
<ul style="list-style-type: none"><li>• What this section calls a “<b>complaint</b>” is also called a “<b>grievance.</b>”</li><li>• Another term for “<b>making a complaint</b>” is “<b>filing a grievance.</b>”</li><li>• Another way to say “<b>using the process for complaints</b>” is “<b>using the process for filing a grievance.</b>”</li></ul>

**Section 9.3 Step-by-step: Making a complaint**

**Step 1: Contact us promptly – either by phone or in writing.**

- **Usually, calling Customer Service is the first step.** If there is anything else you need to do, Customer Service will let you know. Toll-free at 1-866-340-8654. TTY users call 711 (calls to this number are free). 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
- **If you do not wish to call (or you called and were not satisfied), you can put your complaint in writing and send it to us.** If you put your complaint in writing, we will respond to your complaint in writing.

- If you do this, it means that we will use our formal procedure for answering grievances. Here's how it works:
  - Prepare a written description of why you are dissatisfied and request that we resolve the issue (please include as much detail as possible in your description). You must submit the complaint within 60 days of the event or incident.
  - Mail the complaint to:  
Blue Cross and Blue Shield of Minnesota  
Platinum Blue – Grievances  
P.O. Box 982800  
El Paso, TX 79998-2800
  - We will review your complaint as quickly as your case requires based on your health status, but no later than 30 calendar days after receiving your complaint. We may extend the time frame by up to 14 calendar days if you ask for the extension, or if we justify a need for additional information and the delay is in your best interest.
  - In certain cases, you have the right to ask for a “fast grievance,” meaning that we will answer your complaint within 24 hours. You may only ask for a fast decision if you or your doctor believe that waiting for a standard decision could seriously harm your health or your ability to function. A fast decision can only be requested when your complaint involves health care that you have NOT yet received. You cannot ask for a fast decision for complaints such as asking us to pay for care already received.
  - We will send you a written notice of our decision. If we deny your grievance in whole or in part, our written decision will explain why we denied it, and will tell you about any dispute resolution options that you may have.
- **Whether you call or write, you should contact Customer Service right away.** The complaint must be made within 60 calendar days after you had the problem you want to complain about.
- **If you are making a complaint because we denied your request for a “fast coverage decision” or a “fast appeal,” we will automatically give you a “fast” complaint.** If you have a “fast” complaint, it means we will give you **an answer within 24 hours.**

Legal Terms
What this section calls a “fast complaint” is also called an “expedited grievance.”

**Step 2: We look into your complaint and give you our answer.**

- **If possible, we will answer you right away.** If you call us with a complaint, we may be able to give you an answer on the same phone call. If your health condition requires us to answer quickly, we will do that.

- **Most complaints are answered within 30 calendar days.** If we need more information and the delay is in your best interest or if you ask for more time, we can take up to 14 more calendar days (44 calendar days total) to answer your complaint. If we decide to take extra days, we will tell you in writing.
- **If we do not agree** with some or all of your complaint or don't take responsibility for the problem you are complaining about, we will let you know. Our response will include our reasons for this answer. We must respond whether we agree with the complaint or not.

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#### **Section 9.4 You can also make complaints about quality of care to the Quality Improvement Organization**

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You can make your complaint about the quality of care you received by using the step-by-step process outlined above.

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

- **You can make your complaint to the Quality Improvement Organization.** If you prefer, you can make your complaint about the quality of care you received directly to this organization (*without* making the complaint to us).
  - The Quality Improvement Organization is a group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients.
  - To find the name, address, and phone number of the Quality Improvement Organization for your state, look in Chapter 2, Section 4, of this booklet. If you make a complaint to this organization, we will work with them to resolve your complaint.
- **Or you can make your complaint to both at the same time.** If you wish, you can make your complaint about quality of care to us and also to the Quality Improvement Organization.

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#### **Section 9.5 You can also tell Medicare about your complaint**

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

If you have any other feedback or concerns, or if you feel the plan is not addressing your issue, please call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

# CHAPTER 8

*Ending your membership in the plan*

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

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## SECTION 1 Introduction

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### Section 1.1 This chapter focuses on ending your membership in our plan

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Ending your membership in Platinum Blue 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.
  - You can disenroll from the plan at any time. Section 2 tells you more about *when* you can end your membership in the plan.
  - The process for voluntarily ending your membership varies depending on what type of new coverage you are choosing. Section 3 tells you *how* to end your membership in each situation.
- There are also limited situations where you do not choose to leave, but we are required to end your membership. Section 5 tells you about situations when we must end your membership.

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

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

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### Section 2.1 You can end your membership at any time

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You can disenroll from this plan at any time. You may switch to Original Medicare or, if you have an enrollment period, you may enroll in a Medicare Advantage or another Medicare prescription drug plan. Your membership will usually end on the last day of the month in which we receive your request to change your plan.

### Section 2.2 Where can you get more information about when you can end your membership?

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

- You can **call Customer Service** (phone numbers are printed on the back cover of this booklet).
- You can find the information in the *Medicare & You 2021* Handbook.
  - Everyone with Medicare receives a copy of *Medicare & You* each fall. Those new to Medicare receive it within a month after first signing up.
  - You can also download a copy from the Medicare website ([www.medicare.gov](http://www.medicare.gov)). Or, you can order a printed copy by calling Medicare at the number below.

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

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

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### Section 3.1 To end your membership, you must ask us in writing

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

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

If you would like to switch from our plan to:	This is what you should do:
• Another Medicare health plan	• Enroll in the Medicare health plan between October 15 and December 7  You will automatically be disenrolled from Platinum Blue when your new plan's coverage begins.
• Original Medicare <i>with</i> a separate Medicare prescription drug plan	• <b>Send us a written request to disenroll. Contact Customer Service if you need more information on how to do this (phone numbers are printed on the back cover of this booklet). Then contact the Medicare prescription drug plan that you want to enroll in and ask to be enrolled.</b>  • You can also contact <b>Medicare</b> at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week, and ask to be disenrolled. TTY users should call 1-877-486-2048.  You will be disenrolled from Platinum Blue when your coverage in Original Medicare begins. If you join a Medicare prescription drug plan, that coverage should begin at this time as well.

**If you would like to switch from our plan to:**      **This is what you should do:**

- Original Medicare *without* a separate Medicare prescription drug plan.
- **Send us a written request to disenroll. Contact Customer Service if you need more information on how to do this (phone numbers are printed on the back cover of this booklet).**
- You can also contact **Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week, and ask to be disenrolled. TTY users should call 1-877-486-2048.
- You will be disenrolled from Platinum Blue when your coverage in Original Medicare begins.

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

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### **Section 4.1    Until your membership ends, you are still a member of our plan**

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If you leave Platinum Blue, it may take time before your membership ends and your new Medicare coverage goes into effect. (See Section 2 for information on when your new coverage begins.) During this time, you must continue to get your medical care through our plan.

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

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

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### **Section 5.1    When must we end your membership in the plan?**

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**Platinum Blue must end your membership in the plan if any of the following happen:**

- If you no longer have Medicare Part B. Members must stay continuously enrolled in Medicare Part B.

- If you move out of our service area or you are away from our service area for more than 9 months.
  - If you move or take a long trip, you need to call Customer Service to find out if the place you are moving or traveling to is in our plan's area. (Phone numbers for Customer Service are printed on the back cover of this booklet.)
  - Go to Chapter 4, Section 2.2 for information on getting care when you are away from the service area through our plan's extended absence program.
- If you are not a United States citizen or lawfully present in the United States
- If you intentionally give us incorrect information when you are enrolling in our plan and that information affects your eligibility for our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- If you continuously behave in a way that is disruptive and makes it difficult for us to provide medical care for you and other members of our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- If you let someone else use your membership card to get medical care. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
  - If we end your membership because of this reason, Medicare may have your case investigated by the Inspector General.
- If you do not pay the plan premiums.

### **Where can you get more information?**

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

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

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### **Section 5.2 We cannot ask you to leave our plan for any reason related to your health**

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Platinum Blue is not allowed to ask you to leave our plan for any reason related to your health.

### **What should you do if this happens?**

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

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### **Section 5.3 You have the right to make a complaint if we end your membership in our plan**

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If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our

decision to end your membership. You can also look in Chapter 7, Section 9 for information about how to make a complaint.

# CHAPTER 9

*Legal notices*

**Chapter 9. Legal notices**

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

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

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## **SECTION 2 Notice about non-discrimination**

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Our plan must obey laws that protect you from discrimination or unfair treatment. **We don't discriminate** based on race, ethnicity, national origin, color, religion, sex, gender, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location within the service area. All organizations that provide Medicare health plans, like our plan, must obey Federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, all other laws that apply to organizations that get Federal funding, and any other laws and rules that apply for any other reason.

If you want more information or have concerns about discrimination or unfair treatment, please call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 (TTY 1-800-537-7697) or your local Office for Civil Rights.

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

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## **SECTION 3 Notice about Medicare Secondary Payer subrogation rights**

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We have the right and responsibility to collect for covered Medicare services for which Medicare is not the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, Platinum Blue, as a Medicare cost plan sponsor, will exercise the same rights of recovery that the Secretary exercises under CMS regulations in subparts B through D of part 411 of 42 CFR and the rules established in this section supersede any State laws.

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## **SECTION 4 Notice of nondiscrimination and grievance procedures**

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## **NOTICE OF NONDISCRIMINATION PRACTICES**

***Effective July 18, 2016***

Blue Cross and Blue Shield of Minnesota and Blue Plus (Blue Cross) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or gender. Blue Cross does not exclude people or treat them differently because of race, color, national origin, age, disability, or gender.

Blue Cross provides resources to access information in alternative formats and languages:

- Auxiliary aids and services, such as qualified interpreters and written information available in other formats, are available free of charge to people with disabilities to assist in communicating with us.
- Language services, such as qualified interpreters and information written in other languages, are available free of charge to people whose primary language is not English.

If you need these services, contact us at 1-800-382-2000 or by using the telephone number on the back of your member identification card. TTY users call 711.

If you believe that Blue Cross has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or gender, you can file a grievance with the Nondiscrimination Civil Rights Coordinator

- by email at: [Civil.Rights.Coord@bluecrossmn.com](mailto:Civil.Rights.Coord@bluecrossmn.com)
- by mail at: Nondiscrimination Civil Rights Coordinator  
Blue Cross and Blue Shield of Minnesota and Blue Plus  
M495  
PO Box 64560  
Eagan, MN 55164-0560
- or by phone at: 1-800-509-5312

Grievance forms are available by contacting us at the contacts listed above, by calling 1-800-382-2000 or by using the telephone number on the back of your member identification card. TTY users call 711. If you need help filing a grievance, assistance is available by contacting us at the numbers listed above.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights

- electronically through the Office for Civil Rights Complaint Portal, available at: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>
- by phone at:  
1-800-368-1019 or 1-800-537-7697 (TDD)
- or by mail at:  
U.S. Department of Health and Human Services  
200 Independence Avenue SW  
Room 509F  
HHH Building  
Washington, DC 20201

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

This information is available in other languages. Free language assistance services are available by calling the toll free number below. For TTY, call 711.

Si habla español, tiene a su disposición servicios gratuitos de asistencia con el idioma. Llame al 1-855-903-2583. Para TTY, llame al 711.

Yog tias koj hais lus Hmoob, muaj kev pab txhais lus pub dawb rau koj. Hu rau 1-800-793-6931. Rau TTY, hu rau 711.

Haddii aad ku hadasho Soomaali, adigu waxaad heli kartaa caawimo luqad lacag la'aan ah. Wac 1-866-251-6736. Markay tahay dad maqalku ku adag yahay (TTY), wac 711.

နမ့်ကတိကညိကျိန်ဒီး, တၢ်ကဟ့ၣ်နၢကျိၣ်တၢ်မၤစၢၤကလိတဖၣ်န့ၣ်လီၤ. ကိး 1-866-251-6744 လၢ TTY  
အဂီၢ်, ကိး 711 တက့ၢ်.

إذا كنت تتحدث العربية، تتوفر لك خدمات المساعدة اللغوية المجانية. اتصل بالرقم 1-866-569-9123. للهاتف النصي  
اتصل بالرقم 711.

Nếu quý vị nói Tiếng Việt, có sẵn các dịch vụ hỗ trợ ngôn ngữ miễn phí cho quý vị. Gọi số 1-855-315-4015. Người dùng TTY xin gọi 711.

Afaan Oromoo dubbattu yoo ta'e, tajaajila gargaarsa afaan hiikuu kaffaltii malee. Argachuuf 1-855-315-4016 bilbilaa. TTY dhaaf, 711 bilbilaa.

如果您說中文，我們可以為您提供免費的語言協助服務。請撥打 1-855-315-4017。聽語障專 (TTY)，請撥打 711。

Если Вы говорите по-русски, Вы можете воспользоваться бесплатными услугами переводчика. Звоните 1-855-315-4028. Для использования телефонного аппарата с текстовым выходом звоните 711.

Si vous parlez français, des services d'assistance linguistique sont disponibles gratuitement. Appelez le +1-855-315-4029. Pour les personnes malentendantes, appelez le 711.

ಹೃದಯ ಸಹಾಯಕ ಸೇವೆಗಳನ್ನು ಬಳಸಲು, ದಯವಿಟ್ಟು 1-855-315-4030 ನಂಟರ್‌ನಲ್ಲಿ TTY ನಲ್ಲಿ 711 ನ್ನು

한국어를 사용하시는 경우, 무료 언어 지원 서비스가 제공됩니다. 1-855-904-2583 으로 전화하십시오. TTY 사용자는 711 로 전화하십시오.

ຖ້າເຈົ້າເວົ້າພາສາລາວໄດ້, ມີການບໍລິການຊ່ວຍເຫຼືອພາສາໃ້ເຈົ້າພຣີ. ໃຫ້ໂທຫາ 1-866-356-2423 ສໍາລັບ. TTY, ໃຫ້ໂທຫາ 711.

Kung nagsasalita kayo ng Tagalog, mayroon kayong magagamit na libreng tulong na mga serbisyo sa wika. Tumawag sa 1-866-537-7720. Para sa TTY, tumawag sa 711.

Wenn Sie Deutsch sprechen, steht Ihnen fremdsprachliche Unterstützung zur Verfügung. Wählen Sie 1-866-289-7402. Für TTY wählen Sie 711.

ប្រសិនបើអ្នកនិយាយភាសាខ្មែរមិន អ្នកអាចរកបានសេវាជំនួយភាសាឥតគិតថ្លៃ។ ទូរស័ព្ទមកលេខ 1-855-906-2583។ សម្រាប់ TTY សូមទូរស័ព្ទមកលេខ 711។

Diné k'ehjí yáníłt'i'go saad bee yát'i' éí t'áájíík'e bee níká'a'doowołgo éí ná'ahoot'i'. Kojí éí béesh bee hodíílnih 1-855-902-2583. TTY biniiyégo éí 711 jí' béesh bee hodíílnih.

# CHAPTER 10

*Definitions of important words*

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

**Ambulatory Surgical Center** – An Ambulatory Surgical Center is an entity that operates exclusively for the purpose of furnishing outpatient surgical services to patients not requiring hospitalization and whose expected stay in the center does not exceed 24 hours.

**Annual Enrollment Period** – A set time each fall when members can change their health or drug plans. The Annual Enrollment Period is from October 15 until December 7. (As a member of a Medicare Cost Plan, you can switch to Original Medicare at any time. But you can only join a new Medicare health or drug plan during certain times of the year, such as the Annual Enrollment Period.)

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

**Balance Billing** – When a provider (such as a doctor or hospital) bills a patient more than the plan's allowed cost sharing amount. As a member of Platinum Blue, 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 measures your use of hospital and skilled nursing facility (SNF) services. A benefit period begins the day you go into a hospital or skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care (or skilled care in a SNF) for 60 days in a row. If you go into a hospital or a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.

**Blue Cross** - Blue Cross and Blue Shield of Minnesota; an independent licensee of the Blue Cross and Blue Shield Association.

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

**Coinsurance** – An amount you may be required to pay as your share of the cost for services after you pay any deductibles. Coinsurance is usually a percentage (for example, 20%).

**Complaint** – The formal name for "making a complaint" is "filing a grievance." The complaint process is used for certain types of problems *only*. This includes problems related to quality of care, waiting times, and the customer service you receive. See also "Grievance," in this list of definitions.

**Comprehensive Outpatient Rehabilitation Facility (CORF)** – A facility that mainly provides rehabilitation services after an illness or injury, and provides a variety of services including

physical therapy, social or psychological services, respiratory therapy, occupational therapy and speech-language pathology services, and home environment evaluation services.

**Copayment (or “copay”)** – An amount you may be required to pay as your share of the cost for a medical service or supply, like a doctor’s visit, hospital outpatient visit, or a prescription. A copayment is a set amount, rather than a percentage. For example, you might pay \$10 or \$20 for a doctor’s visit.

**Cost Sharing** – Cost sharing refers to amounts that a member has to pay when services are received. (This is in addition to the plan’s monthly premium.) Cost sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services are covered; (2) any fixed “copayment” amount that a plan requires when a specific service is received; or (3) any “coinsurance” amount, a percentage of the total amount paid for a service, that a plan requires when the service or drug is received.

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

**Creditable Prescription Drug Coverage** – Prescription drug coverage (for example, from an employer or union) that is expected to pay, on average, at least as much as Medicare’s standard prescription drug coverage. People who have this kind of coverage when they become eligible for Medicare can generally keep that coverage without paying a penalty, if they decide to enroll in Medicare prescription drug coverage later.

**Custodial Care** – Custodial care is personal care provided in a nursing home, hospice, or other facility setting when you do not need skilled medical care or skilled nursing care. Custodial care is personal care that can be provided by people who don’t have professional skills or training, such as help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving around, and using the bathroom. It may also include the kind of health-related care that most people do themselves, like using eye drops. Medicare doesn’t pay for custodial care.

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

**Deductible** – The amount you must pay for health care before our plan begins to pay.

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

**Durable Medical Equipment (DME)** – Certain medical equipment that is ordered by your doctor for medical reasons. Examples include walkers, wheelchairs, crutches, powered mattress systems, diabetic supplies, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, or hospital beds ordered by a provider for use in the home.

**Emergency** – A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require

immediate medical attention to prevent loss of life, loss of a limb, or loss of function of a limb. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse.

**Emergency Care** – Covered services that are: 1) rendered by a provider qualified to furnish emergency services; and 2) needed to treat, evaluate, or stabilize an emergency medical condition.

**Evidence of Coverage (EOC) and Disclosure Information** – This document, along with your enrollment form and any other attachments, riders, or other optional coverage selected, which explains your coverage, what we must do, your rights, and what you have to do as a member of our plan.

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

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

**Hospice** – A member who has 6 months or less to live has the right to elect hospice. We, your plan, must provide you with a list of hospices in your geographic area. If you elect hospice and continue to pay your premiums, you are still a member of our plan. You can still obtain all medically necessary services as well as the supplemental benefits we offer. The hospice will provide special treatment for your state.

**Hospital Inpatient Stay** – A hospital stay when you have been formally admitted to the hospital for skilled medical services. Even if you stay in the hospital overnight, you might still be considered an “outpatient.”

**Income Related Monthly Adjustment Amount (IRMAA)** – If your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount, also known as IRMAA. IRMAA is an extra charge added to your premium. Less than 5% of people with Medicare are affected, so most people will not pay a higher premium.

**Initial Enrollment Period** – When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. For example, if you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the 7-month period that begins 3 months before the month you turn 65, includes the month you turn 65, and ends 3 months after the month you turn 65.

**Lifetime reserve days**—In Original Medicare, these are additional days that Medicare will pay for when you're in a hospital for more than 90 days. You have a total of 60 reserve days that can

be used during your lifetime. For each lifetime reserve day, Medicare pays all covered costs except for a daily coinsurance.

**Long-Term Care Hospital (LTCH)** - Long-term care hospitals (LTCHs) are certified as acute-care hospitals, but LTCHs focus on patients who, on average, stay more than 25 days. Many of the patients in LTCHs are transferred there from an intensive or critical care unit. LTCHs specialize in treating patients who may have more than one serious condition, but who may improve with time and care, and return home. LTCHs typically give services like comprehensive rehabilitation, respiratory therapy, head trauma treatment, and pain management.

**Maximum Out-of-Pocket Amount** - The most that you pay out-of-pocket during the calendar year for covered Part A and Part B services. Amounts you pay for your plan premiums, Medicare Part A and Part B premiums, and prescription drugs do not count toward the maximum out-of-pocket amount. See Chapter 4 Section 1.2 for information about your maximum out-of-pocket amount.

**Medicaid (or Medical Assistance)** – A joint Federal and state program that helps with medical costs for some people with low incomes and limited resources. Medicaid programs vary from state to state, but most health care costs are covered if you qualify for both Medicare and Medicaid. See Chapter 2, Section 6 for information about how to contact Medicaid in your state.

**Medically Accepted Indication** – A use of a drug that is either approved by the Food and Drug Administration or supported by certain reference books.

**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. For purposes of mental health care services, the following medically necessary definition applies: Health care services appropriate in terms of type, frequency, level, setting, and duration to the individual's diagnosis or condition, diagnostic testing and preventive services. Medically necessary care must:

- A. be consistent with generally accepted practice parameters as determined by health care providers in the same or similar general specialty as typically manages the conditions, procedures, or treatment at issue; and
- B. help restore or maintain the individual's health; or
- C. prevent deterioration of the individual's condition; or
- D. prevent the reasonable likely onset of a health problem or detect an incipient problem.

**Medicare** – The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant). People with Medicare can get their Medicare health coverage through Original Medicare, a Medicare Cost Plan, or a Medicare Advantage Plan.

**Medicare Advantage (MA) Plan** – Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage Plan can be an HMO, PPO, a Private Fee-for-Service (PFFS) plan, or a Medicare Medical Savings Account (MSA) plan. If you are enrolled in a Medicare Advantage Plan, Medicare services are covered through the plan, and are not paid for under Original Medicare. In most cases, Medicare Advantage Plans also offer Medicare Part D (prescription drug coverage). These plans are called **Medicare Advantage Plans with Prescription Drug Coverage**. Everyone who has Medicare Part A and Part B is eligible to join any Medicare Advantage health plan that is offered in their area.

**Medicare Cost Plan** - A Medicare Cost Plan is a plan operated by a Health Maintenance Organization (HMO) or Competitive Medical Plan (CMP) in accordance with a cost-reimbursed contract under section 1876(h) of the Act.

**Medicare-Covered Services** – Services covered by Medicare Part A and Part B. All Medicare health plans, including our plan, must cover all of the services that are covered by Medicare Part A and B. (For members who have only Medicare Part B, the plan covers only Part B services.)

**Medicare Health Plan** – A Medicare health plan is offered by a private company that contracts with Medicare to provide Part A and Part B benefits to people with Medicare who enroll in the plan. This term includes all Medicare Advantage Plans, Medicare Cost Plans, Demonstration/Pilot Programs, and Programs of All-inclusive Care for the Elderly (PACE).

**Medicare Prescription Drug Coverage (Medicare Part D)** – Insurance to help pay for outpatient prescription drugs, vaccines, biologicals, and some supplies not covered by Medicare Part A or Part B.

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

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

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

**Organization Determination** – The Cost plan has made an organization determination when it makes a decision about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called “coverage decisions” in this booklet. Chapter 7 explains how to ask us for a coverage decision.

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

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

**Out-of-Pocket Costs** – See the definition for “cost sharing” above. A member’s cost sharing requirement to pay for a portion of services received is also referred to as the member’s “out-of-pocket” cost requirement.

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

**Part D** – The voluntary Medicare Prescription Drug Benefit Program. (For ease of reference, we will refer to the prescription drug benefit program as Part D.)

**Preferred Provider Organization (PPO) Plan** – A Preferred Provider Organization plan is a Medicare Advantage Plan that has a network of contracted providers that have agreed to treat plan members for a specified payment amount. A PPO plan must cover all plan benefits whether they are received from network or out-of-network providers. Member cost sharing will generally be higher when plan benefits are received from out-of-network providers. PPO plans have an annual limit on your out-of-pocket costs for services received from network (preferred) providers and a higher limit on your total combined out-of-pocket costs for services from both network (preferred) and out-of-network (non-preferred) providers.

**Premium** – The periodic payment to Medicare, an insurance company, or a health care plan for health or prescription drug coverage.

**Primary Care Provider** - “Primary care provider” means a health care professional who specializes in the practice of family medicine, general internal medicine, obstetrics and gynecology, or general pediatrics and is a licensed physician, a licensed and certified advanced practice registered nurse, or a licensed physician assistant.

**Prior Authorization** – Approval in advance to get services or certain drugs that may or may not be on our formulary. For Medicare Cost Plans, some in-network medical services are covered only if your doctor or other network provider gets “prior authorization” from our plan. In a Medicare Cost Plan, you need prior authorization to obtain out-of-network services. Covered services that need prior authorization are marked in the Benefits Chart in Chapter 4. Some drugs are covered only if your doctor or other network provider gets “prior authorization” from us.

**Prosthetics and Orthotics** – These are medical devices ordered by your doctor or other health care provider. Covered items include, but are not limited to, arm, back and neck braces; artificial limbs; artificial eyes; and devices needed to replace an internal body part or function, including ostomy supplies and enteral and parenteral nutrition therapy.

**Quality Improvement Organization (QIO)** – A group of practicing doctors and other health care experts paid by the Federal government to check and improve the care given to Medicare patients. See Chapter 2, Section 4 for information about how to contact the QIO for your state.

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

**Service Area** – A geographic area where a health plan accepts members if it limits membership based on where people live. For plans that limit which doctors and hospitals you may use, it's also generally the area where you can get routine (non-emergency) services. The plan may disenroll you if you permanently move out of the plan's service area.

**Skilled Nursing Facility (SNF) Care** – Skilled nursing care and rehabilitation services provided on a continuous, daily basis, in a skilled nursing facility. Examples of skilled nursing facility care include physical therapy or intravenous injections that can only be given by a registered nurse or doctor.

**Special Enrollment Period** – A set time when members can change their health or drug plan or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you move outside the service area, if you move into a nursing home, or if we violate our contract with you.

**Special Needs Plan** – A special type of Medicare Advantage Plan that provides more focused health care for specific groups of people, such as those who have both Medicare and Medicaid, who reside in a nursing home, or who have certain chronic medical conditions.

**Supplemental Security Income (SSI)** – A monthly benefit paid by Social Security to people with limited income and resources who are disabled, blind, or age 65 and older. SSI benefits are not the same as Social Security benefits.

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

## Acceptance of the Contract

IN WITNESS WHEREOF, our President and Senior Vice President, Chief Financial Officer hereby sign your contract.

A handwritten signature in black ink, appearing to read "Craig E. Samitt". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Craig E. Samitt  
President and CEO

A handwritten signature in black ink, appearing to read "Jay S. Matushak". The signature is cursive and somewhat stylized.

Jay S. Matushak  
Senior Vice President, Chief Financial Officer

## Senior LinkAge Line®

<b>Method</b>	<b>Senior LinkAge Line® (Minnesota's SHIP) – Contact Information</b>
<b>CALL</b>	1-800-333-2433
<b>TTY</b>	Minnesota Relay Service: 1-800-627-3529  This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
<b>WRITE</b>	Email: <a href="mailto:senior.linkage@state.mn.us">senior.linkage@state.mn.us</a>
<b>WEBSITE</b>	<a href="http://www.mnaging.org/advisor/SLL.htm">www.mnaging.org/advisor/SLL.htm</a>

## Platinum Blue Customer Service

Method	Customer Service – Contact Information
<b>CALL</b>	Toll-free 1-866-340-8654 Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year. Customer Service also has free language interpreter services available for non-English speakers.
<b>TTY</b>	711 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Hours of operation: 8:00 a.m. to 8:00 p.m. CT. We are available seven days a week October 1 through March 31 and available Monday through Friday the rest of the year.
<b>FAX</b>	(651) 662-7364
<b>WRITE</b>	Blue Cross and Blue Shield of Minnesota Platinum Blue P.O. Box 64560 St. Paul, MN 55164-0560
<b>WEBSITE</b>	<a href="http://bluecrossmn.com">bluecrossmn.com</a>

## Minnesota Department of Commerce

Method	Minnesota Department of Commerce
<b>CALL</b>	(651) 539-1500 (Local) 1-800-657-3602 (Greater MN only)
<b>WRITE</b>	Minnesota Department of Commerce Attn: Consumer Services Center 85 7th Place East, Suite 280 St. Paul, MN 55101  <b>For On-line complaints:</b> <a href="http://mn.gov/commerce/consumers/file-a-complaint/complaints/">mn.gov/commerce/consumers/file-a-complaint/complaints/</a>
<b>WEBSITE</b>	<a href="http://mn.gov/commerce/about/contact/">mn.gov/commerce/about/contact/</a>

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