



BCN AdvantageSM HMO-POS **UAW Trust**

Evidence of Coverage for 2026

Your Medicare Health Benefits and Services as a Member of BCN Advantage HMO-POS

This document gives you the details about your Medicare health coverage from January 1 – December 31, 2026. **This is an important legal document. Keep it in a safe place.**

For questions about this document, please contact Customer Service at 1-800-222-5992. (TTY users should call 711.) Hours are 8 a.m. to 5:30 p.m. Eastern time, Monday through Friday. This call is free.

This plan, BCN Advantage, is offered by Blue Cross Blue Shield of Michigan. (When this *Evidence of Coverage* says "we," "us," or "our," it means Blue Cross Blue Shield of Michigan. When it says "plan" or "our plan," it means BCN Advantage.)

Our provider network may change at any time. You'll get notice about any changes that may affect you at least 30 days in advance.

This information is available for free in alternate formats, including large print, CD, and audio.

Benefits, deductibles, and/or copayments may change on January 1, 2027.

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

- Our medical benefits
- How to file a complaint if you're not satisfied with a service or treatment
- How to contact us
- Other protections required by Medicare law



Discrimination is against the law

Blue Cross Blue Shield of Michigan, Blue Care Network and our vendors comply with Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex (including sex characteristics, intersex traits; pregnancy or related conditions; sexual orientation; gender identity, and sex stereotypes). Blue Cross Blue Shield of Michigan, Blue Care Network and our vendors do not exclude people or treat them less favorably because of race, color, national origin, age, disability, or sex. Blue Cross Blue Shield of Michigan, Blue Care Network and our vendors:

- Provide people with disabilities reasonable modifications and free appropriate auxiliary aids and services to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats).
- Provide free language services to people whose primary language is not English, which may include:
 - Qualified interpreters
 - o Information written in other languages.

If you need reasonable modifications, appropriate auxiliary aids and services, or language assistance services, call the Customer Service number on the back of your card. If you aren't already a member, call 1-877-469-2583 or, if you're 65 or older, call 1-888-563-3307, TTY: 711.

Here's how you can file a civil rights complaint

If you believe that Blue Cross Blue Shield of Michigan, Blue Care Network or our vendors have failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, by mail, fax, or email with:

Office of Civil Rights Coordinator 600 E. Lafayette Blvd., MC 1302 Detroit. MI 48226

DUI 1 1000 005 0404 T

Phone: 1-888-605-6461, TTY: 711

Fax: 1-866-559-0578

Email: CivilRights@bcbsm.com

If you need help filing a grievance, the Office of Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health & Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal website at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf, or by mail, phone, or email at:

U.S. Department of Health & Human Services 200 Independence Ave, SW, Room 509F, HHH Building Washington, D.C. 20201

Phone: 1-800-368-1019, TDD: 1-800-537-7697

Email: OCRComplaint@hhs.gov

Complaint forms are available on the U.S. Department of Health & Human Services Office for Civil Rights website at http://www.hhs.gov/ocr/office/file/index.html.

This notice is available at Blue Cross Blue Shield of Michigan and Blue Care Network's website: https://www.bcbsm.com/important-information/policies-practices/nondiscrimination-notice/.

Notice of Availability

English: Call 1-800-222-5992 to connect with a complimentary interpreter who speaks English or to receive additional support you may need.

Spanish: Llame al 1-800-222-5992 para conectarse de forma gratuita con un intérprete que hable español o para recibir apoyo adicional que pueda necesitar.

Arabic: اتصل على 5992-222-1800 للتواصل مع مترجم مجانى يتحدث اللغة العربية أو لتلقى المزيد من الدعم الذي قد تحتاجه.

Chinese Mandarin: 拨打**1-800-222-5992**联系一位会说普通话的免费翻译,或获取您可能需要的其他支持。

Albanian: Telefononi në numrin 1-800-222-5992 për t'u lidhur me një interpret pa pagesë që flet shqip ose për të marrë mbështetje shtesë që mund t'ju nevojitet.

German: Rufen Sie 1-800-222-5992 an, um einen kostenlosen Dolmetscher zu finden, der Deutsch spricht, oder um weitere Unterstützung zu erhalten.

Amharic: አማርኛ ከሚና*ገ*ር ነጻ ተርጓሚ *ጋ*ር ለመ*ገ*ናኘት ወይም ሊያስፈልፃዎ የሚችል ተጨማሪ ድ*ጋ*ፍ ለማፃኘት 1-800-222-5992 ላይ ይደውሉ።

Bengali: বিনামূল্যে বাংলা ভাষায় কথা বলতে পারেন এমন একজন সহায়ক দোভাষীর সাথে যোগাযোগ করতে অথবা আপনার প্রয়োজনীয় অতিরিক্ত সহায়তা পেতে 1-800-222-5992 নম্বরে কল করুন।

French: Appelez le 1-800-222-5992 pour entrer en contact avec un interprète gratuit qui parle français ou pour bénéficier d'un soutien supplémentaire dont vous pourriez avoir besoin.

Hindi: किसी ऐसे मानार्थ (कंप्लीमेंटरी) दुभाषिए से संपर्क करने के लिए जो हिंदी बोलता हो या ऐसी अतिरिक्त सहायता प्राप्त करने के लिए जिसकी आपको आवश्यकता हो सकती है, 1-800-222-5992 पर कॉल करें।

Korean: 한국어 무료 통역사와 연결하시거나 필요한 추가 지원을 받으시려면 1-800-222-5992로 전화해 주십시오.

Polish: Zadzwoń pod numer 1-800-222-5992, aby połączyć się z nieodpłatnym tłumaczem posługującym się językiem polskim lub aby – w razie potrzeby – uzyskać dodatkową pomoc.

Telugu: తెలుగు మాట్లాడే ఉచిత ఇంటర్[పెటీటర్తో కనెక్ట్ కావడానికి లేదా మీకు అవసరం కాగల అదనపు మధ్ధతును పొందడానికి 1-800-222-5992 కు కాల్ చేయండి.

Vietnamese: Xin gọi 1-800-222-5992 để kết nối với một thông dịch viên tiếng Việt miễn phí hoặc để được hỗ trợ thêm nếu quý vị cần.

Pennsylvania Dutch: Call 1-800-222-5992 fer schwetze mit en Interpreter as Deitsch schwetzt odder fer ennichi Hilf griege as du brauchscht. Des zellt dich nix koschde.

Tagalog: Tumawag sa 1-800-222-5992 upang kumonekta sa isang walang bayad na interpreter na nagsasalita ng Tagalog o upang makatanggap ng karagdagang suporta na maaaring kailanganin mo.

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CHAPTER 1: Get started as a member

SECTION 1 You're a member of BCN Advantage

Section 1.1 You're enrolled in BCN Advantage, which is a Medicare HMO Pointof-Service plan

You're covered by Medicare, and you chose to get your Medicare health coverage through our plan, BCN Advantage. Our plan covers all Part A and Part B services. However, cost sharing and provider access in this plan are different from Original Medicare.

BCN Advantage is a Medicare Advantage HMO Plan (HMO stands for Health Maintenance Organization) with a Point-of-Service (POS) option approved by Medicare and run by a private company. Point-of-Service means you can use providers outside our plan's network with prior authorization at no additional cost. (Go to Chapter 3, Section 2.3 for information about using the Point-of-Service option.) **BCN Advantage** *doesn't* include Part D prescription drug coverage.

Section 1.2 Legal information about the *Evidence of Coverage*

This *Evidence of Coverage* is part of our contract with you about how BCN Advantage covers your care. Other parts of this contract include any notices you get from us about changes to your coverage or conditions that affect your coverage. These notices are sometimes called *riders* or *amendments*.

The contract is in effect for the months in which you're enrolled in BCN Advantage.

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

SECTION 2 Plan eligibility requirements

Section 2.1 Eligibility requirements

You're eligible for membership in our plan as long as:

- You are a UAW Retiree Medical Benefits Trust member
- You have both Medicare Part A and Medicare Part B

- You live in our geographic service area (described in Section 2.2). People who are
 incarcerated aren't considered to be living in the geographic service area, even if
 they're physically located in it
- You're a United States citizen or lawfully present in the United States.

Section 2.2 Plan service area for BCN Advantage

BCN Advantage is only available to people who live in our plan service area. To stay a member of our plan, you must continue to live in our plan service area. The service area is described below.

Our service area includes these counties in Michigan:

Alcona	Ingham	Oakland
Allegan	Ionia	Oceana
Alpena	losco	Ogemaw
Antrim	Isabella	Osceola
Arenac	Jackson	Oscoda
Barry	Kalamazoo	Otsego
Bay	Kalkaska	Ottawa
Benzie	Kent	Presque Isle
Branch	Lake	Roscommon
Calhoun	Lapeer	Saginaw
Charlevoix	Livingston	Sanilac
Cheboygan	Luce	Schoolcraft
Clare	Mackinaw	Shiawassee
Clinton	Macomb	St. Clair
Crawford	Manistee	St. Joseph*
Eaton	Mason	Tuscola
Emmet	Mecosta	Van Buren
Genesee	Midland	Washtenaw
Gladwin	Missaukee	Wayne
Grand Traverse	Monroe	Wexford
Gratiot	Montcalm	
Hillsdale	Montmorency	
Huron	Muskegon	
Leelanau	Newaygo	

^{*} St. Joseph ZIP codes served include 49011, 49030, 49052, 49072, 49093, 49097

If you move out of our plan's service area, you can't stay a member of this plan. Call **Retiree Health Care Connect** at 1-866-637-7555, Monday through Friday 8:30 am to 4:30 pm Eastern time (TTY users, call 711).

If you move or change your mailing address, it's also important to call Social Security. Call Social Security at 1-800-772-1213 (TTY users call 1-800-325-0778).

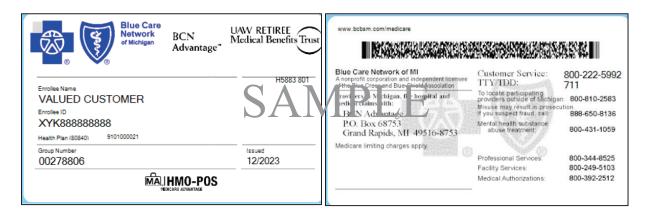
Section 2.3 U.S. citizen or lawful presence

You must be a U.S. citizen or lawfully present in the United States to be a member of a Medicare health plan. Medicare (the Centers for Medicare & Medicaid Services) will notify BCN Advantage if you're not eligible to stay a member of our plan on this basis. BCN Advantage must disenroll you if you don't meet this requirement.

SECTION 3 Important membership material

Section 3.1 Our plan membership card

Use your membership card whenever you get services covered by our plan. You should also show the provider your Medicaid card, if you have one. Sample membership card:



DON'T use your red, white, and blue Medicare card for covered medical services while you're a member of this plan. If you use your Medicare card instead of your BCN Advantage membership card, you may have to pay the full cost of medical services yourself. Keep your Medicare card in a safe place. You may be asked to show it if you need hospital services, hospice services, or participate in Medicare-approved clinical research studies (also called clinical trials).

If our plan membership card is damaged, lost, or stolen, call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time, right away and we'll send you a new card.

Section 3.2 Provider Directory

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

You must use network providers to get your medical care and services. If you go elsewhere without proper authorization, you'll have to pay in full. The only exceptions are emergencies, urgently needed services when the network isn't available (that is, situations where it's unreasonable or not possible to get services in-network), out-of-area dialysis services, and cases when BCN Advantage authorizes use of out-of-network providers.

If you need care when you're traveling outside of Michigan, but within the United States and its territories, you can access the Point-of-Service (POS) benefit offered through the nationwide network of Blue Care Providers via the Blue Cross and Blue Shield Association. BCN Advantage members traveling outside the U.S. and its territories can get urgent or emergency care through Blue Cross Blue Shield Global Core™. They can go to www.bcbsglobalcore.com to find doctors and hospitals that participate with Blue Cross. Services, including dialysis services, in U.S. territories are only covered if you go to a Medicare-approved provider. The U.S. includes the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.

Get the most recent list of providers and suppliers on our website at **www.bcbsm.com/uawtrust**.

If you don't have your copy of the *Provider Directory*, you can request a copy (electronically or in hardcopy form) from Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time. Requested paper *Provider Directories* will be mailed to you within 3 business days.

SECTION 4 Summary of important costs

	Your Costs in 2026
Monthly plan premium	\$0
	\$250 individual
Deductible	\$500 family
	Protected members \$0
Maximum out-of-pocket amount	
This is the most you'll pay out-of-pocket for covered Part A and Part B services (Go to Chapter 4 Section 1 for details).	\$1,000
Primary care office visits	\$15
Specialist office visits	\$25
Specialist office visits	Protected members \$15
Inpatient hospital stays	\$0

Section 4.1 Plan Premium

You don't pay a separate monthly plan premium for BCN Advantage. Your coverage is provided through a contract with the UAW Retiree Medical Benefits Trust.

Medicare Part B premiums differ for people with different incomes. If you have questions about these premiums, check your copy of *Medicare & You 2026* handbook in the section called *2026 Medicare Costs*. Download a copy from the Medicare website (www.medicare.gov/medicare-and-you) or order a printed copy by phone at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048.

Section 4.2 Monthly Medicare Part B Premium

You must continue to pay your Medicare Part B premium to stay a member of our plan. You may also pay a premium for Part A, if you aren't eligible for premium-free Part A.

SECTION 5 More information about your monthly plan premium

Section 5.1 Our monthly plan premium won't change during the year

You don't pay a separate monthly plan premium for BCN Advantage. Your coverage is provided through a contract with the UAW Retiree Medical Benefits Trust.

SECTION 6 Keep our plan membership record up to date

The doctors, hospitals, and other providers in our plan's network **use your membership information to know what services are covered and your cost-sharing amounts**. Because of this, it's very important to help us keep your information up to date. A network is a group of providers that are under contract or arrangement with our organization to deliver the benefit package approved by CMS.

If you have any of these changes, please contact Retiree Health Care Connect:

• Changes to your name, your address, or your phone number.

Contact Retiree Health Care Connect at 1-866-637-7555, Monday through Friday 8:30 am to 4:30 pm Eastern time.

If you have any of these changes, let us know:

- Changes in any other health coverage you have (such as from your spouse or domestic partner's employer, or Medicaid).
- Any liability claims, such as claims from an automobile accident.
- You're admitted to a nursing home.
- Get care in an out-of-area or out-of-network hospital or emergency room.
- If you participate in a clinical research study. (**Note:** You're not required to tell our plan about clinical research studies you intend to participate in, but we encourage you to do so)

If any of this information changes, let us know by calling Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time.

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

SECTION 7 How other insurance works with our plan

Medicare requires us to collect information about any other medical coverage you have so we can coordinate any other coverage with your benefits under our plan. This is called **Coordination of Benefits**.

Once each year, we'll send you a letter that lists any other medical coverage we know about. Read this information carefully. If it's correct, you don't need to do anything. If the information isn't correct, or if you have other coverage that's not listed, call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time. You may need to give our plan member ID number to your other insurers (once you confirm their identity) so your bills are paid correctly and on time.

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

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

- As a member of the UAW Retiree Medical Benefits Trust, Medicare Advantage 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) are 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 has more than 100 employees.
 - If you're over 65 and you (or your spouse or domestic partner) are 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 has more than 20 employees.
- If you have Medicare because of ESRD, your group health plan will be the primary payer.

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

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

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

CHAPTER 2: Phone numbers and resources

SECTION 1 BCN Advantage contacts

For help with claims, billing, or member card questions, call or write to BCN Advantage Customer Service. We'll be happy to help you.

Customer Service – Contact Information	
Call	1-800-222-5992
	Calls to this number are free 8 am to 5:30 pm Eastern time, Monday through Friday.
	Certain services are available 24/7 through our automated telephone response system.
	Customer Service also has free language interpreter services available for non-English speakers.
ТТҮ	711. Calls to this number are free.
	Available from 8:00 am to 5:30 pm Monday through Friday, Eastern time.
Write	BCN Advantage
	P.O. Box 441936
	Mail Code A02B
	Detroit, MI 48244
Website	www.bcbsm.com/uawtrust

How to ask for a coverage decision or appeal about your medical care

A coverage decision is a decision we make about your benefits and coverage or about the amount we pay for your medical services. An appeal is a formal way of asking us to review and change a coverage decision. For more information on how to ask for coverage decisions or appeals about your medical care, see Chapter 7.

Coverage Decision	s or Appeals for Medical Care – Contact Information
Call	1-800-222-5992 Calls to this number are free. 8 am to 5:30 pm Monday through Friday, Eastern time.
	Certain services are available 24/7 through our automated telephone response system.
TTY	711. Calls to this number are free.
	Available from 8:00 am to 5:30 pm Monday through Friday, Eastern time.
Write	Blue Care Network Utilization Management
	Mail Code 0520
	600 E. Lafayette Blvd.
	Detroit, MI 48226-2998
Website	www.bcbsm.com/complaintsmedicare

Appeals for Medic	al Care – Contact Information
Call	1-800-450-3680
	Calls to this number are free. 8 am to 5:30 pm Monday through Friday, Eastern time, with weekend hours October 1 through March 31.
	Certain services are available 24/7 through our automated telephone response system.
TTY	711. Calls to this number are free.
	Available from 8:00 am to 5:30 pm Monday through Friday, Eastern time.
FAX	1-866-522-7345
Write	BCN Advantage Appeals & Grievances Unit
	PO Box 44200
	Detroit, MI 48244
	Mail code A01C
Website	www.bcbsm.com/complaintsmedicare

How to make 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 doesn't involve coverage or payment disputes. For more information on how to make a complaint about your medical care, see Chapter 7 (What to do if you have a problem or complaint (coverage decisions, appeals, complaints)).

Complaints about Medical Care – Contact Information	
Call	1-800-222-5992
	Calls to this number are free. Available from 8:00 am to 5:30 pm Monday through Friday, Eastern time.
	Certain services are available 24/7 through our automated telephone response system.
ТТҮ	711. Calls to this number are free.
	Available from 8:00 am to 5:30 pm Monday through Friday, Eastern time.
FAX	1-866-522-7345
Write	BCN Advantage Care Management Unit
	Mail Code A01C
	PO Box 44200
	Detroit 48244-0191
Website	www.medicare.gov/MedicareComplaintForm/home.aspx

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

If you got a bill or paid for services (like a provider bill) you think we should pay for, you may need to ask us for reimbursement or to pay the provider bill. Go to Chapter 5 for more information.

If you send us a payment request and we deny any part of your request, you can appeal our decision. Go to Chapter 7 for more information.

Payment Requests - Contact Information	
Call	1-800-222-5992 Calls to this number are free. Available from 8 am to 5:30 pm Eastern time, Monday through Friday.
TTY	711. Calls to this number are free.
Write	Member Reimbursements – G802 Blue Care Network PO Box 68767 Grand Rapids, MI 49516-8767
Website	www.bcbsm.com/amslibs/content/dam/public/consumer/forms-documents/help/calculators-tools/bcn-member-reimbursement-form.pdf

SECTION 2 Get help from Medicare

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

The federal agency in charge of Medicare is the Centers for Medicare & Medicaid Services (CMS). This agency contracts with Medicare Advantage organizations including our plan.

Medicare - Co	ntact Information
Call	1-800-MEDICARE (1-800-633-4227) Calls to this number are free. 24 hours a day, 7 days a week.
TTY	1-877-486-2048 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.
Chat Live	Chat live at www.Medicare.gov/talk-to-someone
Website	 Get information about the Medicare health and drug plans in your area, including what they cost and what services they provide. Find Medicare-participating doctors or other health care providers and suppliers. Find out what Medicare covers, including preventive services (like screenings, shots or vaccines, and yearly "Wellness" visits). Get Medicare appeals information and forms. Get information about the quality of care provided by plans, nursing homes, hospitals, doctors, home health agencies, dialysis facilities, hospice centers, inpatient rehabilitation facilities, and long-term care hospitals. Look up helpful websites and phone numbers. You can also visit www.Medicare.gov to tell Medicare about any complaints you have about BCN Advantage. To submit a complaint to Medicare, go to www.Medicare.gov/my/medicare-complaint. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program.

SECTION 3 State Health Insurance Assistance Program (SHIP)

The State Health Insurance Assistance Program (SHIP) is a government program with trained counselors in every state that offers free help, information, and answers to your Medicare questions.

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

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

MI Options - Contact Information	
Call	Toll-free 1-800-803-7174
TTY	711. Calls to this number are free.
	Available from 8:00 am to 8:00 pm Monday through Friday, Eastern time.
Write	MI Options 6105 W. St. Joe Highway Suite 103 Lansing, MI 48917
Website	www.michigan.gov/MDHHSMIOptions

SECTION 4 Quality Improvement Organization (QIO)

A designated Quality Improvement Organization (QIO) serves people in each state. For Michigan, the Quality Improvement Organization is called Commence Health.

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

Contact Commence Health in any of these situations:

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

Commence Health - Contact Information	
Call	Toll free 1-888-524-9900
	Weekdays: 9 am to 5 pm local time.
	24-hour voicemail service is available.
TTY	711. Calls to this number are free.
Write	Commence Health BFCC-QIO Program
WIICE	P.O. Box 2687
	Virginia Beach, VA 23450
FAX	1-855-236-2423
Website	www.livantaqio.cms.gov/en/States/Michigan

SECTION 5 Social Security

Social Security determines Medicare eligibility and handles enrollment.

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

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

SECTION 6 Medicaid

Medicaid is a joint federal and state government program that helps with medical costs for certain people with limited incomes and resources. Some people with Medicare are also eligible for Medicaid. Medicaid offers programs to help people with Medicare pay their Medicare costs, such as their Medicare premiums. These Medicare Savings Programs include:

- Qualified Medicare Beneficiary (QMB): Helps pay Medicare Part A and Part B premiums.
- Specified Low-Income Medicare Beneficiary (SLMB): Helps pay Part B premiums.
- Qualifying Individual (QI): Helps pay Part B premiums.
- Qualified Disabled & Working Individuals (QDWI): Helps pay Part A premiums.

To find out more about Medicaid and Medicare Savings Programs, contact Michigan Department of Health and Human Services.

Michigan Medicaid Program - Contact Information	
Michigan Enrollees: 1-800-975-7630	
Available 8 am to 5 pm, Monday through Friday.	
Beneficiary Helpline: 1-800-642-3195	
1-800-263-5897	
This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.	
Michigan Department of Health & Human Services	
333 S. Grand Ave.	
P.O. Box 30195	
Lansing, MI 48909	
www.michigan.gov/mdhhs/assistance-programs/medicaid	

SECTION 7 If you have group insurance or other health insurance from an employer

If you (or your spouse or domestic partner) get benefits from your (or your spouse or domestic partner's) employer or retiree group as part of this plan, call the employer/union benefits administrator or Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time with any questions. You can ask about your (or your spouse or domestic partner's) employer or retiree health benefits, premiums, or the enrollment period. You may also call 1-800-MEDICARE (1-800-633-4227) with questions about your Medicare coverage under this plan. TTY users call 1-877-486-2048.

CHAPTER 3: Using our plan for your medical services

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

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

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

Section 1.1 Network providers and covered services

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

Section 1.2 Basic rules for your medical care to be covered by our plan

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

BCN Advantage will generally cover your medical care as long as:

- The care you get is included in our plan's Medical Benefits Chart in Chapter 4.
- The care you get is considered medically necessary. "Medically necessary" means
 that the services, supplies or equipment are needed for the prevention, diagnosis, or
 treatment of your medical condition and meet accepted standards of medical
 practice.

- You have a network primary care provider (a PCP) providing and overseeing your care. As a member of our plan, you must choose a network PCP (go to Section 2.1 of this chapter for more information.
- You must get your care from a network provider (go to Section 2). In most cases, care you get from an out-of-network provider (a provider who's not part of our plan's network) won't be covered. This means you have to pay the provider in full for services you get. Here are 4 exceptions:
 - Our plan covers emergency or urgently needed services you get from an out-ofnetwork provider. For more information, and to see what emergency or urgently needed are, go to Section 3.
 - O If you need medical care that Medicare requires our plan to cover but there are no specialists in our network that provide this care, you can get this care from an out-of-network provider at the same cost sharing you normally pay innetwork. Authorization should be gotten from our plan prior to seeking care. In this situation, you pay the same as you pay if you got the care from a network provider. For information about getting approval to see an out-of-network doctor, go to Section 2.3.
 - Our plan covers kidney dialysis services you get at a Medicare-certified dialysis facility when you're temporarily outside our plan's service area or when your provider for this service is temporarily unavailable or inaccessible. The cost sharing you pay our plan for dialysis can never be higher than the cost sharing in Original Medicare. If you're outside the plan's service area and get the dialysis from a provider outside our plan's network, your cost sharing can't be higher than the cost sharing you pay in-network. However, if your usual innetwork provider for dialysis is temporarily unavailable and you choose to get services inside our service area from a provider outside our plan's network, your cost sharing for the dialysis may be higher.
 - If you need care when you're traveling outside of Michigan but within the United States and its territories, you can access the Point-of-Service (POS) benefit offered through the nationwide network of Blue Plan Providers via the Blue Cross and Blue Shield Association. BCN Advantage members traveling outside the U.S. and its territories can get urgent or emergency care through Blue Cross Blue Shield Global Core™. They can go to www.bcbsglobalcore.com to find doctors and hospitals that participate with Blue Cross.

SECTION 2 Use providers in our plan's network to get medical care

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

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

Your primary care provider is your partner in health, providing or coordinating your care and helping you navigate the sometimes complex health care waters. When you become a member of BCN Advantage, you must choose a plan provider to be your PCP.

What types of providers may act as a PCP?

Our PCPs are medical doctors (MDs) or osteopathic doctors (DOs) who specialize in one of the following areas:

- Family and general practice Family practice and general practice physicians treat
 patients of all ages, from newborns to adults. They commonly provide obstetrical and
 gynecological care as well. These physicians have a broad range of medical
 knowledge and have completed training in pediatrics, surgery, internal medicine, and
 geriatrics.
- **Internal medicine** Internists are trained to identify and treat all aspects of adolescent, adult, and geriatric medical conditions. Most of our network internists generally treat patients age 18 or older.
- **Pediatrics** Pediatricians specialize in the treatment of patients age 21 and younger.
- **Internal medicine/pediatrics** Physicians in this category are trained as both internists and pediatricians. They treat children and adults.
- **Preventive medicine** Preventive medicine physicians promote health and wellbeing for patients of all ages.

If you have a qualifying condition such as End-Stage Renal Disease, you may choose a nephrologist to act as your primary care provider.

The role of a PCP

The PCP you choose will help you get the right care at the right time and the right place. Your PCP will also coordinate the rest of the covered services you get as a member of BCN Advantage.

What services does the PCP furnish and how do you get care from your PCP?

You'll usually see your PCP first for most of your routine health care needs. Your PCP will provide most of your care and will help arrange or coordinate the rest of the covered services you get as a plan member.

This includes:

- X-rays
- Laboratory tests
- Therapies
- Care from doctors who are specialists
- Hospital admissions
- Follow-up care

What is the role of the PCP in coordinating covered services?

Your PCP coordinates the covered services you get as a member of BCN Advantage. Coordinating your services include working with, consulting with, or directing you to other plan providers about your health status and specific health care needs as well as providing referrals and arranging for prior authorizations as needed. Since your PCP will provide and coordinate your medical care, you should have all of your past medical records sent to your PCP's office. Go to Chapter 6 for more information about how we'll protect the privacy of your medical records and personal health information.

What is the role of the PCP in geting prior authorization?

If you need certain types of covered services or supplies, your PCP will direct and arrange for prior authorization (prior approval) from BCN Advantage.

How to choose a PCP?

We offer several resources to help you locate a primary care provider.

Your quickest and most up-to-date option is to log in to the secure member website and choose a PCP at www.bcbsm.com/uawtrust.

Our printed BCN Advantage *Provider Directory* lists physicians and health care facilities in your BCN Advantage plan's network service area. The *Provider Directory* you get will be customized to your geographics area provided by Customer Service upon request.

If you need a copy of the *Provider Directory*, call Customer Service at 1-800-222-5992, 8 am to 5:30 pm Eastern time, Monday through Friday. TTY users should call 711. You can order a *Provider Directory* 24/7 through our automated telephone response system or at our website at www.bcbsm.com/uawtrust.

Or write to us at the following address:

BCN Advantage

Mail Code A02B Blue Care Network P.O. Box 441936 Detroit, MI 48224

Before selecting a PCP, verify if they're accepting new patients. If there is a particular BCN Advantage specialist or hospital you want to use, check first to make sure your PCP uses that hospital. As a reminder, when selecting a PCP, you must get all medical care, including your PCP and specialty or hospital care, from your specific plan network.

Call Customer Service for additional information about physicians, such as where a physician attended medical school or completed his or her residency, or to change PCPs. If you have selected a new PCP whom you've never seen before, you should schedule an appointment and establish a relationship as soon as possible.

Once you've found your PCP, tell us of your selection. There are several ways you can select or change doctors:

- Complete and return a Physician Selection form.
- Call Customer Service at 1-800-222-5992, 8 am to 5:30 pm Eastern time, Monday through Friday. TTY users should call 711.
- Visit <u>www.bcbsm.com/uawtrust</u>, select *Login*. Once you've logged in, select View or Change Your PCP to make changes.

How to change your PCP

You can change your PCP for any reason, at any time. It's also possible that your PCP might leave our plan's network of providers and you'd need to choose a new PCP who is a part of our BCN Advantage network. We'll notify you if your PCP leaves our network. Customer Service can assist you in finding and selecting another provider.

To change your PCP, you can log in to the secure member website and select your PCP at www.bcbsm.com/uawtrust, or call Customer Service. When you call, be sure to tell Customer Service if you're seeing specialists or getting other covered services that needed your PCP's approval (such as home health services and durable medical equipment). Customer Service will help make sure that you can continue with the specialty care and other services you have been getting when you change your PCP. They'll also check to be sure the PCP you want to switch to is accepting new patients. Customer Service will change your membership record to show the name of your new PCP and tell you when the change to your new PCP will take effect.

Section 2.2 How to get care from specialists and other network providers

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

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

What is the role of the PCP in coordinating care with specialists and other providers?

Your PCP is the best resource for coordinating your care, especially if you need to see another in-network specialist or other provider.

What is the role of the PCP in referring members to specialists and other providers?

Your PCP is the best resource for coordinating your care and can help you find an in-network specialist. However, BCN Advantage doesn't require a referral for you to make an appointment with an in-network specialist. Some in-network specialists may still need to confirm with your PCP that you need specialty care.

For what services will your PCP need to get prior authorization?

Prior authorization is an approval in advance to get services. In an HMO, some in-network services are covered only if your doctor or other network provider gets "prior authorization" from our plan. See Chapter 4, Section 2.1 for information about services that require prior authorization. Covered services that need prior authorization aren't in italics in the Chapter 4 benefits chart. It's important to know what our plan will or will not cover. Be sure to ask your provider if a service is covered. Providers should let you know when something isn't covered. Providers should give you a written notice or tell you verbally when our plan does not cover the service.

When a specialist or another network provider leaves our plan

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

- Even though our network of providers may change during the year, Medicare requires that you have uninterrupted access to qualified doctors and specialists.
- We'll notify you that your provider is leaving our plan so that you have time to choose a new provider.
 - o If your primary care or behavioral health provider leaves our plan, we'll notify you if you visited that provider within the past 3 years.

- o If any of your other providers leave our plan, we'll notify you if you're assigned to the provider, currently get care from them, or visited them within the past 3 months.
- We'll help you choose a new qualified in-network provider for continued care.
- If you're undergoing medical treatment or therapies with your current provider, you have the right to continue getting medically necessary treatment or therapies. We'll work with you so you can continue to get care.
- When an in-network provider or benefit is unavailable or inadequate to meet your medical needs, we'll arrange for any medically necessary covered benefit outside of our provider network at in-network cost sharing.
- If you find out your doctor or specialist is leaving our plan, please contact us so we can help you choose a new provider to manage your care.
- If you believe we haven't furnished you with a qualified provider to replace your previous provider or that your care isn't being appropriately managed, you have the right to file a quality-of-care complaint to the QIO, a quality-of-care grievance to our plan, or both. (Go to Chapter 7).

Section 2.3 How to get care from out-of-network providers

The only services we cover without an authorization are medical emergencies and urgently needed services. If providers aren't available in-network, you can ask for authorization for out-of-network care. Members can ask for authorization in advance for out-of-network services by calling Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time.

- If you need medical care when you're inside the group service area but seeking services from an out-of-network provider, your coverage is limited unless BCN Advantage has approved the out-of-network services in advance.
- If you need medical care when you're outside of BCN Advantage's contracted network of physicians in the service area and inside Michigan, your coverage is limited to medical emergencies, urgently needed services and renal dialysis, unless BCN Advantage has approved the out-of-network services in advance.
- If you need medical care when you're outside of Michigan, our point-of-service benefit (offered through the nationwide network of Blue Plan Providers via the Blue Cross Blue Shield Association) allows you to get preauthorized routine and follow-up care as necessary from providers who participate with Blues plans. BCN Advantage members traveling outside the U.S. and its territories can get urgent or emergency care and emergency transportation through Blue Cross Blue Shield Global Core™. You can go to www.bcbsglobalcore.com to find doctors and hospitals that participate with Blue Cross.

• To locate participating providers outside of Michigan, call 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time. TTY users, call 711. This phone number is on the back of your ID card.

Go to Chapter 4 for more detailed information about your medical benefits and Chapter 5 for information about payment for services given by out-of-network providers. If you have questions about what medical care is covered when you travel, please call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time.

SECTION 3 How to get services in an emergency, disaster, or urgent need for care

Section 3.1 Get care if you have a medical emergency

A **medical emergency** is when you believe that you have medical symptoms that require immediate medical attention to prevent loss of life (and, if you're a pregnant woman, loss of an unborn child), loss of a limb or function of a limb, or loss of or serious impairment to a bodily function. The medical symptoms may be an illness, injury, severe pain, or a medical condition that's 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. You may get covered emergency medical care whenever you need it, anywhere in the United States or its territories, and from any provider with an appropriate state license even if they aren't part of our network.
- As soon as possible, make sure our plan has been told about your emergency. We need to follow up on your emergency care. You or someone else should call to tell us about your emergency care, usually within 48 hours. Please call Customer Service at the number on the back of our plan membership ID card.

Covered services in a medical emergency

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

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

After the emergency is over, you're entitled to follow-up care until your doctors contact us and make plans for additional care. Your follow-up care will be covered by our plan.

If your emergency care is provided by out-of-network providers, we'll try to arrange for network providers to take over your care as soon as your medical condition and the circumstance 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 and the doctor may say that it wasn't a medical emergency after all. If it turns out that it wasn't an emergency, as long as you reasonably thought your health was in serious danger, we'll cover your care.

However, after the doctor says that it wasn't an emergency, we'll cover additional care only if you get the additional care in one of these 2 ways:

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

Get care when you have an urgent need for services

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

Call your PCP's office if your condition requires prompt attention. If your doctor isn't available, you may visit any urgent care center for covered services.

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

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

- Urgently needed services (services you require in order to avoid the likely onset of an emergency medical condition).
- Emergency care (treatment needed immediately because any delay would mean risk of permanent damage to your health).

Section 3.2 Get care during a disaster

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

Visit <u>www.bcbsm.com/medicare</u> for information on how to get needed care during a disaster.

If you can't use a network provider during a disaster, our plan will allow you to get care from out-of-network providers at in-network cost sharing.

SECTION 4 What if you're billed directly for the full cost of covered services?

If you paid more than our plan cost-sharing for covered services, or if you got a bill for the full cost of covered medical services, you can ask us to pay our share of the cost of covered services. Go to Chapter 5 for information about what to do.

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

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

For covered services that have a benefit limitation, you also pay the full cost of any services you get after you use up your benefit for that type of covered service. Services that you pay for yourself beyond the benefit limit will **not** count toward your out-of-pocket maximum.

SECTION 5 Medical services in a clinical research study

Section 5.1 What is a clinical research study

A clinical research study (also called a *clinical trial*) is a way that doctors and scientists test new types of medical care, like how well a new cancer drug works. Certain clinical research studies are approved by Medicare. Clinical research studies approved by Medicare typically request volunteers to participate in the study. When you're in a clinical research study, you can stay enrolled in our plan and continue to get the rest of your care (care that's not related to the study) through our plan.

If you participate in a Medicare-approved study, Original Medicare pays most of the costs for covered services you get as part of the study. If you tell us you're in a qualified clinical trial, then you're only responsible for the in-network cost sharing for the services in

that trial. If you paid more, for example, if you already paid the Original Medicare costsharing amount, we'll reimburse the difference between what you paid and the in-network cost sharing. You'll need to provide documentation to show us how much you paid.

If you want to participate in any Medicare-approved clinical research study, you don't need to tell us or get approval from us. The providers that deliver your care as part of the clinical research study don't need to be part of our plan's network. (This doesn't apply to covered benefits that require a clinical trial or registry to assess the benefit, including certain benefits requiring coverage with evidence development (NCDs-CED) and investigational exemption device (IDE) studies. These benefits may also be subject of prior authorization and other plan rules).

While you don't need to get our plan's permission to be in a clinical research study, we encourage you to notify us in advance. This includes participation in Medicare-qualified clinical trials.

If you participate in a study not approved by Medicare, you'll be responsible for paying all costs for your participation in the study.

Section 5.2 Who pays for services in a clinical research study

Once you join a Medicare-approved clinical research study, Original Medicare covers routine items and services you get 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's part of the research study.
- Treatment of side effects and complications of the new care.

After Medicare pays its share of the cost for these services, our plan will pay the difference between the cost sharing in Original Medicare and your in-network cost sharing as a member of our plan. This means you'll pay the same amount for services you get as part of the study as you would if you got these services from our plan. However, you must submit documentation showing how much cost sharing you paid. Go to Chapter 7 for more information on submitting requests for payments.

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

• Generally, Medicare won't pay for the new item or service the study is testing unless Medicare would cover the item or service even if you weren't in a study.

- Items or services provided only to collect data, and not used in your direct health care. For example, Medicare won't pay for monthly CT scans done as part of the study if your medical condition would normally require only one CT scan.
- Items and services provided by the research sponsors free-of-charge for people in the trial.

Get more information about joining a clinical research study

Get more information about joining a clinical research study in the Medicare publication *Medicare and Clinical Research Studies* available at:

www.Medicare.gov/sites/default/files/2019-09/02226-medicare-and-clinical-research-studies.pdf. You can also call 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048.

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

Section 6.1 A religious non-medical health care institution

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

Section 6.2 How to get care from a religious non-medical health care institution

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

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

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

- The facility providing the care must be certified by Medicare.
- Our plan only covers non-religious aspects of care.

- If you get services from this institution provided to you in a facility, the following conditions apply:
 - You must have a medical condition that would allow you to get covered services for inpatient hospital care or skilled nursing facility care.
 - and you must get approval in advance from our plan before you're admitted to the facility, or your stay won't be covered.

Medicare Inpatient Hospital coverage limits apply. Go to the Medical Benefits Chart in Chapter 4.

SECTION 7 Rules for ownership of durable medical equipment

Section 7.1 You won't own some durable medical equipment after making a certain number of paymens under our plan

Durable medical equipment (DME) includes items like 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 members to use in the home. The member always owns some DME items, like prosthetics. Other types of DME you must rent.

In Original Medicare, people who rent certain types of DME own the equipment after paying copayments for the item for 13 months. As a member of BCN Advantage, however, you usually will not acquire ownership of rented DME items, even if you made up to 12 consecutive payments for the DME item under Original Medicare before you joined our plan. Under limited circumstances we'll transfer ownership of the DME item to you. Call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time for more information.

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

If you didn't get ownership of the DME item while in our plan, you'll have to make 13 new consecutive payments after you switch to Original Medicare to own the DME item unless you acquire a new item from a Medicare accepting provider. The payments you made while enrolled in our plan don't count toward these 13 payments.

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

Example 2: You made 12 or fewer consecutive payments for the item in Original Medicare and then joined our plan. You were in our plan but didn't get ownership

while in our plan. You then go back to Original Medicare. You'll have to make 13 consecutive new payments to own the item once you rejoin Original Medicare again. Any payments you already made (whether to our plan or to Original Medicare) don't count.

Section 7.2 Rules for oxygen equipment, supplies, and maintenance

If you qualify for Medicare oxygen equipment coverage, BCN Advantage will cover the following at 100%:

- 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 BCN Advantage or no longer medically require oxygen equipment, the oxygen equipment must be returned.

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

Original Medicare requires an oxygen supplier to provide you services for 5 years. During the first 36 months, you rent the equipment. For the remaining 24 months, the supplier provides the equipment and maintenance (you're still responsible for the copayment for oxygen). After 5 years, you can choose to stay with the same company or go to another company. At this point, the 5-year cycle starts over again, even if you stay with the same company, and you're again required to pay copayments for the first 36 months. If you join or leave our plan, the 5-year cycle starts over.

CHAPTER 4: Medical Benefits Chart (what's covered and what you pay)

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

The Medical Benefits Chart lists your covered services and shows how much you pay for each covered service as a member of BCN Advantage. This section also gives information about medical services that aren't covered. It also explains limits on certain services.

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

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

- **Deductible**: the amount you must pay for medical services before our plan begins to pay its share. (Section 1.2 tells you more about our plan deductible).
- **Copayment:** the fixed amount you pay each time you get certain medical services. You pay a copayment at the time you get the medical service.

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

Section 1.2 Our plan deductible

Your deductible is \$250 individual/\$500 family. Protected* members have a \$0 deductible. Until you've paid the deductible amount, you must pay the full cost of your covered service. After you pay your deductible, we'll start to pay our share of the costs for covered medical services and you'll pay your share for the rest of the calendar year.

^{*} Protected eligibility applies to all retirees who retired before October 1, 1990, and all surviving spouses of retirees who retired before October 1, 1999.

Section 1.3 What's the most you'll pay for Medicare Part A and part B covered medical services?

Medicare Advantage Plans have limits on the total amount you have to pay out-of-pocket each year for in-network medical services covered by our plan. This limit is called the maximum out-of-pocket (MOOP) amount for medical services. **For calendar year 2026, this amount is \$1,000**.

The amounts you pay for deductibles and copayments for in-network covered services count toward this maximum out-of-pocket amount. In addition, the amounts you pay for some services don't count towards your maximum out-of-pocket amount. These services are in italics in the cost share information. If you reach the maximum out-of-pocket amount of \$1,000, you won't have to pay any out-of-pocket costs for the rest of the year for in-network covered services. However, you must continue to pay the Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

Section 1.4 Providers aren't allowed to balance bill you

As a member of BCN Advantage, you have an important protection because after you meet any deductibles, you only have to pay your applicable copays when you get services covered by our plan. Providers can't bill you for additional separate charges, called **balance billing**. This protection applies even if we pay the provider less than the provider charges for a service and even if there's a dispute and we don't pay certain provider charges.

Here's how protection from balance billing works:

- If your cost sharing is a copayment (a set amount of dollars, for example, \$15), you pay only that amount for any covered services from a network provider.
- You must use a network provider to get your medical care and services. If you use outof-network providers without proper authorization, you'll be responsible for the cost.
 The only exceptions are emergencies, urgently needed services, out-of-area dialysis
 services, cases in which BCN Advantage authorizes use of out-of-network providers, or
 when in-network services are unavailable.

If you think a provider has balance billed you, call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time.

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

The Medical Benefits Chart on the next pages lists the services BCN Advantage covers and what you pay out-of-pocket for each service. The services listed in the Medical Benefits Chart are covered only when these are met:

- Your Medicare covered services must be provided according to the Medicare coverage guidelines.
- Your services (including medical care, services, supplies, equipment, and Part B drugs)
 must be medically necessary. Medically necessary means that the services, supplies, or
 Part B prescription drugs are needed for the prevention, diagnosis, or treatment of
 your medical condition and meet accepted standards of medical practice.
- For new enrollees, your MA coordinated care plan must provide a minimum 90-day transition period, during which time the new MA plan can't require prior authorization for any active course of treatment, even if the course of treatment was for a service that commenced with an out-of-network provider.
- You have a primary care provider (a PCP) providing and overseeing your care.
- Some services listed in the Medical Benefits Chart require prior authorization. Covered services that need approval from us in advance to be covered are marked in the Medical Benefits Chart in italics.
- If your coordinated care plan provides approval of a prior authorization request for a course of treatment, the approval must be valid for as long as medically reasonable and necessary to avoid disruptions in care in accordance with applicable coverage criteria, your medical history, and the treating provider's recommendation.

Other important things to know about our coverage:

- Like all Medicare health plans, we cover everything that Original Medicare covers. For some of these benefits, you pay *more* in our plan than you would in Original Medicare. For others, you pay *less*. (To learn more about the coverage and costs of Original Medicare, go to your *Medicare & You 2026* handbook. View it online at www.Medicare.gov or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227. TTY users call 1-877-486-2048).
- For preventive services covered at no cost under Original Medicare, we also cover those services at no cost to you. However, if you're treated or monitored for an existing medical condition during the visit when you get the preventative service, a copayment will apply for the care you got for the existing medical condition.
- If Medicare adds coverage for any new services during 2026, either Medicare or our plan will cover those services.

Medical Benefits Chart

You'll see this apple next to the preventive services in the benefits chart. Please note: If you get non-preventive services during the same visit, out-of-pocket costs may apply.

<u>Out-of-network:</u> Medical services aren't covered unless authorized by the plan, except for urgent and emergency care.

Covered Service What you pay



Abdominal aortic aneurysm screening

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

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Acupuncture for chronic low back pain only

Covered services include:

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

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

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

An additional 8 sessions will be covered for patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered annually.

Treatment must be discontinued if the patient isn't improving or is regressing.

Provider Requirements:

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

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

- \$20 copayment per visit for Medicarecovered services.
- Not subject to the deductible.
- Copay applies to the annual out-ofpocket maximum.

Authorization rules may apply.

Covered Service What you pay a master's or doctoral level degree in acupuncture or Oriental Medicine from a school accredited by the Accreditation Commission on Acupuncture and Oriental Medicine (ACAOM); and, a current, full, active, and unrestricted license to practice acupuncture in a State, Territory, or Commonwealth (i.e., Puerto Rico) of the United States, or District of Columbia. Auxiliary personnel furnishing acupuncture must be under the appropriate level of supervision of a physician, PA, or NP/CNS required by our regulations at 42 CFR §§ 410.26 and 410.27.

Covered Service What you pay Allergy testing and therapy Allergy injections & testing • Plan pays 100% of the approved Covered services include: amount after deductible • Allergy shots Allergy injections Allergy shot administration • Plan pays 100% of the approved Allergy testing (lab test) amount. • Office visit out-of-pocket costs may apply. o \$15 copay (primary care provider) o \$25 copay (specialist) o Protected members pay \$15 copay (specialist)

Ambulance services

Covered ambulance services, whether for an emergency or non-emergency situation, include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care if furnished to a member whose medical condition is such that other means of transportation could endanger the person's health or if authorized by our plan.

If the covered ambulance services aren't for an emergency situation, it should be documented that the member's condition is such that other means of transportation could endanger the person's health and that transportation by ambulance is medically required.

We cover ambulance services even if you're not transported to a facility if you're determined to be stabilized by medical staff at your home or another location. This service isn't covered outside of the U.S. or its territories.

- Plan pays 100% of the approved amount after deductible.
- You have coverage for worldwide emergency transportation. See
 Worldwide Coverage later in this chart.

Covered Service

What you pay



Annual physical exam

An examination performed by a primary care physician or other provider that collects health information. This is an annual preventive medical exam and is more comprehensive than an annual wellness visit. It's covered once per calendar year.

Services include:

- An age and gender appropriate physical examination, including vital signs and measurements.
- Guidance, counseling, and risk factor interventions.
- Administration or ordering of immunizations, lab tests or diagnostic procedures.

Covered only in the following locations: provider's office, outpatient hospital or a member's home.

- Plan pays 100% of the approved amount
- Not subject to the deductible.
- However, you'll be assessed a copay or deductible if a covered service (e.g. diagnostic test) is outside the scope of the annual physical exam.



Annual wellness visit

If you've had Part B for longer than 12 months, you can get an annual wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. The annual wellness visit can occur anytime throughout the calendar year, regardless of the date of your previous annual visit.

Note: Your first annual wellness visit can't take place within 12 months of your Welcome to Medicare preventive visit.

However, you don't need to have a Welcome to Medicare visit to be covered for annual wellness visits after you've had Part B for 12 months.

- Plan pays 100% of the approved amount.
- However, you'll be assessed a copay or deductible if a covered service (e.g. diagnostic test) is outside the scope of the annual wellness visit.

Covered Service	What you pay
Blood Coverage starts with the first pint. There is no limit to the number of pints. Includes storage and administration.	Plan pays 100% of the approved amount.



Bone mass measurement

For qualified people (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered once 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.

- Plan pays 100% of the approved amount
- Not subject to the deductible.
- If you have a medical condition or further testing is required, the procedure and/or the subsequent testing is considered diagnostic and your contractual cost-sharing for Medicare-covered diagnostic services will apply.



Breast cancer screening (mammograms)

Covered services include:

- 1 baseline mammogram between the ages of 35 and 39.
- 1 screening mammogram every 12 months for women aged 40 and older.
- Clinical breast exams once every 24 months.
- 3-D mammograms are covered when medically necessary.

- Plan pays 100% of the approved amount
- Not subject to the deductible.
- If you have a medical condition or further testing is required, the procedure and/or the subsequent testing is considered diagnostic and your contractual cost-sharing for Medicare-covered diagnostic services will apply.

Covered Service What you pay **Cardiac rehabilitation services** • Plan pays 100% of the approved amount after deductible. Comprehensive programs of cardiac rehabilitation services that include exercise, education, and counseling are covered for members who meet certain conditions with a doctor's order. Our plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs. Refer to the Exclusions Chart at the end of this Medical Benefits chart for more information.

Cardiovascular disease risk reduction visit (therapy for cardiovascular disease)

We cover 1 visit per year with your primary care doctor to help lower your risk for cardiovascular disease. During this visit, your doctor may discuss aspirin use (if appropriate), check your blood pressure, and give you tips to make sure you're eating healthy.

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.



Cardiovascular disease screening tests

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

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.



Cervical and vaginal cancer screening

Covered services include:

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

Additional pap smears and pelvic exams are covered based on medical necessity.

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you have a medical condition or further testing is required, the procedure and/or the subsequent testing is considered diagnostic and your contractual cost-sharing for Medicare-covered diagnostic services will apply.

Covered Service	What you pay
Chiropractic services We cover only manual manipulation of the spine to correct subluxation. X-rays for chiropractic services are not covered by our plan.	 \$20 copay. Not subject to the deductible.

Chronic pain management and treatment services

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

Cost sharing for this service will vary depending on individual services provided under the course of treatment.

Office Visits

- \$15 copayment for primary care provider
- \$25 copayment for specialty care provider
- Protected members: \$15 copayment

In a facility

• Plan pays 100% after deductible

Covered Service

What you pay



Colorectal cancer screening

The following screening tests are covered:

- Colonoscopy has no minimum or maximum age limitation and is covered once every calendar year, preventive or diagnostic
- Computed tomography colonography for patients 45 year and older who are not at high risk of colorectal cancer and is covered when at least 59 months have passed following the month in which the last screening computed tomography colonography was performed or 47 months have passed following the month in which the last screening flexible sigmoidoscopy or screening colonoscopy was performed. For patients at high risk for colorectal cancer, payment may be made for a screening computed tomography colonography performed after at least 23 months have passed following the month in which the last screening computed tomography or the last screening colonoscopy was performed.
- Flexible sigmoidoscopy for patients 45 years and older.
 Once every 120 months for patients not at high risk after the patient got a screening colonoscopy. Once every 48 months for high risk patients from the last flexible sigmoidoscopy or computed tomography colonography.
- Screening fecal-occult blood tests for patients 45 years and older. Once every 12 months.
- Multitarget stool DNA for patients 45 to 85 years of age and not meeting high risk criteria. Once every 3 years.
- Blood-based Biomarker Tests for patients 45 to 85 years of age and not meeting high risk criteria. Once every 3 years.
- Colorectal cancer screening tests include a follow-up screening colonoscopy after a Medicare covered noninvasive stool-based colorectal cancer screening test returns a positive result.

- Plan pays 100% of the approved amount.
- There is no copay or deductible for a Medicare-covered colorectal cancer screening exam.
- If your doctor finds and removes a polyp or other tissue during the colonoscopy or flexible sigmoidoscopy, the screening exam becomes a diagnostic exam; however, you won't be charged additional copay costs.
- If you have a medical condition or further testing is required, the procedure and/or the subsequent testing is considered diagnostic and your contractual cost-sharing for Medicare-covered diagnostic services will apply.

Covered Service	What you pay
Colorectal cancer screening tests include a planned screening flexible sigmoidoscopy or screening colonoscopy that involves the removal of tissue or other matter, or other procedure furnished in connection with, as a result of, and in the same clinical encounter as the screening test.	What you pay

Dental services

In general, preventive dental services (such as cleaning, routine dental exams, and dental x-rays) aren't covered by Original Medicare. However, Medicare pays for dental services in a limited number of circumstances, specifically when that service is an integral part of specific treatment of a person's primary medical condition. Examples include reconstruction of the jaw after a fracture or injury, tooth extractions done in preparation for radiation treatment for cancer involving the jaw, or oral exams prior to organ transplantation. In addition, we cover the following dental services.

- Immediate repair of trauma to natural teeth which includes the evaluation and treatment performed on the injured teeth within 72 hours from the traumatic occurrence. Any follow-up treatment performed after the first 72 hours post-injury isn't covered.
- Dental anesthesia in an outpatient setting when medically necessary and approved by Blue Care Network.
- Medically necessary surgery for removing tumors and cysts within the mouth.
- Surgical correction of skeletal malformations involving the lower or upper jaw.

 Plan pays 100% of the approved amount.

Authorization rules may apply.

Covered Service What you pay Plan pays 100% of the approved **Depression screening** amount. • Not subject to the deductible. We cover 1 screening for depression per year. The • If you get other services during the visit, screening must be done in a primary care setting that can out-of-pocket costs may apply. provide follow-up treatment and referrals.



Diabetes screening

We cover this screening (includes fasting glucose tests) if you have any of these risk factors:

- High blood pressure (hypertension)
- History of abnormal cholesterol and triglyceride levels (dyslipidemia)
- Obesity
- History of high blood sugar (glucose).

Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes.

You may be eligible for up to 2 diabetes screenings every 12 months following the date of your most recent diabetes screening test.

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Diabetes self-management training, diabetic services and supplies

(For a definition of durable medical equipment, go to Chapter 10 as well as Chapter 3, Section 7.)

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

- Approved continuous glucose monitors and supply allowance as covered by Original Medicare. Blood glucose monitor, continuous glucose monitor (CGM), blood glucose test strips, lancet devices and lancets, and glucose-control solutions for checking the accuracy of test strips and monitors.
- For people with diabetes who have severe diabetic foot disease: 1 pair per calendar year of therapeutic custom-molded shoes (including inserts provided with such shoes) and 2 additional pairs of inserts, or one pair of depth shoes and 3 pairs of inserts (not including the non-customized removable inserts provided with such shoes). Coverage includes fitting.
- Diabetes self-management training is covered under certain conditions.
- For in-network diabetic supplies, including diabetic shoes and inserts, please contact 1-800-222-5992, 8 am to 5:30 pm Easter time, Monday through Friday. TTY users call 711.

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Authorization rules may apply.

Durable medical equipment (DME), prosthetic and orthotic devices, and related supplies

(For a definition of durable medical equipment, go to Chapter 10 and Chapter 3)

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

BCN Advantage covers all medically necessary DME covered by Original Medicare. If our supplier in your particular area does not carry a particular brand or manufacturer, you can ask them if they can special order it for you.

DME coverage is limited to basic equipment. Deluxe or upgraded equipment must be medically necessary and requires prior authorization for coverage. Custom style, colors and materials aren't covered.

- Limitations: The equipment must be considered DME by BCN Advantage and must be appropriate for home use.
- The equipment must be maintained from BCN Advantage or a BCN Advantage approved supplier.
- The equipment is the property of Blue Care Network or the supplier. When it's no longer medically necessary, the equipment should be returned to the supplier.
- Replacement of equipment is covered only when necessary to accommodate body growth, body change, or normal wear.

- Plan pays 100% of the approved amount.
- Not subject to the deductible.

Authorization rules may apply.

Covered Service	What you pay
 Your cost sharing for Medicare oxygen equipment is covered at 100% of the approved amount. 	
For in-network DME supplies, diabetic supplies and prosthetic devices, please contact 1-800-222-5992, 8 am to 5:30 pm Monday through Friday. TTY users call 711.	

Emergency care

Emergency care refers to services that are:

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

A medical emergency is when you believe that you have medical symptoms that require immediate medical attention to prevent loss of life (and, if you're a pregnant woman, loss of an unborn child), loss of a limb, or loss of function of a limb. The medical symptoms may be an illness, injury, severe pain, or a medical condition that's quickly getting worse.

Cost sharing for necessary emergency services you get outof-network is the same as when you get these services innetwork.

For information about emergent or urgently needed medical items and services furnished outside of the United States and its territories, see **Worldwide Coverage** later in this chart.

- \$50 copay (waived if submitted to hospital within 24 hours).
- Ford Protected members pay a \$0 copay.
- Not subject to the deductible.



Glaucoma screening

Glaucoma screening once per year for people who fall into at least 1 of the following high-risk categories:

- People with a family history of glaucoma
- People with diabetes
- African Americans who are age 50 and older
- Hispanic Americans who are age 65 and older

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Covered Service

What you pay



Health and Wellness education programs

We offer health and wellness education programs that include:

- Nutrition education
 - 6 group and/or one-on-one nutritional education and counseling sessions (unlimited in time based on medical need) are offered per condition, each year provided by a plan-contracted facility, for the following conditions: phenylketonuria (PKU), hypercholesterolemia unresponsive to standard dietary recommendations, obesity, diabetes, chronic renal disease, hypertension, celiac disease, and hypoglycemia in non-diabetics.
- 24-Hour Nurse Advice Line
 - Speak to a registered nurse health coach 24 hours a day, 7 days a week for help with health-related questions. You can reach the nurse line by calling 1-855-624-5214. TTY users, call 711.
- Tobacco Cessation Coaching

Our Tobacco Cessation Coaching program is a yearly program offered as a self-guided experience with 24/7 access via web or mobile, or live coaching with enrollment online or over phone and available via telephonic or platform chat. Online access is https://join.personifyhealth.com/bluecrossmedic arerewards.

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Covered Service	What you pay
Phone support and hours of operation are 1-888-573-3113	
 Monday through Thursday, 8 am through 11 pm Eastern time. TTY users call 711. 	
 Friday, 8 am to 7 pm, Eastern time. TTY users call 711. 	
 Saturday, 9 am through 3 pm Eastern time. TTY users call 711. 	
 SilverSneakers® fitness program (for more information, go to SilverSneakers in this table). 	
Other programs designed to enrich the health and lifestyles of members such as Blue Cross Virtual Well-Being, available on our website at www.bcbsm.com/medicare .	

Covered Service What you pay One standard hearing aid and exam are **Hearing services** covered in full once every 36 months. Diagnostic hearing and balance evaluations performed by • Office visit copay may apply for your PCP to determine if you need medical treatment are examination. covered as outpatient care when you get them from a • Binaural hearing aids are covered for physician, audiologist, or other qualified provider. members under the age of 19 once every 36 months.



Hepatitis C screening

For people who are at high risk for Hepatitis C infection, including persons with a current or past history of illicit injection drug use; and persons who have a history of receiving a blood transfusion prior to 1992, we cover:

- 1 screening exam
- Additional screenings every 12 months for persons who have continued illicit injection drug use since the prior negative screening test

For all others born between 1945 and 1965, we cover 1 screening exam.

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.



HIV screening

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

One screening exam every 12 months.

If you are pregnant, we cover up to 3 screening exams during a pregnancy.

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Home health agency care

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

Covered services include, but aren't limited to:

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

Home health agency care may require prior authorization; your plan provider will arrange for this authorization, if needed.

Refer to the Exclusions Chart at the end of this Medical Benefits Chart for more information.

- Plan pays 100% of the approved amount, after deductible.
- Medical supplies ordered by physicians, such as durable medical equipment, aren't covered under home health agency care.
- Custodial care isn't part of home health agency care.

Home infusion therapy

Home infusion therapy involves the intravenous or subcutaneous administration of drugs or biologicals to an individual at home.

The components needed to perform home infusion include the drug (for example, antivirals, immune globulin), equipment (for example, a pump), and supplies (for example, tubing and catheters).

Covered services include, but aren't limited to:

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

 Play pays 100% of the approved amount, after deductible.

Hospice care

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

Covered services include:

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

When you're admitted to a hospice you have the right to remain in our plan; if you chose to remain in our plan you must continue to pay plan premiums.

For hospice services and services covered by Medicare Part A or B and are related to your terminal prognosis:

Original Medicare (rather than our plan) will pay your hospice provider for your hospice services and any Part A and Part B services related to your terminal prognosis while you're in the hospice program. While you're in the hospice program, your hospice provider will bill Original Medicare for the service Original Medicare pays for. You'll be billed Original Medicare cost sharing.

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 BCN Advantage.

Covered Service What you pay For services covered by Medicare Part A or B and not related to your terminal prognosis If you need non-emergency, non-urgently needed services that are covered under Medicare Part A or B and that aren't related to your terminal prognosis, your cost for these services depends on whether you use a provider in our plan's network and follow plan rules (such as if there is a requirement to get prior authorization): For services covered by BCN Advantage but not covered by Medicare Part A or B BCN Advantage will continue to cover plan-covered services that aren't covered under Part A or B whether or not they're related to your terminal prognosis. You pay our plan cost sharing amount for these services. **Note:** If you need non-hospice care (care that not related to your terminal prognosis), you should contact BCN Advantage to arrange the services.



Immunizations/vaccines

United States Preventive Services Task Force vaccines are covered in office and facility settings with no place-of-service restrictions.

Covered Medicare Part B services include:

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

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Inpatient hospital care

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

Our plan provides an unlimited number of medically necessary inpatient hospital days.

Covered services include but aren't limited to:

- Semi-private room (or a private room if medically necessary).
- Meals including special diets.
- Regular nursing services.
- Costs of special care units (such as intensive care or coronary care units).
- Drugs and medications (not including selfadministered drugs).
- Lab tests.
- X-rays and other radiology services.
- Necessary surgical and medical supplies.
- Use of appliances, such as wheelchairs.
- Operating and recovery room costs.
- Physical, occupational, and speech language therapy.
- Inpatient substance use disorder services.

Inpatient care (all authorized admissions)

• Plan pays 100% of the approved amount after deductible.

Inpatient physician services

 Plan pays 100% of the approved amount after deductible.

Authorization rules may apply.

Except in an emergency, your doctor must tell the plan that you're going to be admitted to the hospital.

- Under certain conditions, the following types of transplants are covered: corneal, kidney, kidneypancreatic, heart, liver, lung, heart/lung, bone marrow, stem cell, and intestinal/multivisceral. If you need a transplant, we'll arrange to have your case reviewed by a Medicare-approved transplant center that will decide whether you're 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 BCN Advantage provides transplant services at a location outside the pattern of care for transplants in your community, and you choose to get transplants at this distant location, we'll arrange or pay for appropriate lodging and transportation costs for you and a companion. Coverage is up to \$10,000; travel and lodging is covered for only one year after the initial transplant (includes up to five additional days prior to the initial transplant). Outside of the service area is defined as 100 miles or more, one-way to the facility, from your home address.
- Blood (for coverage information, please refer to the Blood benefit mentioned earlier in the Medical Benefits Chart).
- Physician services.

^{*} Inpatient hospital care may require prior authorization; our plan provider will arrange for this authorization, if needed.

Covered Service What you pay **Note:** To be an inpatient, your provider must write an order to admit you formally as an inpatient of the hospital and BCN Advantage must authorize the admission. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you're not sure if you're an inpatient or an outpatient, ask the hospital staff. Get more information in the Medicare fact sheet *Medicare* Hospital Benefits. This fact sheet is available at www.Medicare.gov/publications/11435-Medicare-Hospital-Benefits.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048.

Inpatient services in a psychiatric hospital

Covered services include mental health care services that require a hospital stay. There's a lifetime limit of 190 days for inpatient services in a psychiatric hospital. There are an additional renewable 45 days per episode of illness after your Medicare benefit's exhausted, and 60 days of nonconfinement.

Inpatient hospital care starts the day you're formally admitted to the hospital with a doctor's order. The day before you're discharged is your last inpatient day.

Inpatient substance use services

 Plan pays 100% of the approved amount.

Inpatient mental health/substance use physician services

• Plan pays 100% of the approved amount.

Authorization rules may apply.

Except in an emergency, your doctor must tell the plan that you're going to be admitted to the hospital.

Lung cancer screening with low dose computed tomography (LDCT)

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

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

For LDCT lung cancer screenings after the initial LDCT screening: Members must get 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 later lung cancer screenings with LDCT, the visit must meet the Medicare criteria for such visits.

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.



Medical nutrition therapy

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

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

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.



Medicare Diabetes Prevention Program (MDPP)

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

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

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Medicare Part B prescription drugs

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

- Drugs that usually aren't self-administered by the patient and are injected or infused while you're getting physician, hospital outpatient, or ambulatory surgical center services.
- Insulin furnished through an item of durable medical equipment (such as a medically necessary insulin pump)
- Other drugs you take using durable medical equipment (such as nebulizers) that were authorized by our plan.
- The Alzheimer's drugs Leqembi[®] (generic name lecanemab) and Kinsula[™] (generic name Donanemabazbt), which are administered intravenously. In addition to medication costs, you may need additional scans and tests before and/or during treatment that could add to your overall costs. Talk to your doctor about what scans and tests you may need as part of your treatment.
- Clotting factors you give yourself by injection if you have hemophilia.
- Transplant/immunosuppressive drugs: Medicare covers transplant drug therapy if Medicare paid for your organ transplant. You must have Part A at the time you get immunosuppressive drugs.

There is no copayment for Part B drugs. These drugs are covered in full under your medical coverage, after your deductible is met.

Authorization rules and/or step therapy may apply.

80 **Covered Service** What you pay Injectable osteoporosis drugs, if you're homebound, have a bone fracture that a doctor certifies was related to post-menopausal osteoporosis, and can't selfadminister the drug. Some antigens: Medicare covers antigens if a doctor prepares them and a properly instructed person (who could be you, the patient) gives them under appropriate supervision Certain oral anti-cancer drugs: Medicare covers some oral cancer drugs you take by mouth if the same drug is available in injectable form or the drug is a prodrug (an oral form of a drug that, when ingested, breaks down into the same active ingredient found in the injectable drug) of the injectable drug. Oral anti-nausea drugs: Medicare covers oral antinausea drugs you use as part of an anti-cancer chemotherapeutic regimen if they're administered before, at, or within 48 hours of chemotherapy or are used as a full therapeutic replacement for an

Certain oral End-Stage Renal Disease (ESRD) drugs covered under Medicare Part B.

intravenous anti-nausea drug.

- Calcimimetic medications under the ESRD payment system, including the intravenous medication Parsabiv[®], and the oral medication Sensipar[®].
- Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics.

Covered Service What you pay Erythropoisis-stimulating agents: Medicare covers erythropoietin by injection if you have End-Stage Renal Disease (ESRD) or you need this drug to treat anemia related to certain other conditions (such as Epogen®, Procrit®, Epoetin Alfa, Aranesp®, Darbepoetin Alfa, Mircera®, or Methoxy polyethylene glycol-epoetin beta). Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases. Parenteral and enteral nutrition (intravenous and tube feeding). We also cover some vaccines under our Part B drug benefit. The following link will take you to a list of Part B Drugs that may be subject to step therapy: www.bcbsm.com/amslibs/content/dam/public/provide rs/documents/ma-ppo-bcna-medical-drugs-priorauthorization.pdf

Obesity screening and therapy to promote sustained weight loss

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

- Plan pays 100% of the approved amount.
- Not subject to the deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Opioid treatment program services

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

- U.S. Food and Drug Administration (FDA)-approved opioid agonist and antagonist medication-assisted treatment (MAT) medications.
- Dispensing and administration of MAT medications (if applicable).
- Substance use disorder counseling.
- Individual and group therapy.
- Toxicology testing.
- Intake activities.
- Periodic assessments.

- Plan pays 100% of the approved amount.
- Not subject to the deductible.

Chapter 4: Medical Benefits Chart (what's covered and what you pay) 84 **Covered Service** What you pay Plan pays 100% of the approved **Outpatient behavioral health care** amount. Covered services include mental health services provided Unlimited visits. by a state-licensed: Not subject to the deductible. Psychiatrist or doctor Authorization rules may apply. Clinical psychologist Clinical social worker Clinical nurse specialist Licensed marriage and family therapist Nurse practitioner Physician assistant • Other Medicare-qualified mental health care professional as allowed under applicable state laws

Chapter 4: Medical Benefits Chart (what's covered and what you pay) 85 **Covered Service** What you pay **Outpatient diagnostic tests and therapeutic services** Laboratory and pathology tests: and supplies Medicare-approved lab and pathology tests Covered services include, but aren't limited to: are covered at 100% rendered at a participating Joint Venture Hospital Lab X-rays. (JVHL). Office visit copay may apply. Radiation (radium and isotope) therapy including All other covered services technician materials and supplies. Plan pays 100% of the approved amount Surgical supplies, such as dressings. after deductible. • Splints, casts, and other devices used to reduce fractures and dislocations. Diagnostic non-laboratory tests such as CT scans, MRIs, EKGs, and PET scans when your doctor or other health care provider orders them to treat a medical problem. Other outpatient diagnostic tests.

Outpatient hospital services

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

Covered services include, but aren't limited to:

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

Note: Unless the provider has written an order to admit you as an inpatient to the hospital and BCN Advantage authorizes the admission, you're 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're not sure if you're an outpatient, ask the hospital staff.

• Plan pays 100% of the approved amount after deductible.

Covered Service What you pay Get more information in the Medicare fact sheet *Medicare* Hospital Benefits. This fact sheet is available at www.Medicare.gov/publications/11435-Medicare-**<u>Hospital-Benefits.pdf</u>** or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048.

Covered Service What you pay Outpatient physical and speech therapy - at **Outpatient rehabilitation services** <u>home</u> Covered services include: Plan pays 100% of the approved amount Not subject to the deductible. • Outpatient physical and speech therapy (at home or in a facility) Unlimited visits. Outpatient physical, speech and Occupational therapy (in a facility) occupational therapy - in a facility Outpatient rehabilitation services are provided in various Plan pays 100% of the approved amount outpatient settings, such as hospital outpatient after deductible. departments, independent therapist offices, and Unlimited visits. Comprehensive Outpatient Rehabilitation Facilities (CORFs). Authorization rules may apply.

Covered Service What you pay Plan pays 100% of the approved **Outpatient substance use disorder services** amount. Outpatient substance use disorder services include: • Unlimited visits. Not subject to the deductible. Counseling Authorization rules may apply. Detoxification Medical testing • Diagnostic evaluation

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

Note: If you're having surgery in a hospital facility, you should check with your provider about whether you'll be an inpatient or outpatient. Unless the provider writes an order to admit you as an inpatient to the hospital *and BCN Advantage authorizes admission*, you're 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.

• Plan pays 100% of the approved amount after deductible.

Partial hospitalization services and Intensive outpatient services

Partial hospitalization is a structured program of active psychiatric treatment provided as a hospital outpatient service, or by a community behavioral health center that's more intense than care you get in your doctor's, therapist's, licensed marriage and family therapist's or licensed professional counselor's office and is an alternative to inpatient hospitalization.

Intensive outpatient service is a structured program of active behavioral (mental) health therapy treatment provided in a hospital outpatient department, a community mental health center, a federally qualified health center, or a rural health clinic that's more intense than care you get in your doctor's, therapist's, licensed marriage and family therapist's or licensed professional counselor's office but less intense than partial hospitalization.

- Plan pays 100% of the approved amount.
- Unlimited visits.
- Not subject to the deductible.

Note: Partial hospitalization does not count toward the inpatient or outpatient behavioral health visit maximum.

Physician/Practitioner services, including virtual visits with your own doctor

You have the option of getting these services through an inperson 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.

Covered services include:

- Medically necessary medical care or surgery services you get in a physician's office, certified ambulatory surgical center, hospital outpatient department, or any other location.
- Consultation, diagnosis, and treatment by a specialist.
- Basic hearing and balance exams performed by your primary care provider or specialist, if your doctor orders it to see if you need medical treatment.
- Certain telehealth services, including primary care provider services and individual sessions for mental health specialty services.
- Some telehealth services including consultation, diagnosis, and treatment by a physician or practitioner, for patients in certain rural areas or other places approved by Medicare.
- Telehealth services for monthly end-stage renal disease-related visits for home dialysis members in a hospital-based renal dialysis center, renal dialysis facility, or the member's home.
- Telehealth services to diagnose, evaluate, or treat symptoms of a stroke, regardless of your location.

Office visits

- \$15 copay for primary care provider.
- \$25 copay for specialist.
- Protected members pay \$15 copay for a specialist office visit.
- Not subject to the deductible.
- Services apply to the annual outof-pocket maximum.

Rural Health Clinic office visits

- \$15 copay (per visit).
- Not subject to the deductible.
- If a surgical or diagnostic procedure is performed during an office visit, these procedures are considered diagnostic and you may be responsible for deductible cost in addition to office visit copay.

Covered Service What you pay Telehealth services for diagnosis, evaluation, and treatment of mental disorders if: You have an in-person visit within 6 months prior to your first telehealth visit. You have an in-person visit every 12 months while receiving these telehealth services. o Exceptions can be made to the above for certain circumstances. Telehealth services for mental health visits provided by Rural Health Clinics and Federally **Qualified Health Centers** • Virtual check-ins (for example, by phone or video chat) with your doctor for 5-10 minutes if: You're not a new patient, and The check-in isn't related to an office visit in the past 7 days, and o The check-in doesn't lead to an office visit within 24 hours or the soonest available appointment. Evaluations of video and/or images you send to your doctor, and interpretation and follow-up by your doctor within 24 hours if: You're not a new patient, and o The evaluation isn't related to an office visit in the past 7 days, and The evaluation doesn't lead to an office visit within 24 hours or the soonest available appointment.

Covered Comitee	What
Covered Service	What you pay
 Consultation your doctor has with other physicians via telephone, internet, or electronic health record. 	
 Second opinion by another network provider prior to surgery. 	

o Removal of corns and calluses.

conditions affecting the lower limbs.

wart care.

and supplies.

o Trimming, cutting, and clipping of nails, and

Routine foot care for members with certain medical

• Outpatient diagnosis tests and therapeutic services

Covered Service Podiatry services Covered services include: Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toes, bunion deformities, and heel spurs). Preventative treatment of the foot (up to 6 visits a year): What you pay Protected members pay \$15 for a specialist. Authorization rules may apply.



Pre-exposure prophylaxis (PrEP) for HIV prevention

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

If you qualify, covered services include:

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

A one-time hepatitis B virus screening.

Plan pays 100% of the approved amount



Prostate cancer screening exams

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

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

Additional prostate cancer screening covered based on medical necessity.

- Plan pays 100% of the approved amount.
- Not subject to deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Prosthetic and orthotic devices and related supplies

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

For in-network DME supplies, diabetic supplies and prosthetic devices, please contact 1-800-222-5992, 8 am to 5:30 pm Monday through Friday. TTY users call 711.

- Plan pays 100% of the approved amount.
- Not subject to deductible.

Covered Service What you pay Plan pays 100% of the approved **Pulmonary rehabilitation services** amount. Comprehensive programs of pulmonary rehabilitation are • Not subject to deductible. covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) or chronic respiratory disease and an order for pulmonary rehabilitation from the doctor treating the chronic respiratory disease.



Screening and counseling to reduce alcohol misuse

We cover 1 alcohol misuse screening for adults who misuse alcohol but aren't alcohol dependent.

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

- Plan pays 100% of the approved amount.
- If you get other services during the visit, out-of-pocket costs may apply.

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

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

We also cover up to 2 individual 20 to 30-minute, face-to-face high-intensity behavioral counseling sessions each year for sexually active adults at increased risk for STIs. We'll 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.

- Plan pays 100% of the approved amount.
- Not subject to deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Services to treat kidney disease

Covered services include:

- Kidney disease education services to teach kidney care and help members make informed decisions about their care. For members with stage IV chronic kidney disease when referred by their doctor, we cover up to 6 sessions of kidney disease education services per lifetime.
- Outpatient dialysis treatments (including dialysis treatments when temporarily out of the service area, as explained in Chapter 3, or when your provider for this service is temporarily unavailable or inaccessible)
- Inpatient dialysis treatments (if you're admitted as an inpatient to a hospital for special care)
- Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments)
- Home dialysis equipment and supplies
- Certain home support services (such as, when necessary, visits by trained dialysis workers to check on your home dialysis, to help in emergencies, and check your dialysis equipment and water supply)

Certain drugs for dialysis are covered under your Medicare Part B drug benefit.

For information about coverage for Part B Drugs, go to **Medicare Part B prescription** drugs in this table.

Dialysis (inpatient and outpatient)

 Plan pays 100% of the approved amount after deductible.

Home dialysis equipment

Plan pays 100% of the approved amount.

Kidney disease education services

 Plan pays 100% of the approved amount.

Covered Service What you pay SilverSneakers® Plan pays 100% at participating locations.

Members are covered for a fitness benefit through SilverSneakers®. SilverSneakers is a comprehensive program that can improve overall well-being and social connections. Designed for all levels and abilities, SilverSneakers provides convenient access to a nationwide fitness network, a variety of programming options and activities beyond the gym that incorporate physical well-being and social interaction.

Benefits include:

- Use of exercise equipment, classes, and other amenities at thousands of participating locations
- SilverSneakers LIVE online classes and workshops taught by instructors trained in senior fitness
- SilverSneakers On-Demand online library with hundreds of workout videos
- SilverSneakers GO mobile app with on-demand videos and live classes
- SilverSneakers Community gives you options to get active outside of traditional gyms (like recreation centers, malls, and parks)
- Online fitness tips and healthy eating information
- Social connections through events such as shared meals, holiday celebrations, and class socials

Fitness services must be provided at SilverSneakers participating locations. You can find a location or request information at www.silversneakers.com to learn more or call 1-866-584-7352, 8 am to 8 pm Eastern time, Monday through Friday. TTY users call 711.

Covered Service	What you pay
Covered Service	wnat you pay
SilverSneakers and the SilverSneakers shoe logotype are registered trademarks of Tivity Health, Inc. © 2025 Tivity Health, Inc. All rights reserved.	

Covered Service What you pay SNF care Skilled nursing facility (SNF) care Plan pays 100% of the approved

(For a definition of skilled nursing facility care, go to Chapter 10. Skilled nursing facilities are sometimes called SNFs.)

Inpatient skilled nursing facility care starts the day you're formally admitted with a doctor's order. The day before you're discharged is your last inpatient day. No prior hospital stay is required.

Covered services include, but aren't limited to:

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

- amount after deductible.
- Unlimited days.
- Must meet Medicare criteria.

SNF physician services

Plan pays 100% of the approved amount.

Authorization rules may apply.

Covered Service	What you pay
Generally, you'll get your SNF care from network facilities. However, under certain conditions listed below, you may be able to pay in-network cost sharing for a facility that isn't a network provider, if the facility accepts our plan's amounts for payment.	
 A nursing home or continuing care retirement community where you were living right before you went to the hospital (as long as it provides skilled nursing facility care). 	
 A SNF where your spouse or domestic partner is living at the time you leave the hospital. 	

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

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

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

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

- Plan pays 100% of the approved amount.
- Not subject to deductible.
- If you get other services during the visit, out-of-pocket costs may apply.

Supervised Exercise Therapy (SET)

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

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

The SET program must:

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

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

- Plan pays 100% of the approved amount.
- Not subject to deductible.

Urgent care, including retail health clinics

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

- \$15 copay (per visit).
- Ford Protected members have \$0 copay.

Clinical lab services:

• Plan pays 100% of the approved amount.

Virtual Care

Virtual Care is available through Teladoc Health™, an independent company and our plan-approved vendor. This service is separate from any virtual care your personal doctor might offer.

Virtual Care gives you urgent care and behavioral health care through your phone, tablet, or computer from anywhere in the United States. Virtual urgent care visits from U.S. board-certified doctors are available 24/7, without an appointment. Virtual behavioral health visits are available by appointment from licensed behavioral health providers such as therapists, counselors, and U.S. board-certified psychiatrists.

You can also use Teladoc Health™ to access telehealth services. Visit <u>www.bcbsm.com/virtualcare</u> for more information or call 1-800-835-2362, available 24 hours a day, 7 days a week, 365 days a year. TTY users call 1-855-636-1578.

- Urgent general medical appointments available 24 hours a day, 7 days a week, 365 days a year (e.g., sore throat, fever, etc.).
- Mental health appointment availability is 7 days a week, 7 am to 9 pm local time.

Teladoc Health™ is an independent company that provides Virtual Care Solutions for Blue Cross Blue Shield of Michigan and Blue Care Network.

- Plan pays 100%.
- Services must be received through Teladoc Health.

Vision care

Primary vision care isn't covered by this plan. Your UAW Trust vision care services not listed here are provided through Davis Vision.

For more information on your vision care coverage, contact Davis Vision at 1-888-234-5164 (TTY users call 1-800-523-2847).

Davis Vision is an independent company. It's solely responsible for providing vision care services not listed here to UAW Retiree Medical Benefits Trust members. It does not provide Blue Cross Blue Shield of Michigan products or services to Trust members.

Original Medicare doesn't cover routine eye exams for eyeglasses/contacts.

Services covered by BCN Advantage include:

- 1 routine eye exam per 12 months when administered as part of a medical exam only.
- Outpatient physician services for the diagnosis and treatment of diseases and injuries of the eye, including treatment for age-related macular degeneration.
- For people with diabetes, screening for diabetic retinopathy is covered once per year.
- One pair of eyeglasses or contact lenses after each cataract surgery that includes insertion of an intraocular lens. (If you have two separate cataract operations, you can't reserve the benefit after the first surgery and purchase two eyeglasses after the second surgery.)

- \$15 copay for routine eye exam with PCP.
- \$25 copay for routine eye exam with a specialist.
- \$25 copay for the diagnosis and treatment of diseases and injuries of the eye, including treatment for age related macular degeneration or cataracts.
- Protected members: \$15 copay for a specialist visit.
- Not subject to deductible.

Diabetic eye exam (one per 12 months)

- Plan pays 100% of the approved amount.
- Not subject to deductible.

Post-Cataract Eyewear

- Plan pays 100% of the approved amount.
- Not subject to deductible.
- If you get other services during the visit, out-of-pocket costs may apply.



Welcome to Medicare preventive visit

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

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

- Plan pays 100% of the approved amount.
- An office visit copay may apply if the covered service (e.g., diagnostic test) is outside the scope of the Welcome to Medicare preventive visit.

Worldwide Coverage

If you need care when you're outside of the U.S. and its territories, you have coverage for emergency services, urgently needed services, and emergency transportation.

In general, health care you get while traveling outside the U.S. and its territories is limited to:

- Urgently needed services (services you require in order to avoid the likely onset of an emergency medical condition).
- Emergency care (treatment needed immediately because any delay would mean risk of permanent damage to your health).
- You have coverage for worldwide emergency transportation (transportation needed immediately because a delay would mean risk of permanent damage to your health).

Services not covered while traveling outside the U.S. and its territories:

- By federal law, BCN Advantage can't cover prescription drugs you purchase outside the U.S. and its territories.
- Maintenance dialysis.

- Play pays 100% of the approved amount.
- Not subject to deductible.

There is a combined \$50,000 lifetime limit that applies to both urgent and emergent medical care and emergency transportation outside the U.S. and its territories.

BCN Advantage has limited coverage for health care services outside the U.S. and its territories. You may choose to buy a travel insurance policy to get more coverage.

Point-of-Service Benefit

Point-of-Service Benefit Services

Inside the United States, including the District of

Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Northern Mariana Islands.

If you need care when you're outside of Michigan, but inside the United States, our point-of-service benefit (offered through the nationwide network of Blue Plan Providers via Blue Cross and Blue Shield Association) allows you to get routine and follow-up care as necessary from providers who participate with Blues plans.

In most cases, we don't cover durable medical equipment, lab services and specialty drugs provided by out-of-state providers unless the member is traveling outside of Michigan.

We don't cover out-of-state non-Medicare-covered transportation services.

To locate participating doctors, facilities, labs, and durable medical equipment providers outside of Michigan, 1-800-222-5992, 8 am to 5:30 pm Eastern time, Monday through Friday. TTY users, call 711.

What you pay

When you use the nationwide network of Blue Plan Providers benefit, your applicable cost-sharing will be the same as described in the Medical Benefits Chart above. The specialist copay amount applies to both primary care provider and specialist visits outside of your network service area. The cost of the service, on which your liability (copayment) is based, is the Medicare allowable amount for covered service.

If you know you'll need care when you're traveling, you need to coordinate care with your primary care provider prior to traveling out-of-state.

Care received through our point-of-service benefit will not count toward your maximum out-of-pocket.

The only services we always cover without an authorization are medical emergencies and urgently needed services.

Authorization rules may apply.

SECTION 3 What services aren't covered by the plan?

Section 3.1 Services we don't cover (exclusions)

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

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

If you get services that are excluded (not covered), you must pay for them yourself except under the specific conditions listed below. Even if you get the excluded services at an emergency facility, the excluded services are still not covered, and our plan won't pay for them. The only exception is if the service is appealed and decided upon appeal to be a medical service that we should have paid for or covered because of your specific situation. (For information about appealing a decision we have made to not cover a medical service, go to Chapter 7, Section 5.3).

Services not covered by Medicare	Covered only under specific conditions
Acupuncture	Available for people with chronic low back pain under certain circumstances.
Cosmetic surgery or procedures	Covered in cases of an accidental injury or for improvement of the functioning of a malformed body member. Covered for all stages of reconstruction for a
	breast after a mastectomy, as well as for the unaffected breast to produce a symmetrical appearance.
Custodial care	Not covered under any condition
Custodial care is personal care that	
doesn't require the continuing attention	
of trained medical or paramedical	
personnel, such as care that helps you	
with activities of daily living, such as	
cleaning, cooking, bathing, or dressing	

Services not covered by Medicare	Covered only under specific conditions
Experimental medical and surgical	May be covered by Original Medicare under a
procedures, equipment, and medications	Medicare-approved clinical research study or
, , , , ,	by our plan.
Experimental procedures and items are	
those items and procedures determined	(Go to Chapter 3, Section 5 for more
by Original Medicare to not be generally	information on clinical research studies)
accepted by the medical community.	
Fees charged for care by your immediate	Not covered under any condition
relatives or members of your household	
Full-time nursing care in your home	Not covered under any condition
Hearing aid batteries, repairs, adjustments	Not covered under any condition
or reconfigurations	
Home-delivered meals	 Available to members engaged with a Blue Cross Coordinated Care nurse, and discharged from a medical or surgical hospital or behavioral health admission within the past 30 days. This program offers 14 days of meals (28 meals). Observation stays, rehabilitation facilities or outpatient stays aren't eligible.
Homemaker services include basic household help, including light housekeeping or light meal preparation	Not covered under any condition
Naturopath services (uses natural or	Not covered under any condition
alternative treatments)	•
Non-routine dental care	Dental care required to treat illness or injury may be covered as inpatient or outpatient care.
Orthopedic shoes or supportive devices for the feet	Shoes that are part of a leg brace and are included in the cost of the brace. Orthopedic or therapeutic shoes for people with diabetic foot disease.
Personal items in your room at a hospital or a skilled nursing facility, such as a telephone or a television	Not covered under any condition
Private room in a hospital.	Covered only when medically necessary.
Reversal of sterilization procedures and or	Not covered under any condition
non-prescription contraceptive supplies	-

Services not covered by Medicare	Covered only under specific conditions
Routine chiropractic care	Manual manipulation of the spine to correct a subluxation is covered.
Radial keratotomy, LASIK surgery, and other low vision aids	Not covered under any condition
Routine dental care, such as cleanings, fillings, or dentures	Not covered under any condition
Routine foot care	Some limited coverage provided according to Medicare guidelines (e.g., if you have diabetes).
Routine hearing exams, hearing aids, or exams to fit hearing aids	One standard hearing and exam are covered in full once every 36 months.
Services considered not reasonable and necessary, according to Original Medicare standards	Not covered under any condition
X-rays for chiropractic care	Not covered under any condition

CHAPTER 5: Asking us to pay our share of a bill for covered me

SECTION 1 Situations when you should ask us to pay our share for covered services

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

There may also be times when you get a bill from a provider for the full cost of medical care you got or for more than your share of cost sharing. First refer to your Explanation of Benefits (EOB) and try to resolve the bill with the provider. If that doesn't work, send the bill to us instead of paying it. We'll look at the bill and decide whether the services should be covered. If we decide they should be covered, we'll pay the provider directly. If we decide not to pay it, we'll notify the provider. You should never pay more than plan-allowed cost-sharing. If this provider is contracted, you still have the right to treatment.

Examples of situations in which you may need to ask our plan to pay you back or to pay a bill you got:

1. When you got medical care from a provider who isn't in our plan's network

Outside the service area, you can get emergency or urgently needed services from any provider, whether or not the provider is a part of our network. You are only responsible for paying your share of the cost for:

- Emergency providers are legally required to provide emergency care. You're only responsible for paying your share of the cost for emergency or urgently needed services. If you pay the entire amount yourself at the time you get 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 made.
- You may get a bill from the provider asking for payment you think you don't owe.
 Send us this bill, along with documentation of any payments you already made.
 - o If the provider is owed anything, we'll pay the provider directly.

- If you already paid more than your share of the cost of the service, we'll
 determine how much you owed and pay you back for our share of the cost.
- While you can get your care from an out-of-network provider, the provider must be
 eligible to participate in Medicare. Except for emergency care, we can't pay a
 provider who isn't eligible to participate in Medicare. If the provider isn't eligible to
 participate in Medicare, you'll be responsible for the full cost of the services you got.

2. When a network provider sends you a bill you think you shouldn't pay

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

- You only have to pay your cost-sharing amount when you get covered services. We
 don't 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's a dispute and we don't pay certain provider charges.
- Whenever you get a bill from a network provider you think is more than you should pay, send us the bill. We'll contact the provider directly and resolve the billing problem.
- If you already paid a bill to a network provider, but you feel that you paid too much, send us the bill along with documentation of any payment you have made and ask us to pay you back the difference between the amount you paid and the amount you owed under our plan.

3. If you're retroactively enrolled in our plan

Sometimes a person's enrollment in our plan is retroactive. (This means that the first day of their enrollment has already passed.)

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

When you send us a request for payment, we'll review your request and decide whether the service should be covered. This is called making a coverage decision. If we decide it should be covered, we'll pay for our share of the cost for the service. If we deny your request for payment, you can appeal our decision. Chapter 7 has information about how to make an appeal.

SECTION 2 How to ask us to pay you back or pay a bill you got

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

To make sure you're 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'll help us process the information faster.
 - The following information is necessary to help us process your claim if you don't use the claim form:
 - Enrollee/member ID
 - Name of Patient
 - Date(s) of service
 - Who provided the service (doctor or facility name), phone number, Tax
 ID and National Provider Identifier (or NPI)
 - Amount charged for each service
 - Procedure code (the description of service) AND diagnosis code (the reason for the visit)
 - Proof of payment (i.e., an itemized statement from your provider that shows the amount paid. Cash register receipts and canceled checks are accepted as proof of payment in certain cases. Money orders and personal itemizations aren't accepted as proof of payment.)
- Download a copy of the form from our website (<u>www.bcbsm.com/uawtrust</u>) or call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time and ask for the form.

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

Member Reimbursements – G802 Blue Care Network P.O. Box 68767 Grand Rapids, MI 49516-8767

SECTION 3 We'll consider your request for payment and say yes or no

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

- If we decide the medical care is covered and you followed all the rules, we'll pay for our share of the cost. If you already paid for the service, we'll mail your reimbursement of our share of the cost to you. If you haven't paid for the service yet, we'll mail the payment directly to the provider.
- If we decide the medical care isn't covered, or you did *not* follow all the rules, won't pay for our share of the cost. We'll send you a letter explaining the reasons why we aren't sending the payment and your right to appeal that decision.

Section 3.1 If we tell you we won't pay for all or part of the medical care, you can make an appeal

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

CHAPTER 6: Your rights and responsibilities

SECTION 1 Our plan must honor your rights and cultural sensitivities

Section 1.1

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

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

Our plan has free interpreter services available to answer questions from non-English speaking members. We can also give you information in in large print, or other alternate formats at no cost if you need it. We're required to give you information about the plan's benefits in a format that's accessible and appropriate for you. To get information from us in a way that works for you, call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time.

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

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

If you have any trouble getting information from our plan in a format that's accessible and appropriate for you, seeing a women's health specialist or finding a network specialist, call to file a grievance with Customer Service at 1-800-222-5992 between 8 am and 5:30 pm, Eastern time, Monday through Friday. TTY users should call 711. You can also file a complaint with Medicare by calling 1-800-MEDICARE (1-800-633-4227) or directly with the Office for Civil Rights 1-800-368-1019 or TTY 1-800-537-7697.

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

You have the right to choose a primary care provider (PCP) in our plan's network to provide and arrange for your covered services. We don't require you to get referrals to go to network providers.

You have the right to get appointments and covered services from our 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 you aren't getting your medical care within a reasonable amount of time, Chapter 7 tells what you can do.

Section 1.3 We are responsible for the evaluation of medical technology

The Medical Policy Administration of Blue Cross Blue Shield of Michigan and the Care Management Department of Blue Care Network of Michigan are responsible for the evaluation of new technologies and the applications of existing technologies, and the development of coverage recommendations. This process includes, but isn't limited to, the following areas for potential new technologies: medical procedures and services, medical devices, surgical procedures, behavioral health procedures, and pharmaceuticals.

Section 1.4 We must protect the privacy of your personal health information

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

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

How do we protect the privacy of your health information?

- We make sure that unauthorized people don't see or change your records.
- Except for the circumstances noted below, if we intend to give your health information
 to anyone who isn't providing your care or paying for your care, we are required to get
 written permission from you or someone you've given legal power to make decisions for
 you first.

- There are certain exceptions that don't require us to get your written permission first. These exceptions are allowed or required by law.
 - We're required to release health information to government agencies that are checking on quality of care.
 - Because you're a member of our plan through Medicare, we're required to give Medicare your health information. If Medicare releases your information for research or other uses, this will be done according to federal statutes and regulations; typically, this requires that information that uniquely identifies you not be shared.

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

You have the right to look at your medical records held by our plan, and to get a copy of your records. We're 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'll 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 aren't routine.

If you have questions or concerns about the privacy of your personal health information, please call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time.

Blue Cross® Blue Shield® of Michigan Blue Care Network of Michigan

NOTICE OF PRIVACY PRACTICES

FOR MEMBERS OF OUR NONGROUP AND UNDERWRITTEN GROUP PLANS INCLUDING MEDICARE ADVANTAGE AND PRESCRIPTION DRUG PLANS

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Affiliated entities covered by this notice

This notice applies to the privacy practices of the following affiliated covered entities that may share your protected health information as needed for treatment, payment, and health care operations.

- Blue Cross Blue Shield of Michigan
- Blue Care Network of Michigan

Our commitment regarding your protected health information

We understand the importance of your Protected Health Information (hereafter referred to as "PHI") and follow strict polices (in accordance with state and federal privacy laws) to keep your PHI private. PHI is information about you, including demographic, race/ethnicity, language, gender identity and sexual orientation data, that can reasonably be used to identify you and that relates to your past, present or future physical or mental health, the provision of health care to you or the payment for that care. Our policies cover protection of your PHI whether oral, written, or electronic.

In this notice, we explain how we protect the privacy of your PHI, and how we'll allow it to be used and given out ("disclosed"). We must follow the privacy practices described in this notice while it's in effect. This notice takes effect September 30, 2016, and will remain in effect until we replace or modify it.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided that applicable law permits such changes. These revised practices will apply to your PHI regardless of when it was created or received. Before we make a material change to our privacy practices, we'll provide a revised notice to our subscribers.

Where multiple state or federal laws protect the privacy of your PHI, we'll follow the requirements that provide greatest privacy protection. For example, when you authorize disclosure to a third party, state laws require BCBSM to condition the disclosure on the

recipient's promise to obtain your written permission to disclose your PHI to someone else.

Our uses and disclosures of protected health information

We may use and disclose your PHI for the following purposes without your authorization:

- To you and your personal representative: We may disclose your PHI to you
 or to your personal representative (someone who has the legal right to act for
 you).
- **For treatment**: We may use and disclose your PHI to health care providers (doctors, dentists, pharmacies, hospitals, and other caregivers) who request it in connection with your treatment. For example, we may disclose your PHI to health care providers in connection with disease and case management programs.
- **For Payment**: We may use and disclose your PHI for our payment-related activities and those of health care providers and other health plans, including:
 - Obtaining premium payments and determining eligibility for benefits
 - Paying claims for health care services that are covered by our health plan
 - Responding to inquiries, appeals and grievances
 - Coordinating benefits with other insurance you may have
- **For health care operations:** We may use and disclose your PHI for our health care operations, including for example:
 - Conducting quality assessment and improvement activities, including peer review, credentialing of providers and accreditation
 - Performing outcome assessments and health claims analyses
 - Preventing, detecting, and investigating fraud and abuse
 - Underwriting, rating, and reinsurance activities (although we're prohibited from using or disclosing any genetic information for underwriting purposes)
 - Coordinating case and disease management activities
 - Communicating with you about treatment alternatives or other health-related benefits and services
 - Performing business management and other general administrative activities, including systems management and Customer Service

We may also disclose your PHI to other providers and health plans who have a relationship with you for certain health care operations. For example, we may disclose your PHI for their quality assessment and improvement activities or for health care fraud and abuse detection.

Note: We will not use race/ethnicity, language, gender identity and sexual orientation information for underwriting and denial of services, coverage and benefits, as applicable.

- To others involved in your care: We may, under certain circumstances, disclose to a
 member of your family, a relative, a close friend or any other person you identify, the
 PHI directly relevant to that person's involvement in your health care or payment for
 health care. For example, we may discuss a claim decision with you in the presence of
 a friend or relative, unless you object.
- When required by law: We'll use and disclose your PHI if we're required to do so by law. For example, we'll use and disclose your PHI in responding to court and administrative orders and subpoenas, and to comply with workers' compensation laws. We'll disclose your PHI when required by the Secretary of the Department of Health and Human Services and state regulatory authorities.
- **For matters in the public interest:** We may use or disclose your PHI without your written permission for matters in the public interest, including for example:
 - Public health and safety activities, including disease and vital statistic reporting, child abuse reporting, and Food and Drug Administration oversight
 - Reporting adult abuse, neglect, or domestic violence
 - Reporting to organ procurement and tissue donation organizations
 - Averting a serious threat to the health or safety of others
- **For research**: We may use and disclose your PHI to perform select research activities, provided that certain established measures to protect your privacy are in place.
- To communicate with you about health-related products and services: We may use your PHI to communicate with you about health-related products and services that we provide or are included in your benefits plan. We may use your PHI to communicate with you about treatment alternatives that may be of interest to you.
 - These communications may include information about the health care providers in our networks, about replacement of or enhancements to your health plan, and about health-related products or services that are available only to our enrollees and add value to your benefits plan.
- **To our business associates**: From time to time, we engage third parties to provide various services for us. Whenever an arrangement with such a third party involves the use or disclosure of your PHI, we'll have a written contract with that third party designed to protect the privacy of your PHI. For example, we may share your information with business associates who process claims or conduct disease management programs on our behalf.
- **To group health plans and plan sponsors**: We participate in an organized health care arrangement with our underwritten group health plans. These plans, and the

employers or other entities that sponsor them, receive PHI from us in the form of enrollment information (although we're prohibited from using or disclosing any genetic information for underwriting purposes). Certain plans and their sponsors may receive additional PHI from BCBSM and BCN. Whenever we disclose PHI to plans or their sponsors, they must follow applicable laws governing use and disclosure of your PHI including amending the plan documents for your group health plan to establish the limited uses and disclosures it may make of your PHI.

You may give us written authorization to use your PHI or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation won't affect any use or disclosure permitted by your authorization while it was in effect. Some uses and disclosures of your PHI require a signed authorization:

- For marketing communications: Uses and disclosures of your PHI for marketing communications won't be made without a signed authorization except where permitted by law.
- **Sale of PHI**: We won't sell your PHI without a signed authorization except where permitted by law.
- **Psychotherapy notes**: To the extent (if any) that we maintain or receive psychotherapy notes about you, disclosure of these notes won't be made without a signed authorization except where permitted by law.

Any other use or disclosure of your protected health information, except as described in this Notice of Privacy Practices, won't be made without your signed authorization.

Disclosures you may request

You may instruct us, and give your written authorization, to disclose your PHI to another party for any purpose. We require your authorization to be on our standard form. To obtain the form, call the customer service number on the back of your membership card or call 1-313-225-9000.

Individual rights

You have the following rights. To exercise these rights, you must make a written request on our standard forms. To obtain the forms, call the customer service number on the back of your membership ID card or call 1-313-225-9000. These forms are also available online at www.bcbsm.com.

- Access: With certain exceptions, you have the right to look at or receive a copy of your PHI contained in the group of records that are used by or for us to make decisions about you, including our enrollment, payment, claims adjudication, and case or medical management notes. We reserve the right to charge a reasonable cost-based fee for copying and postage. You may request that these materials be provided to you in written form or, in certain circumstances, electronic form. If you request an alternative format, such as a summary, we may charge a cost-based fee for preparing the summary. If we deny your request for access, we'll tell you the basis for our decision and whether you have a right to further review.
- **Disclosure accounting**: You have the right to an accounting of disclosures we, or our business associates, have made of your PHI in the six years prior to the date of your request. We aren't required to account for disclosures we made before April 14, 2003, or disclosures to you, your personal representative or in accordance with your authorization or informal permission; for treatment, payment, and health care operations activities; as part of a limited data set; incidental to an allowable disclosure; or for national security or intelligence purposes; or to law enforcement or correctional institutions regarding persons in lawful custody.

You're entitled to one free disclosure accounting every 12 months upon request. We reserve the right to charge you a reasonable fee for each additional disclosure accounting you request during the same 12-month period.

- **Restriction requests**: You have the right to request that we place restrictions on the way we use or disclose your PHI for treatment, payment, or health care operations. We aren't required to agree to these additional restrictions; but if we do, we'll abide by them (except as needed for emergency treatment or as required by law) unless we notify you that we're terminating our agreement.
- **Amendment**: You have the right to request that we amend your PHI in the set of records we described above under Access. If we deny your request, we'll provide you with a written explanation. If you disagree, you may have a statement of your disagreement placed in our records. If we accept your request to amend the information, we'll make reasonable efforts to inform others, including individuals you name, of the amendment.
- Confidential communication: We communicate decisions related to payment and benefits, which may contain PHI, to the subscriber. Individual members who believe that this practice may endanger them may request that we communicate with them using a reasonable alternative means or location. For example, an individual member may request that we send an Explanation of Benefits to a post office box instead of to the subscriber's address. To request confidential communications, call the customer service number on the back of your membership ID card or 1-313-225-9000.
- **Breach notification**: In the event of a breach of your unsecured PHI, we'll provide you with notification of such a breach as required by law or where we otherwise deem appropriate.

Questions and complaints

If you want more information about our privacy practices, or a written copy of this notice, please contact us at:

Blue Cross Blue Shield of Michigan 600 E. Lafayette Blvd., MC 1302 Detroit, MI 48226-2998 Attn: Privacy Official

Telephone: 1-313-225-9000

For your convenience, you may also obtain an electronic (downloadable) copy of this notice online at **www.bcbsm.com**.

If you're concerned that we may have violated your privacy rights, or you believe that we have inappropriately used or disclosed your PHI, call us at 1-800-552-8278. You also may complete our Privacy Complaint form online at www.bcbsm.com.

You also may submit a written complaint to the U.S. Department of Health and Human Services. We'll provide you with their address to file your complaint upon request. We support your right to protect the privacy of your PHI. We won't retaliate in any way if you file a complaint with us or with the U.S. Department of Health and Human Services.

Last Review Date: 7/31/2025

Section 1.5 We must give you information about our plan, our network of providers, and your covered services

As a member of BCN Advantage, you have the right to get several kinds of information from us.

If you want any of the following kinds of information, please call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time:

- **Information about our plan.** This includes, for example, information about the plan's financial condition.
 - **Information about our network providers.** You have the right to get information about the qualifications of the providers and pharmacies in our network and how we pay the providers in our network.
- Information about your coverage and the rules you must follow when using your coverage. Chapters 3 and 4 provide information regarding medical services.

• Information about why something isn't covered and what you can do about it. Chapter 7 provides information on asking for a written explanation on why a medical service isn't covered or if your coverage is restricted. Chapter 7 also provides information on asking us to change a decision, also called an appeal.

Section 1.6 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 care

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

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

- **To know about all your choices.** You have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by our plan.
- **To know about the risks.** You have the right to be told about any risks involved in your care. You must be told in advance if any proposed medical care or treatment is part of a research experiment. You always have the choice to refuse any experimental treatments.
- The right to say "no." You have the right to refuse any recommended treatment. This includes the right to leave a hospital or other medical facility, even if your doctor advises you not to leave. If you refuse treatment, you accept full responsibility for what happens to your body as a result.

You have the right to give instructions about what's to be done if you can't 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're in this situation. This means, *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.

Legal documents you can use to give your directions in advance of these situations are called **advance directives**. Documents like a **living will** and **power of attorney for health care** are examples of advance directives.

How to set up an advance directive to give your instructions:

- Get a form. You can get an advance directive form from your lawyer, a social worker, or some office supply stores. You can sometimes get advance directive forms from organizations that give people information about Medicare. You can also call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am 5:30 pm Eastern time to ask for the forms.
- **Fill out the form and sign it.** No matter where you get this form, it's a legal document. Consider having a lawyer help you prepare it.
- **Give copies of the form to the right people.** Give a copy of the form to your doctor and to the person you name on the form who makes decisions for you if you can't. You may want to give copies to close friends or family members. Keep a copy at home.

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

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

Filling out an advance directive is your choice (including whether you want to sign one if you're in the hospital). According to law, no one can deny you care or discriminate against you based on whether or not you signed an advance directive.

If your instructions aren't 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:

Visit www.michigan.gov/lara and click File a complaint.

To file a complaint against a hospital or other health care facility contact:

Department of Licensing & Regulatory Affairs

Bureau of Community and Health Systems – Health Facility Complaints P.O. Box 30664 Lansing, MI 48909-8170 **Call:** 1-800-882-6006, 8 am to 5 pm Monday through Friday. TTY users call 711.

Email: BCHS-Complaints@michigan.gov

Fax: 1-517-335-7167

To file a complaint against a doctor, nurse or any medical professional licensed with the state, contact:

Bureau of Professional Licensing Investigations and Inspections Division

P.O. Box 30670

Lansing, MI 48909-8170

Call: 1-517-241-0205, 8 am to 5 pm Monday through Friday. TTY users call 711.

Email: <u>BPL-Complaints@michigan.gov</u> **Fax**: 1-517-241-2389 (Attn: Complaint Intake)

Section 1.7 You have the right to make complaints and to ask us to reconsider decisions we made

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

Section 1.8 If you believe you're being treated unfairly ,or your rights aren't being respected

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

If you believe you've been treated unfairly or your rights haven't been respected *and* it's *not* about discrimination, you can get help dealing with the problem you're having from these places:

- Call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am 5:30 pm Eastern time.
- You can call the SHIP. For details, go to Chapter 2, Section 3.
- **Call Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

Section 1.9 How to get more information about your rights

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

- You can call Customer Service.
- You can **call the SHIP**. For details, go to Chapter 2, Section 3.
- You can contact **Medicare**.
 - Visit <u>www.Medicare.gov</u> to read or download the publication <u>Medicare Rights</u> & <u>Protections</u>. (available at: <u>www.Medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf</u>)
 - o Call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY, 1-877-486-2048.

SECTION 2 Your responsibilities as a member of our plan

Things you need to do as a member of our plan are listed below. For questions, please call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time.

- Get familiar with your covered services and the rules you must follow to get these
 covered services. Use this Evidence of Coverage to learn what's covered and the rules
 you need to follow to get covered services.
 - Chapters 3 and 4 give details about medical services.
- If you have any other health coverage in addition to our plan, or separate drug coverage, you're required to tell us.
- Tell your doctor and other health care providers that you're enrolled in our plan. Show our plan membership card whenever you get your medical care.
- Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.
 - To help get the best care, tell your doctors and other health providers about your health problems. Follow the treatment plans and instructions you and your doctors agree on.
 - Make sure your doctors know all the drugs you're taking, including over-thecounter drugs, vitamins, and supplements.
 - o If you have questions, be sure to ask and get an answer you can understand.
- **Be considerate.** We expect 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're responsible for these payments:
 - You must continue to pay your Medicare Part B premium to stay a member of our plan.
 - For some of your medical services covered by our plan, you must pay your share of the cost when you get the service.
- If you move within our plan service area, we need to know so we can keep your membership information up to date and know how to contact you.
- If you move outside of our plan service area, you can't stay a member of our plan.
- If you are considering moving outside of the plan service area, you must immediately contact Retiree Health Care Connect (RHCC) at 1-866-637-7555.
- If you move, it's also important to tell Social Security.

CHAPTER 7: If you have a problem or complaint (coverage decisions, appeals, complaints)

SECTION 1 What to do if you have a problem or concern

This chapter explains 2 types of processes for handling problems and concerns:

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

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

The information in this chapter will help you identify the right process to use and what you to do.

Section 1.2 Legal terms

There are legal terms for some of the rules, procedures, and types of deadlines explained in this chapter. Many of these terms are unfamiliar to most people. To make things easier, this chapter uses more familiar words in place of some legal terms.

However, it's sometimes important to know the correct legal terms. To help you know which terms to use to get the right help or information, we include these legal terms when we give details for handling specific situations.

SECTION 2 Where to get more information and personalized help

We're always available to help you. Even if you have a complaint about our treatment of you, we're obligated to honor your right to complain. You should always call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time, for help. In some situations, you may also want help or guidance from someone who isn't connected with us. Two organizations that can help are:

State Health Insurance Assistance Program (SHIP)

Each state has a government program with trained counselors. The program isn't 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're having. They can also answer questions, give you more information, and offer guidance on what to do.

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

Medicare

You can also contact Medicare for help:

- Call 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048.
- Visit <u>www.Medicare.gov</u>.

SECTION 3 Which process to use for your problem

Is your problem or concern about your benefits or coverage?

This includes problems about whether medical care (medical items, services and/or Part B drugs) are covered or not, the way they're covered, and problems related to payment for medical care.

Yes.

Go to Section 4, A guide to coverage decisions and appeals.

No.

Go to Section 9, How to make a complaint about quality of care, waiting times, customer service or other concerns.

COVERAGE DECISIONS AND APPEALS

SECTION 4 A guide to coverage decisions and appeals

Coverage decisions and appeals deal with problems related to your benefits and coverage for your medical care (services, items and Part B drugs, including payment). To keep things

simple, we generally refer to medical items, services and Medicare Part B drugs as **medical care**. You use the coverage decision and appeals process for issues such as whether something is covered or not and the way in which something is covered.

Asking for coverage decisions before you get services

If you want to know if we'll cover a medical care before you get it, you can ask us to make a coverage decision for you. A coverage decision is a decision we make about your benefits and coverage or about the amount we'll pay for your medical care. For example, our plan network doctor refers you to a medical specialist not inside the network, this referral is considered a favorable coverage decision unless either your network doctor can show that you got a standard denial notice for this medical specialist, or the Evidence of Coverage makes it clear that the referred service is never covered under any condition. You or your doctor can also contact us and ask for a coverage decision if your doctor is unsure whether we'll cover a particular medical service or refuses to provide medical care you think you need.

In limited circumstances a request for a coverage decision will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is invalid if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a coverage decision, we'll send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

We're making a coverage decision whenever we decide what's covered for you and how much we pay. In some cases, we might decide medical care isn't covered or is no longer covered for you. If you disagree with this coverage decision, you can make an appeal.

Making an appeal

If we make a coverage decision, whether before or after you get a benefit, and you aren't satisfied, you can "appeal" the decision. An appeal is a formal way of asking us to review and change a coverage decision we made. Under certain circumstances, you can ask for an expedited or fast appeal of a coverage decision. Your appeal is handled by different reviewers than those who made the original decision.

When you appeal a decision for the first time, this is called a Level 1 appeal. In this appeal, we review the coverage decision we made to check to see if we properly followed the rules. When we have complete the review, we give you our decision.

In limited circumstances a request for a Level 1 appeal will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is invalid if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a Level 1 appeal, we'll

send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

If we say no to all or part of your Level 1 appeal for medical care, your appeal will automatically go on to a Level 2 appeal conducted by an independent review organization not connected to us.

- You don't need to do anything to start a Level 2 appeal. Medicare rules require we automatically send your appeal for medical care to Level 2 if we don't fully agree with your Level 1 appeal.
- Go to Section 5.4 of this chapter for more information about Level 2 appeals for medical care.

If you aren't satisfied with the decision at the Level 2 appeal, you may be able to continue through additional levels of appeal (this chapter explains the Level 3, 4, and 5 appeals processes).

Section 4.1 Get help when asking for a coverage decision or making an appeal

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

- Call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am 5:30 pm Eastern time.
- Get free help from your State Health Insurance Assistance Program.
- Your doctor can make a request for you. If your doctor helps with an appeal past Level 2, they will need to be appointed as your representative. Please call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am 5:30 pm Eastern time, and ask for the Appointment of Representative form. (The form is also available at www.CMS.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf).
 - For medical care or Part B drugs, your doctor can ask for a coverage decision or a Level 1 appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2.
- You can ask someone to act on your behalf. You can name another person to act for you as your representative to ask for a coverage decision or make an appeal.
 - If you want a friend, relative, or another person to be your representative, call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am 5:30 pm Eastern time, and ask for the *Appointment of Representative* form. (The form is also available at www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf). This form gives that person permission to

- act on your behalf. It must be signed by you and by the person you want to act on your behalf. You must give us a copy of the signed form.
- We can accept an appeal request from a representative without the form, but we can't begin or complete our review until we get it. If we don't get the form before our deadline for making a decision on your appeal, your appeal request will be dismissed. If this happens, we'll send you a written notice explaining your right to ask the independent review organization to review our decision to dismiss your appeal.
- You also have the right to hire a lawyer. You can contact your own lawyer or get the
 name of a lawyer from your local bar association or other referral service. There are
 groups that will give you free legal services if you qualify. However, you aren't
 required to hire a lawyer to ask for any kind of coverage decision or appeal a
 decision.

Section 4.2 Rules and deadlines for your different situations

There are 3 different situations that involve coverage decisions and appeals. Each situation has different rules and deadlines. We give the details for each one of these situations in this chapter:

- **Section 5** Medical care: How to ask for a coverage decision or make an appeal
- **Section 6** How to ask us to cover a longer inpatient hospital stay if you think you're being discharged too soon
- **Section 7** How to ask us to keep covering certain medical services if you think your coverage is ending too soon (Applies only to these services: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services)

If you're not sure which information applies to you, call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time. You can also get help or information from your SHIP.

SECTION 5 Medical care: How to ask for a coverage decision or make an appeal

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

Your benefits for medical care are described in Chapter 4 in the Medical Benefits. In some cases, different rules apply to ask for a Part B drug. In those cases, we'll explain how the rules for Part B drugs are different from the rules for medical items and services.

This section tells what you can do if you're in any of the 5 following situations:

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

Note: If the coverage that will be stopped is for hospital care, home health care, skilled nursing facility care, or Comprehensive Outpatient Rehabilitation Facility (CORF) services, go to Sections 6 and 7 of this Chapter. Special rules apply to these types of care.

Section 5.2 How to ask for a coverage decision

(how to ask our plan to authorize or provide the medical care coverage you want)

Legal Terms:

A coverage decision that involves your medical care is called an **organization determination**.

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

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

A "standard coverage decision" is usually made within 7 calendar days when the medical item or service is subject to our prior authorization rules, 14 calendar days for all other medical items and services, or 72 hours for Part B drugs. A fast coverage decision is generally made within 72 hours, for medical services, or 24 hours for Part B drugs. To get a fast coverage decision, you must meet 2 requirements:

- You may only ask for coverage for medical care items and/or services (not requests for payment for items and/or services you already got).
- 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 regain function.

- If your doctor tells us that your health requires a fast coverage decision, we'll 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'll decide whether your health requires that we give you a fast coverage decision. If we don't approve a fast coverage decision, we'll send you a letter that:
 - Explains that we'll use the standard deadlines
 - Explains if your doctor asks for the fast coverage decision, we'll automatically give you a fast coverage decision
 - Explains that you can file a fast complaint about our decision to give you a standard coverage decision instead of the fast coverage decision you asked for.

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

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

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

For standard coverage decisions we use the standard deadlines.

This means we'll give you an answer within 7 calendar days after we get your request for a medical item or service that is subject to our prior authorization rules. If your requested medical item or service is not subject to our prior authorization rules, we'll give you an answer within 14 calendar days after we receive get your request. If your request is for a Part B drug, we'll give you an answer within 72 hours after we get your request.

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

For fast coverage decisions we use an expedited timeframe.

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

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

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

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

Section 5.3 How to make a Level 1 Appeal

Legal Terms:

An appeal to our plan about a medical care coverage decision is called a plan **reconsideration.**

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

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

A standard appeal is usually made within 30 calendar days or 7 calendar days for Part B drugs. A fast appeal is generally made within 72 hours.

- If you're appealing a decision we made about coverage for care, you and/or your doctor need to decide if you need a fast appeal. If your doctor tells us that your health requires a fast appeal, we'll give you a fast appeal.
- The requirements for getting a fast appeal are the same as those for getting a fast coverage decision in Section 5.2 of this chapter.

Step 2: Ask our plan for an appeal or a fast appeal

- If you're asking for a standard appeal, submit your standard appeal in writing. You may also ask for an appeal by calling us. Chapter 2 has contact information.
- If you're asking for a fast appeal, make your appeal in writing or call us. Chapter 2 has contact information.
- You must make your appeal request within 65 calendar days from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for asking for an appeal.
- You can ask for a copy of the information regarding your medical decision.
 You and your doctor may add more information to support your appeal.

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

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

Deadlines for a fast appeal

- For fast appeals, we must give you our answer within 72 hours after we get your appeal. We'll give you our answer sooner if your health requires us to.
 - o If you ask for more time, or if we need more information that may benefit you, **we can take up to 14 more calendar days** if your request is for a medical item or service. If we take extra days, we'll tell you in writing. We can't take extra time if your request is for a Part B drug.
 - If we don't give you an answer within 72 hours (or by the end of the
 extended time period if we took extra days), we're required to
 automatically send your request on to Level 2 of the appeals process,
 where it will be reviewed by an independent review organization. Section
 5.4 explains the Level 2 appeal process.
- If our answer is yes to part or all of what you asked for, we must authorize or provide the coverage we agreed to provide within 72 hours after we get your appeal.
- If our answer is no to part or all of what you asked for, we'll send you our decision in writing and automatically forward your appeal to the independent

review organization for a Level 2 appeal. The independent review organization notify you in writing when it gets your appeal.

Deadlines for a standard appeal

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

Section 5.4 The Level 2 appeal process

Legal Term:

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

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

Step 1: The independent review organization reviews your appeal.

We'll send the information about your appeal to this organization. This
information is called your case file. You have the right to ask us for a copy of
your case file.

- You have a right to give the independent review organization additional information to support your appeal.
- Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.

If you had a fast appeal at Level 1, you'll also have a fast appeal at Level 2

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

If you had a standard appeal at Level 1, you'll also have a standard appeal at Level 2

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

Step 2: The independent review organization gives you its answer.

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

- If the independent review organization says yes to part or all of a request for a medical item or service, we must authorize the medical care coverage within 72 hours or provide the service within 14 calendar days after we get the decision from the independent review organization for standard requests. For expedited requests, we have 72 hours from the date we get the decision from the independent review organization.
- If the independent 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 within 72 hours after we get the decision from the independent review organization for standard requests. For expedited requests we have 24 hours from the date we receive the decision from the review organization.

- If this organization says no to part or all of your appeal, it means they agree with us that your request (or part of your request) for coverage for medical care shouldn't be approved. (This is called **upholding the decision** or **turning down your appeal**). In this case, the independent review organization will send you a letter:
 - Explains its decision.
 - Lets you know about your right to a Level 3 appeal if the dollar value of the medical care coverage meets a certain minimum. The written notice you get from the independent review organization will tell you the dollar amount you must meet to continue the appeals process.
 - Tells you how to file a Level 3 appeal.

<u>Step 3:</u> If your case meets the requirements, you choose whether you want to take your appeal further.

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

Section 5.5 If you're asking us to pay you for our share of a bill you have received for medical care

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

Asking for reimbursement is asking for a coverage decision from us

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

- If we say yes to your request: If the medical care is covered and you followed all the rules, we'll send you the payment for the cost typically within 30 calendar days, but no later than 60 calendar days after we get your request. If you haven't paid for the medical care, we'll send the payment directly to the provider.
- If we say no to your request: If the medical care isn't covered, or you did *not* follow all the rules, we won't send payment. Instead, we'll send you a letter that says we won't pay for the medical care and the reasons why.

If you don't agree with our decision to turn you down, **you can make an appeal**. If you make an appeal, it means you're 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 in Section 5.3. For appeals concerning reimbursement, note:

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

SECTION 6 How to ask us to cover a longer inpatient hospital stay if you think you're being discharged too soon

When you're admitted to a hospital, you have the right to get your covered hospital services necessary to diagnose and treat your illness or injury.

During your covered hospital stay, your doctor and the hospital staff work with you to prepare for the day you leave the hospital. They'll 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 is decided, your doctor or the hospital staff will tell you.
- If you think you're being asked to leave the hospital too soon, you can ask for a longer hospital stay and your request will be considered.

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

Within 2 calendar days of being admitted to the hospital, you'll be given a written notice called *An Important Message from Medicare about Your Rights*. Everyone with Medicare gets a copy of this notice. If you don't get the notice from someone at the hospital (for example, a caseworker or nurse), ask any hospital employee for it. If you need help, please call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

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

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

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

- You or someone who is acting on your behalf will be asked to sign the notice.
- Signing the notice shows *only* that you have received the information about your rights. The notice does not give your discharge date. Signing the notice does not mean you're agreeing on a discharge date.
- **3. Keep your copy** of the notice handy so you'll have the information about making an appeal (or reporting a concern about quality of care) if you need it.
 - If you sign the notice more than two calendar days before your discharge date, you'll get another copy before you're scheduled to be discharged.
 - To look at a copy of this notice in advance, you can call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time or 1-800 MEDICARE (1-800-633-4227. TTY users call 1-877-486-2048. You can also see the notice online at www.CMS.gov/Medicare/forms-notices/beneficiary-notices-initiative/ffs-ma-im.

Section 6.2 How to make a Level 1 appeal to change your hospital discharge date

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

- Follow the process.
- Meet the deadlines.
- **Ask for help if you need it**. If you have questions or need help at any time, please call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday,

8 am – 5:30 pm Eastern time. Or call your State Health Insurance Assistance Program, a government organization that provides personalized help (Go to Chapter 2, Section 3).

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

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

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

How can you contact this organization?

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

Act quickly:

- To make your appeal, you must contact the Quality Improvement Organization *before* you leave the hospital and **no later than midnight the day of your discharge.**
 - If you meet this deadline, you can stay in the hospital after your discharge date without paying for it while you wait to get the decision from the Quality Improvement Organization.
 - o **If you don't meet this deadline, contact us**. If you decide to stay in the hospital after your planned discharge date, you may have to pay all the costs for hospital care you get after your planned discharge date.

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

You can get a sample of the **Detailed Notice of Discharge** by calling Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY users should call 1-877-486-2048). Or you can see a sample notice online at www.CMS.gov/Medicare/forms-notices/beneficiary-notices-initiative/ffs-ma-im.

<u>Step 2:</u> The Quality Improvement Organization conducts an independent review of your case.

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

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

What happens if the answer is yes?

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

What happens if the answer is no?

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

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

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

Section 6.3 How to make a Level 2 appeal to change your hospital discharge date

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

<u>Step 1:</u> 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 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 the information related to your appeal.

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

If the independent review organization says yes:

- We must reimburse you for our share of the costs of hospital care you have got 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's medically necessary.
- You must continue to pay your share of the costs and coverage limitations may apply.

If the independent review organization says no:

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

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

- There are 3 additional levels in the appeals process after Level 2 (for a total of 5 levels of appeal). If you want to go to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 9 in this chapter tells more about Levels 3, 4, and 5 of the appeals process.

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

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

When we decide it's time to stop covering any of the three types of care for you, we're required to tell you in advance. When your coverage for that care ends, we'll stop paying our share of the cost for your care.

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

Section 7.1 We'll tell you in advance when your coverage will be ending

Legal Term:

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

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

Section 7.2 How to make a Level 1 appeal to have our plan cover your care for a longer time

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

Follow the process.

- Meet the deadlines.
- Ask for help if you need it. If you have questions or need help at any time, please call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am 5:30 pm Eastern time. Or call your State Health Insurance Assistance Program, a government organization that provides personalized help (Go to Chapter 2, Section 3).

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

The **Quality Improvement Organization** is a group of doctors and other health care experts who are paid by the federal government to check on and improve the quality of care for people with Medicare. This includes reviewing plan decisions about when it's time to stop covering certain kinds of medical care. These experts aren't part of our plan.

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

How can you contact this organization?

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

Act quickly:

- You must contact the Quality Improvement Organization to start your appeal **by noon of the day before the effective date** on the *Notice of Medicare Non-Coverage*.
- If you miss the deadline, and you want to file an appeal, you still have appeal rights. Contact the Quality Improvement Organization using the contact information on the *Notice of Medicare Non-coverage*. The name, address, and phone number of the Quality Improvement Organization for your state may also be found in Chapter 2.

<u>Step 2:</u> The Quality Improvement Organization conducts an independent review of your case.

Legal Term:

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

What happens during this review?

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

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

What happens if the reviewers say yes?

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

What happens if the reviewers say no?

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

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

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

Section 7.3 How to make a Level 2 appeal to have our plan cover your care for a longer time

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

<u>Step 1:</u> Contact the Quality Improvement Organization again and ask for another review.

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

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

What happens if the independent review organization says yes?

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

What happens if the independent review organization says no?

- It means they agree with the decision made to your Level 1 appeal.
- The notice you get will tell you in writing what you can do if you want to continue with the review process. It will give you details about how to go to the next level of appeal, which is handled by an Administrative Law Judge or attorney adjudicator.

<u>Step 4:</u> If the answer is no, you need to decide whether you want to take your appeal further.

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

SECTION 8 Taking your appeal to Level 3, 4 and beyond

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

This section may be right for you if you made a Level 1 appeal and a Level 2 appeal, and both of your appeals were turned down.

If the dollar value of the item or medical service you 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 can't appeal any further. The written response you get to your Level 2 appeal will explain how to make a Level 3 appeal.

For most situations that involve appeals, the last 3 levels of appeal work in much the same way at the first 2 levels. Here's who handles the review of your appeal at each of these levels.

Level 3 appeal An Administrative Law Judge or an attorney adjudicator who works for the federal government will review your appeal and give you an answer.

- If the Administrative Law Judge or attorney adjudicator says yes to your appeal, the appeals process may or may not be over. Unlike a decision at a Level 2 appeal, we have the right to appeal a Level 3 decision that's favorable to you. If we decide to appeal it will go to a Level 4 appeal.
 - If we decide not to appeal, we must authorize or provide you with the medical care within 60 calendar days after we get the Administrative Law Judge's or attorney adjudicator's decision.
 - If we decide to appeal the decision, we'll send you a copy of the Level 4 appeal request with any accompanying documents. We may wait for the Level 4 appeal decision before authorizing or providing the medical care in dispute.
 - If the Administrative Law Judge or attorney adjudicator says no to your appeal, the appeals process *may* or *may not* be over.
 - o If you decide to accept the decision that turns down your appeal, the appeals process is over.
 - If you don't want to accept the decision, you can continue to the next level of the review process. The notice you get will tell you what to do for a Level 4 appeal.

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

- If the answer is yes, or if the Council denies our request to review a favorable Level 3 appeal decision, the appeals process may or may not be over. Unlike a decision at Level 2, we have the right to appeal a Level 4 decision that is favorable to you. We'll decide whether to appeal this decision to Level 5.
 - o If we decide *not* to appeal the decision, we must authorize or provide you with the medical care within 60 calendar days after getting the Council's decision.
 - o If we decide to appeal the decision, we'll 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.
 - o If you don't want to accept the decision, you may be able to continue to the next level of the review process. If the Council says no to your appeal, the notice you get will tell you whether the rules allow you to go on to a Level 5 appeal and how to continue with a Level 5 appeal.

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

• A judge will review all the information and decide *yes* or *no* to your request. This is a final answer. There are no more appeal levels after the federal District Court.

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

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

The complaint process is *only* used for certain types of problems. This includes problems related to quality of care, waiting times, and customer service. Here are examples of the kinds of problems handled by the complaint process.

Complaint	Example
Quality of your medical care	 Are you unhappy with the quality of the care you got (including care in the hospital)?
Respecting your privacy	Did someone disrespect your right to privacy or share confidential information?
Disrespect, poor customer service, or other negative behaviors	 Has someone been rude or disrespectful to you? Are you unhappy with our Customer Service? Do you feel you're being encouraged to leave our plan?

Complaint	Example
Waiting times	 Are you having trouble getting an appointment, or waiting too long to get it? Have you been kept waiting too long by doctors, pharmacists, or other health professionals? Or by our Customer Service or other staff at our plan? Examples include waiting too long on the phone, in the waiting or exam room, or getting a prescription.
Cleanliness	 Are you unhappy with the cleanliness or condition of a clinic, hospital, or doctor's office?
Information you get from us	Did we fail to give you a required notice?Is our written information hard to understand?
Timeliness (These types of complaints are all related to the timeliness of our actions about coverage decisions and appeals)	 If you already asked for a coverage decision or made an appeal, and you think we aren't responding quickly enough, you can make a complaint about our slowness. Here are examples: You asked us for a fast coverage decision or a fast appeal, and we said no; you can make a complaint. You believe we aren't meeting the deadlines for coverage decisions or appeals; you can make a complaint. You believe we aren't meeting deadlines for covering or reimbursing you for certain medical items or services or drugs that were approved; you can make a complaint. You believe we failed to meet required deadlines for forwarding your case to the independent review organization; you can make a complaint.

Section 9.2 How to make a complaint

Legal Terms:

- A complaint is also called a grievance.
- Making a complaint is called filing a grievance.
- Using the process for complaints is called using the process for filing a grievance.
- A fast complaint is called an expedited grievance.

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

- Usually, calling Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am - 5:30 pm Eastern time is the first step. If there's anything else you need to do, Customer Service will let you know.
- If you don't want 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'll respond to your complaint in writing.
- The **deadline** for making a complaint is 60 calendar days from the time you had the problem you want to complain about.

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

- If possible, we'll answer you right away. If you call us with a complaint, we may be able to give you an answer on the same phone call.
- Most complaints are answered within 30 calendar days. If we need more
 information and the delay is in your best interest or if you ask for more time, we can
 take up to 14 more calendar days (44 calendar days total) to answer your complaint. If
 we decide to take extra days, we'll tell you in writing.
- If you're making a complaint because we denied your request for a fast coverage decision or a fast appeal, we'll automatically give you a fast complaint. If you have a fast complaint, it means we'll give you an answer within 24 hours.
- If we don't agree with some or all of your complaint or don't take responsibility for the problem you're complaining about, we'll include our reasons in our response to you.

Section 9.3 You can also make complaints about quality of care to the Quality Improvement Organization

When your complaint is about quality of care, you have 2 extra options:

- You can make your complaint directly to the Quality Improvement Organization.
- The Quality Improvement Organization is a group of practicing doctors and other health care experts paid by the federal government to check and improve the care given to Medicare patients. Chapter 2 has contact information.

Or

 You can make your complaint to both the Quality Improvement Organization and us at the same time.

Section 9.4 You can also tell Medicare about your complaint

You can submit a complaint about BCN Advantage directly to Medicare. To submit a complaint to Medicare, go to www.Medicare.gov/my/medicare-complaint. You can also call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

CHAPTER 8: Ending membership in our plan

SECTION 1 Ending your membership in our plan

Ending your membership in BCN Advantage may be **voluntary** (your own choice) or **involuntary** (not your own choice):

- You might leave our plan because you decide that you *want* to leave. Sections 2 and 3 give information on ending your membership voluntarily.
- There are also limited situations where we're required to end your membership. Section 5 tells you about situations when we must end your membership.

If you're leaving our plan, our plan must continue to provide your medical care and you'll continue to pay your cost share until your membership ends.

You can end your membership in BCN Advantage at any time. Notify **Retiree Health Care Connect** at 1-866-637-7555, Monday through Friday 8:30 am to 4:30 pm Eastern time (TTY users, call 711), that you would like to disenroll from our plan. They will contact us and we'll take the necessary steps to cancel your membership.

If you decide to disenroll from our plan and enroll in an individual Medicare Advantage plan, Original Medicare, or another retiree medical benefits administrator-sponsored Medicare Advantage plan, you may want to verify that your disenrollment from our plan aligns with the timeframe for enrolling in the new plan. This will help you avoid a lapse in health care coverage.

SECTION 2 Until your membership ends, you must keep getting your medical items and services through our plan

Until your membership ends, and your new Medicare coverage starts, you must continue to get your medical items, services through our plan.

- Continue to use our network providers to get medical care.
- If you're hospitalized on the day your membership ends, your hospital stay will be covered by our plan until you're discharged (even if you're discharged after your new health coverage starts).

SECTION 3 BCN Advantage must end your membership in the plan in certain situations

BCN Advantage must end your membership in our plan if any of the following happen:

- If you no longer have Medicare Part A and Part B.
- If you move out of our service area.
- If you're temporarily absent (out of the service area or out of the country) for more than 12 consecutive months and CMS receives notification.
- If you move or take a long trip, call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am 5:30 pm Eastern time to find out if the place you're moving or traveling to is in our plan's area.
- If you become incarcerated (go to prison).
- If you're no longer a United States citizen or lawfully present in the United States.
- If you intentionally give us incorrect information when you're enrolling in our plan and that information affects your eligibility for our plan. (We can't 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 can't 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 can't 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 have questions or want more information on when we can end your membership call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time.

Section 3.1 We <u>can't</u> ask you to leave our plan for any reason related to your health

BCN Advantage isn't allowed to ask you to leave our plan for any health-related reason.

What should you do if this happens?

If you feel that you're 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 call TTY 1-877-486-2048.

Section 3.2 You have the right to make a complaint if we end your membership in our plan

If we end your membership in our plan, we must tell you our reasons in writing for ending your membership. We must also explain how you can file a grievance or make a complaint about our decision to end your membership.

CHAPTER 9: Legal notices

SECTION 1 Notice about governing law

The principal law that applies 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 aren't 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 (CMS). In addition, other federal laws may apply and, under certain circumstances, the laws of the state you live in. This may affect your rights and responsibilities even if the laws aren't included or explained in this document.

SECTION 2 Notice about nondiscrimination

We don't discriminate based on race, ethnicity, national origin, color, religion, sex, age, mental or physical disability, health status, claims experience, medical history, genetic information, evidence of insurability, or geographic location within the service area. All organizations that provide Medicare Advantage plans, like our plan, must obey federal laws against discrimination, including Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act, Section 1557 of the Affordable Care Act, all other laws that apply to organizations that get federal funding, and any other laws and rules that apply for any other reason.

If you want more information or have concerns about discrimination or unfair treatment, call the Department of Health and Human Services' **Office for Civil Rights** at 1-800-368-1019 (TTY 1-800-537-7697) or your local Office for Civil Rights. You can also review information from the Department of Health and Human Services' Office for Civil Rights at www.HHs.gov/ocr/index.html.

If you have a disability and need help with access to care, please call Customer Service at 1-800-222-5992 (TTY users call 711), Monday through Friday, 8 am – 5:30 pm Eastern time. If you have a complaint, such as a problem with wheelchair access, Customer Service can help.

SECTION 3 Notice about Medicare Secondary Payer subrogation rights

We have the right and responsibility to collect for covered Medicare services for which Medicare isn't the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, BCN Advantage, as a Medicare Advantage Organization, will exercise the same rights of recovery that the Secretary exercises under CMS regulations in subparts B through D of part 411 of 42 CFR and the rules established in this section supersede any state laws.

SECTION 4 Additional Notice about Subrogation and Third-Party Recovery Subrogation

If we make any payment to you or on your behalf for covered services, we're entitled to be fully subrogated to any and all rights you have against any person, entity, or insurer that may be responsible for payment of medical expenses and/or benefits related to your injury, illness, or condition.

Once we have made a payment for covered services, we shall have a lien on the proceeds of any judgment, settlement, or other award or recovery you receive (our recovery shall not be limited by the terms and conditions of any such settlement, award, or judgment), including but not limited to the following:

- Any award, settlement, benefits, or other amounts paid under any workers' compensation law or award;
- 2. Any and all payments made directly by or on behalf of a third-party tortfeasor or person, entity, or insurer responsible for indemnifying the third-party tortfeasor;
- Any arbitration awards, payments, settlements, structured settlements, or other benefits or amounts paid under an uninsured or under insured motorist coverage policy; or
- 4. Any other payments designated, earmarked, or otherwise intended to be paid to you as compensation, restitution, or remuneration for your injury, illness, or condition suffered as a result of the negligence or liability of a third party.

Liability insurance claims are often not settled promptly. We may at our discretion make conditional payments while the liability claim is pending. We may also receive a claim and not know that a liability or other claim is pending. In those situations, our payments are 'conditional.' Conditional payments must be refunded to us upon receipt of the insurance liability payment including medical payments or settlement.

You agree to cooperate with us and any of our agents and/or representatives and to take any and all actions or steps necessary to secure our lien, including but not limited to:

- 1. Responding to requests for information about any accidents or injuries;
- 2. Responding to our requests for information and providing any relevant information that we have requested; and
- 3. Participating in all phases of any legal action we commence in order to protect our rights, including, but not limited to, participating in discovery, attending depositions, and appearing and testifying at trial.

In addition, you agree not to do anything to prejudice our rights, including, but not limited to, assigning any rights or causes of action that you may have against any person or entity relating to your injury, illness, or condition without our prior express written consent. Your failure to cooperate shall be deemed a breach of your obligations, and we may institute a legal action against you to protect our rights.

We're also entitled to be fully reimbursed for any and all benefit payments we make to you or on your behalf that are the responsibility of any person, organization, or insurer. Our right of reimbursement is separate and apart from our subrogation right and is limited only by the amount of actual benefits paid under our plan. You must immediately pay to us any amounts you recover by judgment, settlement, award, recovery, or otherwise from any liable third party, his or her insurer, to the extent that we paid out or provided benefits for your injury, illness, or condition during your enrollment in our plan.

We aren't obligated to pursue subrogation or reimbursement either for our own benefit or on your behalf. Our rights under Medicare laws and/or regulations and this *Evidence of Coverage* shall not be affected, reduced, or eliminated by our failure to intervene in any legal action you commence relating to your injury, illness, or condition.

CHAPTER 10: Definitions

Administration Fee – The cost associated with giving you an injection.

Allowed Amount – The dollar amount Blue Care Network has agreed to pay for health care services covered by our plan. It may be more or less than the actual amount a doctor or supplier charges. Any required copayments and deductibles are subtracted from this amount before payment is made. Also see **Approved Amount**.

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 doesn't exceed 24 hours.

Appeal – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or payment for services you already got. You may also make an appeal if you disagree with our decision to stop services that you're getting.

Approved Amount – The dollar amount Blue Care Network has agreed to pay for health care services covered by our plan. It may be more or less than the actual amount a doctor or supplier charges. Any required copayments and deductibles are subtracted from this amount before payment is made.

Balance Billing – When a provider (such as a doctor or hospital) bills a patient more than our plan's allowed cost-sharing amount. As a member of BCN Advantage, you only have to pay our plan's cost-sharing amounts when you get services covered by our plan. We don't allow providers to **balance bill** or otherwise charge you more than the amount of cost sharing our plan says you must pay.

Benefit Period –The way that both our plan and Original Medicare measure 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 gotten 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.

Cardiac Rehabilitation, Phase III – Phase III cardiac rehabilitation programs are considered maintenance programs, don't require physician supervision and monitoring, and aren't considered medically necessary. See Chapter 4, Section 2.1 for more information about cardiac rehabilitation.

Centers for Medicare & Medicaid Services (CMS) – The federal agency that administers Medicare.

CMS Preclusion List – A list maintained by CMS of individuals or entities that are currently revoked from the Medicare program, or that have engaged in behavior which CMS determines is detrimental to the best interests of the Medicare program. Medicare Advantage plans are prohibited from paying individuals or entities that appear on this list.

Colonoscopy – An examination of the colon by way of a scope inserted into the rectum. Members are advised to have a *routine or screening* colonoscopy.

- **Routine or Screening colonoscopy** is an examination of a healthy colon when there is no sign, symptom, or disease present. When a screening procedure uncovers a symptom of disease, such as a polyp, it's then considered a diagnostic colonoscopy.
- **Diagnostic colonoscopy** is performed to diagnose and, consequently, establish treatment if the colon is unhealthy (there is a sign, symptom, or disease present). Diagnostic colonoscopies are often prescribed when there are colon health concerns such as certain symptoms or medical history.

Complaint – The formal name for making a complaint is **filing a grievance**. The complaint process is used for certain types of problems. This includes problems about quality of care, waiting times, and the customer service you get. It also includes complaints if our plan doesn't follow the time periods in the appeal process.

Comprehensive Outpatient Rehabilitation Facility (CORF) – A facility that mainly provides rehabilitation services after an illness or injury, including physical therapy, social or psychological services, respiratory therapy, occupational therapy and speech-language pathology services, and home environment evaluation services.

Copayment (or copay) – An amount you may be required to pay as your share of the cost for a medical service or supply, like a doctor's visit, hospital outpatient visit, or a prescription drug. A copayment is a set amount (for example \$10), rather than a percentage.

Cost Sharing – Cost sharing refers to amounts that a member has to pay when services are gotten. Cost sharing includes any combination of the following 3 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 got; or 3) any "coinsurance" amount, a percentage of the total amount paid for a service that a plan requires when a specific service is gotten.

Covered Services – The term we use in this EOC to mean all 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 don't need skilled medical care or skilled nursing care. Custodial care provided by people who don't have professional skills or training includes help with activities of daily living like bathing, dressing, eating, getting in or out of a bed or chair, moving around, and using the bathroom. It may also include the kind of health-related care that most people do themselves, like using eye drops. Medicare doesn't pay for custodial care.

Customer Service – A department within our plan responsible for answering your questions about your membership, benefits, grievances, and appeals. Go to Chapter 2 Section 1 for information about how to contact Customer Service.

Deductible – The amount you must pay for health care or prescriptions before our plan pays.

Diagnostic Procedure – Testing to rule out or to confirm a suspected diagnosis because there is a sign or symptom of disease. When a screening procedure uncovers a symptom of disease, such as a polyp, it's then considered a diagnostic procedure. (See *Screenings*).

Disenroll or **Disenrollment** – The process of ending your membership in our plan.

Durable Medical Equipment (DME) – Certain medical equipment that is ordered by your doctor for medical reasons. Examples include walkers, wheelchairs, crutches, powered mattress systems, diabetic supplies, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, or hospital beds ordered by a provider for use in the home.

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

Emergency Care – Covered services that are: (1) provided by a provider qualified to furnish emergency services; and (2) needed to treat, evaluate, or stabilize an emergency medical condition.

Evidence of Coverage (EOC) and Disclosure Information – This document and any other attachments 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.

Global Core – A Blue Cross and Blue Shield Association program that allows members to get urgent and emergent care from providers who participate with Blue Cross plans when traveling outside of the United States and its territories. You'll typically have to pay the providers and submit the claims yourself to get reimbursement for these services.

Grievance - A type of complaint you make about our plan, providers, us, or pharmacies, including a complaint concerning the quality of your care. This doesn't involve coverage or payment disputes.

Home Health Aide – A person who 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 Infusion Therapy – Home infusion is an alternative method of delivering medication directly into the bloodstream, rather than orally, in lieu of receiving the same treatment in a hospital setting. Types of infusion include, but aren't limited to chemotherapy, hydration, pain management, and antibiotic therapy.

Hospice - A benefit that provides special treatment for a member who has been medically certified as terminally ill, meaning having a life expectancy of 6 months or less. Our plan must provide you with a list of hospices in your geographic area. If you elect hospice you're still a member of our plan. You can still get all medically necessary services as well as the supplemental benefits we offer.

Hospice Care – A special way of caring for people who are terminally ill and providing counseling for their families. Hospice care is physical care and counseling that is given by a team of people who are part of a Medicare-certified public agency or private company. Depending on the situation, this care may be given in the home, a hospice facility, a hospital, or a nursing home. Care from a hospice is meant to help patients in the last months of life by giving comfort and relief from pain. The focus is on care, not cure.

Hospital Based Practice – Many provider offices, health centers or hospital-based outpatient clinics owned and operated by hospitals may charge an additional hospital usage fee when you see any provider in the office, health center or clinic. These hospital-based outpatient facilities conveniently offer a variety of providers and services integrated within one complex. From a Medicare perspective, you're being treated within the hospital system rather than a physician's office and can be subject to a hospital-based usage fee. Even medical centers and provider offices located a fairly long distance from the main hospital campus can be considered part of the hospital. When you use these hospital-based practices – also known as "provider-based" in Medicare terms – they bill a single service in two parts: one bill for the physician's care and another bill for the hospital/facility fees. This can result in higher out-of-pocket costs for you. To find out if your providers are part of a hospital-based or provider-based practice, ask your provider. (For more information, go to Outpatient Hospital Services in the Chapter 4: Section 2 Medical Benefits chart).

Hospital Inpatient Stay – A hospital stay when you've been formally admitted to the hospital for skilled medical services. Even if you stay in the hospital overnight, you might still be considered an outpatient.

Initial Enrollment Period – When you're first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. If you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the 7-month period that begins 3 months before the month you turn 65, includes the month you turn 65, and ends 3 months after the month you turn 65.

Mammography (Mammograms) – A **preventive screening** mammogram is an X-ray of the breast used to detect breast changes in women who have no signs or symptoms of breast cancer. Mammograms make it possible to detect tumors that can't be felt. A **diagnostic** mammogram is an X-ray of the breast that is used to check for breast cancer after a lump or other sign or symptom of breast cancer has been found.

Maximum Charge – The maximum charge is the maximum cost that BCN Advantage will pay a provider for a particular medical service. The maximum charge includes the amount that BCN Advantage pays the provider as well as the amount that you pay (your copay or deductible). Our providers aren't allowed to balance bill you for the remaining amount.

Maximum Out-of-Pocket – The most that you pay for in-network covered Part A and Part B services.

Medicald (or Medical Assistance) – A joint federal and state program that helps with medical costs for some people with low incomes and limited resources. State Medicaid programs vary, but most health care costs are covered if you qualify for both Medicare and Medicaid.

Medically Necessary – Services or supplies that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

Medicare – The federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant).

Medicare Advantage (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. Besides choosing from these types of plans, a Medicare Advantage HMO or PPO plan can also be a Special Needs Plan (SNP).

Medicare-Covered Services – Services covered by Medicare Part A and Part B. All Medicare health plans, including our plan, must cover all the services covered by Medicare Part A and Part B.

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 our plan. This term includes all Medicare Advantage Plans, Medicare Cost Plans, Special Needs Plans, Demonstration/Pilot Programs, and Programs of All-inclusive Care for the Elderly (PACE).

Medigap (Medicare Supplemental Insurance) Policy – Medicare supplement insurance sold by private insurance companies to fill gaps in Original Medicare. Medigap policies only work with Original Medicare. (A Medicare Advantage Plan isn't 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- A network is a group of providers or pharmacies that are under contract or arrangement with our organization to deliver the benefit package approved by CMS.

Network Provider – Provider is the general term for doctors, other health care professionals, hospitals, and other health care facilities that are licensed or certified by Medicare and by the state to provide health care services. **Network providers** have an agreement with our plan to accept our payment as payment in full, and in some cases to coordinate as well as provide covered services to members of our plan. Network providers are also called **plan providers**.

Observation (Outpatient Hospital Observation) – An observation stay is an outpatient hospital stay in which you get medically necessary Medicare-covered services while a decision is being made about whether further treatment requires you to be admitted as an inpatient or if you're well enough to be discharged to your home. You may stay more than one day during an observation stay. Observation services may be given in the emergency department or another area of the hospital.

Occupational therapy – Helps you learn how to perform usual daily activities, such as eating and dressing by yourself.

Organization Determination – A decision our plan makes about whether items or services are covered or how much you have to pay for covered items or services. Organization determinations are called "coverage decisions" in this document.

Original Medicare ("Traditional Medicare" or "Fee-for-Service" Medicare) – Original Medicare is offered by the government, and not a private health plan such as Medicare Advantage plans and prescription drug plans. Under Original Medicare, Medicare services are covered by paying doctors, hospitals, and other health care providers payment amounts established by Congress. You can see any doctor, hospital, or other health care provider that accepts Medicare. You must pay the deductible. Medicare pays its share of the Medicare-approved amount, and you pay your share. Original Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance) and is available everywhere in the United States.

Out-of-Network Provider or Out-of-Network Facility – A provider or facility that doesn't have a contract with our plan to coordinate or provide covered services to members of our plan. Out-of-network providers are providers that aren't employed, owned, or operated by our plan.

Out-of-Pocket Costs – Go to the definition for cost sharing above. A member's cost-sharing requirement to pay for a portion of services gotten is also referred to as the member's "out-of-pocket" cost requirement.

PACE Plan – A PACE (Program of All-Inclusive Care for the Elderly) plan combines medical, social, and long services and supports (LTSS) for frail people to help people stay independent and living in their community (instead of moving to a nursing home) as long as possible. People enrolled in PACE plans get both their Medicare and Medicaid benefits through the plan.

Part A – Generally helps cover services furnished by institutional providers such as hospitals (for inpatient services), skilled nursing facilities, or home health agencies.

Part B – Covers most of the medical services not covered by Part A (such as a physician's services and other outpatient services) and certain items (such as durable medical equipment and supplies).

Part B Drugs – Typically an injectable or infusible drug that isn't usually self-administered and that is furnished and administered as part of a physician service. If the injection is usually self-administered (e.g., migraine medicines that are injected such as Imitrex) or isn't furnished and administered as part of a physician service, it isn't covered by Part B. Medicare Part B also covers a limited number of other types of drugs such as nebulizer solutions (Albuterol), immunosuppressants, oral anti-cancer medicines, oral anti-nausea medicines, erythropoietins, and some prophylactic vaccines (flu and pneumonia).

Part C - Go to Medicare Advantage (MA) Plan.

Part D – The voluntary Medicare Prescription Drug Benefit Program.

Physical Therapy – Includes treatment given by licensed health care professionals to improve the movement and strength of an area of the body, and training on how to use special equipment, such as how to use a walker or get in and out of a wheelchair.

Point of Service – BCN Advantage has a Point-of-Service benefit, which allows members to get pre-authorized care when traveling outside Michigan. (Also see Global Core).

Premium – The periodic payment to Medicare, an insurance company, or a health care plan for health or prescription drug coverage.

Preventive services – Health care to prevent illness or detect illness at an early stage, when treatment is likely to work best (for example, preventive services include Pap tests, flu shots, and screening mammograms).

Primary Care Provider (PCP) – The doctor or other provider you see first for most health problems. In many Medicare health plans, you must see your primary care provider before you see any other health care provider.

Prior Authorization – Approval in advance to get services based on specific criteria. Covered services that need prior authorization are marked in the Benefits Chart in Chapter 4.

Prosthetics and Orthotics – Medical devices including, but 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.

Rebatable Drugs – Certain drugs which are included in a new drug law requiring drug companies to pay a rebate to Medicare if they raise their prices for certain drugs faster than the rate of inflation. The law defines a "Part B rebatable drug" to mean a single source drug or biological product, including certain biosimilar biological product, which are generally injectable and infused drugs or biologicals administered by a physician in a doctor's office or hospital outpatient setting. The law excludes certain drugs from the definition of a Part B rebatable drug such as Part B preventive vaccines.

Referral – Approval your primary care provider may give you before you can use other providers in the plan's network. A referral and prior authorization aren't the same thing: Only BCN Advantage can issue a prior authorization. Your primary care provider can issue a referral. (Also see **Prior Authorization**.)

Rehabilitation Services – These services include inpatient rehabilitation care, physical therapy (outpatient), speech and language therapy, and occupational therapy.

Retail Health Clinic Services – Clinics located in a pharmacy setting for minor health, non-emergency issues.

Screenings – Preventive tests performed when no specific sign, symptom, or diagnosis is present. Screenings test for disease or disease precursors so that early detection and treatment can be provided for those who test positive for disease. Screenings are covered with no copayment or deductible. However, when a sign or symptom is found during a colonoscopy screening the testing may transition into a diagnostic procedure, in which case the copay applies, but the deductible is waived per Medicare guidelines. (See *Diagnostic Procedure*).

Service Area – A geographic area where you must live to join a particular health plan. For plans that limit which doctors and hospitals you may use, it's also generally the area where you can get routine (non-emergency) services. Our plan must disenroll you if you permanently move out of our plan's service area.

Skilled Nursing Facility (SNF) Care – Skilled nursing care and rehabilitation services provided on a continuous, daily basis, in a skilled nursing facility. Examples of care include physical therapy or intravenous injections that can only be given by a registered nurse or doctor.

Special 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 live in a nursing home, or who have certain chronic medical conditions.

Speech therapy – Includes exercise to regain and strengthen speech and/or swallowing skills.

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 aren't the same as Social Security benefits.

Therapeutic Radiology – Therapeutic radiology (also called radiation oncology or radiation therapy) is the treatment of cancer and other diseases with radiation.

Tortfeasor – A person who commits a tort.

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

BCN Advantage Customer Service

Call **1-800-222-5992**

Calls to this number are free. 8 a.m. to 5:30 p.m., Monday through Friday. Certain services are available 24/7 through our automated telephone response system.

Customer Service also has free language interpreter services available for non-English

speakers.

TTY **711**

Calls to this number are free. 8 a.m. to 5:30 p.m., Monday through Friday.

Fax **1-866-364-0080**

Write BCN Advantage — Mail Code A02B

Blue Care Network P.O. Box 441936 Detroit, MI 48244

Website www.bcbsm.com/medicare

MI Options

MI Options is a state program that gets money from the federal government to give free local health insurance counseling to people with Medicare.

Call **1-800-803-7174**

TTY **711**

Write MI Options

6105 West St. Joseph, Suite 103

Lansing, MI 48917-4850

Website www.michigan.gov/MDHHSMIOptions

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