January 1 – December 31, 2023

Evidence of Coverage:

Your Medicare Health Benefits and Services and Prescription Drug Coverage as a Member of BlueMedicare Complete (HMO D-SNP)

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

For questions about this document, please contact Member Services at 1-800-926-6565 for additional information. (TTY users should call 1-800-955-8770). Hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.

This plan, BlueMedicare Complete, is offered by Florida Blue Medicare. (When this *Evidence of Coverage* says "we," "us," or "our," it means Florida Blue Medicare. When it says "plan" or "our plan," it means BlueMedicare Complete.)

This document is available for free in *Spanish*.

This information is available in an alternate format, including large print, audio and braille. Please call Member Services at the number listed above if you need plan information in another format.

Benefits, premium, deductible and/or copayments/coinsurance may change on January 1, 2024.

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

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

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

Sponsored by Florida Blue Medicare, Inc., d/b/a Florida Blue Medicare, and the State of Florida, Agency for Health Care Administration.

OMB Approval 0938-1051 (Expires: February 29, 2024)
Y0011_FBM1227 2022_C

2023 Evidence of Coverage

Table of Contents

CHAPTER 1:

Getting started as a member

SECTION 1 Introduction

Section 1.1 You are enrolled in BlueMedicare Complete, which is a specialized Medicare Advantage Plan (Special Needs Plan)

You are covered by both Medicare and Medicaid:

- **Medicare** is 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 (kidney failure).
- **Medicaid** is a joint Federal and state government program that helps with medical costs for certain people with limited incomes and resources. Medicaid coverage varies depending on the state and the type of Medicaid you have. Some people with Medicaid get help paying for their Medicare premiums and other costs. Other people also get coverage for additional services and drugs that are not covered by Medicare.

You have chosen to get your Medicare and Medicaid health care and your prescription drug coverage through our plan, BlueMedicare Complete. We are required to cover all Part A and Part B services. However, cost-sharing and provider access in this plan differ from Original Medicare.

BlueMedicare Complete is a specialized Medicare Advantage Plan (a Medicare "Special Needs Plan"), which means its benefits are designed for people with special health care needs. BlueMedicare Complete is designed for people who have Medicare and who are also entitled to assistance from Medicaid.

Because you get assistance from Medicaid with your Medicare Part A and B cost-sharing (deductibles, copayments, and coinsurance) you may pay nothing for your Medicare health care services. Medicaid may also provide other benefits to you by covering health care services that are not usually covered under Medicare (for example, community-based services). You may also receive "Extra Help" from Medicare to pay for the costs of your Medicare prescription drugs. BlueMedicare Complete will help manage all of these benefits for you, so that you get the health care services and payment assistance that you are entitled to.

BlueMedicare Complete is run by a non-profit organization. Like all Medicare Advantage Plans, this Medicare Special Needs Plan is approved by Medicare. The plan also has a contract with the Florida Medicaid program to coordinate your Medicaid benefits. We are pleased to be providing your Medicare and Medicaid health care coverage, including your prescription drug coverage.

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

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

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

The word "coverage" and "covered services" refers to the medical care and services and the prescription drugs available to you as a member of BlueMedicare Complete.

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

If you are confused, concerned or just have a question, please contact Member Services.

Section 1.3 Legal information about the *Evidence of Coverage*

This *Evidence of Coverage* is part of our contract with you about how BlueMedicare Complete covers your care. Other parts of this contract include your enrollment form, the *List of Covered Drugs (Formulary)*, and any notices you receive from us about changes to your coverage or conditions that affect your coverage. These notices are sometimes called "riders" or "amendments."

The contract is in effect for months in which you are enrolled in BlueMedicare Complete between January 1, 2023, and December 31, 2023.

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

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

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

Section 2.1 Your eligibility requirements

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

- You have both Medicare Part A and Medicare Part B

- -- *and* -- You live in our geographic service area (Section 2.3 below describes our service area). Incarcerated individuals are not considered living in the geographic service area even if they are physically located in it.
- -- *and* -- you are a United States citizen or are lawfully present in the United States
- -- *and* -- You meet the special eligibility requirements described below.

Special eligibility requirements for our plan

Our plan is designed to meet the needs of people who receive certain Medicaid benefits. (Medicaid is a joint Federal and state government program that helps with medical costs for certain people with limited incomes and resources.) To be eligible for our plan you must be eligible for both Medicare and Medicaid.

Please note: If you lose your eligibility but can reasonably be expected to regain eligibility within 6-month(s), then you are still eligible for membership in our plan (Chapter 4, Section 2.1 tells you about coverage and cost-sharing during a period of deemed continued eligibility).

Section 2.2 What is Medicaid?

Medicaid is a joint Federal and state government program that helps with medical and long-term care costs for certain people who have limited incomes and resources. Each state decides what counts as income and resources, who is eligible, what services are covered, and the cost for services. States also can decide how to run their program as long as they follow the Federal guidelines.

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

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

Section 2.3 Here is the plan service area for BlueMedicare Complete

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

Our service area includes these counties in Florida: Brevard, Lake, Orange, Osceola, Seminole and Sumter.

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

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

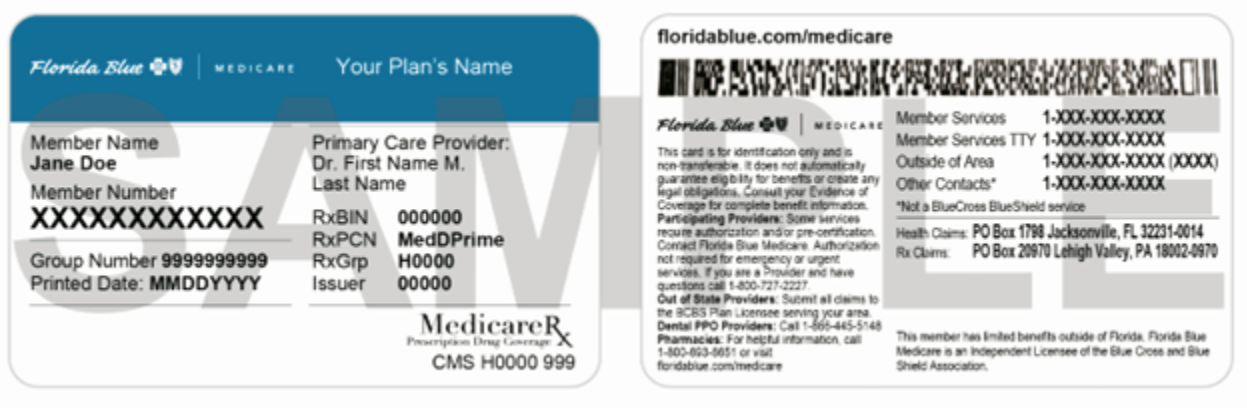
Section 2.4 U.S. Citizen or Lawful Presence

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

SECTION 3 Important Membership Materials You Will Receive

Section 3.1 Your plan membership card

While you are a member of our plan, you must use your membership card whenever you get services covered by this plan and for prescription drugs you get at network pharmacies. You should also show the provider your Medicaid card. Here’s a sample membership card to show you what yours will look like:



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

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

Section 3.2 Provider Directory

The *Provider Directory* lists our network providers and durable medical equipment suppliers and indicates which of our network providers also participate in Medicaid. Members enrolled in BlueMedicare Complete must use our plan's network providers to receive plan-covered benefits. For other Medicaid-covered services that you may be eligible for that are not covered under our plan, you must access those services through providers that participate with Florida Medicaid.

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

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

The most recent list of providers and suppliers is available on our website at **www.floridablue.com/medicare**.

If you don't have your copy of the *Provider Directory*, you can request a copy from Member Services.

Section 3.3 Pharmacy Directory

The pharmacy directory lists our network pharmacies. **Network pharmacies** are all of the pharmacies that have agreed to fill covered prescriptions for our plan members. You can use the *Pharmacy Directory* to find the network pharmacy you want to use. See Chapter 5, Section 2.5 for information on when you can use pharmacies that are not in the plan's network.

If you don't have the *Pharmacy Directory*, you can get a copy from Member Services. You can also find this information on our website at **www.floridablue.com/medicare**.

Section 3.4 The plan's List of Covered Drugs *(Formulary)*

The plan has a List of Covered Drugs (Formulary). We call it the "Drug List" for short. It tells which Part D prescription drugs are covered under the Part D benefit included in BlueMedicare Complete.

The drugs on this list are selected by the plan with the help of a team of doctors and pharmacists. The list must meet requirements set by Medicare. Medicare has approved the BlueMedicare Complete Drug List.

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

We will provide you a copy of the Drug List. To get the most complete and current information about which drugs are covered, you can visit the plan's website (**www.floridablue.com/medicare**) or call Member Services.

SECTION 4 Your monthly costs for BlueMedicare Complete

Your costs may include the following:

- Plan Premium (Section 4.1)
- Monthly Medicare Part B Premium (Section 4.2)
- Part D Late Enrollment Penalty (Section 4.3)
- Income Related Monthly Adjusted Amount (Section 4.4)

In some situations, your plan premium could be less

- The "Extra Help" program helps people with limited resources pay for their drugs. Chapter 2, Section 7 tells more about this program. If you qualify, enrolling in the program might lower your monthly premium.
- If you are *already enrolled* and getting help from this program, **the information about premiums in this *Evidence of Coverage* may not apply to you.** We sent you a separate insert, called the "Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs" (also

known as the "Low Income Subsidy Rider" or the "LIS Rider"), which tells you about your drug coverage. If you don't have this insert, please call Member Services and ask for the "LIS Rider."

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

Section 4.1 Plan premium

As a member of our plan, you pay a monthly plan premium. For 2023, the monthly premium for BlueMedicare Complete is $0 or up to $35.90.

Section 4.2 Monthly Medicare Part B Premium

Many members are required to pay other Medicare premiums

In addition to paying the monthly plan premium, some members are required to pay other Medicare premiums. As explained in Section 2 above, in order to be eligible for our plan, you must maintain your eligibility for Medicaid as well as have both Medicare Part A and Medicare Part B. For most BlueMedicare Complete members, Medicaid pays for your Part A premium (if you don't qualify for it automatically) and for your Part B premium.

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

Section 4.3 Part D Late Enrollment Penalty

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

The Part D late enrollment penalty is added to your monthly or quarterly premium. When you first enroll in BlueMedicare Complete, we let you know the amount of the penalty. If you do not pay your Part D late enrollment penalty, you could lose your prescription drug benefits.

You **will not** have to pay it if:

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

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

- First, count the number of full months that you delayed enrolling in a Medicare drug plan, after you were eligible to enroll. Or count the number of full months you did not have creditable prescription drug coverage, if the break in coverage was 63 days or more. The penalty is 1% for every month that you did not have creditable coverage. For example, if you go 14 months without coverage, the penalty will be 14%.
- Then Medicare determines the amount of the average monthly premium for Medicare drug plans in the nation from the previous year. For 2023, this average premium amount is $32.74.
- To calculate your monthly penalty, you multiply the penalty percentage and the average monthly premium and then round it to the nearest 10 cents. In the example here it would be 14% times $32.74, which equals $4.58. This rounds to $4.60. This amount would be added **to the monthly premium for someone with a Part D late enrollment penalty.**

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

- First, **the penalty may change each year**, because the average monthly premium can change each year.

- Second, **you will continue to pay a penalty** every month for as long as you are enrolled in a plan that has Medicare Part D drug benefits, even if you change plans.
- Third, if you are under 65 and currently receiving Medicare benefits, the Part D late enrollment penalty will reset when you turn 65. After age 65, your Part D late enrollment penalty will be based only on the months that you don't have coverage after your initial enrollment period for aging into Medicare.

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

Important: Do not stop paying your Part D late enrollment penalty while you're waiting for a review of the decision about your late enrollment penalty. If you do, you could be disenrolled for failure to pay your plan premiums.

Section 4.4 Income Related Monthly Adjustment Amount

Some members may be required to pay an extra charge, known as the Part D Income Related Monthly Adjustment Amount, also known as IRMAA. The extra charge is figured out using your modified adjusted gross income as reported on your IRS tax return from 2 years ago. If this amount is above a certain amount, you'll pay the standard premium amount and the additional IRMAA. For more information on the extra amount you may have to pay based on your income, visit https://www.medicare.gov/drug-coverage-part-d/costs-for-medicare-drug-coverage/monthly-premium-for-drug-plans.

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

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

SECTION 5 More information about your monthly premium

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

There are six ways you can pay your plan premium. If you do not select a payment option on the enrollment form, you will automatically be billed each month. You may request a change in the way you pay your plan premium at any time by calling Member Services (phone numbers are printed on the back cover of this booklet).

Option 1: Paying by check

If you choose this option, you will be billed (invoiced) for your premium each month. Your monthly premium payment is due on the first day of each month. You may mail your monthly premium payments by check to the following address: Florida Blue Medicare, PO Box 660289, Dallas, TX 75266-0289. You may mail overnight payments to Florida Blue Medicare, Attn: CCR, Bldg. 100, 3rd Floor, 4800 Deerwood Campus Pkwy, Jacksonville, FL 32246-6498. You may also make check payments in person at any of our Florida Blue centers. Please visit **www.floridablue.com/medicare** to find the center closest to you. Be sure to make checks payable to Florida Blue, not to the Centers for Medicare & Medicaid Services (CMS), the federal agency in charge of Medicare, nor to CMS' parent agency, the Department of Health and Human Services (HHS).

Option 2: Having your premium taken out of your monthly Social Security check

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

Option 3: You can have the plan premium taken out of your monthly Railroad Retirement Board check

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

Option 4: Automatic Payment Option (APO)

You can have your premium automatically withdrawn from your checking or savings account; or credit/debit card. Your payments will be withdrawn monthly. Deductions are made on the third day of the month.

You can enroll in the Automatic Payment Option (APO) in one of three ways:

1. Visit **www.floridablue.com/medicare** to log in to My Health Link™ then select "My Plan", then “Pay my Bill”
2. Call Member Services (phone numbers are printed on the back cover of this booklet)
3. Mail us a completed authorization form. Withholding from a checking/savings account will require a voided check attached to the form.

If you have questions about the APO or would like an authorization form, please call Member Services (phone numbers are printed on the back cover of this booklet) or visit our plan website at **www.floridablue.com/medicare**. Please allow up to four weeks for your enrollment to become effective. You may revoke the APO by notifying us and your financial institution 15 days prior to your premium payment due date.

Option 5: You can pay online

You can also pay your monthly Part D late enrollment penalty on our plan website. Visit **www.floridablue.com/medicare** to log in to My Health Link™ then select "My Plan", then “Pay my Bill.”

1. Go to **www.floridablue.com/medicare**
2. Click **Member Login** under “Already a Member” (blue button)
3. Click **Pay Your Bill**
4. Click **Pay Now**

Online payments are made using a PIN-less debit card that is part of the PULSE, STAR or NYCE networks. Payments made with these debit cards are not considered credit card payments. These payments are due on the first day of each month. For more information about paying your premiums online, please call Member Services (phone numbers are printed on the back cover of this booklet) or visit **www.floridablue.com/medicare**.

Option 6: You can pay by telephone

You can pay the bill for your monthly premium by telephone using either your checking or savings account number, along with your financial institution’s nine-digit routing number. Like payments by check, these payments are due on the first day of each month. For more information about paying your premium by phone, please call Member Services (phone numbers are printed on the back cover of this booklet).

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

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

Your plan premium payment is due in our office by the first day of the month. If you are required to pay a Part D late enrollment penalty, you must pay the penalty to keep your prescription drug coverage.

If you are having trouble paying your premium on time, please contact Member Services to see if we can direct you to programs that will help with your plan premium.

If we end your membership because you did not pay your plan premium, you will have health coverage under Original Medicare. As long as you are receiving "Extra Help" with your prescription drug costs, you will continue to have Part D drug coverage. Medicare will enroll you into a new prescription drug plan for your Part D coverage.

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

If you think we have wrongfully ended your membership, you can make a complaint (also called a grievance); see Chapter 9 for how to file a complaint. If you had an emergency circumstance that was out of your control and it caused you to not be able to pay your plan premium within our grace period, you can make a complaint. For complaints, we will review our decision again. Chapter 9, Section 11 of this document tells how to make a complaint or you can call us at 1-800-926-6565 between 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays. TTY users should call 1-800-955-8770. You must make your request no later than 60 days after the date your membership ends.

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

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

However, in some cases the part of the premium that you have to pay can change during the year. This happens if you become eligible for the "Extra Help" program or if you lose your eligibility for the "Extra Help" program during the year. If a member qualifies for "Extra Help" with their prescription drug costs, the "Extra Help" program will pay part of the member's monthly plan premium. A member who loses their eligibility during the year will need to start paying their full monthly premium. You can find out more about the "Extra Help" program in Chapter 2, Section 7.

SECTION 6 Keeping your plan membership record up to date

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

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

Let us know about these changes:

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

If any of this information changes, please let us know by calling Member Services. You can also update your information by visiting **www.floridablue.com/medicare** and log in to My Health Link™ then select "My Account." You can then edit your member profile and send us messages to let us know about changes to your information.

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

Please report any changes in your Medicaid Eligibility Status directly to the Agency for Health Care Administration at 1-877-254-1055.

SECTION 7 How other insurance works with our plan

Other insurance

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

Once each year, we will send you a letter that lists any other medical or drug insurance coverage that we know about. Please read over this information carefully. If it is correct, you don't need to do anything. If

the information is incorrect, or if you have other coverage that is not listed, please call Member Services. You may need to give your plan member ID number to your other insurers (once you have confirmed their identity) so your bills are paid correctly and on time.

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

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

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

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

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

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

CHAPTER 2:

Important phone numbers and resources

SECTION 1 BlueMedicare Complete contacts (how to contact us, including how to reach Member Services)

How to contact our plan's Member Services

For assistance with claims, billing, or member card questions, please call or write to BlueMedicare Complete Member Services. We will be happy to help you.

Method	Member Services – Contact Information
CALL	**1-800-926-6565** Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays. Member Services also has free language interpreter services available for non-English speakers.
TTY	**1-800-955-8770** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
FAX	**1-305-716-9333**
WRITE	Florida Blue Medicare Member Services P.O. Box 45296 Jacksonville, FL 32232-5296
WEBSITE	**www.floridablue.com/medicare**

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

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services or Part D prescription drugs. An appeal is a formal way of asking us to review and change a coverage decision we have made. For more information on asking for coverage decisions or appeals about your medical care or Part D prescription drugs, see Chapter 9 (*What to do if you have a problem or complaint (coverage decisions, appeals, complaints*)).

Method	Coverage Decisions for Medical Care – Contact Information
CALL	**1-800-926-6565** Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
TTY	**1-800-955-8770** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
FAX	**1-904-301-1614** You may fax both standard and fast (expedited) coverage decision requests to us at this number.
WRITE	Florida Blue Medicare Utilization Management Department 4800 Deerwood Campus Parkway Building 900, 5th Floor Jacksonville, FL 32246

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

An appeal is a formal way of asking us to review and change a coverage decision we have made. For more information on making an appeal about your medical care, see Chapter 9 *(What to do if you have a problem or complaint (coverage decisions, appeals, complaints))*.

Method	Appeals for Medical Care – Contact Information
CALL	**1-800-926-6565** Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays. **NOTE: Only requests for fast (expedited) appeals are accepted by phone at 1-877-842-9118. For standard appeals, please call 1-800-926-6565.**
TTY	**1-800-955-8770** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
FAX	**1-305-437-7490** **NOTE: Please send only requests for fast (expedited) appeals by fax.**
WRITE	Florida Blue Medicare Attn: Medicare Appeals and Grievances Department P.O. Box 41629 Jacksonville, FL 32203-1629
WEBSITE	Log-in to your **floridablue.com/Medicare** account by clicking on the black “Log in” box at the top right of the screen. OR if you want to print, mail or fax forms: **floridablue.com/medicare/appeals-grievances**

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

You can make a complaint about us or one of our network providers, including a complaint about the quality of your care. This type of complaint does not involve coverage or payment disputes. (If your problem is about the plan's coverage or payment, you should look at the section above about making an appeal.) For more information on making a complaint about your medical care, see Chapter 9 *(What to do if you have a problem or complaint (coverage decisions, appeals, complaints)).*

Method	Complaints about Medical Care – Contact Information
CALL	**1-800-926-6565** Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
TTY	**1-800-955-8770** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
FAX	**1-305-437-7490** **NOTE: Please send only requests for fast (expedited) complaints by fax.**
WRITE	Florida Blue Medicare Attn: Medicare Appeals and Grievances Department P.O. Box 41629 Jacksonville, FL 32203-1629
MEDICARE WEBSITE	You can submit a complaint about BlueMedicare Complete directly to Medicare. To submit an online complaint to Medicare go to **www.medicare.gov/MedicareComplaintForm/home.aspx**.

How to contact us when you are asking for a coverage decision about your Part D prescription drugs

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your prescription drugs covered under the Part D benefit included in your plan. For more information on asking for coverage decisions about your Part D prescription drugs, see Chapter 9 *(What to do if you have a problem or complaint (coverage decisions, appeals, complaints))*.

Method	Coverage Decisions for Part D Prescription Drugs – Contact Information
CALL	**1-800-926-6565** Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
TTY	**1-800-955-8770** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
FAX	**1-800-693-6703** **NOTE: You may request both standard and fast (expedited) Part D coverage decisions by fax.**
WRITE	Prime Therapeutics, LLC Attention: Medicare Appeals Department 2900 Ames Crossing Road Eagan, MN 55121
WEBSITE	**www.MyPrime.com**

How to contact us when you are making an appeal about your Part D prescription drugs

An appeal is a formal way of asking us to review and change a coverage decision we have made. For more information on making an appeal about your Part D prescription drugs, see Chapter 9 *(What to do if you have a problem or complaint (coverage decisions, appeals, complaints)).*

Method	Appeals for Part D Prescription Drugs – Contact Information
CALL	**1-800-926-6565** Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
TTY	**1-800-955-8770** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
FAX	**1-800-693-6703** **NOTE: You may fax requests for both standard and fast (expedited) appeals.**
WRITE	Prime Therapeutics, LLC Attention: Medicare Appeals Department 2900 Ames Crossing Road Eagan, MN 55121
WEBSITE	**www.MyPrime.com**

How to contact us when you are making a complaint about your Part D prescription drugs

You can make a complaint about us or one of our network pharmacies, including a complaint about the quality of your care. This type of complaint does not involve coverage or payment disputes. (If your problem is about the plan's coverage or payment, you should look at the section above about making an appeal.) For more information on making a complaint about your Part D prescription drugs, see Chapter 9 *(What to do if you have a problem or complaint (coverage decisions, appeals, complaints).*

Method	Complaints about Part D prescription drugs – Contact Information
CALL	**1-800-926-6565** Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
TTY	**1-800-955-8770** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
FAX	**1-888-285-2242** **NOTE: You may fax requests for both standard and fast (expedited) complaints.**
WRITE	Florida Blue Medicare Attention: Grievances 10826 Farnam Drive Omaha, NE 68154
MEDICARE WEBSITE	You can submit a complaint about BlueMedicare Complete directly to Medicare. To submit an online complaint to Medicare go to **www.medicare.gov/MedicareComplaintForm/home.aspx**.

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

If you have received a bill or paid for services (such as a provider bill) that you think we should pay for, you may need to ask us for reimbursement or to pay the provider bill. See Chapter 7 *(Asking us to pay our share of a bill you have received for covered medical services or drugs).*

Please note: If you send us a payment request and we deny any part of your request, you can appeal our decision. See Chapter 9 *(What to do if you have a problem or complaint (coverage decisions, appeals, complaints))* for more information.

Method	Payment Requests – Contact Information
WRITE	**For requests related to medical care:** Florida Blue Medicare P. O. Box 1798 Jacksonville, FL 32231-0014 **For requests related to Part D prescription drugs:** Prime Therapeutics (Med-D) P.O. Box 20970 Lehigh Valley, PA 18002-0970
WEBSITE	**www.floridablue.com/medicare**

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

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

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

Method	Medicare – Contact Information
CALL	1-800-MEDICARE, or 1-800-633-4227 Calls to this number are free. 24 hours a day, 7 days a week.
TTY	1-877-486-2048 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free.
WEBSITE	www.medicare.gov This is the official government website for Medicare. It gives you up-to-date information about Medicare and current Medicare issues. It also has information about hospitals, nursing homes, physicians, home health agencies, and dialysis facilities. It includes documents you can print directly from your computer. You can also find Medicare contacts in your state. The Medicare website also has detailed information about your Medicare eligibility and enrollment options with the following tools: • **Medicare Eligibility Tool:** Provides Medicare eligibility status information. • **Medicare Plan Finder:** Provides personalized information about available Medicare prescription drug plans, Medicare health plans, and Medigap (Medicare Supplement Insurance) policies in your area. These tools provide an *estimate* of what your out-of-pocket costs might be in different Medicare plans. You can also use the website to tell Medicare about any complaints you have about BlueMedicare Complete: • **Tell Medicare about your complaint:** You can submit a complaint about BlueMedicare Complete directly to Medicare. To submit a complaint to Medicare, go to **www.medicare.gov/MedicareComplaintForm/home.aspx**. Medicare takes your complaints seriously and will use this information to help improve the quality of the Medicare program. If you don't have a computer, your local library or senior center may be able to help you visit this website using its computer. Or, you can call Medicare and tell them what information you are looking for. They will find the information on the website and review the information with you. (You can call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)

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

The State Health Insurance Assistance Program (SHIP) is a government program with trained counselors in every state. In Florida, the SHIP is called Serving Health Insurance Needs of Elders (SHINE).

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

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

METHOD TO ACCESS SHIP and OTHER RESOURCES:

- Visit ***www.medicare.gov***
- Click on "**Talk to Someone**" in the middle of the homepage
- You now have the following options
    - Option #1: You can have a **live chat with a 1-800-MEDICARE representative**
    - Option #2: You can select your **STATE** from the dropdown menu and click GO. This will take you to a page with phone numbers and resources specific to your state.

Method	SHINE (Florida's SHIP) – Contact Information
CALL	**1-800-963-5337**
TTY	**1-800-955-8770** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	SHINE Program Department of Elder Affairs 4040 Esplanade Way, Suite 270 Tallahassee, FL 32399-7000
WEBSITE	**www.FLORIDASHINE.org**

SECTION 4 Quality Improvement Organization

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

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

You should contact KEPRO in any of these situations:

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

Method	KEPRO (Florida's Quality Improvement Organization) – Contact Information
CALL	**Toll-free Phone** 1-888-317-0751 **Local Phone** 1-813-280-8256 Helpline hours of operation: Weekdays: 9:00 a.m. to 5:00 p.m. Eastern, Central, Mountain, Pacific, Alaska,and Hawaii-Aleutian time. Weekends and Holidays: 11:00 a.m. to 3:00 p.m.Eastern, Central, Mountain, Pacific, Alaska, and Hawaii-Aleutian time.
TTY	**1-855-843-4776** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	KEPRO 5201 West Kennedy Boulevard Suite 900 Tampa, FL 33609
FAX	**1-844-878-7921**
WEBSITE	**www.KEPROqio.com**

SECTION 5 Social Security

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

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

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

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

SECTION 6 Medicaid

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

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

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

To be a member of this plan you should be dually enrolled in both Medicare and Medicaid and meet all other plan eligibility requirements at the time of enrollment.

If you have questions about the assistance you get from Medicaid, contact the Florida Agency for Health Care Administration.

Method	Agency for Health Care Administration (Florida's Medicaid program) – Contact Information
CALL	1-888-419-3456 Hours are Monday-Friday 8:00 a.m. to 5:00 p.m. Eastern time.
TTY	1-800-955-8771 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	Agency for Health Care Administration 2727 Mahan Drive Tallahassee, FL 32308
WEBSITE	**www.ahca.myflorida.com/Medicaid/**

The Managed Care Ombudsman Committee Program helps people enrolled in Medicaid with service or billing problems. They can help you file a grievance or appeal with our plan.

Method	Managed Care Ombudsman Committee Program (Florida) – Contact Information
CALL	1-888-419-3456 Hours are Monday-Friday 8:00 a.m. to 5:00 p.m. Eastern time.
TTY	1-800-955-8771 This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	Managed Care Ombudsman Committee Program 2727 Mahan Drive Tallahassee, FL 32308
WEBSITE	**fndusa.org/wp-content/uploads/2015/05/AHCA-Managed-Care-Ombudsman-Committees.pdf**

The Long-Term Care Ombudsman Program helps people get information about nursing homes and resolve problems between nursing homes and residents or their families.

Method	Long-Term Care Ombudsman Program – Contact Information
CALL	1-850-414-2323 or toll -free 1-888-831-0404 Hours are Monday-Friday 8:00 a.m. to 5:00 p.m. Eastern time.
WRITE	Long-Term Care Ombudsman Program 4040 Esplanade Way, Suite 380 Tallahassee, FL 32399-7000
WEBSITE	**ombudsman.myflorida.com/**

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

The Medicare.gov website (https://www.medicare.gov/drug-coverage-part-d/costs-for-medicare-drug-coverage/costs-in-the-coverage-gap/6-ways-to-get-help-with-prescription-costs) provides information on how to lower your prescription drug costs. For people with limited incomes, there are also other programs to assist, described below.

Medicare's "Extra Help" Program

Because you are eligible for Medicaid, you qualify for and are getting "Extra Help" from Medicare to pay for your prescription drug plan costs. You do not need to do anything further to get this "Extra Help."

If you have questions about "Extra Help," call:

- 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048, 24 hours a day, 7 days a week;
- The Social Security Office at 1-800-772-1213, between 8 am to 7 pm, Monday through Friday. TTY users should call 1-800-325-0778; or
- Your State Medicaid Office (applications) (See Section 6 of this chapter for contact information).

If you believe that you are paying an incorrect cost-sharing amount when you get your prescription at a pharmacy, our plan has a process for you to either request assistance in obtaining evidence of your proper copayment level, or, if you already have the evidence, to provide this evidence to us.

If you cannot provide evidence of eligibility for "Extra Help":

- We will ask you or your representative (for example, your pharmacist) for certain information, including when you will run out of your medication.
- We will submit your request to the Centers for Medicare & Medicaid Services (CMS), the federal agency that administers Medicare, within one business day of receiving it. CMS will contact your state Medicaid office to determine your status and let us know the results before the date you indicated you would run out of medicine or within ten days, whichever comes first.
- If you have less than three days of medication left, CMS will contact your state Medicaid office within one day of receiving the request we submitted on your behalf and will inform us of the results within one business day of receiving a response from the state.
- We will attempt to notify you of the results of CMS' inquiry within one business day of receiving them. If we are not able to contact you the first time we try, we will make up to three more attempts to notify you. Our fourth attempt will be in writing. Our notice will include contact information for CMS in case you do not agree with the results of the inquiry.
- We will provide your medications at a reduced cost-sharing level as soon as we find out you are eligible for "Extra Help" with your prescription costs.

If you have evidence of eligibility for "Extra Help":

- We must accept any of the following types of evidence as proof that you are eligible for "Extra Help." Evidence may be provided by you or your pharmacist, advocate, representative, family member or other individual acting on your behalf. Each item listed below must show that you were eligible for Medicaid during a month after June of the previous calendar year:
    - A copy of your Medicaid card including your name and an eligibility date;
    - A copy of a state document that confirms active Medicaid status;
    - A print-out from your state's electronic enrollment file showing Medicaid status;
    - A screen print from your state's Medicaid systems showing Medicaid status after June of the previous calendar year;
    - Other documentation provided by the state showing Medicaid status;
    - A report of contact, including the date a verification call was made to the state Medicaid agency and the name, title and telephone number of the state staff person who verified the Medicaid status;
    - A remittance from a long-term care facility showing Medicaid payment for you for a full calendar month;
    - A copy of a state document that confirms Medicaid payment to a long-term care facility for a full calendar year on your behalf;
    - A screen print from your state's Medicaid systems showing your institutional status based on a stay of at least a full calendar month for Medicaid payment purposes;

- A copy of a state document that confirms your active Medicaid status and shows that you are receiving home- and community-based services;
- A Supplemental Security Income (SSI) Notice of Award with an effective date; or
- An Important Information letter from the Social Security Administration (SSA) confirming that you are “automatically eligible for "Extra Help.”

- When we receive the evidence showing your copayment level, we will update our system so that you can pay the correct copayment when you get your next prescription at the pharmacy. If you overpay your copayment, we will reimburse you. Either we will forward a check to you in the amount of your overpayment or we will offset future copayments. If the pharmacy hasn’t collected a copayment from you and is carrying your copayment as a debt owed by you, we may make the payment directly to the pharmacy. If a state paid on your behalf, we may make payment directly to the state. Please contact Member Services if you have questions.

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

The AIDS Drug Assistance Program (ADAP) helps ADAP-eligible individuals living with HIV/AIDS have access to life-saving HIV medications. Medicare Part D prescription drugs that are also on the ADAP formulary qualify for prescription cost-sharing assistance from Florida’s AIDS Drug Assistance Program. **Note**: To be eligible for the ADAP operating in your State, individuals must meet certain criteria, including proof of State residence and HIV status, low income as defined by the State, and uninsured/under-insured status.

If you change plans please notify your local ADAP enrollment worker so you can continue to receive assistance. For information on eligibility criteria, covered drugs, or how to enroll in the program, please call 1-800-352-2437 (TTY 1-888-503-7118), or mail the Florida ADAP at: HIV/AIDS Section, 4052 Bald Cypress Way, Tallahassee, FL 32399.

SECTION 8 How to contact the Railroad Retirement Board

The Railroad Retirement Board is an independent Federal agency that administers comprehensive benefit programs for the nation’s railroad workers and their families.

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

Method	Railroad Retirement Board – Contact Information
CALL	1-877-772-5772

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

SECTION 9 Do you have "group insurance" or other health insurance from an employer?

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

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

CHAPTER 3:

Using the plan for your medical and other covered services

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

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

For the details on what medical care and other services are covered by our plan, use the benefits chart in the next chapter, Chapter 4 *(Medical Benefits Chart, what is covered).*

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

- "**Providers**" are doctors and other health care professionals licensed by the state to provide medical services and care. The term "providers" also includes hospitals and other health care facilities.
- "**Network providers**" are the doctors and other health care professionals, medical groups, hospitals, and other health care facilities that have an agreement with us to accept our payment 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 nothing for covered services.
- "**Covered services**" include all the medical care, health care services, supplies, equipment, and Prescription Drugs that are covered by our plan. Your covered services for medical care are listed in the benefits chart in Chapter 4. Your covered services for prescription drugs are discussed in Chapter 5.

Section 1.2 Basic rules for getting your medical care and other services covered by the plan

As a Medicare and Medicaid health plan, BlueMedicare Complete must cover all services covered by Original Medicare and may offer other services in addition to those covered under Original Medicare.

BlueMedicare Complete will generally cover your medical care as long as:

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

- **You have a network primary care provider (a PCP) who is providing and overseeing your care.** As a member of our plan, you must choose a network PCP (for more information about this, see Section 2.1 in this chapter).
    - In most situations, your network PCP must give you approval in advance before you can use other providers in the plan's network, such as specialists, hospitals, skilled nursing facilities, or home health care agencies. This is called giving you a "referral." For more information about this, see Section 2.3 of this chapter.
    - Referrals from your PCP are not required for emergency care or urgently needed services. There are also some other kinds of care you can get without having approval in advance from your PCP (for more information about this, see Section 2.2 of this chapter).
- **You must receive your care from a network provider** (for more information about this, see Section 2 in this chapter). In most cases, care you receive from an out-of-network provider (a provider who is not part of our plan's network) will not be covered. This means that you will have to pay the provider in full for the services furnished. *Here are three exceptions*:
    - The plan covers emergency care or urgently needed services that you get from an out-of-network provider. For more information about this, and to see what emergency or urgently needed services means, see Section 3 in this chapter.
    - If you need medical care that Medicare or Medicaid requires our plan to cover but there are no specialists in our network that provide this care, you can get this care from an out-of-network provider at the same cost-sharing you normally pay in-network. In this case, before you receive care from an out-of-network provider, your PCP must obtain authorization from the plan on your behalf. In this situation, we will cover these services as if you got the care from a network provider. For information about getting approval to see an out-of-network doctor, see Section 2.4 in this chapter.
    - The plan covers kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area or when your provider for this service is temporarily unavailable or inaccessible. The cost-sharing you pay the plan for dialysis can never exceed the cost-sharing in Original Medicare. If you are outside the plan's service area and obtain the dialysis from a provider that is outside the plan's network, your cost-sharing cannot exceed the cost-sharing you pay in-network. However, if your usual in-network provider for dialysis is temporarily unavailable and you choose to obtain services inside the service area from a provider outside the plan's network the cost-sharing for the dialysis may be higher.

SECTION 2 Use providers in the plan's network to get your medical care and other services

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

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

When you become a member of our Plan, you must choose a plan provider to be your PCP. If you do not select a PCP, we will assign a PCP to you. A PCP may be listed in your *Provider Directory* as a Family Practice, General Practice, Geriatrician, Pediatrician or Internal Medicine physician. The doctor you chose as **your PCP** (or who was assigned to be your PCP) serves as your first point of contact for your health concerns and the main keeper of your medical records.

You receive your basic and routine medical care from your PCP. Because your PCP knows your healthcare history and needs, he or she can determine when you need to get care from other healthcare providers (such as specialists and hospitals). He or she coordinates the care you get as a member of our Plan and helps you arrange certain services you need. These services include:

- Outpatient radiological services (for example, radiation therapy, CT scans and MRIs);
- Outpatient diagnostic procedures and tests (for example, cardiovascular screenings and allergy tests);
- Outpatient therapies (Occupational Therapy, Speech/Language Therapy and Physical Therapy);
- Care from physicians who are specialists;
- Hospital admissions;
- Follow-up care; and
- Mental or behavioral health services.

If you need certain types of covered services or supplies, your PCP will need to get prior authorization (prior approval) from us. In addition, your PCP will have to give you a referral before you see most types of specialists. If you don't have a referral from your PCP, services you receive from most specialists won't be covered by our plan.

PLEASE NOTE: In most cases, if you see another healthcare provider, including another PCP, without first seeing and getting a referral from **your PCP** (the provider you chose or were assigned by our plan), your care will not be covered by our plan. Section 2.2 includes a list of services you can receive without getting a referral from your PCP first. This requirement does not apply if you need emergency or urgent care.

How do you choose your PCP?

When you complete your BlueMedicare Complete enrollment form, there is a section where you must indicate your selection of a PCP. Remember: if you do not choose a PCP on your enrollment form, one

will be assigned to you. For assistance in choosing your PCP, please call Member Services at 1-800-926-6565 (TTY users should call 1-800-955-8770). Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.

Changing your PCP

You may change your PCP for any reason, at any time. Also, it's possible that your PCP might leave our plan's network of providers and you would have to find a new PCP.

You may change your PCP by calling Member Services (phone numbers are printed on the back cover of this booklet) or by accessing our website, **www.floridablue.com/medicare**. If you call Member Services, be sure to tell us if you are getting covered services that need your PCP's approval (such as Home Health services and certain kinds of durable medical equipment). We will help make sure that you can continue with services you have been getting when you change to a new PCP. We will also check that the PCP you wish to switch to is accepting new patients.

You should also ask whether the PCP has a referral relationship with any specialist you are currently seeing. We will make the change for you and tell you over the phone when this change will go into effect.

If we receive a request to change your PCP, the change will be effective the 1st of the following month. If you need care, continue to see your current PCP until the effective date of the change. When you call us, we will tell you when the change to your new PCP will take effect.

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

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

- Routine women's health care, which includes breast exams, screening mammograms (x-rays of the breast), Pap tests, and pelvic exams as long as you get them from a network provider.
- Flu shots, COVID-19 vaccinations, Hepatitis B vaccinations, and pneumonia vaccinations, as long as you get them from a network provider.
- Emergency services from network providers or from out-of-network providers.
- Urgently needed services are covered services that are not emergency services, provided when the network providers are temporarily unavailable or inaccessible or when the enrollee is out of the service area. For example, you need immediate care during the weekend. Services must be immediately needed and medically necessary.

- Kidney dialysis services that you get at a Medicare-certified dialysis facility when you are temporarily outside the plan's service area. (If possible, please call Member Services before you leave the service area so we can help arrange for you to have maintenance dialysis while you are away.
- All other preventive healthcare services.
- Care you receive from the following types of providers, as long as your care is provided by network providers:
    - Providers of routine vision care services,
    - Providers of routine hearing services,
    - Chiropractors,
    - Dentists,
    - Providers of outpatient mental health and substance abuse treatment,
    - Dermatologists,
    - Podiatrists,
    - Inpatient Hospital providers,
    - Inpatient Psychiatric Hospital providers,
    - Skilled Nursing Facilities providers,
    - Partial Hospitalization providers,
    - Home Health Service providers,
    - Outpatient Hospital providers,
    - Outpatient Surgery providers (Ambulatory Surgical Centers and Hospitals),
    - Providers of Outpatient Blood Services,
    - Any network provider when he or she is providing a covered preventive healthcare service; and,
    - Transportation providers.

Section 2.3 How to get care from specialists and other network providers

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

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

You will need a referral from your PCP before you see any kind of specialist except for the specialists listed in Section 2.2 above. For all other specialists you must obtain a referral from your PCP.

You will need a referral (approval in advance) from your PCP before you see any kind of specialist (except for the specialists listed in Section 2.2 above). **If you don't have a referral (approval in advance) before you get services from a specialist, you may have to pay for these services yourself**. If the specialist wants you to come back for follow-up visits, be sure to check the original referral to see if these were included.

In a few cases, **the network specialists you can use may depend on which person you chose to be your PCP. Criteria regarding specialist availability is noted in our Provider Directory**. If there are specific specialists you want to use, find out whether your PCP refers patients to these specialists. You can change your PCP at any time if you want to see a plan specialist that your current PCP does not refer to. If you want to change your PCP, please see "Changing your PCP" as noted earlier in this section. If there are specific hospitals you wish to use, find out whether the doctors you will be seeing use these hospitals.

If you need certain types of covered services or supplies, your PCP will need to get prior authorization (prior approval) **from our plan.** The following is a list of services and supplies for which prior authorization is required:

- Inpatient hospital care;
- Inpatient mental health care;
- Skilled Nursing Facility care;
- Home Health care;
- Partial Hospitalization services;
- Certain outpatient hospital services;
- Services received at an Ambulatory Surgical Center;
- Ambulance services, **except in cases of emergency;**
- Occupational/physical/speech therapy services;
- Certain outpatient radiological services (for example, radiation therapy, MRIs and CT scans);
- Certain outpatient diagnostic procedures and tests (for example, cardiovascular screenings and allergy testing);
- Non-emergency outpatient mental health specialty services;
- Non-emergency outpatient substance abuse services;
- Opioid Treatment services;
- Certain types of durable medical equipment, prosthetics/orthotics and medical supplies;
- Medicare-covered comprehensive dental services;
- Prescription drugs covered under Part B of Original Medicare, except for allergy injections; and
- Telehealth

The Medical Benefits Chart in Chapter 4, Section 2.1 also indicates which services require your PCP to obtain prior authorization from our plan before you receive them. The services are in **bold** in the Medical Benefits Chart.

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

We may make changes to the hospitals, doctors, and specialists (providers) that are part of your plan during the year. If your doctor or specialist leaves your plan you have certain rights and protections that are summarized below:

- Even though our network of providers may change during the year, Medicare requires that we furnish you with uninterrupted access to qualified doctors and specialists.
- We will make a good faith effort to provide you with at least 30 days' notice that your provider is leaving our plan so that you have time to select a new provider.
- We will assist you in selecting a new qualified provider to continue managing your health care needs.
- If you are undergoing medical treatment you have the right to request, and we will work with you to ensure, that the medically necessary treatment you are receiving is not interrupted.
- If our network does not have a qualified specialist for a plan-covered service, we must cover that service at in-network cost-sharing. Prior authorization is required.
- If you find out your doctor or specialist is leaving your plan, please contact us so we can assist you in finding a new provider to manage your care.
- If you believe we have not furnished you with a qualified provider to replace your previous provider or that your care is not being appropriately managed, you have the right to file a quality of care complaint to the QIO, a quality of care grievance to the plan, or both. Please see Chapter 9.

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

Normally, you must receive care from network providers in order for the plan to cover your care. If you need emergency medical care, however, the plan will cover services provided by out-of-network providers. We will also cover services provided by out-of-network providers if you receive urgently needed care and you are not able to use a network provider. We cover dialysis services both in and out of network. Finally, if you need specialized care that our network providers are not able to provide, we will cover the care when you receive it from an out-of-network provider. Before you receive specialized care outside our network, however, your PCP must obtain authorization from the plan for you.

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

Section 3.1 Getting care if you have a medical emergency

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

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

If you have a medical emergency:

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

What is covered if you have a medical emergency?

You may get covered emergency medical care whenever you need it, anywhere in the United States or its territories. Our plan covers ambulance services in situations where getting to the emergency room in any other way could endanger your health. We also cover medical services during the emergency.

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

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

What if it wasn't a medical emergency?

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

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

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

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

What are "urgently needed services"?

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

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

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

You may receive urgent care services at a doctor's office or an urgent care center. For a list of the providers in the plan's network, see the *Provider Directory*. Refer to the online *Provider Directory* at **www.floridablue.com/medicare**. You may also call Member Services to get more information (phone numbers are printed on the back cover of this booklet).

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

- We cover emergency and urgent care services received outside the United States and its territories. Coverage is limited to a $25,000 combined maximum per calendar year and does not include coverage of emergency transportation services.

- Our plan covers the same emergency and urgent care services whether you receive them inside or outside the United States and its territories. You may be required to pay 100% of charges at the time services are rendered when received outside the United States and its territories. You may then submit your claims for reimbursement consideration. Proof of payment, translations and currency conversions will be required with the claim submission. We do not cover ambulance transportation outside of the US or its territories.

You should call the BlueCard Worldwide Service Center at 1-800-810-BLUE (2583) (follow the prompts for international provider), or call collect at 1-804-673-1177 for assistance in arranging a billing agreement with the foreign provider.

Section 3.3 Getting care during a disaster

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

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

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

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

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

If you have paid for your covered services, or if you have received a bill for covered medical services, go to Chapter 7 *(Asking us to pay our share of a bill you have received for covered medical services or drugs)* for information about what to do.

Section 4.2 What should you do if services are not covered by our plan?

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

For covered services that have a benefit limitation, you also pay the full cost of any services you get after you have used up your benefit for that type of covered service. Also, once you reach a benefit limit, any additional costs you pay for services that are covered under that benefit will not count toward any plan out-of-pocket maximum.

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

Section 5.1 What is a "clinical research study"?

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

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

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

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

Although you do not need to get our plan's permission to be in a clinical research study, we encourage you to notify us in advance when you choose to participate in Medicare-qualified clinical trials.

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

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

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

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

After Medicare has paid its share of the cost for these services, our plan will pay the rest. Like for all covered services, you will pay nothing for the covered services you get in the clinical research study.

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

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

Do you want to know more?

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

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

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

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

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

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

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

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

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

Your stay in a religious non-medical health care institution is not covered by our plan unless you obtain authorization (approval) in advance from our plan and will be subject to the same coverage limitations as the inpatient or skilled nursing facility care you would otherwise have received. Please refer to the Medical Benefits Chart in Chapter 4 for coverage rules and additional information on cost-sharing and limitations for inpatient hospital and skilled nursing facility coverage.

SECTION 7 Rules for ownership of durable medical equipment

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

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

In Original Medicare, people who rent certain types of DME own the equipment after paying copayments for the item for 13 months. As a member of BlueMedicare Complete, however, you will not acquire ownership of rented DME items no matter how many copayments you make for the item while a member of our plan, even if you made up to 12 consecutive payments for the DME item under Original Medicare before you joined our plan.

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

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

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

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

Section 7.2 Rules for oxygen equipment, supplies, and maintenance

What oxygen benefits are you entitled to?

If you qualify for Medicare oxygen equipment coverage BlueMedicare Complete will cover:

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

If you leave BlueMedicare Complete or no longer medically require oxygen equipment, then the oxygen equipment must be returned.

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

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

even if you remain with the same company, requiring you to pay copayments for the first 36 months. If you join or leave our plan, the five-year cycle starts over.

CHAPTER 4:

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

SECTION 1 Understanding covered services

This chapter provides a Medical Benefits Chart that lists your covered services as a member of BlueMedicare Complete. Later in this chapter, you can find information about medical services that are not covered. It also explains limits on certain services.

Section 1.1 You pay nothing for your covered services

Because you get assistance from Medicaid, you pay nothing for your covered services as long as you follow the plans' rules for getting your care. (See Chapter 3 for more information about the plans' rules for getting your care.)

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

Note: Because our members also get assistance from Medicaid, very few members ever reach this out-of-pocket maximum. If you are eligible for Medicare cost-sharing assistance under Medicaid, you are not responsible for paying any out-of-pocket costs toward the maximum out-of-pocket amount for covered Part A and Part B services.

Because you are enrolled in a Medicare Advantage Plan, there is a limit on the amount you have to pay out-of-pocket each year for medical services that are covered by our plan. This limit is called the maximum out-of-pocket (MOOP) amount for medical services. For calendar year 2023 this amount is $2,500.

The amounts you pay for covered services count toward this maximum out-of-pocket amount. The amounts you pay for your plan premiums and for your Part D prescription drugs do not count toward your maximum out-of-pocket amount. In addition, amounts you pay for some services do not count toward your maximum out-of-pocket amount. These services are marked with an asterisk in the Medical Benefits Chart. If you reach the maximum out-of-pocket amount of $2,500, you will not have to pay any out-of-pocket costs for the rest of the year for covered Part A and Part B services. However, you must continue to pay your plan premium and the Medicare Part B premium (unless your Part B premium is paid for you by Medicaid or another third party).

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

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

Here is how this protection works.

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

We do not allow providers to bill you for covered services. We pay our providers directly, and we protect you from any charges. This is true even if we pay the provider less than the provider charges for a service. If you receive a bill from a provider, call Member Services.

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

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

The Medical Benefits Chart on the following pages lists the services BlueMedicare Complete covers. Part D prescription drug coverage is in Chapter 5. The services listed in the Medical Benefits Chart are covered only when the following coverage requirements are met:

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

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

- You receive your care from a network provider. In most cases, care you receive from an out-of-network provider will not be covered unless it is emergent or urgent care or unless your plan or a network provider has given you a referral. This means that you will have to pay the provider in full for the services furnished.

- You have a primary care provider (a PCP) who is providing and overseeing your care. In most situations, your PCP must give you approval in advance before you can see other providers in the plan's network. This is called giving you a "referral."

- Some of the services listed in the Medical Benefits Chart are covered *only* if your doctor or other network provider gets approval in advance (sometimes called "prior authorization") from us. Covered services that need approval in advance are marked in the Medical Benefits Chart in **bold**.

Other important things to know about our coverage:

- You are covered by both Medicare and Medicaid. Medicare covers health care and prescription drugs. Medicaid covers your cost-sharing for Medicare services. If you receive full Medicaid benefits from the State, see the listing of Medicaid benefits following the Medicare Medical Benefits Chart in this chapter.

- Like all Medicare health plans, we cover everything that Original Medicare covers. (If you want to know more about the coverage and costs of Original Medicare, look in your *Medicare & You 2023* handbook. View it online at **www.medicare.gov** or ask for a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.)

- For all preventive services that are covered at no cost under Original Medicare, we also cover the service at no cost to you.

- If Medicare adds coverage for any services during 2023, either Medicare or our plan will cover those services.

- The Medicare benefits will cover the majority of the Medicaid benefits. For all covered Medicare and Medicaid benefits, there is no cost-sharing.

- If you are within our plan's six (6) month period of deemed continued eligibility, we will continue to provide all Medicare Advantage plan-covered Medicare benefits. However, during this period, our Medicare Advantage plan is also responsible for continued coverage of the Medicaid benefits that are specified in our plan's agreement with your State Medicaid Agency. *The amount you pay for Medicare covered services may increase during this period.*

You do not pay anything for the services listed in the Medical Benefits Chart, as long as you meet the coverage requirements described above.

If you are eligible for Medicare cost-sharing assistance under Medicaid, you do not pay anything for the services listed in the Benefits Chart, as long as you meet the coverage requirements described above.

Important Benefit Information for all Enrollees Participating in Wellness and Health Care Planning (WHP) Services

- Because BlueMedicare Complete participates in the Value-Based Insurance Design Program (VBID), you will be eligible for the following WHP services, including Advance Care Planning (ACP) services:
    - As a Florida Blue Medicare member, you have access to telephonic and digital advance care planning tools. These resources are available to help you and your family clarify decision making, and communicate and document your preferences to ensure your care experience matches what is most important to you now and in the future.
    - You may obtain these services by contacting Member Services number at 1-800-926-6565 for additional information. (TTY users should call 1-800-955-8770.)
- Additionally, if you meet certain health conditions now or your health status changes in the future, Florida Blue Medicare will reach out to you. A clinician or social worker will provide support to ensure you have an advance directive in place and you are able to share it with your family and doctors.
- Participation in any programs that include Wellness and Healthcare Planning or Advance Care Planning complements other services you may be receiving through Florida Blue and is a voluntary service that you are free to decline at any time.

Important Benefit Information for Enrollees Who Qualify for "Extra Help":

- If you receive "Extra Help" to pay your Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance, you may be eligible for other targeted supplemental benefits and/or targeted reduced cost-sharing.
- Please go to the Medical Benefit Chart in Chapter 4 for further detail.
- Members in this plan will pay nothing for their Part D covered drugs through the deductible, initial coverage, gap coverage, and catastrophic stages.

- Additionally, members who receive extra help will qualify for Healthy Food Benefit (Value-Based Insurance Design Benefit) supplemental benefit, see Medical Benefit Chart in Chapter 4 for further detail.

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

Medical Benefits Chart

Services that are covered for you	**What you must pay** when you get these services
 **Abdominal aortic aneurysm screening** A one-time screening ultrasound for people at risk. The plan only covers this screening if you have certain risk factors and if you get a referral for it from your physician, physician assistant, nurse practitioner, or clinical nurse specialist.	There is no coinsurance, copay, or deductible for members eligible for this preventive screening.
Acupuncture for chronic low back pain Covered services include: Up to 12 visits in 90 days are covered for Medicare beneficiaries under the following circumstances: For the purpose of this benefit, chronic low back pain is defined as: • Lasting 12 weeks or longer; • nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious, etc. disease); • not associated with surgery; and • not associated with pregnancy. An additional eight sessions will be covered for those patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered annually. Treatment must be discontinued if the patient is not improving or is regressing.	**For Acupuncture services ONLY: Prior Authorization is required for over 12 visits. Contact Member Services for more information.** $0 copay for each Medicare-covered acupuncture service.

Services that are covered for you	What you must pay when you get these services
Acupuncture for chronic low back pain (continued) 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: • a masters or doctoral level degree in acupuncture or Oriental Medicine from a school accredited by the Accreditation Commission on Acupuncture and Oriental Medicine (ACAOM); and, • a current, full, active, and unrestricted license to practice acupuncture in a State, Territory, or Commonwealth (i.e. Puerto Rico) of the United States, or District of Columbia. 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.	
Ambulance services • Covered ambulance services include fixed wing, rotary wing, and ground ambulance services, to the nearest appropriate facility that can provide care only if they are furnished to a member whose medical condition is such that other means of transportation could endanger the person's health or if authorized by the plan. • Non-emergency transportation by ambulance is appropriate if it is documented that the member's condition is such that other means of transportation could endanger the person's health and that transportation by ambulance is medically required. • If an ambulance is called, and ambulance transport is refused, any billed services will not be covered.	**Except for emergency care, prior authorization is required for ambulance services. Contact Member Services for more information.** **In- and Out-of-Network** $0 copay for each Medicare-covered trip (one-way)

Services that are covered for you	What you must pay when you get these services
Annual wellness visit If you've had Part B for longer than 12 months, you can get an annual wellness visit to develop or update a personalized prevention plan based on your current health and risk factors. This is covered once every 12 months. **Note**: Your first annual wellness visit can't take place within 12 months of your "Welcome to Medicare" preventive visit. However, you don't need to have had a "Welcome to Medicare" visit to be covered for annual wellness visits after you've had Part B for 12 months. You may not receive an annual wellness visit provided by an OB/GYN and another one provided by your PCP within a single 12-month period. Florida Blue has chosen to extend this benefit to be offered once a calendar year even if it is within 12 months of your last visit. Our plan only covers Medicare accepted preventive care as outlined by the United States Task Force on Preventive Services. For routine women's healthcare, Medicare covers breast exams, screening mammograms, Pap tests and pelvic exams. All other routine physicals or preventive services, not specified as covered under Medicare, including OB/GYN routine physicals, are not covered by our plan.	There is no coinsurance, copayment, or deductible for the annual wellness visit.
At Home Care We offer this benefit through our partnership with our participating provider who connects youthful, energetic adults to enrollees who require assistance with transportation, companionship, household chores, use of electronic devices, exercise and activity. Benefits include the following: **At Home Care, 60 hours per year.** Services include support with Instrumental Activities of Daily Living (IADL). Visits are available seven days a week, between 7:00 a.m. to 10:00 p.m. Visits are easily scheduled through a toll-free number or mobile app.	$0 copay

Services that are covered for you	What you must pay when you get these services
At Home Care (continued) Safety and security is our #1 focus for Members. Our provider completes a robust initial and ongoing training, including escalation protocols for handling urgent or emergent situations to ensure the safety of our members. For information regarding medical services normally received from a Home Health Agency, see the *Home health agency care* benefits section in this chart. Benefits are available through our participating provider. For more information, please contact Member Services (phone numbers are printed on the back cover of this booklet).	
Bone mass measurement For qualified individuals (generally, this means people at risk of losing bone mass or at risk of osteoporosis), the following services are covered every 24 months or more frequently if medically necessary: procedures to identify bone mass, detect bone loss, or determine bone quality, including a physician's interpretation of the results.	There is no coinsurance, copayment, or deductible for Medicare-covered bone mass measurement.
Breast cancer screening (mammograms) Covered services include: • One baseline mammogram between the ages of 35 and 39 • One screening mammogram every 12 months for women age 40 and older • Clinical breast exams once every 24 months **Note**: Any diagnostic test resulting from breast cancer screening (mammograms) or conducted along with mammograms (such as breast ultrasounds), are subject to the applicable cost-sharing amounts. See	There is no coinsurance, copay, or deductible for covered screening mammograms.

Services that are covered for you	What you must pay when you get these services
Breast cancer screening (mammograms) (continued) Outpatient diagnostic tests and therapeutic services and supplies in this Benefit Chart for more information.	
Cardiac rehabilitation services Comprehensive programs of cardiac rehabilitation services that include exercise, education, and counseling are covered for members who meet certain conditions with a doctor's order. The plan also covers intensive cardiac rehabilitation programs that are typically more rigorous or more intense than cardiac rehabilitation programs.	**A referral is required for services. Contact Member Services for more information.** $0 copay for Medicare-covered cardiac rehabilitation visits at all outpatient places of service. $0 copay for Medicare-covered intensive cardiac rehabilitation visits at all outpatient places of service.
Cardiovascular disease risk reduction visit (therapy for cardiovascular disease) We cover one visit per year with your primary care doctor to help lower your risk for cardiovascular 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.	There is no coinsurance, copay, or deductible for the intensive behavioral therapy cardiovascular disease preventive benefit.

Services that are covered for you	**What you must pay** when you get these services
Cardiovascular disease testing Blood tests for the detection of cardiovascular disease (or abnormalities associated with an elevated risk of cardiovascular disease) once every 5 years (60 months).	There is no coinsurance, copay, or deductible for cardiovascular disease testing that is covered once every 5 years.
Caregiver Support We provide coverage for coaching, education and support services such as counseling and training courses for caregivers of members. Benefits include: • A web-based tool that contains educational content covering topics on health, wealth, senior living, in-home care and lifestyle. • Access for caregivers and family members to post updates and videos; tools to manage documents, stay organized and on top of upcoming tasks and appointments. • Search tools for community resources (i.e. senior housing search and in-home care search). Benefits are available through our participating provider. For more information, please contact Member Services (phone numbers are printed on the back cover of this booklet).	$0 copay
Cervical and vaginal cancer screening Covered services include: • For all women: Pap tests and pelvic exams are covered once every 24 months • If you are at high risk of cervical or vaginal cancer or you are of childbearing age and have had an abnormal Pap test within the past 3 years: one Pap test every 12 months	There is no coinsurance, copay, or deductible for Medicare-covered preventive Pap and pelvic exams.

Services that are covered for you	What you must pay when you get these services
Chiropractic services Covered services include: • We cover only Manual manipulation of the spine to correct subluxation. **The following services are provided through eligibility for traditional Florida Medicaid.** • Up to 24 visits per year • X-rays **Note**: X-rays requested by a Chiropractor are covered if coordinated through your PCP.	$0 copay for Medicare-covered chiropractic services
Colorectal cancer screening For people 50 and older, the following are covered: • Flexible sigmoidoscopy (or screening barium enema as an alternative) every 48 months One of the following every 12 months: • Guaiac-based fecal occult blood test (gFOBT) • Fecal immunochemical test (FIT) DNA based colorectal screening every 3 years For people at high risk of colorectal cancer, we cover: • Screening colonoscopy (or screening barium enema as an alternative) every 24 months For people not at high risk of colorectal cancer, we cover: • Screening colonoscopy every 10 years (120 months), but not within 48 months of a screening sigmoidoscopy	There is no coinsurance, copay, or deductible for a Medicare-covered colorectal cancer screening exams and/or tests.
Dental services In general, preventive dental services (such as cleaning, routine dental exams, and dental x-rays) are not covered by Original Medicare. We cover:	**Prior authorization is required for**

Services that are covered for you	**What you must pay** when you get these services
Dental services (continued) Non-routine dental care (covered services are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician).	**Medicare-covered comprehensive dental services. Contact Member Services for more information.** $0 copay for Medicare-covered non-routine dental care.
Dental services* (additional benefits) We also cover the following additional dental services and supplies not covered by Medicare: **Annual Deductible: $0** **Annual Maximum: Unlimited** **PREVENTIVE SERVICES**	
<u>Clinical Oral Evaluations</u> **2 evaluations per 12 consecutive months (combined with D0150)** D0120 – Periodic oral evaluation D0150 – Comprehensive oral evaluation – new or established patient *Comprehensive oral evaluations (D0150) are limited to 1 per lifetime, per dentist but also count against the 2 evaluation limit per 12-consecutive months.*	$0 copay
<u>Diagnostic Imaging (X–rays)</u> **1 set per 12 consecutive months** D0220 – Intraoral periapical – first radiographic image D0230 – Intraoral periapical – each additional	$0 copay

Services that are covered for you	**What you must pay** when you get these services
Dental services* (additional benefits) (continued)	
radiographic image D0240 – Intraoral – occlusal radiographic image D0270 – Bitewing – single radiographic image D0272 – Bitewings – two radiographic images D0273 – Bitewings – three radiographic images D0274 – Bitewings – four radiographic images D0277 – Vertical bitewings – 7-8 radiographic images *Any of the above codes constitute one set.* **1 set every 3 years** D0210 – Intraoral – complete series of radiographic images D0330 – Panoramic radiographic image *Any of the above codes constitute one set. Intraoral and panoramic imaging services count against the 1 set per year limit.*	
Dental Prophylaxis (Cleanings) **2 per 12 consecutive months (combined with D1110, D4910)** D1110 – Prophylaxis – adult D4910 – Periodontal maintenance	$0 copay
Fluoride **2 per 12 consecutive months, either D1206 or D1208** D1206 - Topical application of fluoride varnish D1208 - Topical application of fluoride, excluding varnish	$0 copay
COMPREHENSIVE SERVICES	
Fillings **2 restorations per 12 consecutive months (combined with D2140, D2150, D2160, D2161, D2330, D2331, D2332, D2335, D2391, D2392, D2393, D2394)** D2140 – Amalgam – one surface, primary or permanent D2150 – Amalgam – two surfaces, primary or permanent D2160 – Amalgam – three surfaces, primary or permanent D2161 – Amalgam – four or more surfaces, primary or permanent D2330 – Resin–based composite – one surface, anterior	$0 copay

Services that are covered for you	**What you must pay** when you get these services
Dental services* (additional benefits) (continued) D2331 – Resin–based composite – two surfaces, anterior D2332 – Resin–based composite – three surfaces, anterior D2335 – Resin–based composite – four or more surfaces, anterior D2391 – Resin–based composite – one surface, posterior D2392 – Resin–based composite – two surfaces, posterior D2393 – Resin–based composite – three surfaces, posterior D2394 – Resin–based composite – four or more surfaces, posterior	
Crowns **1 crown per 12 consecutive months (combined with D2710, D2740, D2750, D2751, D2752, D2790, D2791, D2792, D2794)** D2710 – Crown – resin– based composite (indirect) D2740 – Crown – porcelain/ceramic substrate D2750 – Crown – porcelain fused to high noble metal D2751 – Crown – porcelain fused to predominantly base metal D2752 – Crown – porcelain fused to noble metal D2790 – Crown – full cast high noble metal D2791 – Crown – full cast predominately base metal D2792 – Crown – full cast noble metal D2794 – Crown – titanium **1 per 12 consecutive months (combined with D2950, D2951, D2952)** D2950 – Core build–up, including any pins when required D2951 – Pin retention – per tooth, in addition to restoration D2952 – Post and core in addition to crown, indirectly fabricated	$0 copay
Endodontics – Root Canals **1 per 12 consecutive months (combined with D3220, D3310, D3320, D3330, D3346, D3347, D3348)** D3220 – Therapeutic pulpotomy (excluding final restoration) – removal of pulp D3310 – Endodontic therapy, anterior tooth (excluding final restoration) D3320 – Endodontic therapy, bicuspid tooth (excluding final restoration) D3330 – Endodontic therapy, molar (excluding final restoration) D3346 – Retreatment or previous root canal therapy – anterior D3347 – Retreatment or previous root canal therapy – bicuspid	$0 copay

Services that are covered for you	What you must pay when you get these services
Dental services* (additional benefits) (continued) D3348 – Retreatment or previous root canal therapy – molar	
Periodontics **1 per quadrant per 24 month period** D4341 - Periodontal scaling and root planing - four or more teeth per quadrant D4342 - Periodontal scaling and root planing - one to three teeth per quadrant **1 per 36 months- not to be completed on the same day as D0150 or D1110** D4355 -Full mouth debridement	$0 copay
Extractions - Simple or Surgical **Maximum of 4 per 12 consecutive months (combined with D7210, D7220, D7230, D7240, D7241, D7250)** D7140 – Extraction, erupted tooth or exposed root (elevation and/or forceps removal) **Maximum of 4 per 12 consecutive months (combined with D7140)** D7210 – Surgical removal of erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated D7220 – Removal of impacted tooth – soft tissue D7230 – Removal of impacted tooth – partially bony D7240 – Removal of impacted tooth – completely bony D7241 – Removal of impacted tooth – completely bony, with unusual surgical complications D7250 – Surgical removal of residual roots (cutting procedure)	$0 copay
Dentures – Complete or Partial **Max 1 set per 60 months (combined with D5110, D5120, D5130, D5140, D5211, D5212, D5213, D5214)** D5110 – Complete denture – maxillary D5120 – Complete denture – mandibular D5130 – Immediate denture – maxillary	$0 copay

Services that are covered for you	**What you must pay** when you get these services
Dental services* (additional benefits) (continued) D5140 – Immediate denture – mandibular D5211 – Maxillary partial denture – resin base (including any conventional clasps, rests and teeth) D5212 – Mandibular partial denture – resin base (including any conventional clasps, rests and teeth) D5213 – Maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) D5214 – Mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	
<u>Denture Adjustments, Repairs and Relines</u> **1 per 12 consecutive months (either D5410, D5710, D5730, D5750)** D5410 – Adjust complete denture – maxillary D5710 – Rebase complete maxillary denture D5730 – Reline complete maxillary denture (chair side) D5750 – Reline complete maxillary denture (laboratory) **1 per 12 consecutive months (either D5411, D5711, D5731, D5751)** D5411 – Adjust complete denture – mandibular D5711 – Rebase complete mandibular denture D5731 – Reline complete mandibular denture (chair side) D5751 – Reline complete mandibular denture (laboratory) **2 per 12 consecutive months, 5 maximum per 5 years (either D5511, D5512, D5520, D5611, D5612, D5621, D5622, D5630, D5640, D5650, D5660)** D5511 – Repair broken complete denture base, mandibular D5512 – Repair broken complete denture base, maxillary D5520 – Replace missing or broken teeth – complete denture (each tooth) D5611 – Repair resin partial denture base, mandibular D5612 – Repair resin partial denture base, maxillary D5621 – Repair cast partial framework, mandibular D5622 – Repair cast partial framework, maxillary D5630 – Repair or replace broken clasp D5640 – Replace broken teeth – per tooth D5650 – Add tooth to existing partial denture D5660 – Add clasp to existing partial denture	$0 copay

Services that are covered for you	**What you must pay** when you get these services
Dental services* (additional benefits) (continued) **1 per 12 consecutive months (either D5740, D5760)** D5740 – Reline maxillary partial denture (chair side) D5760 – Reline maxillary partial denture (laboratory) **1 per 12 consecutive months (either D5741, D5761)** D5741 – Reline mandibular partial denture (chair side) D5761 – Reline mandibular partial denture (laboratory) Amounts you pay for these additional dental services and supplies do not count toward your in-network out-of-pocket maximum amount. Benefits are subject to the terms of coverage in effect on the date services are received and may change if the benefits or the proposed treatment plan changes. Predeterminations or pre-estimates are not a guarantee of payment. Benefits may change from one year to the next if a treatment plan spans two years. Please check your benefits in effect for the date services are rendered to determine what coverage is in effect.	
Depression screening We cover one screening for depression per year. The screening must be done in a primary care setting that can provide follow-up treatment and/or referrals.	There is no coinsurance, copay, or deductible for an annual depression screening visit.
Diabetes screening We cover this screening (includes fasting glucose tests) if you have any of the following risk factors: high blood pressure (hypertension), history of abnormal cholesterol and triglyceride levels (dyslipidemia), obesity, or a history of high blood sugar (glucose). Tests may also be covered if you meet other requirements, like being overweight and having a family history of diabetes.	There is no coinsurance, copay, or deductible for the Medicare covered diabetes screening tests.

Services that are covered for you	What you must pay when you get these services
Diabetes screening (continued) Based on the results of these tests, you may be eligible for up to two diabetes screenings every 12 months.	
Diabetes self-management training, diabetic services and supplies For all people who have diabetes (insulin and non-insulin users). Covered services include: • Supplies to monitor your blood glucose: Blood glucose monitor, blood glucose test strips, lancet devices and lancets, and glucose-control solutions for checking the accuracy of test strips and monitors. • For people with diabetes who have severe diabetic foot disease: One pair per calendar year of therapeutic custom-molded shoes (including inserts provided with such shoes) and two additional pairs of inserts, or one pair of depth shoes and three pairs of inserts (not including the non-customized removable inserts provided with such shoes). Coverage includes fitting. • Diabetes self-management training is covered under certain conditions. • All medically necessary DME covered by Original Medicare is covered under our plan. Coverage of DME items and supplies may require coordination by Florida Blue Medicare's DME provider. Contact Member Services (phone numbers are printed on the back cover of this booklet) for additional information. • Florida Blue Medicare covers needles, syringes or Insulin for self-injection as part of your pharmacy benefit (Medicare Part D). You can get these items from your local network retail pharmacy or through one of our **mail-order pharmacies**. Your cost share is based on the approved tier placement of the product on the drug list (Formulary) for the plan year.	$0 copay for Medicare-covered blood glucose monitors, blood glucose test strips, and lancet devices. $0 copay for diabetic therapeutic shoes and inserts. $0 copay for diabetes self-management training. 0% coinsurance for drugs administered through infusion pumps or other DME equipment. See also the "Telehealth" section of this Benefits Chart. See also the "Durable medical equipment (DME) and related

Services that are covered for you	What you must pay when you get these services
Diabetes self-management training, diabetic services and supplies (continued) • Florida Blue Medicare covers glucose meters, lancets, insulin for use in a pump and test strips as part of your medical benefit (Medicare Part B). • Insulin for pump use may be obtained from a Florida Blue Medicare contracted retail pharmacy or through our participating DME network. • Lifescan (OneTouch®) glucose meters and test strips may be obtained from a Florida Blue Medicare contracted retail pharmacy. • Lifescan (OneTouch®) as well as other brands of glucose meters and test strips can also be obtained through our participating DME network. • Coverage of DME items and supplies may require coordination by Florida Blue Medicare's DME provider.	supplies" section of this Benefits Chart. For cost-sharing applicable to insulin and syringes see Chapter 6.
Durable medical equipment (DME) and related supplies (For a definition of "durable medical equipment," see Chapter 12 as well as Chapter 3, Section 7 of this document.) Covered items include, but are not limited to: wheelchairs, crutches, powered mattress systems, diabetic supplies, hospital beds ordered by a provider for use in the home, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, and walkers. We cover all medically necessary DME covered by Original Medicare. If our supplier in your area does not carry a particular brand or manufacturer, you may ask them if they can special order it for you. The most recent list of suppliers is available on our website at www.floridablue.com/medicare. • Coverage of medically necessary DME items and supplies may require coordination through our DME provider. • We also cover insulin when used in an infusion pump as part of your DME benefit.	**Prior Authorization may be required for certain items. Contact Member Services for more information.** Your cost-sharing for Medicare oxygen equipment coverage is 0% coinsurance, every month. Your cost-sharing will not change after being enrolled for 36 months. If prior to enrolling in BlueMedicare

Services that are covered for you	**What you must pay** when you get these services
Durable medical equipment (DME) and related supplies (continued)	
For more information, please contact Member Services (phone numbers are printed on the back cover of this document). **Important Note**: Syringes are covered under the prescription drug (Part D) benefit only when purchased with insulin. Please contact Member Services with any questions regarding this coverage. Your cost share for these syringes is based on the approved tier placement on the drug list (Formulary) for the plan year.	Complete you had made 36 months of rental payment for oxygen equipment coverage, your cost sharing in BlueMedicare Complete is 0% coinsurance, every month. 0% coinsurance for Medicare-covered durable medical equipment and related supplies. 0% coinsurance for drugs administered through use of a covered DME pump. See also the “Diabetes self-management training, diabetic services and supplies” section of this Benefits Chart. See also the “Prosthetic devices and related supplies” section of this Benefits Chart.

Services that are covered for you	**What you must pay** when you get these services
Emergency care Emergency care refers to services that are: • Furnished by a provider qualified to furnish emergency services, and • Needed to evaluate or stabilize an emergency medical condition. A medical emergency is when you, or any other prudent layperson with an average knowledge of health and medicine, believe that you have medical symptoms that require immediate medical attention to prevent loss of life (and, if you are a pregnant woman, loss of an unborn child), loss of a limb, or loss of function of a limb. The medical symptoms may be an illness, injury, severe pain, or a medical condition that is quickly getting worse. Cost-sharing for necessary emergency services furnished out-of-network is the same as for such services furnished in-network. Oral and other drugs approved for self-administration received during an emergency room visit or given at discharge following an inpatient admission may be covered under your pharmacy (Part D) benefit. Coverage is based on the pharmacy benefits in effect at the time of your visit. Contact Member Services to request a claim form. See also Urgently needed services.	**In- and Out-of-Network** $0 copay for Medicare-covered emergency room visits. **This copay is waived if you are admitted to the hospital within 48 hours of receiving these services.** If you receive emergency care at an out-of-network hospital and need inpatient care after your emergency condition is stabilized, you must return to a network hospital in order for your care to continue to be covered *or* you must have your inpatient care at the out-of-network hospital authorized by the plan and your cost is the cost-sharing you would pay at a network hospital.

Services that are covered for you	What you must pay when you get these services
Emergency Care (Worldwide)	
Except for worldwide emergency transportation, our plan covers the same emergency services whether you receive them inside or outside the United States and its territories. You may be required to pay 100% of charges at the time services are rendered when received outside the United States and its territories. You may then submit your claims for reimbursement consideration. Proof of payment, translations and currency conversions will be required with the claim submission. **We do not cover ambulance transportation outside of the US or its territories.** You should call the BlueCard Worldwide Service Center at 1-800-810-BLUE (2583) (follow the prompts for international provider), or call collect at 1-804-673-1177 for assistance in arranging a billing agreement with the foreign provider.	**Out-of-Network** $0 copay for plan-covered emergency services received outside the United States and its territories. **This copay is waived if you are admitted to the hospital within 48 hours of receiving these services.** **Benefits for emergency care and urgent care received outside the United States and its territories are limited to a combined $25,000 maximum per calendar year and do not include coverage of emergency transportation services.**
Health and wellness education programs	
The plan covers the following health and wellness education benefits:	There is no cost to you for participating in our SilverSneakers Fitness Program.

Services that are covered for you	What you must pay when you get these services
Health and wellness education programs (continued) **SilverSneakers** • Tivity Health's SilverSneakers® Fitness Program is designed exclusively for Medicare beneficiaries. Eligible members receive a basic fitness membership with access to amenities and fitness classes including the signature SilverSneakers classes designed to improve muscular strength and endurance, mobility, flexibility, range of motion, balance, agility and coordination. For more information and to find a SilverSneakers participating location, visit **silversneakers.com** or call 1-888-423-4632 (TTY: 711), Monday through Friday, 8 a.m. to 8 p.m. ET. • As an alternative for members who can't get to a SilverSneakers participating location, SilverSneakers® Steps is available. SilverSneakers Steps is a self-directed physical activity program that allows members to measure, track and increase physical activity doing activities of their choice. Steps provides the equipment, tools and motivation necessary for members to achieve a healthier lifestyle through increased physical activity. Eligible plan members may register for SilverSneakers Steps at **silversneakers.com/member**.	
Health Education meQuilibrium's digital coaching platform delivers clinically validated and highly personalized resilience solutions to help people improve their ability to manage stress and successfully cope with life's challenges. To get started visit **FloridaBlue.com/Medicare** to log in to My Health Link™, your member portal. Select "My Health Center" then "meQuilibrium".	$0 copay
Healthy Food Benefit (Value-Based Insurance Design Benefit) Members with LIS will receive **$52** per month on their Blue Dollars card to purchase healthy food and produce at plan approved location in order to assist members in maintaining a healthy diet to support their nutritional needs.	$0 copay

Services that are covered for you	What you must pay when you get these services
Healthy Food Benefit (Value-Based Insurance Design Benefit) (continued) The benefit card will be mailed directly to members and replenished at the beginning of each month. Any unused monthly allowance will not be rolled over into the following month. Members are eligible based on their low income subsidy (LIS) status for the "Extra Help" Medicare program. All levels of LIS are eligible to receive this benefit. **NOTE:** Current members who already have a Blue Dollars card should continue to use it.	
Hearing services Diagnostic hearing and balance evaluations performed by your provider to determine if you need medical treatment are covered as outpatient care when furnished by a physician, audiologist, or other qualified provider.	**A referral is required for Medicare-covered hearing services. Contact Member Services for more information.** $0 copay for Medicare-covered hearing services.
Hearing services* (additional benefits) We also cover the following additional hearing services not covered by Medicare: **Routine hearing exam**: one exam every year	$0 copay

Services that are covered for you	What you must pay when you get these services
Hearing services* (additional benefits) (continued)	
Hearing aid fitting evaluation: one hearing aid fitting/evaluation every year	$0 copay
Hearing Aids: $1,500 maximum allowance **for each hearing aid.** Up to 2 hearing aids every year.	$0 copay
Additional hearing services must be obtained through our participating provider to receive in-network benefits, please contact Member Services for further assistance.	Subject to Benefit Maximum.
Hearing aid purchases include: • 3 follow-up visits within first year of initial fitting date • 60-day trial period from date of fitting • 60 batteries per year per hearing aid (3-year supply) • 3-year manufacturer repair warranty • 1-time replacement coverage for lost, stolen or damaged hearing aid (deductible may apply per aid) • First set of ear molds (when needed) Amounts you pay for these additional hearing care services and supplies do not count toward your in-network out-of-pocket maximum amount. Benefits cannot be carried over to the following benefit year.	Member is responsible for any amount after the benefit allowance has been applied.
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 For women who are pregnant, we cover: • Up to three screening exams during a pregnancy	There is no coinsurance, copay, or deductible for members eligible for Medicare-covered preventive HIV screening.

Services that are covered for you	**What you must pay** when you get these services
Home health agency care Prior to receiving home health services, a doctor must certify that you need home health services and will order home health services to be provided by a home health agency. You must be homebound, which means leaving home is a major effort. Covered services include, but are not limited to: • Part-time or intermittent skilled nursing and home health aide services. (To be covered under the home health care benefit, your skilled nursing and home health aide services combined must total fewer than 8 hours per day and 35 hours per week.) • Physical therapy, occupational therapy, and speech therapy • Medical and social services • Medical equipment and supplies	**Prior Authorization is required for services. Contact Member Services for more information.** $0 copay for Medicare-covered home health visits (including home infusion services but excluding infusion drugs). Refer to the "Medicare Part B prescription drugs" section of this Benefits Chart for information about infusion drugs. See also the "Durable medical equipment (DME) and related supplies" section of this Benefits Chart.
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 are not limited to:	$0 copay for each Medicare-covered home infusion therapy service. See also the "Medicare Part B prescription

Services that are covered for you	What you must pay when you get these services
Home infusion therapy (continued) • Professional services, including nursing services, furnished in accordance with the plan of care • Patient training and education not otherwise covered under the durable medical equipment benefit • Remote monitoring • Monitoring services for the provision of home infusion therapy and home infusion drugs furnished by a qualified home infusion therapy supplier	drugs" section of this Benefits Chart for information about infusion drugs. See also the "Durable medical equipment (DME) and related supplies" section of this Benefits Chart.
Hospice care You are eligible for the hospice benefit when your doctor and the hospice medical director have given you a terminal prognosis certifying that you're terminally ill and have 6 months or less to live if your illness runs its normal course. You may receive care from any Medicare-certified hospice program. Your plan is obligated to help you find Medicare-certified hospice programs in the plan's service area, including those the MA organization owns, controls, or has a financial interest in. Your hospice doctor can be a network provider or an out-of-network provider. Covered services include: • Drugs for symptom control and pain relief • Short-term respite care • Home care For hospice services and for services that are covered by Medicare Part A or B and are related to your terminal prognosis: Original Medicare (rather than our plan) will pay your hospice provider for your hospice services related to your terminal prognosis. While you are in the hospice program, your hospice provider will bill Original Medicare for the services that Original Medicare pays for. You will be billed Original Medicare cost sharing. For services that are covered by Medicare Part A or B and are not related to your terminal prognosis: If you need non-emergency, non-urgently needed	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 BlueMedicare Complete. **In- and Out-of-Network** $0 copay for physician consultation for the election of hospice services.

Services that are covered for you	**What you must pay** when you get these services
Hospice care (continued) services that are covered under Medicare Part A or B and that are not related to your terminal prognosis, your cost for these services depends on whether you use a provider in our plan's network and follow plan rules (such as if there is a requirement to obtain prior authorization). • If you obtain the covered services from a network provider and follow plan rules for obtaining service, you only pay the plan cost-sharing amount for in-network services • If you obtain the covered services from an out-of-network provider, you pay the cost-sharing under Fee-for-Service Medicare (Original Medicare) For services that are covered by BlueMedicare Complete but are not covered by Medicare Part A or B: BlueMedicare Complete will continue to cover plan-covered services that are not covered under Part A or B whether or not they are related to your terminal prognosis. You pay your plan cost-sharing amount for these services. For drugs that may be covered by the plan's Part D benefit: If these drugs are unrelated to your terminal hospice condition you pay cost sharing. If they are related to your terminal hospice condition then you pay Original Medicare cost sharing. Drugs are never covered by both hospice and our plan at the same time. For more information, please see Chapter 5, Section 9.4 (*What if you're in Medicare-certified hospice*). **Note**: If you need non-hospice care (care that is not related to your terminal prognosis), you should contact us to arrange the services. **Note**: For all Medicare covered Part A and Part B services whether they are related to the Hospice condition or not, claims must be submitted to Original Medicare before BlueMedicare Complete can process the claim. If network providers are used and all plan rules are followed you will only be responsible for the cost-sharing applicable under BlueMedicare Complete. Our plan covers hospice consultation services (one time only) for a terminally ill person who hasn't elected the hospice benefit.	

Services that are covered for you	**What you must pay** when you get these services
Immunizations Covered Medicare Part B services include: • Pneumonia vaccine • Flu shots, once each flu season in the fall and winter, with additional flu shots if medically necessary • Hepatitis B vaccine if you are at high or intermediate risk of getting Hepatitis B • COVID-19 vaccine • Other vaccines if you are at risk and they meet Medicare Part B coverage rules We also cover some vaccines under our Part D prescription drug benefit.	There is no coinsurance, copay, or deductible for the pneumonia, influenza, Hepatitis B, and COVID-19 vaccines.
Inpatient hospital care Includes inpatient acute, inpatient rehabilitation, long-term care hospitals and other types of inpatient hospital services. Inpatient hospital care starts the day you are formally admitted to the hospital with a doctor's order. The day before you are discharged is your last inpatient day. There is no limit to the number of covered hospital days. Covered services include but are not limited to: • Semi-private room (or a private room if medically necessary) • Meals including special diets • Regular nursing services • Costs of special care units (such as intensive care or coronary care units) • Drugs and medications • Lab tests • X-rays and other radiology services • Necessary surgical and medical supplies • Use of appliances, such as wheelchairs • Operating and recovery room costs • Physical, occupational, and speech language therapy	**Prior Authorization is required for non-emergency inpatient hospital care. Contact Member Services for more information.** **If you get authorized inpatient care at an out-of-network hospital after your emergency condition is stabilized, your cost is the cost-sharing you would pay at a network hospital.** $0 copay per inpatient stay

Services that are covered for you	**What you must pay** when you get these services
Inpatient hospital care (continued)	
• Inpatient substance abuse services • Under certain conditions, the following types of transplants are covered: corneal, kidney, kidney-pancreatic, heart, liver, lung, heart/lung, bone marrow, stem cell, and intestinal/multivisceral. If you need a transplant, we will arrange to have your case reviewed by a Medicare-approved transplant center that will decide whether you are a candidate for a transplant. Transplant providers may be local or outside of the service area. If our in-network transplant services are outside the community pattern of care, you may choose to go locally as long as the local transplant providers are willing to accept the Original Medicare rate. If BlueMedicare Complete provides transplant services at a location outside the pattern of care for transplants in your community and you chose to obtain transplants at this distant location, we will arrange or pay for appropriate lodging and transportation costs for you and a companion. • Blood - including storage and administration. Coverage begins with the first pint of blood that you need. • Physician services **Note**: To be an inpatient, your provider must write an order to admit you formally as an inpatient of the hospital. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you are not sure if you are an inpatient or an outpatient, you should ask the hospital staff. You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week. Oral and other drugs approved for self-administration given at discharge following an inpatient admission or received during an emergency room visit may be covered under your pharmacy (Part D) benefit. Coverage is	$0 copay for blood services including storage and administration

Services that are covered for you	What you must pay when you get these services
Inpatient hospital care (continued) based on the pharmacy benefits in effect at the time of your visit. Please contact Member Services to obtain a claim form.	
Inpatient services in a psychiatric hospital Covered services include mental health care services that require a hospital stay. • 190-day lifetime limit for inpatient services in a psychiatric hospital. • The 190-day limit does not apply to Inpatient Mental Health services provided in a psychiatric unit of a general hospital. Our plan covers 90 days of inpatient mental health care services per admission. We also cover 60 extra days over your lifetime. These are called "lifetime reserve days." If you need more than 90 days of inpatient mental health care during an admission, you may use your lifetime reserve days. Once these lifetime reserve days have all been used, your coverage for inpatient mental health care will be limited to 90 days per admission.	**Prior Authorization is required for non-emergency inpatient mental health care. Contact Member Services for more information.** $0 copay per inpatient stay
Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay If you have exhausted your inpatient benefits or if the inpatient stay is not reasonable and necessary, we will not cover your inpatient stay. However, in some cases, we will cover certain services you receive while you are in the hospital or the skilled nursing facility (SNF). Covered services include but are not limited to: • Physician services • Diagnostic tests (like lab tests) • X-ray, radium, and isotope therapy including technician materials and services • Surgical dressings • Splints, casts and other devices used to reduce fractures and dislocations	***Physician Services****:* For Medicare-covered primary care and specialist services, see the "Physician/ Practitioner services" section of this Benefits Chart for coverage information.

Services that are covered for you	**What you must pay** when you get these services
Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay (continued)	
• Prosthetics and orthotics devices (other than dental) that replace all or part of an internal body organ (including contiguous tissue), or all or part of the function of a permanently inoperative or malfunctioning internal body organ, including replacement or repairs of such devices • Leg, arm, back, and neck braces; trusses; and artificial legs, arms, and eyes including adjustments, repairs, and replacements required because of breakage, wear, loss, or a change in the patient's physical condition • Physical therapy, speech therapy, and occupational therapy	***Occupational, Physical and Speech/Language Therapy*** For Medicare-covered therapies, see the "Outpatient Rehabilitation Services" section of this Benefits Chart for coverage information. ***Diagnostic Tests, X-rays, Radiation Therapy (includes surgical dressings, splints, casts and other devices)*** For Medicare-covered services, see the "Outpatient diagnostic tests and therapeutic services and supplies" section of this Benefits Chart for coverage information. ***Durable Medical Equipment (DME) and Related Supplies*** For Medicare-covered equipment, devices and related supplies see the "Durable medical equipment (DME) and

Services that are covered for you	What you must pay when you get these services
Inpatient stay: Covered services received in a hospital or SNF during a non-covered inpatient stay (continued)	
	related supplies" section of this Benefits Chart for coverage information. ***Prosthetic Devices and Related Supplies*** For Medicare-covered equipment, devices and related supplies see the "Prosthetic devices and related supplies" sections of this Benefits Chart for coverage information.
Meal Benefit Members discharged from a hospital following an acute hospital admission will qualify for a total of 10 home-delivered meals that will be divided over 5 consecutive days (2 meals each day for 5 days).	There is no coinsurance, copay, or deductible for the home-delivered meals benefit.
Medical nutrition therapy This benefit is for people with diabetes, renal (kidney) disease (but not on dialysis), or after a kidney transplant when ordered by your doctor. We cover 3 hours of one-on-one counseling services during your first year that you receive medical nutrition therapy services under Medicare (this includes our plan, any other Medicare Advantage plan, or Original Medicare), and 2 hours each year after that. If your condition, treatment, or	There is no coinsurance, copay, or deductible for members eligible for Medicare-covered

Services that are covered for you	What you must pay when you get these services
Medical nutrition therapy (continued)	
diagnosis changes, you may be able to receive more hours of treatment with a physician's order. A physician must prescribe these services and renew their order yearly if your treatment is needed into the next calendar year.	medical nutrition therapy services.
Medicare Diabetes Prevention Program (MDPP)	
MDPP services will be covered for eligible Medicare beneficiaries under all Medicare health plans. MDPP is a structured health behavior change intervention that provides practical training in long-term dietary change, increased physical activity, and problem-solving strategies for overcoming challenges to sustaining weight loss and a healthy lifestyle.	There is no coinsurance, copay, or deductible for the MDPP benefit.
Medicare Part B prescription drugs These drugs are covered under Part B of Original Medicare. Members of our plan receive coverage for these drugs through our plan. Covered drugs include: • Drugs that usually aren't self-administered by the patient and are injected or infused while you are getting physician, hospital outpatient, or ambulatory surgical center services • Drugs you take using durable medical equipment (such as nebulizers) that were authorized by the plan • Clotting factors you give yourself by injection if you have hemophilia • Immunosuppressive drugs, if you were enrolled in Medicare Part A at the time of the organ transplant • Injectable osteoporosis drugs, if you are homebound, have a bone fracture that a doctor certifies was related to post-menopausal osteoporosis, and cannot self-administer the drug • Antigens • Certain oral anti-cancer drugs and anti-nausea drugs • Certain drugs for home dialysis, including heparin, the antidote for heparin when medically necessary, topical anesthetics, and	**Prior Authorization is required for Medicare Part B drugs (except allergy injections). Contact Member Services for more information.** **Certain Part B drugs may be subject to step therapy requirements. For more information about step therapy, see Chapter 5, Section 4.2 of this booklet.** **A list of Medicare Part B drugs subject to step therapy**

Services that are covered for you	What you must pay when you get these services
Medicare Part B prescription drugs (continued) erythropoiesis-stimulating agents (such as Epogen®, Procrit®, Epoetin Alfa, Aranesp®, or Darbepoetin Alfa) • Intravenous Immune Globulin for the home treatment of primary immune deficiency diseases The following link will take you to a list of Part B Drugs that may be subject to Step therapy: **www.floridablue.com/providers/tools-resources/Part-B-Step-Therapy** We also cover some vaccines under our Part B and Part D prescription drug benefit. Chapter 5 explains the Part D prescription drug benefit, including rules you must follow to have prescriptions covered. What you pay for your Part D prescription drugs through our plan is explained in Chapter 6. Oral and other drugs approved for self-administration received during an emergency room visit or given at discharge following an inpatient admission are not covered under the hospital bill. They may be covered under your pharmacy (Part D) benefit. Coverage is based on the pharmacy benefits in effect at the time of your visit. Please contact Member Services to obtain a claim form.	**requirements is available on our website.** **You may also call Member Services to find out which Part B drugs have these requirements (phone numbers are printed on the back cover of this booklet).** 0% coinsurance for all Medicare Part B prescription drugs
Obesity screening and therapy to promote sustained weight loss If you have a body mass index of 30 or more, we cover intensive counseling to help you lose weight. This counseling is covered if you get it in a primary care setting, where it can be coordinated with your comprehensive prevention plan. Talk to your primary care doctor or practitioner to find out more.	There is no coinsurance, copay, or deductible for preventive obesity screening and therapy.
Opioid treatment program services Members of our plan with opioid use disorder (OUD) can receive coverage of services to treat OUD through an Opioid Treatment Program (OTP) which includes the following services:	**Prior Authorization may be required for non-emergency**

Services that are covered for you	What you must pay when you get these services
Opioid treatment program services (continued) • 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 counseling • Individual and group therapy • Toxicology testing • Intake activities • Periodic assessments	**services. Contact Member Services for more information.** $0 copay for Opioid treatment program services. See also the "Telehealth" section of this Benefits Chart.
Outpatient diagnostic tests and therapeutic services and supplies Covered services include, but are not limited to: • X-rays • Radiation (radium and isotope) therapy including technician materials and supplies • Surgical supplies, such as dressings • Splints, casts and other devices used to reduce fractures and dislocations • Laboratory tests • Blood - including storage and administration. Coverage begins with the first pint of blood that you need. • Other outpatient diagnostic tests including Advanced Imaging Services (e.g., Magnetic Resonance Imaging [MRI], Magnetic Resonance Angiography [MRA], Positron Emission Tomography [PET], Computed Tomography [CT] scans and Nuclear Medicine Testing)	**A referral is required for services.** **Prior Authorization may be required for services. Contact Member Services for more information.** $0 copay in all locations of service 0% coinsurance in all locations of service for therapeutic radiation therapy

Services that are covered for you	**What you must pay** when you get these services
Outpatient hospital observation Observation services are hospital outpatient services given to determine if you need to be admitted as an inpatient or can be discharged. For outpatient hospital observation services to be covered, they must meet the Medicare criteria and be considered reasonable and necessary. Observation services are covered only when provided by the order of a physician or another individual authorized by state licensure law and hospital staff bylaws to admit patients to the hospital or order outpatient tests. **Note**: Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you are not sure if you are an outpatient, you should ask the hospital staff. You can also find more information in a Medicare fact sheet called " Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at **https://www.medicare.gov/sites/default/files/2021-10/11435-Inpatient-or-Outpatient.pdf** or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.	$0 copay for outpatient hospital observation services.
Outpatient hospital services We cover medically-necessary services you get in the outpatient department of a hospital for diagnosis or treatment of an illness or injury. Covered services include, but are not limited to: • Services in an emergency department or outpatient clinic, such as observation services or outpatient surgery • Laboratory and diagnostic tests billed by the hospital • Mental health care, including care in a partial-hospitalization program, if a doctor certifies that inpatient treatment would be required without it	**Prior Authorization may be required for services. Contact Member Services for more information.** $0 copay for all services

Services that are covered for you	**What you must pay** when you get these services
Outpatient hospital services (continued)	
• X-rays and other radiology services billed by the hospital • Medical supplies such as splints and casts • Certain drugs and biologicals that you can't give yourself **Note**: Unless the provider has written an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient hospital services. Even if you stay in the hospital overnight, you might still be considered an "outpatient." If you are not sure if you are an outpatient, you should ask the hospital staff. You can also find more information in a Medicare fact sheet called "Are You a Hospital Inpatient or Outpatient? If You Have Medicare – Ask!" This fact sheet is available on the Web at https://www.medicare.gov/sites/default/files/2021- 10/11435-Inpatient-or-Outpatient.pdf or by calling 1-800-MEDICARE (1-800-633-4227). TTY users call 1-877-486-2048. You can call these numbers for free, 24 hours a day, 7 days a week.	• For Medicare-covered Emergency Room visits, see the "Emergency care" section of this Benefits Chart for coverage information. • For Medicare-covered dialysis services, see the "Services to treat kidney disease and conditions" section of this Benefits Chart for coverage information. • For Medicare-covered observation services, see the "Outpatient Hospital observation services" section of this Benefits Chart for coverage information.

Services that are covered for you	**What you must pay** when you get these services
Outpatient hospital services (continued)	
	• For Medicare-covered outpatient surgery, see the "Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers" section of this Benefits Chart for coverage information. • For Medicare-covered lab services, diagnostic tests, x-rays, and other radiology services, including medical supplies such as splints and casts, see the "Outpatient diagnostic tests and therapeutic services and supplies" section of this Benefits Chart for coverage information.

Services that are covered for you	**What you must pay** when you get these services
Outpatient hospital services (continued)	
	• For Medicare-covered mental health services, see the "Outpatient mental health care" section of this Chart for coverage information. • For Medicare-covered partial hospitalization services, see the "Partial hospitalization services" section of this Benefits Chart for coverage information. • For Medicare-covered Medical supplies such as splints and casts, see the "Durable medical equipment (DME) and related supplies" section of this Benefits chart for coverage information.

Services that are covered for you	**What you must pay** when you get these services
Outpatient hospital services (continued)	
	• For Medicare-covered chemotherapy drugs, infusion drugs covered under Medicare Part B and other Medicare Part B drugs, see the "Medicare Part B prescription drugs" section of this Benefits Chart for coverage information. See also the "Cardiac rehabilitation services" section of this Benefits Chart. See also the "Pulmonary Rehabilitation services" section of this Benefits Chart. See also the "Outpatient Rehabilitation Services" section of this Benefits Chart.

Services that are covered for you	**What you must pay** when you get these services
Outpatient mental health care Covered services include: Mental health services provided by a state-licensed psychiatrist or doctor, clinical psychologist, clinical social worker, clinical nurse specialist, nurse practitioner, physician assistant, or other Medicare-qualified mental health care professional as allowed under applicable state laws.	**Prior Authorization may be required for non-emergency services. Contact Member Services for more information.** $0 copay for each Medicare-covered individual or group therapy visit. $0 copay for mental health specialty services and psychiatric services for individual or group sessions. See also the "Telehealth" section of this Benefits Chart.
Outpatient rehabilitation services Covered services include: physical therapy, occupational therapy, and speech language therapy. Outpatient rehabilitation services are provided in various outpatient settings, such as hospital outpatient departments, independent therapist offices, and Comprehensive Outpatient Rehabilitation Facilities (CORFs). **The following services are provided through eligibility for traditional Florida Medicaid**. Note: Members eligible for Medicaid benefits may receive medical massage therapy services when diagnosed with AIDS and have a history of an AIDS-related opportunistic infection. Medical massage therapy may be	**A referral is required for services.** **Prior Authorization may be required for services. Contact Member Services for more information.** $0 copay for Occupational Therapy/Physical Therapy/Speech

Services that are covered for you	**What you must pay** when you get these services
Outpatient rehabilitation services (continued)	
provided solely for the treatment of peripheral neuropathy or severe neuromuscular pain and lymphedema. Our Plan may place appropriate limits on such services on the basis of medical necessity.	Therapy at all locations of service See also the "Telehealth" section of this Benefits Chart
Outpatient substance abuse services	
Substance Abuse treatment services that are provided in the outpatient hospital or office setting to patients for the treatment of substance abuse or who require treatment but do not require the availability and intensity of services found only in the inpatient hospital setting.	**Prior Authorization may be required for non-emergency services. Contact Member Services for more information.** $0 copay for each Medicare-covered individual or group therapy visit. See also the "Telehealth" section of this Benefits Chart
Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers	
Note: If you are having surgery in a hospital facility, you should check with your provider about whether you will be an inpatient or outpatient. Unless the provider writes an order to admit you as an inpatient to the hospital, you are an outpatient and pay the cost-sharing amounts for outpatient surgery. Even if you stay in the hospital overnight, you might still be considered an "outpatient."	**Prior Authorization may be required for services. Contact Member Services for more information.** $0 copay for surgery services at an Ambulatory Surgical

Services that are covered for you	What you must pay when you get these services
Outpatient surgery, including services provided at hospital outpatient facilities and ambulatory surgical centers (continued)	
	Center or outpatient hospital facility.
Over-the-Counter (OTC) Products You receive a $125 benefit allowance every month to use toward the purchase of eligible items. Any unused or remaining allowance amount is forfeited and does not roll over to the next month. You will receive an Over-the-Counter catalog by mail with more information about this benefit, including instructions for using it.	$0 copay for the over-the-counter product allowance.
Partial hospitalization services "Partial hospitalization" is a structured program of active psychiatric treatment provided as a hospital outpatient service or by a community mental health center, that is more intense than the care received in your doctor's or therapist's office and is an alternative to inpatient hospitalization.	**Prior Authorization is required for non-emergency services. Contact Member Services for more information.** $0 copay for Medicare-covered partial hospitalization services.
Physician/Practitioner services, including doctor's office visits Covered services include: • Medically-necessary medical care or surgery services furnished in a physician's office, certified ambulatory surgical center, hospital outpatient department, or any other location • Consultation, diagnosis, and treatment by a specialist • Basic hearing and balance exams performed by your specialist, if your doctor orders it to see if you need medical treatment	**Certain specialty professional services require a referral. Contact Member Services for more information.**

Services that are covered for you	What you must pay when you get these services
Physician/Practitioner services, including doctor's office visits (continued)	
• Certain telehealth services, including: Primary and Urgent Care, Dermatology, Behavioral Health (including Opioid Treatment and Outpatient Substance Abuse), Home Based Therapy (including Speech, Occupational, and Physical), Nutritional and Dietician Services o You have the option of getting these services through an in-person visit or by telehealth. If you choose to get one of these services by telehealth, you must use a network provider who offers the service by telehealth. o You must use one of our preferred vendors or a plan approved provider. See the "Telehealth" section of this Benefits Chart for more information. • Some telehealth services including consultation, diagnosis, and treatment by a physician or practitioner, for patients in certain rural areas or other places approved by Medicare • Telehealth services for monthly end-stage renal disease-related visits for home dialysis members in a hospital-based or critical access hospital-based renal dialysis center, renal dialysis facility, or the member's home • Telehealth services to diagnose, evaluate, or treat symptoms of a stroke, regardless of your location • Telehealth services for members with a substance use disorder or co-occurring mental health disorder, regardless of their location • Telehealth services for diagnosis, evaluation, and treatment of mental health disorders if: o You have an in-person visit within 6 months prior to your first telehealth visit o 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	***Office Visits*** $0 copay for office visits to a primary care provider. $0 copay for office visits to specialists. *NOTE: Laboratory testing and diagnostic testing in a PCP's office or specialist's office is included as a part of the applicable office visit copay.* $0 copay for all other professional services not otherwise specified in this chart. ***Facility-based Professional Services*** $0 copay for professional services provided at a facility, when cost-sharing applies to the facility bill for the same service. ***Medicare-covered Hearing Services*** See the "Hearing services" sections of

Services that are covered for you	What you must pay when you get these services
Physician/Practitioner services, including doctor's office visits (continued)	
• Virtual check-ins (for example, by phone or video chat) with your doctor for 5-10 minutes **if**: o You're not a new patient **and** o 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 • Evaluation of video and/or images you send to your doctor, and interpretation and follow-up by your doctor within 24 hours **if**: o You're not a new patient **and** o The evaluation isn't related to an office visit in the past 7 days **and** o The evaluation doesn't lead to an office visit within 24 hours or the soonest available appointment • Consultation your doctor has with other doctors by phone, internet, or electronic health record • Second opinion by another network provider prior to surgery • Non-routine dental care (covered services are limited to surgery of the jaw or related structures, setting fractures of the jaw or facial bones, extraction of teeth to prepare the jaw for radiation treatments of neoplastic cancer disease, or services that would be covered when provided by a physician) • Allergy injections, chemotherapy and other Medicare Part B drugs • X-rays **Note**: A primary care doctor is a General Practitioner, Family Physician, Internal Medicine Physician, a Geriatrician, or a Pediatrician. All other physicians are considered specialists.	this Benefits Chart for coverage information. ***Medicare-covered Dental Services*** See the "Dental services" sections of this Benefits Chart for coverage information. ***Allergy Injections, Chemotherapy and Other Medicare Part B Drugs*** Medicare Part B drugs are subject to applicable cost-sharing for the drug plus any applicable copay for professional services to administer the drug, depending on the location of service (excluding chemotherapy drugs). See the "Medicare Part B prescription drugs" section of this Benefits Chart for coverage information. ***Diagnostic Tests, X-rays, Radiation***

Services that are covered for you	What you must pay when you get these services
Physician/Practitioner services, including doctor's office visits (continued)	
	Therapy (includes surgical dressings, splints, casts and other devices) For Medicare-covered services, see the "Outpatient diagnostic tests and therapeutic services and supplies" section of this Benefits Chart for coverage information. See also the "Telehealth" section of this Benefits Chart.
Podiatry services Covered services include: • Diagnosis and the medical or surgical treatment of injuries and diseases of the feet (such as hammer toe or heel spurs). • Routine foot care for members with certain medical conditions affecting the lower limbs	$0 copay for each Medicare-covered podiatry visit.
Prostate cancer screening exams For men age 50 and older, covered services include the following - once every 12 months: • Digital rectal exam • Prostate Specific Antigen (PSA) test **Note**: Any diagnostic tests resulting from prostate cancer screening exams are subject to the applicable cost-sharing amounts. See **Outpatient**	There is no coinsurance, copay, or deductible for an annual PSA test.

Services that are covered for you	What you must pay when you get these services
Prostate cancer screening exams (continued) **diagnostic tests and therapeutic services and supplies** in this Benefits Chart for more information.	
Prosthetic devices and related supplies Devices (other than dental) that replace all or part of a body part or function. These include, but are not limited to: colostomy bags and supplies directly related to colostomy care, pacemakers, braces, prosthetic shoes, artificial limbs, and breast prostheses (including a surgical brassiere after a mastectomy). Includes certain supplies related to prosthetic devices, and repair and/or replacement of prosthetic devices. Also includes some coverage following cataract removal or cataract surgery – see "Vision Care" later in this section for more detail.	**Prior authorization may be required for certain items. Contact Member Services for more information.** **Orthotics are included in this category.** 0% coinsurance for Medicare-covered prosthetic devices, supplies related to prosthetic devices, and orthotics.
Pulmonary rehabilitation services Comprehensive programs of pulmonary rehabilitation are covered for members who have moderate to very severe chronic obstructive pulmonary disease (COPD) and an order for pulmonary rehabilitation from the doctor treating the chronic respiratory disease.	**A referral is required for services. Contact Member Services for more information.** $0 copay
Screening and counseling to reduce alcohol misuse We cover one alcohol misuse screening for adults with Medicare (including pregnant women) who misuse alcohol, but aren't alcohol dependent.	There is no coinsurance, copay, or deductible for the

Services that are covered for you	What you must pay when you get these services
Screening and counseling to reduce alcohol misuse (continued) 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.	Medicare-covered screening and counseling to reduce alcohol misuse preventive benefit.
Screening for lung cancer with low dose computed tomography (LDCT) For qualified individuals, a LDCT is covered every 12 months. **Eligible members are**: people aged 50 – 77 years who have no signs or symptoms of lung cancer, but who have a history of tobacco smoking of at least 20 pack-years and who currently smoke or have quit smoking within the last 15 years, who receive a written order for LDCT during a lung cancer screening counseling and shared decision making visit that meets the Medicare criteria for such visits and be furnished by a physician or qualified non-physician practitioner. *For LDCT lung cancer screenings after the initial LDCT screening:* the members must receive a written order for LDCT lung cancer screening, which may be furnished during any appropriate visit with a physician or qualified non-physician practitioner. If a physician or qualified non-physician practitioner elects to provide a lung cancer screening counseling and shared decision making visit for subsequent lung cancer screenings with LDCT, the visit must meet the Medicare criteria for such visits.	There is no coinsurance, copay, or deductible for the Medicare covered counseling and shared decision making visit or for the LDCT.
Screening for sexually transmitted infections (STIs) and counseling to prevent STIs We cover sexually transmitted infection (STI) screenings for chlamydia, gonorrhea, syphilis, and Hepatitis B. These screenings are covered for pregnant women and for certain people who are at increased risk for an STI	There is no coinsurance, copay, or deductible for the Medicare-covered

Services that are covered for you	What you must pay when you get these services
Screening for sexually transmitted infections (STIs) and counseling to prevent STIs (continued) when the tests are ordered by a primary care provider. We cover these tests once every 12 months or at certain times during pregnancy. We also cover up to 2 individual 20 to 30 minute, face-to-face high-intensity behavioral counseling sessions each year for sexually active adults at increased risk for STIs. We will only cover these counseling sessions as a preventive service if they are provided by a primary care provider and take place in a primary care setting, such as a doctor's office.	screening for STIs and counseling for STIs preventive benefit.
Services to treat kidney disease Covered services include: • Kidney disease education services to teach kidney care and help members make informed decisions about their care. For members with stage IV chronic kidney disease when referred by their doctor, we cover up to six sessions of kidney disease education services per lifetime. • Outpatient dialysis treatments (including dialysis treatments when temporarily out of the service area, as explained in Chapter 3, or when your provider for this service is temporarily unavailable or inaccessible) • Inpatient dialysis treatments (if you are admitted as an inpatient to a hospital for special care) • Self-dialysis training (includes training for you and anyone helping you with your home dialysis treatments) • Home dialysis equipment and supplies • Certain home support services (such as, when necessary, visits by trained dialysis workers to check on your home dialysis, to help in emergencies, and check your dialysis equipment and water supply)	**In- and Out-of-Network** 0% coinsurance for dialysis services in all places of service **In-Network** $0 copay for Medicare-covered kidney disease education services See also, "Inpatient hospital care" section of this Benefits Chart. See also the "Durable medical equipment (DME) and related supplies" section of this Benefits Chart. See also, "Home health agency care" section of

Services that are covered for you	What you must pay when you get these services
Services to treat kidney disease (continued) Certain drugs for dialysis are covered under your Medicare Part B drug benefit. For information about coverage for Part B Drugs, please go to the section, "Medicare Part B prescription drugs."	this Benefits Chart. See also the "Medicare Part B prescription drugs" and related supplies" section of this Benefits Chart.
Skilled nursing facility (SNF) care (For a definition of "skilled nursing facility care," see Chapter 12 of this document. Skilled nursing facilities are sometimes called "SNFs.") Coverage is limited to 100 days per benefit period. No prior hospital stay is required. Covered services include but are not limited to: • Semiprivate room (or a private room if medically necessary) • Meals, including special diets • Skilled nursing services • Physical therapy, occupational therapy, and speech therapy • Drugs administered to you as part of your plan of care (This includes substances that are naturally present in the body, such as blood clotting factors.) • Blood - including storage and administration. Coverage begins with the first pint of blood that you need. • Medical and surgical supplies ordinarily provided by SNFs • Laboratory tests ordinarily provided by SNFs • X-rays and other radiology services ordinarily provided by SNFs • Use of appliances such as wheelchairs ordinarily provided by SNFs • Physician/Practitioner services Generally, you will get your SNF care from network facilities. However, under certain conditions listed below, you may be able to get your care from a facility that isn't a network provider, if the facility accepts our plan's amounts for payment.	**Prior Authorization is required for all inpatient admissions to skilled nursing facilities. Contact Member Services for more information.** $0 copay per benefit period $0 copay for blood services including storage and administration A **"benefit period"** starts the day you go into a SNF. It ends when you go for 60 days in a row without an inpatient admission. If you go into a SNF after one benefit period

Services that are covered for you	What you must pay when you get these services
Skilled nursing facility (SNF) care (continued) • A nursing home or continuing care retirement community where you were living right before you went to the hospital (as long as it provides skilled nursing facility care). • A SNF where your spouse is living at the time you leave the hospital.	has ended, a new benefit period begins. There is no limit to the number of benefit periods you can have. See also, "Physician/ Practitioner services, including doctor's office visits" section of this Benefits Chart.
Skilled nursing facility (SNF) care (additional) **The following services are provided through eligibility for traditional Florida Medicaid** Once Medicare services for each benefit period are exhausted, coverage will continue for days 101 through 120 under your eligibility for Medicaid. If continued nursing facility care is required beyond 120 days, you may be eligible for the Medicaid Long-Term Care Program. If you are wait listed for the Long-Term Care Program, our plan will continue covering your nursing facility care until you are eligible for Medicaid coverage under the Long-Term Care Program. Please contact the Florida Agency for Healthcare Administration for more information regarding eligibility into the Long-Term Care Program.	
Smoking and tobacco use cessation (counseling to stop smoking or tobacco use) If you use tobacco, but do not have signs or symptoms of tobacco-related disease: We cover two counseling quit attempts within a 12-month period as a preventive service with no cost to you. Each counseling attempt includes up to four face-to-face visits.	There is no coinsurance, copay, or deductible for the Medicare-covered

Services that are covered for you	What you must pay when you get these services
Smoking and tobacco use cessation (counseling to stop smoking or tobacco use) (continued) If you use tobacco and have been diagnosed with a tobacco-related disease or are taking medicine that may be affected by tobacco: We cover cessation counseling services. We cover two counseling quit attempts within a 12-month period; however, you will pay the applicable cost-sharing. Each counseling attempt includes up to four face-to-face visits.	smoking and tobacco use cessation preventive benefits.
Supervised Exercise Therapy (SET) SET is covered for members who have symptomatic peripheral artery disease (PAD) and a referral for PAD from the physician responsible for PAD treatment. Up to 36 sessions over a 12-week period are covered if the SET program requirements are met. The SET program must: • Consist of sessions lasting 30-60 minutes, comprising a therapeutic exercise-training program for PAD in patients with claudication • Be conducted in a hospital outpatient setting or a physician's office • 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.	**A referral is required for services. Contact Member Services for more information.** $0 copay for each Medicare-covered Supervised Exercise Therapy (SET) session.

Services that are covered for you	**What you must pay** when you get these services
Telehealth (additional benefits) You have the option to receive certain services either through an in-person visit or via telehealth. Telehealth is a way of accessing healthcare remotely by means of technology (e.g., phone, computer, smart devices). For Primary and Urgent Care, Dermatology, select Behavioral Health, and Nutritional and Dietician Services, you have access through Teladoc®. Teladoc® is our participating provider for these services utilizing board certified, licensed physicians. For other Behavioral Health including Psychiatry/Mental Health, Opioid Treatment and Outpatient Substance Abuse; and Outpatient Rehabilitative Therapy, including Speech, Occupational, and Physical Therapy, you may also receive these services through telehealth. We have participating providers in our network that perform telehealth visits for these services. You must have a prescription from your ordering clinician in order to receive these services. Some plan approved services, extending beyond this list of providers, offer Part B covered telehealth services. These offerings vary by individual clinician. Not all services are available via telehealth. You can validate your provider's telehealth offerings by contacting them directly or by contacting Member Services at the phone number on the back of your Member ID Card. Part B covered Telehealth services have the same cost-sharing as in-person visits.	**A referral is required for services.** **Prior Authorization may be required for services. Contact Member Services for more information.** $0 copay for: • Urgently Needed Services • Primary Care Services • Occupational Therapy/Physical Therapy/Speech Therapy • Dermatology Services • Individual sessions for outpatient Mental Health Specialty Services • Individual sessions for outpatient Psychiatry Specialty Services • Opioid treatment program services • Individual sessions for outpatient Substance Abuse Specialty Services

Services that are covered for you	What you must pay when you get these services
Telehealth (additional benefits) (continued)	
	• Diabetes Self-Management Training • Dietician Services
Transportation (Non-Emergency) You are allowed unlimited trips per calendar year to plan-approved locations within a 50-mile radius of your permanent residence for scheduled medical-related services within your service area. Locations include provider offices and hospitals. For example, a trip from home to the doctor would be considered one trip. • Transportation will be via a multi-passenger van or medical transport. • This service can accommodate wheelchairs, walkers, oxygen tanks, service animals, etc. Routine transportation services are provided to and from your physician or specialist's office, lab, pharmacy or dentist within the plan's service area at no cost to you. Your trip must meet eligibility requirements. We define "routine" transportation as transportation used for routine non-emergency medical appointments to plan-approved providers and do not require the use of a gurney or a reclining position. Pre-scheduled or elective outpatient/inpatient surgeries are not considered routine. Transportation drivers do not receive any form of medical training, nor are they approved to provide any lifting or carrying of any members, ambulatory or in a wheelchair. All transportation services must be provided by the Plan's contracted transportation service providers.	There is no coinsurance, copay, or deductible for covered transportation services.
Urgently needed services Urgently needed services are provided to treat a non-emergency, unforeseen medical illness, injury, or condition that requires immediate medical care but, given your circumstances, it is not possible, or it is unreasonable, to obtain services from network providers. Examples of	**In- and Out-of-Network** $0 copay for Medicare-covered

Services that are covered for you	What you must pay when you get these services
Urgently needed services (continued)	
urgently needed services that the plan must cover out of network are i) you need immediate care during the weekend, or ii) you are temporarily outside the service area of the plan. Services must be immediately needed and medically necessary. If it is unreasonable given your circumstances to immediately obtain the medical care from a network provider then your plan will cover the urgently needed services from a provider out-of-network. For necessary urgently needed services furnished out-of-area your cost-sharing is the same as for such services furnished in-network. For out of country urgently needed services, see below for Urgently needed services (Worldwide).	urgently needed care visits when services are provided at an Urgent Care Center.
Convenient Care Centers Convenient Care Centers are walk-in healthcare clinics that specialize in the treatment of common illnesses and provide basic health screening services.	$0 copay for Medicare-covered services provided at a Convenient Care Center. See also the “Telehealth” section of this Benefits Chart.
Urgently needed services (Worldwide)	
Except **for worldwide emergency and urgently needed transportation**, our plan covers the same emergency services whether you receive them inside or outside the United States and its territories. You may be required to pay 100% of charges at the time services are rendered when received outside the United States and its territories. You may then submit your claims for reimbursement consideration. Proof of payment, translations and currency conversions will be required with the claim submission. **We do not provide ambulance transportation outside of the US or its territories.** You should call the BlueCard Worldwide Service Center at 1-800-810-BLUE (2583) (follow the prompts for international provider), or call collect at	**Out-of-Network** $0 copay for plan-covered urgently needed services received outside the US or its territories. **Benefits for emergency and urgent care received outside the United**

Services that are covered for you	**What you must pay** when you get these services
Urgently needed services (Worldwide) (continued) 1-804-673-1177 so Florida Blue can assist in arranging a billing agreement with the foreign provider. **There is a $25,000 annual combined maximum for worldwide emergency and urgent care services.**	**States and its territories are limited to a combined $25,000 maximum per calendar year and do not include coverage of emergency transportation services.** **Copay <u>not</u> waived if admitted to the hospital.**
Vision care Covered services include: • Outpatient physician services for the diagnosis and treatment of diseases and injuries of the eye, including treatment for age-related macular degeneration. Original Medicare doesn't cover routine eye exams (eye refractions) for eyeglasses/contacts. • For people who are at high risk of glaucoma, we will cover one glaucoma screening each year. People at high risk of glaucoma include: people with a family history of glaucoma, people with diabetes, African-Americans who are age 50 and older, and Hispanic Americans who are 65 or older. • For people with diabetes, screening for diabetic retinopathy is covered once per year. • One pair of eyeglasses or contact lenses after each cataract surgery that includes insertion of an intraocular lens. (If you have two separate cataract operations, you cannot reserve the benefit after the first surgery and purchase two eyeglasses after the second surgery.)	**A referral is required for Medicare-covered vision services, except for Diabetic Retinal Exams and Glaucoma Screenings. Contact Member Services for more information.** $0 copay for physician services to diagnose

Services that are covered for you	**What you must pay** when you get these services
Vision care (continued)	
	and treat diseases and conditions of the eye $0 copay for glaucoma screening $0 copay for diabetic retinal exam $0 copay for one pair of eyeglasses or contact lenses after each cataract surgery • Basic frames will be covered up to the Medicare fee schedule amount. • Basic lenses will be covered in full based on the prescription. Additional items (e.g., anti-glare or transitional coatings) will not be covered. Eye refractions performed solely for the purpose of prescribing eyewear are not covered under our plan's Medicare-

Services that are covered for you	**What you must pay** when you get these services
Vision care (continued)	
	covered Vision Care benefits. See also *'Vision care* (additional benefits)'.*
Vision care* (additional benefits) We also cover the following additional vision services not covered by Medicare:	
Routine Eye Exam (eye refraction) - 1 per year	$0 copay
Eyewear - $500 annual maximum plan benefit allowance toward the purchase of eyeglass lenses, frames, and contact lenses. Additional vision services must be obtained through our participating provider to receive in-network benefits, please contact Member Services for further assistance. Contact lens fittings or eyewear upgrades are subject to the provider's usual and customary fee. Amounts you pay for these additional vision care services and supplies do not count toward your in-network out-of-pocket maximum amount. Benefits cannot be carried over to the following benefit year.	$0 copay Subject to Benefit Maximum. Member responsible for costs exceeding the annual maximum plan benefit allowance.
"Welcome to Medicare" preventive visit The plan covers the one-time "Welcome to Medicare" preventive visit. The visit includes a review of your health, as well as education and counseling about the 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 only within the first 12 months you have Medicare Part B. When you make your	There is no coinsurance, copay, or deductible for the "Welcome to Medicare" preventive visit.

Services that are covered for you	What you must pay when you get these services
"Welcome to Medicare" preventive visit (continued) appointment, let your doctor's office know you would like to schedule your "Welcome to Medicare" preventive visit.	
Wellness and Health Care Planning, Including Advanced Care Planning Members have access to telephonic and digital advance care planning tools at no additional cost.	$0 copay

Medicaid Medical Benefits Chart

The following benefit chart outlines the benefits available to you through your eligibility with Florida Medicaid. For Chiropractic, Skilled Nursing Facility and certain Outpatient Rehabilitation benefits that are provided through your eligibility with Florida Medicaid, information will be outlined in the Medicare chart above.

Services that are covered for you	What you must **pay** when you get these services
Assistive Care Services **The following services are provided through eligibility for traditional Florida Medicaid.** Services must be rendered by one of the following: • Assisted living facilities (ALF) • Adult family care homes (AFCH) • Residential treatment facilities (RTF) Traditional Florida Medicaid covers 365/366 days of continuous assistive care services per year, per recipient, in order to provide assistance with	$0 copay for covered Assistive Care Services Not covered by Medicare

Services that are covered for you	What you must **pay** when you get these services
Assistive Care Services (continued) ADLs, IADLs, and self-administration of medication when the recipient meets the following criteria: • Has a medical condition or disability that substantially limits his or her ability to perform assistance with activities of daily living (ADLs) or assistance with instrumental activities of daily living (IADLs) • Has a health assessment that documents the need for assistive care services Traditional Florida Medicaid does not cover the following as part of this service benefit: • Assistive care services for recipients enrolled in the Long- term Care (LTC) program who are receiving ALF services • Assistive care services for recipients who do not reside at an ALF, AFCH, or RTF • Assistive care services for recipients ages 18 to 20 years who are receiving personal care services • Assistive care services for recipients age 21 years or older who are receiving home health aide visits • Assistive care services provided in any of the following locations: o Hospitals o Intermediate care facility for individuals with intellectual disabilities o Nursing facilities	

Services that are covered for you	What you must **pay** when you get these services
Behavior Health Assessment Services **The following services are provided through eligibility for traditional Florida Medicaid**. Services include the following: • Bio-psychosocial Evaluation Bio-psychosocial evaluations describe biological, psychological, and social factors that contribute to a member's need for services • Brief Behavioral Health Status Examination Brief behavioral health status examinations consist of brief clinical, psychiatric, diagnostic, or evaluative interviews to assess behavioral stability or treatment status. • In-depth Assessment In-depth assessments gather information to establish or support a diagnosis, provide the basis for developing or modifying a treatment plan, and developing discharge criteria • Limited Functional Assessment • Psychiatric Evaluation Psychiatric evaluations consist of comprehensive evaluations that investigate a member's clinical status. Psychiatric evaluations must occur at the onset of illness and may be utilized following an extended hiatus, marked change in mental status, or admission to an inpatient setting due to psychiatric illness. Psychiatric evaluations are not necessary for members diagnosed with an organic brain disorder unless a change in mental status requires an evaluation. • Psychiatric Review of Records • Psychological Testing	

Services that are covered for you	What you must **pay** when you get these services
Behavior Health Assessment Services (continued) Psychological testing consists of the assessment, evaluation, and diagnosis of the member's mental status or psychological condition through the use of standardized testing methodologies. • Treatment Plan Development Treatment plans include individualized, structured, and goal-oriented schedules of services with measurable objectives that promote the maximum reduction of a member's disability and restoration to the best possible functional level. • Treatment Plan Review Treatment plan reviews occur once per six months, or when significant changes occur; and consist of the treatment team and member reviewing the goals, objectives, and services to determine whether they continue to be appropriate for the member's needs and progress.	
Behavioral health overlay services **The following services are provided through eligibility for traditional Florida Medicaid.** These services are provided to eligible recipients under the age of 21 years and diagnosed with an emotional disturbance or a serious emotional disturbance. Coverage is provided for: Mental health, substance abuse, and supportive services designed to meet the behavioral health treatment needs of recipients. The intent of behavioral health overlay services is the maximum reduction of the recipient's disability and restoration to the best possible functional level in order to avoid a more intensive level of care. Services must be included in an individualized treatment plan. Behavioral health overlay services include the following components: • Therapy – Individual, Family and Group	

Services that are covered for you	What you must **pay** when you get these services

Behavioral health overlay services (continued)
 	
• Behavior management
  o Assessing behavioral problems.
  o Developing an individual behavior plan.
  o Training caregivers.
  o Monitoring the recipient and caregiver progress.
• Therapeutic support
  o One-to-one supervision and intervention.
  o Skill training of the recipient for restoration of those basic living and social skills.
  o Assistance to the recipient in implementing the behavioral goals.
 	
The recipient must be at risk due to one of the following factors in the last 12 months:
• Has exhibited suicidal gestures or attempts, or self-injurious behavior or current ideation related to suicidal or self-injurious behavior and is not currently in need of acute care.
• Has exhibited physical aggression or violent behavior toward people, animals, or property; this risk may also be evidenced by current threats of such aggression.
• Has run away from home or placements or threatened to run away on one or more occasions.
• Has had an occurrence of sexual aggression.
• Has experienced trauma.	

Services that are covered for you	What you must **pay** when you get these services
Behavioral health overlay services (continued) The recipient's risk factor(s) must be documented and detailed in the recipient's treatment plan.	
Child health services targeted case management **The following services are provided through eligibility for traditional Florida Medicaid.** Case management services are activities performed by the provider to assist a Medicaid eligible individual in gaining access to needed medical, social, educational, and other services. Examples of "other services" may include assisting in gaining access to housing or transportation needs. Case management services are referred to as targeted case management (TCM) services when case management services are identified for a specific or targeted population. Recipient needs vary, and a targeted case manager assists the recipient in identifying those needs through a comprehensive assessment process. A case management service plan is then developed, and the provider assists the recipient in obtaining appropriate services for all the identified needs. The provider monitors and reassesses the plan and activities to ensure access, quality and delivery of services. To receive targeted case management services, the individual must: • Be of the age from birth up to 3 years of age and receiving services under the Early Intervention Services Program or Medical Foster Care Services • Not be receiving case management services under a Home or Community Based Services waiver program • Not be a resident of an institutional facility, nursing home or intermediate care facility for the developmentally disabled Targeted case management services include: • Conducting an assessment of medical, social, and functional status	

Services that are covered for you	**What you must pay** when you get these services
Child health services targeted case management (continued) • Developing, promoting, and coordinating a service plan; • Monitoring to ensure access to services identified in the plan of care; • Guidance for following the prescribed treatment plan and help with understanding how to cope with identified conditions. **Targeted Case Management Services do not cover:** • Services provided to members residing in a nursing home, institutional care facility for the developmentally disabled, state mental hospital or other institution; • Direct hands-on clinical, therapeutic or medical services; • Transporting of the member, parent, guardian or provider; • Discharge planning services provided to any institutionalized resident; • Services billed in excess of the daily maximum of 32 units (8 hours) allowable per day; The Centers for Medicare and Medicaid Services requires only one targeted case manager per recipient to ensure that the recipient receives a coordinated and comprehensive effort in accessing needed services.	
Early Intervention Services **The following services are provided through eligibility for traditional Florida Medicaid.** Coverage includes the following services for members under the age of three years (36 months) requiring medically necessary early intervention services.	

Services that are covered for you	What you must **pay** when you get these services
Early Intervention Services (continued) You must be referred by a physician or other licensed practitioner prior to the screening date: • Up to three screenings per year, per recipient, to identify the presence of a developmental disability • One initial evaluation (maximum of eight units) per lifetime, per recipient when conducted by a multidisciplinary team • Up to three follow-up evaluations (maximum of 24 units) per year, per member • Up to two individual or EIS sessions per week (maximum of four units per day) per member that includes the following: o Supporting family or caregiver in learning new strategies to enhance a recipient's development and participation in the natural activities and routines of everyday life o Training parents to implement intervention strategies to minimize potential adverse effects and maximize healthy development o Group sessions must include two or more members.	
Medical Foster Care Services **The following services are provided through eligibility for traditional Florida Medicaid.** Coverage is provided for members under the age of 21 years requiring medically necessary Medical Foster Care services who meet the following criteria: • Are able to have his or her health, safety, and well-being maintained in a foster home	

Services that are covered for you	What you must **pay** when you get these services
Medical Foster Care Services (continued) • Are in the custody of the Department of Children & Families (DCF), in a voluntary placement agreement, or in extended foster care Our plan covers 365/366 days of Medical Foster Care services per year, per member including the following: • Assisting with ADLs and IADLs • Coordination of care: o Arranging for the provision of primary medical care and support services needed to safely maintain the member in a community-based setting (e.g., durable medical equipment and supplies) o Ensuring access to, and coordination with, an accredited educational program for each member that complies with the requirements of the Florida Board of Education o Facilitating opportunities for the member to participate in a range of age-appropriate indoor and outdoor recreational and leisure activities, including activities for nights and weekends based on group and individual interests and developmental needs o Scheduling medical appointments • Health care management and monitoring • Medication monitoring and administration • Monitoring vital signs • Participating in and coordinating all educational activities for the member • Providing transportation to all scheduled appointments and activities	

Services that are covered for you	What you must **pay** when you get these services
Medical Foster Care Services (continued) • Providing or arranging medical services as medically necessary Leave Days Our plan will cover up to 15 leave days during any 90-day period for hospitalization or therapeutic visits. Alternate Provider Our plan will cover up to 30 days of Medical Foster Care services provided by a substitute provider per year, when the primary provider is unable to provide the service. The following services are not covered by the plan: • Respite care (hourly care) Services when the member is absent from the Medical Foster Care home for more than 24 hours, except for leave days or when receiving services from an alternative Medical Foster Care provider	
Mental Health Targeted Case Management **The following services are provided through eligibility for traditional Florida Medicaid.** Mental health targeted case management services are provided to one of the specific target groups: • Children's mental health targeted case management for members birth through 17 years. • Adult mental health targeted case management for members age 18 years and older. • Intensive case management team services for members age 18 years and older.	

Services that are covered for you	What you must **pay** when you get these services
Mental Health Targeted Case Management (continued) These services assist members in gaining access to needed financial and insurance benefits, employment, medical, social, education, assessment of functional abilities and needs, and other services. These supportive services include working with the member's natural support system with follow up to determine the effectiveness of enhancing the member's inclusion in the community. • In order to be eligible for coverage, members must meet the certification criteria outlined below: Mental Health Targeted Case Management (Child/Adult) • Has a mental health disability (i.e., serious emotional disturbance or severe and persistent mental illness) that requires advocacy for and coordination of services to maintain or improve level of functioning; • Requires services to assist in attaining self-sufficiency and satisfaction in the living, learning, work, and social environments of choice; • Lacks a natural support system for accessing needed medical, social, educational, and other services; • Requires ongoing assistance to access or maintain needed care consistently within the service delivery system; • Has a mental health disability (i.e., serious emotional disturbance or severe and persistent mental illness) that, based upon professional judgment, will last for a minimum of one year Mental Health Intensive Case Management Team Services: In order to be certified to receive intensive case management team services, documentation must be provided in the recipient's case record, indicating that the recipient: • Has resided in a state mental health treatment facility for at least six months in the past 36 months;	

Services that are covered for you	What you must **pay** when you get these services
Mental Health Targeted Case Management (continued) • Resides in the community and has had two or more admissions to a state mental health treatment facility in the past 36 months; • Resides in the community and has had three or more admissions to a crisis stabilization unit (CSU), short-term residential facility (SRT), inpatient psychiatric unit, or any combination of these facilities within the past 12 months; or • Resides in the community and, due to a mental illness, exhibits behavior or symptoms that could result in long-term hospitalization if frequent interventions for an extended period of time were not provided. The following services are covered for all mental health target case management groups: • Conducting assessments • Developing a service plan • Coordinating mental health services with the member and family • Assessing the effectiveness of the service plan • Providing referrals to support service plan goals • Monitoring service delivery to evaluate the member's progress. • Documenting mental health targeted case management activities • Provide Crisis Intervention/Support by assisting members in crisis • Arranging for and coordinating after care services upon discharge from a residential or inpatient facility when necessary	

Services that are covered for you	What you must **pay** when you get these services
Mental Health Targeted Case Management (continued) Targeted case management services are covered in time increments. Each time increment is called a unit of service. Fifteen minutes equals one unit of service. Service are limited to the following: • Up to 344 units of children's mental health or adult mental health targeted case management per month, per member. • Up to 48 units of intensive case management team services per member, per day, per case management team.	
Personal Care Services **The following services are provided through eligibility for traditional Florida Medicaid.** Coverage is provided for Members under the age of 21 years requiring medically necessary personal care services. Up to 24 hours of personal care services per day are covered, in order to provide assistance with ADLs and age appropriate IADLs when the member meets the following criteria: • Has a medical condition or disability that substantially limits their ability to perform ADLs or IADLs and do not have a parent or legal guardian able to provide the required care • Is under the care of a physician and has a physician's order for personal care services • Requires more extensive and continual care than can be provided through a home health visit • Requires services that can be safely provided in their home or the community Parental Responsibility	

Services that are covered for you	What you must **pay** when you get these services
Personal Care Services (continued) Members are covered for personal care services when a parent or legal guardian is not able to provide ADL or IADL care, and to supplement care provided by parents and legal guardians. Parents and legal guardians must participate in providing care to the fullest extent possible. Providers must offer training to enable parents and legal guardians to provide care they can safely render without jeopardizing the health or safety of the member when needed. Services Provided by Independent Personal Care Providers Personal care services provided by independent personal care providers must be: • Supervised by the parent or legal guardian if provided by a non-home health agency when the member is under the age of 18 years. • Supervised by the member, or their authorized representative, if the services are provided by a non-home health agency when the member is between the age of 18 and 21 years with no legal guardian. Florida Medicaid does not reimburse for the following: • Assistance with homework • Babysitting • Care, grooming, or feeding of pets and animals • Companion sitting or leisure activities • Escort services • Housekeeping (except light housekeeping to make the environment safe), homemaker, and chore services • Professional development training or supervision of home health staff or other home health personnel	

Services that are covered for you	What you must **pay** when you get these services
Personal Care Services (continued) • Respite care to facilitate the parent or legal guardian attending to personal matters • Services furnished by relatives, household members, or any person with custodial or legal responsibility for the recipient. • Services provided in any of the following locations: o Hospitals o Intermediate care facility for individuals with intellectual disabilities o Nursing facilities o Prescribed pediatric extended care centers o Residential facilities or assisted living facilities when the services duplicate those provided by the facility • Yard work, gardening, or home maintenance work	
Private Duty Nursing Services **The following services are provided through eligibility for traditional Florida Medicaid.** Coverage is provided for members under the age of 21 years requiring medically necessary Private Duty Nursing (PDN) services. Our plan covers up to 24 hours of PDN services per day, when the member meets all of the following criteria: • Is under the care of a physician and has a physician's order for PDN services	

Services that are covered for you	What you must **pay** when you get these services
Private Duty Nursing Services (continued) • Requires more extensive and continual care than can be provided through a home health visit • Requires services that can be safely provided in their home or the community Private Duty Nursing Provided by Parent or Legal Guardian Coverage is provided for a home health agency provider for up to 40 hours per week, for PDN services rendered by a parent or legal guardian who has a valid RN or LPN license in the state of Florida, and who is employed by the home health agency. The initial assessment and all subsequent plan of care (POC) recertification assessments must be completed by an RN who is employed by the home health agency provider and who is not a relative or member of the recipient's household. Any other authorized service hours must be provided by a non-relative RN or LPN. Services Provided by Independent RNs and LPNs Coverage is provided for PDN services rendered by an independent RN or LPN when there is no home health agency provider available in the area to furnish the care. A physician must direct and monitor the services provided by an independent RN or LPN, and must be available to consult on the recipient's medical condition. Our plan does not cover the following: • Babysitting • Professional development training or supervision of home health staff or other home health • Respite care to facilitate the parent or legal guardian attending to personal matters • Services furnished by relatives, household members, or any person with custodial or legal responsibility for the member	

Services that are covered for you	What you must **pay** when you get these services
Private Duty Nursing Services (continued) • Services provided in any of the following locations: o Hospitals o Intermediate care facilities for individuals with intellectual disabilities o Nursing facilities o Prescribed pediatric extended care centers o Residential facilities or assisted living facilities when the services duplicate those provided by the facility	
Regional Perinatal Intensive Care Center Services (RPICC) **The following services are provided through eligibility for traditional Florida Medicaid.** Our plan covers inpatient hospital obstetrical and neonatal services when performed by a physician in a RPICC facility, for the following: • Obstetrical services for members with high-risk pregnancies. • Up to 365 days of neonatal services when the member meets all of the following: o Is more than 20 weeks gestation. o Requires more than 48 hours of services. o Requires Level III intensive care	
Reproductive Services **The following services are provided through eligibility for traditional Florida Medicaid.**	

Services that are covered for you	What you must **pay** when you get these services
Reproductive Services (continued) Our plan covers obstetrical services, prenatal, delivery, and postpartum services for pregnancy as follows: • One prenatal visit that includes a prenatal risk screening • Up to ten visits, per member, for prenatal care • Testing for sexually transmitted diseases • Supplies, medications, and treatments • One delivery every 280 days • Repair during or following pregnancy • One recovery service per home birth • One newborn assessment • Up to two postpartum visits within 90 days following delivery Our plan covers the following in addition to the services listed above, when medically necessary: • Up to four additional prenatal visits, per member experiencing a high-risk pregnancy • One neonatology consultation per specialty referral • Surgical excision during pregnancy • Fetal invasive services • Fetoscopic laser therapy for treatment of twin-to-twin transfusion syndrome performed by providers with a maternal-fetal medicine subspecialty • Induction of labor	

Services that are covered for you	What you must **pay** when you get these services
Reproductive Services (continued) • Cesarean section Our plan covers family planning services that enable members to voluntarily plan family size or length of time between births, as follows: • Family planning visits: o One new patient visit o One established patient visit every 365 days • Counseling visits • One supply visit per month • Human immunodeficiency virus (HIV) counseling visits: o Up to two preventive visits per lifetime o Up to four visits per year with acknowledged behavioral risks • Laboratory tests • Sexually transmitted disease treatment and follow-up Sterilization Services Medical or surgical procedures to permanently prevent reproduction as follows: • Essure® (non-incisional surgical procedure) • Tubal ligation • Vasectomy Hysterectomy Services	

Services that are covered for you	What you must **pay** when you get these services
Reproductive Services (continued) Operative procedures for partial or complete removal of the uterus, with or without removal of fallopian tubes and ovaries. Therapeutic Abortion Services Legal terminations of pregnancies that are a result of rape or incest, or when the health of the woman is at risk Our plan does not cover the following: • Delivery of two or more infants from a single pregnancy, by the same delivery method, separately • Elective delivery that is not medically indicated • Fetal biophysical profile and a non-stress test, during the same visit • Hysterectomy services solely for rendering an individual permanently incapable of reproducing • Infertility evaluation or treatment • Routine newborn circumcision	
Statewide Inpatient Psychiatric Program (SIPP) **The following services are provided through eligibility for traditional Florida Medicaid.** Our plan covers medically necessary SIPP services for members under the age of 21 years with emotional disturbance or serious emotional disturbance following a preadmission assessment and treatment planning. SIPP services must be supervised by a treatment team. Services include the following: • An individual plan of care developed and implemented within 14 days after admission	

Services that are covered for you	What you must **pay** when you get these services
Statewide Inpatient Psychiatric Program (SIPP) (continued) • Psychiatric or psychological assessment, and diagnosis • Routine medical and dental treatment • Clinical and therapy services • Mandatory family or other caregiver involvement that supports the member in meeting treatment goals and returning to the community • Peer support groups directed toward meeting the member's specific treatment goals • A certified education program • Comprehensive discharge planning (aftercare and follow-up services) • Recreational, vocational (for members ages 16 and older), and behavior analysis services (when necessary) • Leave time away from the facility • Seclusion and restraint (when necessary and as appropriate) • Therapeutic home assignment SIPP services are not covered when the member is: • Receiving any other 24-hour service. • Eligible as medically needy. Note: Medicare covers up to 190 days per lifetime in a psychiatric hospital. See "Inpatient mental health care" for more information.	

SECTION 3 What services are covered outside of BlueMedicare Complete?

Section 3.1 Services *not* covered by BlueMedicare Complete

The following services are not covered by BlueMedicare Complete but are available through Medicaid:

- Adult Cystic Fibrosis Waiver Services
- Birth Center and Midwife Services
- Certified School Match Program
- Certified Substance Abuse County Match
- Consumer-Directed Care Plus Program
- County Health Department Certified Match Policy
- Developmental Disabilities Individual Budgeting Waiver Services
- Family Planning Waiver Services
- Florida DD Individual Budgeting Waiver (iBudget)
- Florida KidCare - Title XXI – Children's Health Insurance Program (CHIP)
- Florida Model Waiver
- Hospital - State Mental Health
- Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) Services
- Intermediate Care Services
- Long-Term Care Waiver
- Managed Medical Assistance Waiver
- Medicaid Certified School Match Program
- Medicaid County Health Department Certified Match Program
- Prescribed Pediatric Extended Care Services
- Project AIDS Care Waiver Services
- Program of All-Inclusive Care for the Elderly (PACE)
- Redirections
- School-Based Services Programs – County Health Department (CHD) Program
- Skilled Services
- State Mental Health
- Statewide Medicaid Managed Care Long-term Care Program
- Targeted Case Management - Children at Risk of Abuse and Neglect
- Traumatic Brain and Spinal Cord Injury Waiver Services
- Familial Dysautonomia
- iBudget
- Long-term Care

- Model Waiver for children 20 years of age or younger who are medically complex/medically fragile or diagnosed with degenerative spinocerebellar disease

SECTION 4 What services are not covered by the plan?

Section 4.1 Services *not* covered by the plan (exclusions)

This section tells you what services are "excluded."

The chart below describes some services and items that aren't covered by the plan under any conditions or are covered by the plan only under specific conditions.

If you get services that are excluded (not covered), you must pay for them yourself except under the specific conditions listed below. Even if you receive the excluded services at an emergency facility, the excluded services are still not covered and our plan will not pay for them. The only exception is if the service is appealed and decided: upon appeal to be a medical service that we should have paid for or covered because of your specific situation. (For information about appealing a decision we have made to not cover a medical service, go to Chapter 9, Section 6.3 in this document.)

Services not covered by Medicare	Not covered under any condition	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. (Care that helps with activities of daily living that does not	✓	

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
require professional skills or training, e.g. bathing and dressing.) Custodial care is personal care that does not require the continuing attention of trained medical or paramedical personnel, such as care that helps you with activities of daily living, such as bathing or dressing.		
Experimental medical and surgical procedures, equipment and medications. Experimental procedures and items are those items and procedures determined by Original Medicare to not be generally accepted by the medical community.		May be covered by Original Medicare under a Medicare-approved clinical research study or by our plan. (See Chapter 3, Section 5 for more information on clinical research studies.)
Fees charged for care by your immediate relatives or members of your household	✓	
Full-time nursing care in your home.	✓	
Home-delivered meals		Members discharged from a hospital following an acute hospital admission will qualify for a total of 10 home-delivered meals that will be divided over 5 consecutive days (2 meals each day for 5 days) See Meal Benefit in the Chapter 4 Benefits chart under “Meal Benefit”

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Homemaker services including basic household assistance, such as light housekeeping or light meal preparation.	✓	
Naturopath services (uses natural or alternative treatments).	✓	
Non-routine dental care		**Medicare-Covered Services** Dental care required to treat illness or injury may be covered as inpatient or outpatient care. **Our plan includes additional coverage for non-routine dental services not covered by Medicare.** See the "Dental services* (additional benefits) " section of the Benefit Chart in this chapter section 2.1 for detailed information about this coverage.
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.	✓	

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
Private room in a hospital.		Covered only when medically necessary.
Reversal of sterilization procedures and or non-prescription contraceptive supplies.	✓	
Routine chiropractic care		**Medicare-covered**: • Manual manipulation of the spine to correct subluxation. **Medicaid-covered**: • X-rays
Routine dental care, such as cleanings, fillings or dentures.		**Our plan includes additional coverage for routine dental services not covered by Medicare.** See the "Dental services* (additional benefits)" section of the Benefit Chart in this chapter for additional information about this coverage.
Routine eye examinations, eyeglasses, radial keratotomy, LASIK surgery, and other low vision aids.		**Medicare-Covered Services**: Eye exam and one pair of eyeglasses (or contact lenses) are covered for people after cataract surgery.

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
		Our plan includes additional coverage for vision care not covered by Medicare. See the "Vision care* (additional benefits)" section of the Benefits Chart in this chapter for information about this coverage. **Medicaid-covered**: For recipients age 21 years and older, Florida Medicaid reimburses for the following: • One frame every two years • Two lenses every 365 days • Eyeglass Repair Services Traditional Florida Medicaid reimburses for repairs when performed in an office or by a licensed authorized dealer. Only elements of the frames or lenses that are damaged beyond repair may be replaced.
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.		**Medicare-Covered**: Diagnostic hearing and balance evaluations performed by your provider to determine if you need medical treatment are covered as outpatient care when furnished by a

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
		physician, audiologist, or other qualified provider. **Our plan includes additional coverage for hearing services not covered by Medicare.** See the "Hearing services* (additional benefits)" section of the Benefit Chart in this chapter for additional information about our plan's coverage of hearing services that are not covered by Medicare. **Medicaid-Covered:** For recipients who have moderate hearing loss or greater, including the following services: • One new, complete, (not refurbished) hearing aid device per ear, every three years, per recipient • Up to three pairs of ear molds per year, per recipient • One fitting and dispensing service per ear, every three years, per recipient
Services considered not reasonable and necessary, according to Original Medicare standards	✓	
Telehealth		See the “Telehealth” section of the Benefits Chart in this chapter for information about covered services.

Services not covered by Medicare	Not covered under any condition	Covered only under specific conditions
		Specialties not listed in the “Telehealth” section are not covered via telehealth.

CHAPTER 5:

Using the plan's coverage for Part D prescription drugs

How can you get information about your drug costs if you're receiving "Extra Help" with your Part D prescription drug costs?

Most of our members qualify for and are getting "Extra Help" from Medicare to pay for their prescription drug plan costs. If you are in the "Extra Help" program, **some information in this *Evidence of Coverage* about the costs for Part D prescription drugs does not apply to you.** We sent you a separate insert, called the "Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs" (also known as the "Low Income Subsidy Rider" or the "LIS Rider"), which tells you about your drug coverage. If you don't have this insert, please call Member Services and ask for the "LIS Rider." (Phone numbers for Member Services are printed on the back cover of this document.)

SECTION 1 Introduction

This chapter **explains rules for using your coverage for Part D drugs**. Please see Chapter 4 for Medicare Part B drug benefits and hospice drug benefits.

In addition to the drugs covered by Medicare, some prescription drugs are covered for you under your Medicaid benefits. The Drug List tells you how to find out about your Medicaid drug coverage.

Section 1.1 Basic rules for the plan's Part D drug coverage

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

- You must have a provider (a doctor, dentist, or other prescriber) write you a prescription which must be valid under applicable state law.
- Your prescriber must not be on Medicare's Exclusion or Preclusion Lists.
- You generally must use a network pharmacy to fill your prescription. (See Section 2, *Fill your prescriptions at a network pharmacy or through the plan's mail-order services.*)
- Your drug must be on the plan's *List of Covered Drugs (Formulary)* (we call it the "Drug List" for short). (See Section 3, *Your drugs need to be on the plan's "Drug List"*).
- Your drug must be used for a medically accepted indication. A "medically accepted indication" is a use of the drug that is either approved by the Food and Drug Administration or supported by certain reference books. (See Section 3 for more information about a medically accepted indication.)

SECTION 2 Fill your prescription at a network pharmacy or through the plan's mail-order service

Section 2.1 Use a network pharmacy

In most cases, your prescriptions are covered *only* if they are filled at the plan's network pharmacies. (See Section 2.5 for information about when we would cover prescriptions filled at out-of-network pharmacies.)

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

Section 2.2 Network pharmacies

How do you find a network pharmacy in your area?

To find a network pharmacy, you can look in your *Pharmacy Directory*, visit our website (**www.floridablue.com/medicare**), or call Member Services.

You may go to any of our network pharmacies.

What if the pharmacy you have been using leaves the network?

If the pharmacy you have been using leaves the plan's network, you will have to find a new pharmacy that is in the network. To find another network pharmacy in your area, you can get help from Member Services or use the *Pharmacy Directory*. You can also find information on our website at **www.floridablue.com/medicare**.

What if you need a specialized pharmacy?

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

- Pharmacies that supply drugs for home infusion therapy.
- Pharmacies that supply drugs for residents of a long-term care (LTC) facility. Usually, a LTC facility (such as a nursing home) has its own pharmacy. If you have any difficulty accessing your Part D benefits in an LTC facility, please contact Member Services.
- Pharmacies that serve the Indian Health Service / Tribal / Urban Indian Health Program (not available in Puerto Rico). Except in emergencies, only Native Americans or Alaska Natives have access to these pharmacies in our network.

- Pharmacies that dispense drugs that are restricted by the FDA to certain locations or that require special handling, provider coordination, or education on their use. (**Note**: This scenario should happen rarely.)

To locate a specialized pharmacy, look in your *Pharmacy Directory* or call Member Services.

Section 2.3 Using the plan's mail-order service

Our plan's mail-order service require you to order ***at least* a 31-day supply of the drug and *no more than* a 90-day supply for Tiers 3 and 4 and up to a 100-day supply for Tiers 1 and 2.**

To get order forms and information about filling your prescriptions by mail: please call one of our mail-order service pharmacies.

- AllianceRx Walgreens Prime, 24 hours a day, 7 days a week, at 1-877-787-3047, or at their website, www.alliancerxwp.com/home-delivery, or
- Costco Mail order Pharmacy, 24 hours a day, 7 days a week, at 1-800-607-6861, or at their website, www.costco.com/Pharmacy/home-delivery.
- Express Scripts Pharmacy, 24 hours a day, 7 days a week, at 1-877-277-7914, or at their website, https://www.express-scripts.com/home/FLBlueMedicare?r=esrx_com
- MedsYourWay by Amazon, call customer care 8am-10pm ET weekdays, 10am-8pm ET weekends. You can also speak to a pharmacist 24 hours a day, 7 days a week, at 1-855-745-5725, or at their website pharmacy.amazon.com.

If you use a mail-order pharmacy not in the plan's network, your prescription will not be covered.

Usually a mail-order pharmacy order will get to you in no more than 14 days. Prescriptions for controlled substances may take longer because our mail-order pharmacy has to take additional steps to review the prescription. This may include contacting your doctor prior to filling.

If you experience a delay in receiving your order and you are in danger of running out of your medication, you can request an override to have your prescription filled at a local retail pharmacy by calling the number on the back of your ID card. Once approval is obtained, our mail-order pharmacies can transfer your prescription to the pharmacy of your choice or have your doctor telephone a short-term supply prescription directly to your pharmacy. If you use a mail-order pharmacy not in the plan's network, your prescriptions will not be covered.

Consistent with State and Federal laws, some prescriptions for drugs classified as controlled substances require detailed review before they can be filled. This review may take 7-10 days, in addition to shipping time. Sending a prescription to a network mail-order pharmacy or transferring to a local network pharmacy does not guarantee the prescription will be filled; pharmacists fill prescriptions subject to the exercise of their professional discretion.

Please note: There may be some instances when a mail-order pharmacy in our network is unable to fill your prescription. In those cases, you will be alerted after the review is completed.

New prescriptions the pharmacy receives directly from your doctor's office.
After the pharmacy receives a prescription from a health care provider, it will contact you to see if you want the medication filled immediately or at a later time. This will give you an opportunity to make sure that the pharmacy is delivering the correct drug (including strength, amount, and form) and, if needed, allow you to stop or delay the order before you are billed and it is shipped. It is important that you respond each time you are contacted by the pharmacy, to let them know whether to ship, delay, or stop the new prescription.

Refills on mail-order prescriptions. For refills, please contact your pharmacy 15 days before you think the drugs you have on hand will run out to make sure your next order is shipped to you in time.

Section 2.4 How can you get a long-term supply of drugs?

The plan offers two ways to get a long-term supply (also called an "extended supply") of "maintenance" drugs on our plan's Drug List. (Maintenance drugs are drugs that you take on a regular basis, for a chronic or long-term medical condition.)

1. Some retail pharmacies in our network allow you to get a long-term supply of maintenance drugs. Your *Pharmacy Directory* tells you which pharmacies in our network can give you a long-term supply of maintenance drugs. You can also call Member Services for more information.

2. You may also receive maintenance drugs through our mail-order program. Please see Section 2.3 for more information.

Section 2.5 When can you use a pharmacy that is not in the plan's network?

Your prescription may be covered in certain situations

Generally, we cover drugs filled at an out-of-network pharmacy *only* when you are not able to use a network pharmacy. To help you, we have network pharmacies outside of our service area where you can get your prescriptions filled as a member of our plan. **Please check first with Member Services** to see if there is a network pharmacy nearby. You will most likely be required to pay the difference between what you pay for the drug at the out-of-network pharmacy and the cost that we would cover at an in-network pharmacy.

Here are the circumstances when we would cover prescriptions filled at an out-of-network pharmacy:

- If you are traveling within the United States and its territories and become ill, lose or run out of your prescription drugs, we will cover prescriptions that are filled at an out-of-network pharmacy. Coverage in this situation will be for a **temporary 31-day supply** of medication, or less if your prescription is for fewer days.
- We will cover prescriptions that are filled at an out-of-network pharmacy if the prescriptions are related to care for a medical emergency or urgent care.
- We will cover your prescription at an out-of-network pharmacy if at least one of the following applies:
    - If you are unable to obtain a covered drug in a timely manner within our service area because there is no network pharmacy within a reasonable driving distance that provides 24-hour service.
    - If you are trying to fill a prescription drug that is not regularly stocked at an accessible network retail or mail-order pharmacy (including high-cost and unique drugs).
    - If you are getting a vaccine that is medically necessary but not covered by Medicare Part B, as well as some covered drugs that are administered in your doctor's office.

Please Note: If you purchase a drug at an out-of-network pharmacy, and one of the situations explained above applies to you, you may be reimbursed at our plan's standard in-network pharmacy rate, not the full price that you paid for the drug. Additionally, the difference in the plan's reimbursement amount and the total amount you paid for the drug will be included in your total out-of-pocket costs.

When none of the situations explained above apply and you voluntarily pay out-of-pocket for a drug, you will be responsible for paying the total cash price of the drug, and you will not be reimbursed by our plan. The amount you pay will not apply toward your total out-of-pocket costs.

How do you ask for reimbursement from the plan?

If you must use an out-of-network pharmacy, you will generally have to pay the full cost (rather than your normal cost share) at the time you fill your prescription. You can ask us to reimburse you for our share of the cost. (Chapter 7, Section 2.1 explains how to ask the plan to pay you back.)

SECTION 3 Your drugs need to be on the plan's "Drug List"

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

The plan has a *"List of Covered Drugs (Formulary)."* In this *Evidence of Coverage*, **we call it the "Drug List" for short.**

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

The Drug List includes the drugs covered under Medicare Part D. In addition to the drugs covered by Medicare, some prescription drugs are covered for you under your Medicaid benefits. The Drug List tells you how to find out about your Medicaid drug coverage.

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

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

The Drug List includes brand name drugs and generic drugs.

A brand name drug is a prescription drug that is sold under a trademarked name owned by the drug manufacturer. Brand name drugs that are more complex than typical drugs (for example, drugs that are based on a protein) are called biological products. On the drug list, when we refer to "drugs," this could mean a drug or a biological product.

A generic drug is a prescription drug that has the same active ingredients as the brand name drug. Generally, it works just as well as the brand name drug and usually costs less. There are generic drug substitutes available for many brand name drugs.

What is *not* on the Drug List?

The plan does not cover all prescription drugs.

- In some cases, the law does not allow any Medicare plan to cover certain types of drugs (for more information about this, see Section 7.1 in this chapter).
- In other cases, we have decided not to include a particular drug on the Drug List. In some cases, you may be able to obtain a drug that is not on the drug list. For more information, please see Chapter 9.

Section 3.2 There are five "cost-sharing tiers" for drugs on the Drug List

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

- Tier 1, our lowest cost-sharing tier, includes Preferred Generic Drugs.
- Tier 2, our next tier, includes Generic Drugs. The cost-sharing amount is greater than for Tier 1 drugs.
- Tier 3, our next tier, includes Preferred Brand Drugs and some Generic Drugs. The cost-sharing amount for drugs in this tier is greater than for Tier 2 drugs.
- Tier 4, our next tier, includes Non-Preferred Drugs and some Generic Drugs considered high-risk. The cost-sharing amount for drugs in this tier is greater than for Tier 3 drugs.
- Tier 5, our last tier, includes Generic and Brand Specialty Drugs. Specialty Drugs are very high-cost drugs. The cost-sharing amount is greatest for Tier 5 drugs.

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

The amount you pay for drugs in each cost-sharing tier is shown in Chapter 6 *(What you pay for your Part D prescription drugs).*

Section 3.3 How can you find out if a specific drug is on the Drug List?

You have three ways to find out:

1. Check the most recent Drug List we provided electronically.
2. Visit the plan's website (**www.floridablue.com/medicare**). The Drug List on the website is always the most current.
3. Call Member Services to find out if a particular drug is on the plan's Drug List or to ask for a copy of the list.

SECTION 4 There are restrictions on coverage for some drugs

Section 4.1 Why do some drugs have restrictions?

For certain prescription drugs, special rules restrict how and when the plan covers them. A team of doctors and pharmacists developed these rules to encourage you and your provider to use drugs in the most effective way. To find out if any of these restrictions apply to a drug you take or want to take, check the Drug List. If a safe, lower-cost drug will work just as well medically as a higher-cost drug, the plan's rules are designed to encourage you and your provider to use that lower-cost option.

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

Section 4.2 What kinds of restrictions?

The sections below tell you more about the types of restrictions we use for certain drugs.

If there is a restriction for your drug, it usually means that you or your provider will have to take extra steps in order for us to cover the drug. Contact Member Services to learn what you or your provider would need to do to get coverage for the drug. If you want us to waive the restriction for you, you will need to use the coverage decision process and ask us to make an exception. We may or may not agree to waive the restriction for you. (See Chapter 9)

Restricting brand name drugs when a generic version is available

Generally, a "generic" drug works the same as a brand name drug and usually costs less. **In most cases, when a generic version of a brand name drug is available, our network pharmacies will provide you the generic version instead of the brand name drug.** However, if your provider has told us the medical reason that the generic drug will not work for you, or has written "No substitutions" on your prescription for a brand name drug, or has told us the medical reason that neither the generic drug nor other covered drugs that treat the same condition will work for you, then we will cover the brand name drug. (Your share of the cost may be greater for the brand name drug than for the generic drug.)

Getting plan approval in advance

For certain drugs, you or your provider need to get approval from the plan before we will agree to cover the drug for you. This is called "**prior authorization**." This is put in place to ensure medication safety and help guide appropriate use of certain drugs. If you do not get this approval, your drug might not be covered by the plan.

Trying a different drug first

This requirement encourages you to try less costly but usually just as effective drugs before the plan covers another drug. For example, if Drug A and Drug B treat the same medical condition and Drug A is less costly, the plan may require you to try Drug A first. If Drug A does not work for you, the plan will then cover Drug B. This requirement to try a different drug first is called "**step therapy**."

Quantity limits

For certain drugs, we limit how much of a drug you can get each time you fill your prescription. For example, if it is normally considered safe to take only one pill per day for a certain drug, we may limit coverage for your prescription to no more than one pill per day.

SECTION 5 What if one of your drugs is not covered in the way you'd like it to be covered?

Section 5.1 There are things you can do if your drug is not covered in the way you'd like it to be covered

There are situations where there is a prescription drug you are taking, or one that you and your provider think you should be taking, that is not on our formulary or is on our formulary with restrictions. For example:

- The drug might not be covered at all. Or maybe a generic version of the drug is covered but the brand name version you want to take is not covered.
- The drug is covered, but there are extra rules or restrictions on coverage for that drug, as explained in Section 4.
- The drug is covered, but it is in a cost-sharing tier that makes your cost-sharing more expensive than you think it should be.
- There are things you can do if your drug is not covered in the way that you'd like it to be covered.
- If your drug is not on the Drug List or if your drug is restricted, go to Section 5.2 to learn what you can do.
- If your drug is in a cost-sharing tier that makes your cost more expensive than you think it should be, go to Section 5.3 to learn what you can do.

Section 5.2 What can you do if your drug is not on the Drug List or if the drug is restricted in some way?

If your drug is not on the Drug List or is restricted, here are options:

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

You may be able to get a temporary supply

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

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

- We will cover a temporary supply of your drug **during the first 90 days of your membership in the plan if you were new and during the first 90 days of the calendar year if you were in the plan last year.** This temporary supply will be for a maximum of 31 days. If your prescription is written for fewer days, we will allow multiple fills to provide up to a maximum of 31 days of medication. The prescription must be filled at a network pharmacy. (Please note that the long-term care pharmacy may provide the drug in smaller amounts at a time to prevent waste.)

- **For those members who have been in the plan for more than *90 days* and reside in a long-term care facility and need a supply right away:**

  We will cover one 31-day emergency supply of a particular drug, or less if your prescription is written for fewer days. This is in addition to the above temporary supply.

- **For those members who have changes in care settings:**

  During a level of care change, drugs that are not covered by our plan may be prescribed. If this happens, you and your doctor must use our plan's coverage determination request process.

  To prevent a gap in care when you are discharged, you may get a full outpatient supply that will allow therapy to continue once the limited discharge supply is gone. This outpatient supply is available before discharge from a Medicare Part A-covered stay. When you are admitted to or discharged from a long-term care (LTC) setting, you may not have access to the drugs you were previously given. However, you may get a refill upon admission or discharge.

For questions about a temporary supply, call Member Services.

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

1) You can change to another drug

Talk with your provider about whether there is a different drug covered by the plan that may work just as well for you. You can call Member Services to ask for a list of covered drugs that treat the same medical condition. This list can help your provider find a covered drug that might work for you.

2) You can ask for an exception

You and your provider can ask the plan to make an exception and cover the drug in the way you would like it covered. If your provider says that you have medical reasons that justify asking us for an exception,

your provider can help you request an exception. For example, you can ask the plan to cover a drug even though it is not on the plan's Drug List. Or you can ask the plan to make an exception and cover the drug without restrictions.

If you are a current member and a drug you are taking will be removed from the formulary or restricted in some way for next year, we will tell you about any change prior to the year. You can ask for an exception before next year and we will give you an answer within 72 hours after we receive your request (or your prescriber's supporting statement). If we approve your request, we will authorize the coverage before the change takes effect.

If you and your provider want to ask for an exception, Chapter 9, Section 7.4 tells you what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

Section 5.3 What can you do if your drug is in a cost-sharing tier you think is too high?

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

You can change to another drug

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

You can ask for an exception

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

If you and your provider want to ask for an exception, Chapter 9, Section 7.4 tells what to do. It explains the procedures and deadlines that have been set by Medicare to make sure your request is handled promptly and fairly.

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

SECTION 6 What if your coverage changes for one of your drugs?

Section 6.1 The Drug List can change during the year

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

- **Add or remove drugs from the Drug List.**
- **Move a drug to a higher or lower cost-sharing tier.**
- **Add or remove a restriction on coverage for a drug.**
- **Replace a brand name drug with a generic drug.**

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

Section 6.2 What happens if coverage changes for a drug you are taking?

Information on changes to drug coverage

When changes to the Drug List occur, we post information on our website about those changes. We also update our online Drug List on a regularly scheduled basis. Below we point out the times that you would get direct notice if changes are made to a drug that you are taking.

Changes to your drug coverage that affect you during the current plan year

- **A new generic drug replaces a brand name drug on the Drug List (or we change the cost-sharing tier or add new restrictions to the brand name drug or both)**
    - We may immediately remove a brand name drug on our Drug List if we are replacing it with a newly approved generic version of the same drug. The generic drug will appear on the same or lower cost-sharing tier and with the same or fewer restrictions. We may decide to keep the brand name drug on our Drug List, but immediately move it to a higher cost-sharing tier or add new restrictions or both when the new generic is added.
    - We may not tell you in advance before we make that change—even if you are currently taking the brand name drug. If you are taking the brand name drug at the time we make the change, we will provide you with information about the specific change(s). This will also include information on the steps you may take to request an exception to cover the brand name drug. You may not get this notice before we make the change.

- You or your prescriber can ask us to make an exception and continue to cover the brand name drug for you. For information on how to ask for an exception, see Chapter 9.

- **Unsafe drugs and other drugs on the Drug List that are withdrawn from the market**
  - Sometimes a drug may be deemed unsafe or taken off the market for another reason. If this happens, we may immediately remove the drug from the Drug List. If you are taking that drug, we will tell you right away.
  - Your prescriber will also know about this change, and can work with you to find another drug for your condition.

- **Other changes to drugs on the Drug List**
  - We may make other changes once the year has started that affect drugs you are taking. For example, we might add a generic drug that is not new to the market to replace a brand name drug on the Drug List or change the cost-sharing tier or add new restrictions to the brand name drug or both. We also might make changes based on FDA boxed warnings or new clinical guidelines recognized by Medicare.
  - For these changes, we must give you at least 30 days' advance notice of the change or give you notice of the change and a 31-day refill of the drug you are taking at a network pharmacy.
  - After you receive notice of the change, you should work with your prescriber to switch to a different drug that we cover or to satisfy any new restrictions on the drug you are taking.
  - You or your prescriber can ask us to make an exception and continue to cover the drug for you. For information on how to ask for an exception, see Chapter 9.

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

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

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

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

If any of these changes happen for a drug you are taking (except for market withdrawal, a generic drug replacing a brand name drug, or other change noted in the sections above), then the change won't affect your use or what you pay as your share of the cost until January 1 of the next year. Until that date, you probably won't see any increase in your payments or any added restrictions to your use of the drug.

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

SECTION 7 What types of drugs are *not* covered by the plan?

Section 7.1 Types of drugs we do not cover

This section tells you what kinds of prescription drugs are "excluded." This means neither Medicare nor Medicaid pays for these drugs.

If you appeal and the requested drug is found not to be excluded under Part D, we will pay for or cover it. (For information about appealing a decision, go to Chapter 9.) If the drug excluded by our plan is also excluded by Medicaid, you must pay for it yourself, (except for certain excluded drugs covered under our enhanced drug coverage).

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

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

In addition, by law, the following categories of drugs listed below are not covered by Medicare. However, some of these drugs may be covered for you under your Medicaid drug coverage. To find out about Medicaid drug coverage, contact Member Services (this information can be found on the back cover of this booklet) or the Florida Agency for Health Care Administration (this information can be found in Chapter 2, Section 6 of this booklet):

- Non-prescription drugs (also called over-the-counter drugs)

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

SECTION 8 Filling a prescription

Section 8.1 Provide your membership information

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

Section 8.2 What if you don't have your membership information with you?

If you don't have your plan membership information with you when you fill your prescription, you or the pharmacy can call the plan to get the necessary information.

If the pharmacy is not able to get the necessary information, **you may have to pay the full cost of the prescription when you pick it up.** (You can then **ask us to reimburse you** for our share. See Chapter 7, Section 2.1 for information about how to ask the plan for reimbursement.)

SECTION 9 Part D drug coverage in special situations

Section 9.1 What if you're in a hospital or a skilled nursing facility for a stay that is covered by the plan?

If you are admitted to a hospital or to a skilled nursing facility for a stay covered by the plan, we will generally cover the cost of your prescription drugs during your stay. Once you leave the hospital or

skilled nursing facility, the plan will cover your prescription drugs as long as the drugs meet all of our rules for coverage described in this Chapter.

Section 9.2 What if you're a resident in a long-term care (LTC) facility?

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

Check your *Pharmacy Directory* to find out if your LTC facility's pharmacy or the one that it uses is part of our network. If it isn't, or if you need more information or assistance, please contact Member Services. If you are in an LTC facility, we must ensure that you are able to routinely receive your Part D benefits through our network of LTC pharmacies.

What if you're a resident in a long-term care (LTC) facility and need a drug that is not on our Drug List or is restricted in some way?

Please refer to Section 5.2 about a temporary or emergency supply.

Section 9.3 What if you're also getting drug coverage from an employer or retiree group plan?

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

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

Special note about 'creditable coverage':

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

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

Keep this notice about creditable coverage, because you may need it later. If you enroll in a Medicare plan that includes Part D drug coverage, you may need this notice to show that you have maintained creditable coverage. If you didn't get the creditable coverage notice, request a copy from your employer or retiree plan's benefits administrator or the employer or union.

Section 9.4 What if you're in Medicare-certified hospice?

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

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

SECTION 10 Programs on drug safety and managing medications

Section 10.1 Programs to help members use drugs safely

We conduct drug use reviews for our members to help make sure that they are getting safe and appropriate care.

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

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

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

Section 10.2 Drug Management Program (DMP) to help members safely use their opioid medications

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

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

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

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

Section 10.3 Medication Therapy Management (MTM) program to help members manage their medications

We have a program that can help our members with complex health needs.

This program is voluntary and free. A team of pharmacists and doctors developed the program for us to help make sure that our members get the most benefit from the drugs they take

Some members who take medications for different medical conditions and have high drug costs, or are in a DMP to help members use their opioids safely, may be able to get services through an MTM program. A pharmacist or other health professional will give you a comprehensive review of all your

medications. During the review, you can talk about your medications, your costs, and any problems or questions you have about your prescription and over-the-counter medications. You'll get a written summary which has a recommended to-do list that includes steps you should take to get the best results from your medications. You'll also get a medication list that will include all the medications you're taking, how much you take, and when and why you take them. In addition, members in the MTM program will receive information on the safe disposal of prescription medications that are controlled substances.

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

If we have a program that fits your needs, we will automatically enroll you in the program and send you information. If you decide not to participate, please notify us and we will withdraw you. If you have any questions about this program, please contact Member Services.

CHAPTER 6:

What you pay for your Part D prescription drugs

How can you get information about your drug costs if you're receiving "Extra Help" with your Part D prescription drug costs?

Most of our members qualify for and are getting "Extra Help" from Medicare to pay for their prescription drug plan costs. If you are in the "Extra Help" program, **some information in this *Evidence of Coverage* about the costs for Part D prescription drugs does not apply to you.** We sent you a separate insert, called the "Evidence of Coverage Rider for People Who Get Extra Help Paying for Prescription Drugs" (also known as the "Low Income Subsidy Rider" or the "LIS Rider"), which tells you about your drug coverage. If you don't have this insert, please call Member Services and ask for the "LIS Rider."

SECTION 1 Introduction

Section 1.1 Use this chapter together with other materials that explain your drug coverage

This chapter focuses on what you pay for Part D prescription drugs. To keep things simple, we use "drug" in this chapter to mean a Part D prescription drug. As explained in Chapter 5, not all drugs are Part D drugs – some drugs are excluded from Part D coverage by law. Some of the drugs excluded from Part D coverage are covered under Medicare Part A or Part B or under Medicaid.

To understand the payment information, you need to know what drugs are covered, where to fill your prescriptions, and what rules to follow when you get your covered drugs. Chapter 5, Sections 1 through 4 explain these rules.

Section 1.2 Types of out-of-pocket costs you may pay for covered drugs

There are different types of out-of-pocket costs for Part D drugs. The amount that you pay for a drug is called "cost sharing," and there are three ways you may be asked to pay.

- The "**deductible**" is the amount you pay for drugs before our plan begins to pay its share.
- "**Copayment**" is a fixed amount you pay each time you fill a prescription.
- "**Coinsurance**" is a percentage of the total cost you pay each time you fill a prescription.

Section 1.3 How Medicare calculates your out-of-pocket costs

Medicare has rules about what counts and what does *not* count toward your out-of-pocket costs.

Here are the rules we must follow to keep track of your out-of-pocket costs.

These payments <u>are included</u> in your out-of-pocket costs

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

- The amount you pay for drugs when you are in any of the following drug payment stages:
    - The Deductible Stage
    - The Initial Coverage Stage
    - The Coverage Gap Stage
- Any payments you made during this calendar year as a member of a different Medicare prescription drug plan before you joined our plan.

It matters who pays:

- If you make these payments **yourself**, they are included in your out-of-pocket costs.
- These payments are *also included* if they are made on your behalf by **certain other individuals or organizations.** This includes payments for your drugs made by a friend or relative, by most charities, by AIDS drug assistance programs, or by the Indian Health Service. Payments made by Medicare's "Extra Help" Program are also included.
- Some payments made by the Medicare Coverage Gap Discount Program are included. The amount the manufacturer pays for your brand name drugs is included. But the amount the plan pays for your generic drugs is not included.

Moving on to the Catastrophic Coverage Stage:

When you (or those paying on your behalf) have spent a total of $7,400 in out-of-pocket costs within the calendar year, you will move from the Coverage Gap Stage to the Catastrophic Coverage Stage.

These payments <u>are not included</u> in your out-of-pocket costs

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

- Your monthly premium.
- Drugs you buy outside the United States and its territories.

- Drugs that are not covered by our plan.
- Drugs you get at an out-of-network pharmacy that do not meet the plan's requirements for out-of-network coverage.
- Prescription drugs covered by Part A or Part B.
- Payments you make toward drugs covered under our additional coverage but not normally covered in a Medicare Prescription Drug Plan.
- Payments you make toward prescription drugs not normally covered in a Medicare Prescription Drug Plan.
- Payments made by the plan for your brand or generic drugs while in the Coverage Gap.
- Payments for your drugs that are made by group health plans including employer health plans.
- Payments for your drugs that are made by certain insurance plans and government-funded health programs such as TRICARE and the Veterans Affairs.
- Payments for your drugs made by a third-party with a legal obligation to pay for prescription costs (for example, Workers' Compensation).

Reminder: If any other organization such as the ones listed above pays part or all of your out-of-pocket costs for drugs, you are required to tell our plan by calling Member Services.

How can you keep track of your out-of-pocket total?

- **We will help you.** The Part D EOB report you receive includes the current amount of your out-of-pocket costs. When this amount reaches $7,400, this report will tell you that you have left the Coverage Gap Stage and have moved on to the Catastrophic Coverage Stage.
- **Make sure we have the information we need.** Section 3.2 tells what you can do to help make sure that our records of what you have spent are complete and up to date.

SECTION 2 What you pay for a drug depends on which "drug payment stage" you are in when you get the drug

Section 2.1 What are the drug payment stages for BlueMedicare Complete members?

There are four "drug payment stages" for your Medicare Part D prescription drug coverage under BlueMedicare Complete. How much you pay depends on what stage you are in when you get a prescription filled or refilled. Details of each stage are in Sections 4 through 7 of this chapter. The stages are:

Stage 1: Yearly Deductible Stage

Stage 2: Initial Coverage Stage

Stage 3: Coverage Gap Stage

Stage 4: Catastrophic Coverage Stage

Important Message About What You Pay for Insulin - You won't pay more than $35 for a one-month supply of each insulin product covered by our plan, no matter what cost-sharing tier it's on, even if you haven't paid your deductible.

Members who currently have Low Income Subsidy (LIS) will pay $0 throughout all drug tiers and all phases. Members who do not have an LIS status will pay the cost shares as shown in the sections below.

SECTION 3 We send you reports that explain payments for your drugs and which payment stage you are in

Section 3.1 We send you a monthly summary called the "*Part D Explanation of Benefits*" (the "Part D EOB")

Our plan keeps track of the costs of your prescription drugs and the payments you have made when you get your prescriptions filled or refilled at the pharmacy. This way, we can tell you when you have moved from one drug payment stage to the next. In particular, there are two types of costs we keep track of:

- We keep track of how much you have paid. This is called your "**out-of-pocket**" cost.
- We keep track of your "**total drug costs**." This is the amount you pay out-of-pocket or others pay on your behalf plus the amount paid by the plan.

If you have had one or more prescriptions filled through the plan during the previous month we will send you a *Part D Explanation of Benefits* ("Part D EOB"). The Part D EOB includes:

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

Section 3.2 Help us keep our information about your drug payments up to date

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

- **Show your membership card every time you get a prescription filled.** This helps us make sure we know about the prescriptions you are filling and what you are paying.
- **Make sure we have the information we need.** There are times you may pay for the entire cost of a prescription drug. In these cases, we will not automatically get the information we need to keep track of your out-of-pocket costs. To help us keep track of your out-of-pocket costs, give us copies of these receipts Here are examples of when you should give us copies of your drug receipts:
    - When you purchase a covered drug at a network pharmacy at a special price or using a discount card that is not part of our plan's benefit
    - When you made a copayment for drugs that are provided under a drug manufacturer patient assistance program
    - Any time you have purchased covered drugs at out-of-network pharmacies or other times you have paid the full price for a covered drug under special circumstances

    If you are billed for a covered drug, you can ask our plan to pay our share of the cost. For instructions on how to do this, go to Chapter 7, Section 2.

- **Send us information about the payments others have made for you.** Payments made by certain other individuals and organizations also count toward your out-of-pocket costs. For example, payments made by an AIDS drug assistance program (ADAP), the Indian Health Service, and most charities count toward your out-of-pocket costs. Keep a record of these payments and send them to us so we can track your costs.
- **Check the written report we send you.** When you receive the Part D EOB, look it over to be sure the information is complete and correct. If you think something is missing or you have any questions, please call us at Member Services. Be sure to keep these reports.

SECTION 4 During the Deductible Stage, you pay the full cost of your Tiers 1, 2, 3, 4 and 5 drugs

Most of our members get "Extra Help" with their prescription drug costs, so the Deductible Stage does not apply to many of them. If you receive "Extra Help," your deductible amount depends on the level of "Extra Help" you receive – you will either:

- Not pay a deductible
- --or-- Pay a deductible of $505

Look at the separate insert (the "LIS Rider") for information about your deductible amount.

If you do not receive "Extra Help," the Deductible Stage is the first payment stage for your drug coverage. This stage begins when you fill your first prescription of the year. When you are in this payment stage, **you must pay the full cost of your drugs** until you reach the plan's deductible amount, which is $505 for 2023. The "**full cost**" is usually lower than the normal full price of the drug, since our plan has negotiated lower costs for most drugs at network pharmacies.

Once you have paid $505 for your Tiers 1, 2, 3, 4 and 5 drugs, you leave the Deductible Stage and move on to the Initial Coverage Stage.

SECTION 5 During the Initial Coverage Stage, the plan pays its share of your drug costs and you pay your share

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

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

The plan has five cost-sharing tiers

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

- Tier 1, our lowest cost-sharing tier, includes Preferred Generic Drugs.
- Tier 2, our next tier, includes Generic Drugs. The cost-sharing amount is usually greater than for Tier 1 drugs.
- Tier 3, our next tier, includes Preferred Brand Drugs and some Generic Drugs. The cost-sharing amount for drugs in this tier is greater than for Tier 2 drugs.
- Tier 4, our next tier, includes Non-Preferred Drugs and some Generic Drugs considered high-risk. The cost-sharing amount for drugs in this tier is greater than for Tier 3 drugs.
- Tier 5, our last tier, includes Generic and Brand Specialty Drugs. Specialty Drugs are very high-cost drugs. The cost-sharing amount is greatest for Tier 5 drugs.

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

Your pharmacy choices

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

- A network retail pharmacy
- A pharmacy that is not in the plan's network. We cover prescriptions filled at out-of-network pharmacies in only limited situations. Please see Chapter 5, Section 2.5 to find out when we will cover a prescription filled at an out-of-network pharmacy.
- The plan's mail-order pharmacy

For more information about these pharmacy choices and filling your prescriptions, see Chapter 5 in this booklet and the plan's *Pharmacy Directory*.

Section 5.2 A table that shows your costs for a *one-month* supply of a drug

During the Initial Coverage Stage, your share of the cost of a covered drug will be either a copayment or coinsurance.

As shown in the table below, the amount of the copayment or coinsurance depends on the cost-sharing tier. Sometimes the cost of the drug is lower than your copayment. In these cases, you pay the lower price for the drug instead of the copayment.

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

Tier	**Standard retail cost-sharing (in-network)** (up to a 31-day supply)	**Standard Mail-order cost-sharing** (up to a 31-day supply)	**Long-term care (LTC) cost-sharing** (up to a 31-day supply)	**Out-of-network cost-sharing** (Coverage is limited to certain situations; see Chapter 5 for details.) (up to a 31-day supply)
Cost-Sharing Tier 1 (Preferred Generic)	25% coinsurance	25% coinsurance	25% coinsurance	25% coinsurance
Cost-Sharing Tier 2 (Generic)	25% coinsurance	25% coinsurance	25% coinsurance	25% coinsurance
Cost-Sharing Tier 3 (Preferred Brand)	25% coinsurance	25% coinsurance	25% coinsurance	25% coinsurance
Cost-Sharing Tier 4 (Non-Preferred Drug)	25% coinsurance	25% coinsurance	25% coinsurance	25% coinsurance
Cost-Sharing Tier 5 (Specialty Tier)	25% coinsurance	25% coinsurance	25% coinsurance	25% coinsurance

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

Typically, the amount you pay for a prescription drug covers a full month's supply. There may be times when you or your doctor would like you to have less than a month's supply of a drug (for example, when

you are trying a medication for the first time). You can also ask your doctor to prescribe, and your pharmacist to dispense, less than a full month's supply of your drugs, if this will help you better plan refill dates for different prescriptions.

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

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

Section 5.4 A table that shows your costs for a *long-term* (up to a 90-day or up to a 100-day) supply of a drug

For some drugs, you can get a long-term supply (also called an "extended supply"). A long-term supply is up to a 90-day supply for Tiers 3 & 4 and up to a 100-day supply for Tiers 1 & 2.

The table below shows what you pay when you get a long-term supply of a drug.

Your share of the cost when you get a *long-term* supply of a covered Part D prescription drug:

Tier	**Standard retail cost-sharing (in-network)** (up to a 90-day supply Tier 3 & 4 and up to a 100-day supply Tier 1 and 2)	**Standard Mail-order cost-sharing** (up to a 90-day supply Tier 3 & 4 and up to a 100-day supply Tier 1 and 2)
Cost-Sharing Tier 1 (Preferred Generic)	25% coinsurance	25% coinsurance
Cost-Sharing Tier 2 (Generic)	25% coinsurance	25% coinsurance
Cost-Sharing Tier 3 (Preferred Brand)	25% coinsurance	25% coinsurance

Tier	**Standard retail cost-sharing (in-network)** (up to a 90-day supply Tier 3 & 4 and up to a 100-day supply Tier 1 and 2)	**Standard Mail-order cost-sharing** (up to a 90-day supply Tier 3 & 4 and up to a 100-day supply Tier 1 and 2)
Cost-Sharing Tier 4 (Non-Preferred Drug)	25% coinsurance	25% coinsurance
Cost-Sharing Tier 5 (Specialty Tier)	A long-term supply is not available for drugs in Tier 5.	A long-term supply is not available for drugs in Tier 5.

Section 5.5 You stay in the Initial Coverage Stage until your total drug costs for the year reach $4,660

You stay in the Initial Coverage Stage until the total amount for the prescription drugs you have filled reaches the **$4,660 limit for the Initial Coverage Stage.**

We offer additional coverage on some prescription drugs that are not normally covered in a Medicare Prescription Drug Plan. Payments made for these drugs will not count toward your initial coverage limit or total out-of-pocket costs.

The Part D EOB that you receive will help you keep track of how much you, the plan, and any third parties have spent on your behalf during the year. Many people do not reach the $4,660 limit in a year.

We will let you know if you reach this amount. If you do reach this amount, you will leave the Initial Coverage Stage and move on to the Coverage Gap Stage. See Section 1.3 on how Medicare calculates your out-of-pocket costs.

SECTION 6 Costs in the Coverage Gap Stage

When you are in the Coverage Gap Stage, the Medicare Coverage Gap Discount Program provides manufacturer discounts on brand name drugs. You pay 25% of the negotiated price and a portion of the dispensing fee for brand name drugs. Both the amount you pay and the amount discounted by the manufacturer count toward your out-of-pocket costs as if you had paid them and move you through the coverage gap.

You also receive some coverage for generic drugs. You pay no more than 25% of the cost for generic drugs and the plan pays the rest. Only the amount you pay counts and moves you through the coverage gap.

You continue paying these costs until your yearly out-of-pocket payments reach a maximum amount that Medicare has set. Once you reach this amount ($7,400), you leave the Coverage Gap Stage and move to the Catastrophic Coverage.

Medicare has rules about what counts and what does *not* count toward your out-of-pocket costs (Section 1.3).

SECTION 7 During the Catastrophic Coverage Stage, the plan pays most of the costs for your drugs

You enter the Catastrophic Coverage Stage when your out-of-pocket costs have reached the $7,400 limit for the calendar year. Once you are in the Catastrophic Coverage Stage, you will stay in this payment stage until the end of the calendar year.

If you receive “Extra Help” to pay for your prescription drugs, your costs for covered drugs will depend on the level of “Extra Help” you receive. During this stage, your share of the cost for a covered drug will be either:

- $0; or
- A coinsurance or a copayment, whichever is the *larger* amount:
    - – *either* – Coinsurance of 5% of the cost of the drug
    - – *or* – $4.15 for a generic drug or a drug that is treated like a generic and $10.35 for all other drugs.

Look at the separate insert (the “LIS Rider”) for information about your costs during the Catastrophic Coverage Stage.

For specific brand name drugs in Tier 1 (Preferred Generic), our plan pays the full costs of the drug. See Section 8.1 for more information.

SECTION 8 Additional benefits information

Section 8.1 Our plan offers additional benefits

We offer additional coverage of some prescription drugs not normally covered in a Medicare prescription drug plan. These drugs can be found in Tier 1.

Some erectile dysfunction drugs. tadalafil (Cialis), vardenafil, and sildenafil (Viagra) 4 tablets per month.

SECTION 9 Part D Vaccines. What you pay for depends on how and where you get them

Important Message About What You Pay for Vaccines - Our plan covers most Part D vaccines at no cost to you, even if you haven't paid your deductible. Call Member Services for more information.

There are two parts to our coverage of Part D vaccinations:

- The first part of coverage is the cost of **the vaccine itself.**
- The second part of coverage is for the cost of **giving you the vaccine.** (This is sometimes called the "administration" of the vaccine.)

Your costs for a Part D vaccination depends on three things:

1. **The type of vaccine** (what you are being vaccinated for).
    - Some vaccines are considered medical benefits. (See the *Medical Benefits Chart (what is covered and what you pay)* in Chapter 4).
    - Other vaccines are considered Part D drugs. You can find these vaccines listed in the plan's *List of Covered Drugs (Formulary).*
2. **Where you get the vaccine.**
    - The vaccine itself may be dispensed by a pharmacy or provided by the doctor's office.
3. **Who gives you the vaccine.**
    - A pharmacist may give the vaccine in the pharmacy or another provider may give it in the doctor's office.

What you pay at the time you get the Part D vaccination can vary depending on the circumstances and what Drug Stage you are in.

- Sometimes when you get a vaccination, you have to pay for the entire cost for both the vaccine itself and the cost for the provider to give you the vaccine. You can ask our plan to pay you back for our share of the cost.
- Other times, when you get a vaccination, you will pay only your share of the cost under your Part D benefit.

Below are three examples of ways you might get a Part D vaccine.

Situation 1: You get your vaccination at the network pharmacy. (Whether you have this choice

depends on where you live. Some states do not allow pharmacies to give vaccines.)

- You will pay the pharmacy your copayment or coinsurance for the vaccine itself which includes the cost of giving you the vaccine.
- Our plan will pay the remainder of the costs.

Situation 2: You get the Part D vaccination at your doctor's office.

- When you get the vaccine, you will pay for the entire cost of the vaccine itself and the cost for the provider to give it to you.
- You can then ask our plan to pay our share of the cost by using the procedures that are described in Chapter 7.
- You will be reimbursed the amount you paid less your normal coinsurance or copayment for the vaccine (including administration) less any difference between the amount the doctor charges and what we normally pay. (If you get "Extra Help," we will reimburse you for this difference.)

Situation 3: You buy the Part D vaccine itself at your pharmacy, and then take it to your doctor's office where they give you the vaccine.

- You will have to pay the pharmacy your copayment for the vaccine itself.
- When your doctor gives you the vaccine, you will pay the entire cost for this service. You can then ask our plan to pay our share of the cost by using the procedures described in Chapter 7.
- You will be reimbursed the amount charged by the doctor for administering the vaccine.

CHAPTER 7:

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

SECTION 1 Situations in which you should ask us to pay for your covered services or drugs

Our network providers bill the plan directly for your covered services and drugs. If you get a bill for the full cost of medical care or drugs you have received, you should send this bill to us so that we can pay it. When you send us the bill, we will look at the bill and decide whether the services should be covered. If we decide they should be covered, we will pay the provider directly.

If you have already paid for a Medicare service or item covered by the plan, you can ask our plan to pay you back (paying you back is often called "reimbursing" you). It is your right to be paid back by our plan whenever you've paid for medical services or drugs that are covered by our plan. There may be deadlines that you must meet to get paid back. Please see Section 2 of this chapter. When you send us a bill you have already paid, we will look at the bill and decide whether the services or drugs should be covered. If we decide they should be covered, we will pay you back for the services or drugs.

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

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

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

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

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

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

Network providers should always bill the plan directly. But sometimes they make mistakes, and ask you to pay for your services.

- We do not allow providers to bill you for covered services. We pay our providers directly, and we protect you from any charges. This is true even if we pay the provider less than the provider charges for a service.
- Whenever you get a bill from a network provider that you think is more than you should pay, send us the bill. We will contact the provider directly and resolve the billing problem.
- If you have already paid a bill to a network provider but you feel that you paid too much, send us the bill along with documentation of any payment you have made. You should ask us to pay you back for the difference between the amount you paid and the amount you owed under the plan.

3. If you are retroactively enrolled in our plan

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

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

4. When you use an out-of-network pharmacy to get a prescription filled

If you go to an out-of-network pharmacy, the pharmacy may not be able to submit the claim directly to us. When that happens, you will have to pay the full cost of your prescription.

Save your receipt and send a copy to us when you ask us to pay you back for our share of the cost. Remember that we only cover out-of-network pharmacies in limited circumstances. See Chapter 5, Section 2.5 for a discussion of these circumstances.

5. When you pay the full cost for a prescription because you don't have your plan membership card with you

If you do not have your plan membership card with you, you can ask the pharmacy to call the plan or to look up your plan enrollment information. However, if the pharmacy cannot get the enrollment information they need right away, you may need to pay the full cost of the prescription yourself. Save your receipt and send a copy to us when you ask us to pay you back for our share of the cost.

6. When you pay the full cost for a prescription in other situations

You may pay the full cost of the prescription because you find that the drug is not covered for some reason.

- For example, the drug may not be on the plan's *List of Covered Drugs (Formulary)*; or it could have a requirement or restriction that you didn't know about or don't think should apply to you. If you decide to get the drug immediately, you may need to pay the full cost for it.
- Save your receipt and send a copy to us when you ask us to pay you back. In some situations, we may need to get more information from your doctor in order to pay you back for our share of the cost of the drug.

7. When you pay the full cost for a vaccine covered under your Part D benefit

If you go to your doctor's office to get a vaccine covered under your pharmacy benefit, you may have to pay the full cost of the vaccine as well as the fee charged by your doctor to give you the vaccine. You can ask us to pay you back for our share of the cost.

Save your receipt and send a copy to us when you ask us to pay you back. In some situations, we may need to get more information from your doctor in order to pay you back for our share of the cost.

All of the examples above are types of coverage decisions. This means that if we deny your request for payment, you can appeal our decision. Chapter 9 of this booklet *(What to do if you have a problem or complaint (coverage decisions, appeals, complaints))* has information about how to make an appeal.

When you send us a request for payment, we will review your request and decide whether the service or drug should be covered. This is called making a "coverage decision." If we decide it should be covered, we will pay for our share of the cost for the service or drug. If we deny your request for payment, you can appeal our decision. Chapter 9 of this document has information about how to make an appeal.

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

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

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

You must submit your claim to us within 12 months of the date you received the service, item, or drug.

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

- You don’t have to use the form, but it will help us process the information faster.
- Either download a copy of the form from our website (**www.floridablue.com/medicare**) or call Member Services and ask for the form.

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

For requests related to medical care:
Florida Blue Medicare
P. O. Box 1798
Jacksonville, Florida 32231-0014

For requests related to Part D prescription drugs:
Prime Therapeutics (Med-D)
P.O. Box 20970
Lehigh Valley, PA 18002-0970

You must submit your claim to us within 36 months of the date you received the service, item, or drug.

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

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

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

- If we decide that the medical care or drug is covered and you followed all the rules, we will pay for our share of the cost for the service. If you have already paid for the service or drug, we will mail your reimbursement of our share of the cost to you. If you have not paid for the service or drug yet, we will mail the payment directly to the provider.
- If we decide that the medical care or drug is *not* covered, or you did *not* follow all the rules, we will not pay for our share of the cost of the care or drug. We will send you a letter explaining the reasons why we are not sending the payment and your rights to appeal that decision.

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

If you think we have made a mistake in turning down your request for payment or the amount we are paying, you can make an appeal. If you make an appeal, it means you are asking us to change the

decision we made when we turned down your request for payment. The appeals process is a formal process with detailed procedures and important deadlines. For the details on how to make this appeal, go to Chapter 9 of this document.

CHAPTER 8:

Your rights and responsibilities

SECTION 1 Our plan must honor your rights and cultural sensitivities as a member of the plan

Section 1.1 We must provide information in a way that works for you and consistent with your cultural sensitivities (in languages other than English, in braille, in large print, or other alternate formats, etc.)

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

Our plan has free interpreter services available to answer questions from non-English speaking members. We can also give you information in braille, in large print, or other alternate formats at no cost if you need it. We are required to give you information about the plan's benefits in a format that is accessible and appropriate for you. To get information from us in a way that works for you, please call Member Services.

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

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

If you have any trouble getting information from our plan in a format that is accessible and appropriate for you, please call to file a grievance with Florida Blue Medicare Appeals and Grievances Department at 1-800-926-6565. You may also file a complaint with Medicare by calling 1-800-MEDICARE (1-800-633-4227) or directly with the Office for Civil Rights 1-800-368-1019 or TTY 1-800-537-7697.

Sección 1.1 Debemos proporcionarle información de una manera adecuada y de acuerdo con su idiosincrasia cultural (en idiomas diferentes al inglés, en Braille, en letra grande, en otros formatos alternativos, etc.)

Su plan debe garantizar que todos los servicios, tanto clínicos como no clínicos, se proporcionen de una manera culturalmente competente y sean accesibles para todos los afiliados, incluidos aquellos con dominio limitado del inglés, habilidades limitadas de lectura, discapacidad auditiva o aquellos que

provienen de culturas y orígenes étnicos diferentes. Los ejemplos de cómo un plan puede cumplir con estos requisitos de accesibilidad incluyen, pero no se limitan a, la prestación de servicios de traducción, servicios de interpretación, teletipos o conexión TTY (teléfono de texto o teletipo).

Nuestro plan tiene servicios gratuitos de intérpretes disponibles para responder las preguntas de los miembros que no hablan inglés. También podemos brindarle información en Braille, letra grande o en otro formato alternativo sin costo, si así lo necesita. Tenemos la obligación de proporcionarle información acerca de los beneficios del plan en un formato accesible y adecuado. Para recibir información nuestra de la manera que mejor le funcione, llame a Servicios para Miembros.

Nuestro plan debe brindar a las afiliadas de sexo femenino la opción de acceso directo a un especialista en salud de la mujer dentro de la red para los servicios de atención médica preventiva y de rutina de la mujer.

Si los proveedores dentro de la red del plan para una especialidad no están disponibles, es responsabilidad del plan ubicar proveedores especializados fuera de la red que le brindarán la atención necesaria. En este caso, usted solo paga el costo compartido dentro de la red. Si se encuentra en una situación en la que no hay especialistas en la red del plan que cubran un servicio que necesita, llame al plan para obtener información sobre dónde acudir para recibir este servicio con costos compartidos dentro de la red.

Si está teniendo problemas para obtener información de nuestro plan en forma accesible y adecuada, llame para presentar una queja ante el Departamento de Apelaciones y Quejas (Appeals and Grievance Department) de Florida Blue al 1-800-926-6565. También puede presentar una queja ante Medicare. Llame al 1-800-MEDICARE (1-800-633-4227) o comuníquese directamente con la Oficina de Derechos Civiles (Office for Civil Rights) 1-800-368-1019 or TTY 1-800-537-7697.

Esta es una traducción de su original en inglés. La versión en inglés prevalecerá.

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

You have the right to choose a primary care provider (PCP) in the plan's network to provide and arrange for your covered services. You also have the right to go to a women's health specialist (such as a gynecologist), chiropractor, dentist for non-Medicare-covered services, providers of outpatient mental health and substance abuse treatment, dermatologist, and podiatrist without a referral.

You have the right to get appointments and covered services from the plan's network of providers *within a reasonable amount of time.* This includes the right to get timely services from specialists when you need that care. You also have the right to get your prescriptions filled or refilled at any of our network pharmacies without long delays.

If you think that you are not getting your medical care or Part D drugs within a reasonable amount of time, Chapter 9 tells what you can do.

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

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

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

How do we protect the privacy of your health information?

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

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

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

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

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

NOTICE OF PRIVACY PRACTICES

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

This Notice is effective as of April 6, 2021.

We understand the importance of, and are committed to, maintaining the privacy of your protected health information (PHI). PHI is health and nonpublic personal financial information that can reasonably be used to identify you and that we maintain in the normal course of either administering your employer's self-insured group health plan or providing you with insured health care coverage and other services. PHI also includes your personally identifiable information that we may collect from you in connection with the application and enrollment process for health insurance coverage.

We are required by applicable federal and state laws to maintain the privacy of your PHI. We are also required to provide you with this Notice which describes our privacy practices, our legal duties, and your rights concerning your PHI. We are required to follow the privacy practices that are described in this Notice while it is in effect.

We reserve the right to change our privacy practices and the terms of this Notice at any time and to make the terms of our revised Notice effective for all of your PHI that we either currently maintain or that we may maintain in the future. If we make a significant change in our privacy practices, we will post a revised Notice on our web site by the effective date, and provide the revised Notice, or information about the change and how to get the revised Notice, to covered individuals in our next annual mailing.

How we protect your PHI:

- Our employees are trained on our privacy and data protection policies and procedures;
- We use administrative, physical and technical safeguards to help maintain the privacy and security of your PHI;
- We have policies and procedures in place to restrict our employees' use of your PHI to those employees who are authorized to access this information for treatment or payment purposes or to perform certain healthcare operations; and
- Our corporate Business Ethics, Integrity & Compliance division monitors how we follow our privacy policies and procedures.

How we must disclose your PHI:

- **To You:** We will disclose your PHI to you or someone who has the legal right to act on your behalf (your personal representative) in order to administer your 'Individual Rights' under this Notice.

- **To The Secretary of the Department of Health and Human Services (HHS):** We will disclose your PHI to HHS, if necessary, to ensure that your privacy rights are protected.
- **As Required by Law:** We will disclose your PHI when required by law to do so.

How we may use and disclose your PHI without your written authorization:

We may use and disclose your PHI without your written authorization in a number of different ways in connection with your treatment, the payment for your health care, and our health care operations. When using or disclosing your PHI, or requesting your PHI from another entity, we will make reasonable efforts to limit such use, disclosure or request, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request. The following are only a few examples of the types of uses and disclosures of your PHI that we may make without your written authorization.

- **For Treatment**: We may use and disclose your PHI as necessary to aid in your treatment or the coordination of your care. For example, we may disclose your PHI to doctors, dentists, hospitals, or other health care providers in order for them to provide treatment to you.
- **For Payment**: We may use and disclose your PHI to administer your health benefits policy or contract. For example, we may use and disclose your PHI to pay claims for services provided to you by doctors, dentists or hospitals. We may disclose your PHI to a health care provider or another health plan so that the provider or plan may obtain payment of a claim or engage in other payment activities.
- **To Family, Friends, and Others for Treatment or Payment**: Our disclosure of your PHI for the treatment and payment purposes described above may include disclosures to others who are involved in your care or the administration of your health benefits policy or contract. For example, we may disclose your PHI to your family members, friends or caregivers if you direct us to do so or if we exercise professional judgment and determine that they are involved in either your care or the administration of your health benefits policy. We may send an explanation of benefits to the policyholder, which may include claims paid and other information. We may determine that persons are involved in your care or the administration of your health benefits policy if you either agree or fail to object to a disclosure of your PHI to such persons when given an opportunity. In an emergency or in situations where you are incapacitated or not otherwise present, we may disclose your PHI to your family members, friends, caregivers or others, when the circumstances indicate that such disclosure is authorized by you and is in your best interests. In these situations we will only disclose your PHI that is relevant to such other person's involvement in your care or the administration of your health benefits policy.
- **For Health Care Operations**: We may use and disclose your PHI to support other business activities. For example, we may use or disclose your PHI to conduct quality assessment and improvement activities, to conduct fraud and abuse investigations, to engage in care coordination or case management, or to communicate with you about health related benefits, products or services or treatment alternatives that may be of interest to you. We may also disclose your PHI to another entity subject to federal privacy laws, as long as the entity has or had a relationship with you and the PHI is disclosed only for certain health care operations of that provider, plan, or other

entity. We may use and disclose your PHI as needed to conduct or arrange for legal services, auditing, or other functions. We may also use and disclose your PHI to perform underwriting activities, however, we are prohibited from using or disclosing your genetic information for underwriting purposes.

- **To Business Associates for Treatment, Payment or Health Care Operations:** Our use of your PHI for treatment, payment or health care operations described above (or for other uses or disclosures described in this Notice) may involve our disclosure of your PHI to certain other individuals or entities with which we have contracted to perform or provide certain services on our behalf (Business Associates). We may allow our Business Associates to create, receive, maintain, or transmit your PHI on our behalf in order for the Business Associate to provide services to us, or for the proper management and administration of the Business Associate or to fulfill the Business Associate's legal responsibilities. These Business Associates include lawyers, accountants, consultants, claims clearinghouses, and other third parties. Our Business Associates may re-disclose your PHI to subcontractors in order for these subcontractors to provide services to the Business Associates. These subcontractors will be subject to the same restrictions and conditions that apply to the Business Associates. Whenever such arrangement with a Business Associate involves the use or disclosure of your PHI, we will have a written contract with our Business Associate that contains terms designed to protect the privacy of your PHI.
- **For Public Health and Safety:** We may use or disclose your PHI to the extent necessary to avert a serious and imminent threat to the health or safety of you or others. We may also disclose your PHI for public health and government health care oversight activities and to report suspected abuse, neglect or domestic violence to government authorities.
- **As Permitted by Law:** We may use or disclose your PHI when we are permitted to do so by law.
- **For Process and Proceedings:** We may disclose your PHI in response to a court or administrative order, subpoena, discovery request, or other lawful process.
- **Criminal Activity or Law Enforcement:** We may disclose your PHI to a law enforcement official with regard to crime victims and criminal activities. We may disclose your PHI if we believe that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health and safety of a person or the public. We may also disclose your PHI if it is necessary for law enforcement authorities to identify or apprehend an individual.
- **Special Government Functions:** When the appropriate conditions apply, we may use or disclose PHI of individuals who are Armed Forces personnel (i) for activities deemed necessary by appropriate military command authorities; (ii) for the purpose of determination by the Department of Veterans Affairs of your eligibility for benefits, or (iii) to foreign military authorities if you are a member of that foreign military service. We may also disclose your PHI to authorized federal officials for conducting national security and intelligence activities, including the provision of protective services to the President or others legally authorized to receive such governmental protection.
- **Inmates:** We may use or disclose your PHI if you are an inmate of a correctional facility and your physician created or received your PHI in the course of providing care to you.

- **To Plan Sponsors, if applicable (including employers who act as Plan Sponsors):** We may disclose enrollment and disenrollment information to the plan sponsor of your group health plan. We may also disclose certain PHI to the plan sponsor to perform plan administration functions. We may disclose summary health information to the plan sponsor so that the plan sponsor may either obtain premium bids or decide whether to amend, modify or terminate your group health plan. Please see your plan documents, where applicable, for a full explanation of the limited uses and disclosures that the plan sponsor may make of your PHI in providing plan administration functions for your group health plan.
- **For Coroners, Funeral Directors, and Organ Donation:** We may disclose your PHI to a coroner or medical examiner for identification purposes, determining cause of death or for the coroner or medical examiner to perform other duties authorized by law. We may also disclose PHI to a funeral director, as authorized by law, in order to permit the funeral director to carry out his or her duties. We may disclose such information in reasonable anticipation of death. PHI may be used and disclosed for cadaveric organ, eye, or tissue donation purposes.
- **Research:** We may disclose your PHI to researchers when their research has been approved by an institutional review board that has reviewed the research purposes and established protocols to ensure the privacy of your PHI, or as otherwise permitted by federal privacy law.
- **Fundraising:** We may use your PHI to contact you in order to raise funds for our benefit. You have the right to opt out of receiving such communications.
- **Limited data sets and de-identified information:** We may use or disclose your PHI to create a limited data set or de-identified information, and use and disclose such information as permitted by law.
- **For Workers' Compensation:** We may disclose your PHI as permitted by workers' compensation and similar laws.

Uses and disclosures of PHI permitted only after authorization is received:
We will obtain your written authorization, as described below, for: (i) uses and disclosures of your PHI for marketing purposes, including subsidized treatment communications (except for certain activities otherwise permitted by federal privacy law, such as face-to-face communications or promotional gifts of nominal value); (ii) disclosures of your PHI that constitute a sale of PHI under federal privacy law and that requires your authorization; and (iii) other uses and disclosures of your PHI not described in this Notice. There are also other federal and state laws that may further restrict our disclosure of certain PHI (to the extent we maintain such information) that is deemed highly confidential. Our intent is to meet the requirements of these more stringent privacy laws and we will only disclose this type of specially protected PHI with your prior written authorization except when our disclosure of this information is permitted or required by law.

Authorization: You may give us written authorization to use your PHI or disclose it to anyone for any purpose not otherwise permitted or required by law. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect. In the event that you are incapacitated or are otherwise unable to respond to our

request for an authorization, (for example, if you are or become legally incompetent), we may accept an authorization from any person who is legally authorized to give such authorization on your behalf.

Individual Rights:
To exercise any of these rights, please call the customer service number on your ID card.

- **Access**: With limited exceptions, you have the right to inspect, or obtain copies of, your PHI. We may charge you a reasonable fee as permitted by law. We will provide you a copy of your PHI in the form and format requested, if it is readily producible in such form or format or, if not, in a readable hard copy form or such format as agreed to by you and us. Where your PHI is contained in one or more designated record sets electronically, you have the right to obtain a copy of such information in the electronic form and format requested, if it is readily producible in such form and format; or if not, in a readable electronic form and format as agreed to by us and you.
- **Amendment**: With limited exceptions, you have the right to request that we amend your PHI.
- **Disclosure Accounting:** You have the right to request and receive a list of certain disclosures made of your PHI. If you request this list more than once in a 12-month period, we may charge you a reasonable fee as permitted by law to respond to any additional request.
- **Use/Disclosure Restriction:** You have the right to request that we restrict our use or disclosure of your PHI for certain purposes. We are required to agree to a request to restrict the disclosure of your PHI to a health plan if you submit the request to us and: (i) the disclosure is for purposes of carrying out payment or health care operations and is not otherwise required by law; and (ii) the PHI pertains solely to a health care item or service for which you, or a person on your behalf other than the health plan, has paid the covered entity out-of-pocket in full. We may not be required to agree to all other restriction requests and, in certain cases, we may deny your request. We will agree to restrict the use or disclosure of your PHI provided the law allows and we determine the restriction does not impact our ability to administer your benefits. Even when we agree to a restriction request, we may still disclose your PHI in a medical emergency and use or disclose your PHI for public health and safety and other similar public benefit purposes permitted or required by law.
- **Confidential Communication:** You have the right to request that we communicate with you in confidence about your PHI at an alternative address. When you call the customer service number on your ID card to request confidential communications at an alternative address, please ask for a "PHI address."

Note: If you choose to have confidential communications sent to you at a PHI address, we will only respond to inquiries from you. If you receive services from any health care providers, you are responsible for notifying those providers directly if you would like a PHI address from them.

- **Privacy Notice:** You have the right to request and receive a copy of this Notice at any time. For more information or if you have questions about this Notice, please contact us using the information listed at the end of this Notice.
- **Breach**: You have the right to receive, and we are required to provide, written notification of a breach where your unsecured PHI has been accessed, used, acquired, or disclosed to an

unauthorized person as a result of such breach, and which compromises the security or privacy of your PHI. Unless specified in writing by you to receive the notification by electronic mail, we will provide such written notification by first class mail or, if necessary, by such other substituted forms of communication permitted under the law.

- **Paper Copy:** You have the right to receive a paper copy of this Notice, upon request, even if you have previously agreed to receive the Notice electronically.

Complaints
If you are concerned that we may have violated your privacy rights, you may complain to us using the contact information listed at the end of this Notice. You may also submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address for the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your PHI. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

Contact: **Business Ethics, Integrity & Compliance**
Florida Blue
PO Box 44283
Jacksonville, FL 32203-4283
1-888-574-4283

Si usted desea una copia de esta notificación en español, por favor comuníquese con un representante de servicio al cliente utilizando el número telefónico indicado en su tarjeta deasegurado.

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

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

If you want any of the following kinds of information, please call Member Services:

- **Information about our plan.** This includes, for example, information about the plan's financial condition.
- **Information about our network providers and pharmacies.** 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. Chapters 5 and 6 provide information about Part D prescription drug coverage.

- **Information about why something is not covered and what you can do about it.** Chapter 9 provides information on asking for a written explanation on why a medical service or Part D drug is not covered or if your coverage is restricted. Chapter 9 also provides information on asking us to change a decision, also called an appeal.

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

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

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

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

- **To know about all of your choices.** You have the right to be told about all of the treatment options that are recommended for your condition, no matter what they cost or whether they are covered by our plan. It also includes being told about programs our plan offers to help members manage their medications and use drugs safely.
- **To know about the risks.** You have the right to be told about any risks involved in your care. You must be told in advance if any proposed medical care or treatment is part of a research experiment. You always have the choice to refuse any experimental treatments.
- **The right to say "no."** You have the right to refuse any recommended treatment. This includes the right to leave a hospital or other medical facility, even if your doctor advises you not to leave. You also have the right to stop taking your medication. Of course, if you refuse treatment or stop taking medication, you accept full responsibility for what happens to your body as a result.

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

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

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

The legal documents that you can use to give your directions in advance in these situations are called "**advance directives**." There are different types of advance directives and different names for them. Documents called "**living will**" and "**power of attorney for health care**" are examples of advance directives.

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

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

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

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

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

What if your instructions are not followed?

If you have signed an advance directive, and you believe that a doctor or hospital did not follow the instructions in it, you may file a complaint with the Florida Agency for Health Care Administration, Division of Health Quality Assurance, 2727 Mahan Drive, Tallahassee, FL 32308.

If you have questions about any of these topics or would like to request materials, please contact our Member Services number at 1-800-926-6565 for additional information. (TTY users should call 1-800-955-8770).

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

If you have any problems, concerns, or complaints and need to request coverage, or make an appeal, Chapter 9 of this document tells what you can do. Whatever you do – ask for a coverage decision, make an appeal, or make a complaint – **we are required to treat you fairly.**

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

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

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

Is it about something else?

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

- You can **call Member Services**.
- You can **call the SHIP**. For details, go to Chapter 2, Section 3.
- Or, **you can call Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).
- You can **call the Agency for Health Care Administration (Florida's Medicaid program)**. For details about this organization and how to contact it, go to Chapter 2, Section 6.
- You can **call the Managed Care Ombudsman Committee Program (Florida**). For details about this organization and how to contact it, go to Chapter 2, Section 6.

Section 1.8 How to get more information about your rights

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

- You can **call Member Services**.
- You can **call the SHIP**. For details, go to Chapter 2, Section 3.

- You can contact **Medicare**.
    - You can visit the Medicare website to read or download the publication "Medicare Rights & Protections." (The publication is available at: www.medicare.gov/Pubs/pdf/11534-Medicare-Rights-and-Protections.pdf.)
    - Or, you can call 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week (TTY 1-877-486-2048).

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

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

- **Get familiar with your covered services and the rules you must follow to get these covered services.** Use this Evidence of Coverage to learn what is covered for you and the rules you need to follow to get your covered services.
    - Chapters 3 and 4 give the details about your medical services.
    - Chapters 5 and 6 give the details about your Part D prescription drug coverage.
- **If you have any other health insurance coverage or prescription drug coverage in addition to our plan, you are required to tell us.** Chapter 1 tells you about coordinating these benefits.
- **Tell your doctor and other health care providers that you are enrolled in our plan.** Show your plan membership card and your Medicaid card whenever you get your medical care or Part D prescription drugs.
- **Help your doctors and other providers help you by giving them information, asking questions, and following through on your care.**
    - To help get the best care, tell your doctors and other health providers about your health problems. Follow the treatment plans and instructions that you and your doctors agree upon.
    - Make sure your doctors know all of the drugs you are taking, including over-the-counter drugs, vitamins, and supplements.
    - If you have any questions, be sure to ask and get an answer you can understand.
- **Be considerate.** We expect all our members to respect the rights of other patients. We also expect you to act in a way that helps the smooth running of your doctor's office, hospitals, and other offices.

- **Pay what you owe.** As a plan member, you are responsible for these payments:
    - You must pay your plan premiums.
    - You must continue to pay your Medicare premiums to remain a member of the plan.
    - For most of your drugs covered by the plan, you must pay your share of the cost when you get the drug.
    - If you are required to pay the extra amount for Part D because of your higher income (as reported on your last tax return), you must continue to pay the extra amount directly to the government to remain a member of the plan.
- **If you move *within* our service area, we need to know** so we can keep your membership record up to date and know how to contact you.
- **If you move *outside* of our plan service area, you cannot remain a member of our plan.**
- If you move, it is also important to tell Social Security (or the Railroad Retirement Board).

CHAPTER 9:

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

SECTION 1 Introduction

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

This chapter explains the processes for handling problems and concerns. The process you use to handle your problem depends on two things:

1. Whether your problem is about benefits covered by **Medicare** or **Medicaid**. If you would like help deciding whether to use the Medicare process or the Medicaid process, or both, please contact Member Services.

2. The type of problem you are having:

    - 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.

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

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

Section 1.2 What about the legal terms?

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

- Uses simpler words in place of certain legal terms. For example, this chapter generally says "making a complaint" rather than "filing a grievance," "coverage decision" rather than "organization determination" or "coverage determination" or "at-risk determination," and "independent review organization" instead of "Independent Review Entity."

- It also uses abbreviations as little as possible.

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

SECTION 2 Where to get more information and personalized assistance

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

State Health Insurance Assistance Program (SHIP).

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

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

Medicare

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

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

You can get help and information from Medicaid

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

- You can call the Florida Agency for Health Care Administration at 1-888-419-3456. TTY users should call 1-800-955-8771; hours of operation are Monday-Friday, 8:00 a.m. to 5:00 p.m. Eastern Time.
- You can visit the Medicaid website (**ahca.myflorida.com/Medicaid/**).

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

Because you have Medicare and get assistance from Medicaid, you have different processes that you can use to handle your problem or complaint. Which process you use depends on whether the problem is about Medicare benefits or Medicaid benefits. If your problem is about a benefit covered by Medicare, then you should use the Medicare process. If your problem is about a benefit covered by Medicaid, then

you should use the Medicaid process. If you would like help deciding whether to use the Medicare process or the Medicaid process, please contact Member Services.

The Medicare process and Medicaid process are described in different parts of this chapter. To find out which part you should read, use the chart below.

Is your problem about Medicare benefits or Medicaid benefits?

If you would like help deciding whether your problem is about Medicare benefits or Medicaid benefits, please contact Member Services.

My problem is about **Medicare** benefits.

Go to the next section of this chapter, **Section 4, "Handling problems about your Medicare benefits."**

My problem is about **Medicaid** coverage.

Skip ahead to **Section 12** of this chapter, **"Handling problems about your Medicaid benefits."**

PROBLEMS ABOUT YOUR MEDICARE BENEFITS

SECTION 4 Handling problems about your Medicare benefits

Section 4.1 Should you use the process for coverage decisions and appeals? Or should you use the process for making complaints?

If you have a problem or concern, you only need to read the parts of this chapter that apply to your situation. The chart below will help you find the right section of this chapter for problems or complaints about **benefits covered by Medicare.**

To figure out which part of this chapter will help with your problem or concern about your **Medicare** benefits, use this chart:

Is your problem or concern about your benefits or coverage?

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

Yes.

Go on to the next section of this chapter, **Section 5, "A guide to the basics of coverage decisions and appeals."**

No.

Skip ahead to **Section 11** at the end of this chapter: **"How to make a complaint about quality of care, waiting times, customer service, or other concerns."**

SECTION 5 A guide to the basics of coverage decisions and appeals

Section 5.1 Asking for coverage decisions and making appeals: the big picture

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

Asking for coverage decisions prior to receiving services

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your medical services or drugs. We are making a coverage decision whenever we decide what is covered for you and how much we pay. For example, your plan network doctor makes a (favorable) coverage decision for you whenever you receive medical care from him or her or if your network doctor refers you to a medical specialist. You or your doctor can also contact us and ask for a coverage decision if your doctor is unsure whether we will cover a particular medical service or refuses to provide medical care you think that you need. In other words, if you want to know if we will cover a medical service before you receive it, you can ask us to make a coverage decision for you. In limited circumstances a request for a coverage decision will be dismissed, which means we won't review the request. Examples of when a request will be dismissed include if the request is incomplete, if someone makes the request on your behalf but isn't legally authorized to do so or if you ask for your request to be withdrawn. If we dismiss a request for a coverage decision, we will send a notice explaining why the request was dismissed and how to ask for a review of the dismissal.

In some cases, we might decide a service or drug is not covered or is no longer covered by Medicare for you. If you disagree with this coverage decision, you can make an appeal.

Making an appeal

If we make a coverage decision and you are not satisfied, you can "appeal" the decision. An appeal is a formal way of asking us to review and change a coverage decision we have made. Under certain circumstances, which we discuss later, you can request an expedited or "fast appeal" of a coverage decision. Your appeal is handled by different reviewers than those who made the original decision.

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

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

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

- You do not need to do anything to start a Level 2 appeal. Medicare rules require we automatically send your appeal to Level 2 if we do not fully agree with your Level 1 appeal.
- See **Section 6.4** of this chapter for more information about Level 2 appeals.

If you are not satisfied with the decision at the Level 2 appeal, you may be able to continue through additional levels of appeal (Section 10 in this chapter explains the Level 3, 4, and 5 appeals processes).

Section 5.2 How to get help when you are asking for a coverage decision or making an appeal

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

- You **can call us at Member Services**.
- You **can get free help from** your State Health Insurance Assistance Program.
- **Your doctor can make a request for you.** If your doctor helps with an appeal past Level 2, they will need to be appointed as your representative. Please call Member Services and ask for the "Appointment of Representative" form. (The form is also available on Medicare's website at www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf or on our website at **www.floridablue.com/medicare**.)

- For medical care, your doctor can request a coverage decision or a Level 1 appeal on your behalf. If your appeal is denied at Level 1, it will be automatically forwarded to Level 2.
- For Part D prescription drugs, your doctor or other prescriber can request a coverage decision or a Level 1 appeal on your behalf. If your Level 1 appeal is denied your doctor or prescriber can request a Level 2 appeal.

- **You can ask someone to act on your behalf.** If you want to, you can name another person to act for you as your "representative" to ask for a coverage decision or make an appeal.
  - If you want a friend, relative, or other person to be your representative, call Member Services and ask for the "Appointment of Representative" form. (The form is also available on Medicare's website at www.cms.gov/Medicare/CMS-Forms/CMS-Forms/downloads/cms1696.pdf or on our website at **www.floridablue.com/medicare**.) The form gives that person permission to act on your behalf. It must be signed by you and by the person who you would like to act on your behalf. You must give us a copy of the signed form.
  - While we can accept an appeal request without the form, we cannot begin or complete our review until we receive it. If we do not receive the form within 44 calendar days after receiving your appeal request (our deadline for making a decision on your appeal), your appeal request will be dismissed. If this happens, we will send you a written notice explaining your right to ask the independent review organization to review our decision to dismiss your appeal.
- **You also have the right to hire a lawyer.** You may contact your own lawyer, or get the name of a lawyer from your local bar association or other referral service. There are also groups that will give you free legal services if you qualify. However, **you are not required to hire a lawyer** to ask for any kind of coverage decision or appeal a decision.

Section 5.3 Which section of this chapter gives the details for your situation?

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

- **Section 6** of this chapter: "Your medical care: How to ask for a coverage decision or make an appeal"
- **Section 7** of this chapter: "Your Part D prescription drugs: How to ask for a coverage decision or make an appeal"
- **Section 8** of this chapter: "How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon"

- **Section 9** of this chapter: "How to ask us to keep covering certain medical services if you think your coverage is ending too soon" (*Applies only to these services*: home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services)

If you're not sure which section you should be using, please call Member Services. You can also get help or information from government organizations such as your State Health Insurance Assistance Program.

SECTION 6 Your medical care: How to ask for a coverage decision or make an appeal of a coverage decision

Section 6.1 This section tells what to do if you have problems getting coverage for medical care or if you want us to pay you back for your care

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

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

1. You are not getting certain medical care you want, and you believe that this care is covered by our plan. **Ask for a coverage decision. Section 6.2.**
2. Our plan will not approve the medical care your doctor or other medical provider wants to give you, and you believe that this care is covered by the plan. **Ask for a coverage decision. Section 6.2.**
3. You have received medical care that you believe should be covered by the plan, but we have said we will not pay for this care. **Make an appeal. Section 6.3.**
4. You have received and paid for medical care that you believe should be covered by the plan, and you want to ask our plan to reimburse you for this care. **Send us the bill. Section 6.5.**
5. You are being told that coverage for certain medical care you have been getting that we previously approved will be reduced or stopped, and you believe that reducing or stopping this care could harm your health. **Make an appeal. Section 6.3.**

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

Section 6.2 Step-by-step: How to ask for a coverage decision

Legal Terms
When a coverage decision involves your medical care, it is called an "**organization determination**." A "fast coverage decision" is called an "**expedited determination**."

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

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

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

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

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

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

For standard coverage decisions we use the standard deadlines.

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

- **However**, if you ask for more time, or if we need more information that may benefit you **we can take up to 14 more days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should *not* take extra days, you can file a "fast complaint". We will give you an answer to your complaint as soon as we make the decision. (The process for making a complaint is different from the process for coverage decisions and appeals. See Section 10 of this chapter for information on complaints.)

For fast coverage decisions we use an expedited timeframe.

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

- **However**, if you ask for more time, or if we need more that may benefit you **we can take up to 14 more days**. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
- If you believe we should not take extra days, you can file a "fast complaint". (See Section 10 of this chapter for information on complaints.) We will call you as soon as we make the decision.
- **If our answer is no to part or all of what you requested**, we will send you a written statement that explains why we said no.

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

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

Section 6.3 Step-by-step: How to make a Level 1 appeal

Legal Terms
An appeal to the plan about a medical care coverage decision is called a plan "**reconsideration**." A "fast appeal" is also called an "**expedited reconsideration**."

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

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

- If you are appealing a decision we made about coverage for care that you have not yet received, you and/or your doctor will need to decide if you need a "fast appeal." If your doctor tells us that your health requires a "fast appeal," we will give you a fast appeal.
- The requirements for getting a "fast appeal" are the same as those for getting a "fast coverage decision" in Section 6.2 of this chapter.

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

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

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

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

Deadlines for a "fast appeal"

- For fast appeals, we must give you our answer **within 72 hours after we receive your appeal.** We will give you our answer sooner if your health requires us to.
    - If you ask for more time, or if we need more information that may benefit you, we **can take up to 14 more calendar days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time if your request is for a Medicare Part B prescription drug.
    - If we do not give you an answer within 72 hours (or by the end of the extended time period if we took extra days), we are required to automatically send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 6.4 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested,** we must authorize or provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- **If our answer is no to part or all of what you requested,** we will send you our decision in writing and automatically forward your appeal to the independent review organization for a Level 2 appeal. The independent review organization will notify you in writing when it receives your appeal.

Deadlines for a "standard" appeal

- For standard appeals, we must give you our answer **within 30 calendar days** after we receive your appeal. If your request is for a Medicare Part B prescription drug you have not yet received, we will give you our answer **within 7 calendar days** after we receive your appeal. We will give you our decision sooner if your health condition requires us to.
    - However, if you ask for more time, or if we need more information that may benefit you, **we can take up to 14 more calendar days** if your request is for a medical item or service. If we take extra days, we will tell you in writing. We can't take extra time to make a decision if your request is for a Medicare Part B prescription drug.
    - If you believe we should *not* take extra days, you can file a "fast complaint". When you file a fast complaint, we will give you an answer to your complaint within 24 hours. (See Section 10 of this chapter for information on complaints.)
    - If we do not give you an answer by the deadline (or by the end of the extended time period), we will send your request to a Level 2 appeal where an independent review organization will review the appeal. Section 6.4 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested,** we must authorize or provide the coverage within 30 calendar days if your request is for a medical item or service, or **within 7 calendar days** if your request is for a Medicare Part B prescription drug.

If our plan says no to part or all of your appeal, we will automatically send your appeal to the independent review organization for a Level 2 appeal.

Section 6.4 Step-by-step: How a Level 2 Appeal is done

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

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

Step 1: The independent review organization reviews your appeal.

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

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

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

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

- For the "standard appeal" if your request is for a medical item or service, the review organization must give you an answer to your Level 2 appeal **within 30 calendar days** of when it receives your appeal.
- If your request is for a Medicare Part B prescription drug, the review organization must give you an answer to your Level 2 appeal **within 7 calendar days** of when it receives your appeal.

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

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

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

- **If the independent review organization says yes to part or all of a request for a medical item or service,** we must authorize the medical care coverage **within 72 hours** or provide the service within **14 calendar days** after we receive the independent review organization's decision for **standard requests** or provide the service **within 72 hours** from the date the plan receives the independent review organization's decision for **expedited requests**.
- **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 Medicare Part B prescription drug **within 72 hours** after we receive the independent review organization's decision for **standard requests** or **within 24 hours** from the date we receive the independent review organization's decision for **expedited requests**.
- **If this organization says no to part or all of your appeal**, it means they agree with our plan that your request (or part of your request) for coverage for medical care should not be approved. (This is called "upholding the decision" or "turning down your appeal.") In this case, the independent review organization will send you a letter:
    - Explaining its decision.
    - Notifying you of the right to a Level 3 appeal if the dollar value of the medical care coverage you are requesting meets a certain minimum. The written notice you get from the independent review organization will tell you the dollar amount you must meet to continue the appeals process.
    - Telling you how to file a Level 3 appeal.

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If you want to go to a Level 3 appeal the details on how to do this are in the written notice you get after your Level 2 appeal.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 10 in this chapter explains the Levels 3, 4, and 5 appeals processes.

Section 6.5 What if you are asking us to pay you back for a bill you have received for medical care?

If you have already paid for a Medicaid service or item covered by the plan, you can ask our plan to pay you back (paying you back is often called "reimbursing" you). It is your right to be paid back by our plan whenever you've paid more than your share of the cost for medical services or drugs that are covered by our plan. When you send us a bill you have already paid, we will look at the bill and decide whether the services or drugs should be covered. If we decide they should be covered, we will pay you back for the services or drugs.

Asking for reimbursement is asking for a coverage decision from us

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

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

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

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

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

SECTION 7 Your Part D prescription drugs: How to ask for a coverage decision or make an appeal

Section 7.1 This section tells you what to do if you have problems getting a Part D drug or you want us to pay you back for a Part D drug

Your benefits include coverage for many prescription drugs. To be covered, the drug must be used for a medically accepted indication. (See Chapter 5 for more information about a medically accepted indication.) For details about Part D drugs, rules, restrictions, and costs please see Chapters 5 and 6. **This section is about your Part D drugs only.** To keep things simple, we generally say "drug" in the rest of this section, instead of repeating "covered outpatient prescription drug" or "Part D drug" every time. We also use the term "drug list" instead of "List of Covered Drugs" or "Formulary."

- If you do not know if a drug is covered or if you meet the rules, you can ask us. Some drugs require that you get approval from us before we will cover it.
- If your pharmacy tells you that your prescription cannot be filled as written, the pharmacy will give you a written notice explaining how to contact us to ask for a coverage decision.

Part D coverage decisions and appeals

Legal Term
An initial coverage decision about your Part D drugs is called a "**coverage determination.**"

A coverage decision is a decision we make about your benefits and coverage or about the amount we will pay for your drugs. This section tells what you can do if you are in any of the following situations:

- Asking to cover a Part D drug that is not on the plan's *List of Covered Drugs*. **Ask for an exception. Section 7.2**
- Asking to waive a restriction on the plan's coverage for a drug (such as limits on the amount of the drug you can get) **Ask for an exception. Section 7.2**
- Asking to pay a lower cost-sharing amount for a covered drug on a higher cost-sharing tier. **Ask for an exception. Section 7.2**
- Asking to get pre-approval for a drug. **Ask for a coverage decision. Section 7.4**
- Pay for a prescription drug you already bought. **Ask us to pay you back. Section 7.4**

If you disagree with a coverage decision we have made, you can appeal our decision.

This section tells you both how to ask for coverage decisions and how to request an appeal.

Section 7.2 What is an exception?

Legal Terms
Asking for coverage of a drug that is not on the Drug List is sometimes called asking for a "**formulary exception.**" Asking for removal of a restriction on coverage for a drug is sometimes called asking for a "**formulary exception.**" Asking to pay a lower price for a covered non-preferred drug is sometimes called asking for a "**tiering exception.**"

If a drug is not covered in the way you would like it to be covered, you can ask us to make an "exception." An exception is a type of coverage decision.

For us to consider your exception request, your doctor or other prescriber will need to explain the medical reasons why you need the exception approved. Here are three examples of exceptions that you or your doctor or other prescriber can ask us to make:

1. **Covering a Part D drug for you that is not on our Drug List.** If we agree to cover a drug not on the Drug List, you will need to pay the cost-sharing amount that applies to Tier 4 - (Non-Preferred Drug). You cannot ask for an exception to the cost-sharing amount we require you to pay for the drug.

2. **Removing a restriction for a covered drug.** Chapter 5 describes the extra rules or restrictions that apply to certain drugs on our Drug List. If we agree to make an exception and waive a restriction for you, you can ask for an exception to the copayment or coinsurance amount we require you to pay for the drug.

3. **Changing coverage of a drug to a lower cost-sharing tier.** Every drug on our Drug List is in one of five cost-sharing tiers. In general, the lower the cost-sharing tier number, the less you will pay as your share of the cost of the drug.

    - If our drug list contains alternative drug(s) for treating your medical condition that are in a lower cost-sharing tier than your drug, you can ask us to cover your drug at the cost-sharing amount that applies to the alternative drug(s).

    - You cannot ask us to change the cost-sharing tier for any drug in Tier 5 - (Specialty Tier).

    - If we approve your tiering exception request and there is more than one lower cost-sharing tier with alternative drugs you can't take, you will usually pay the lowest amount.

Section 7.3 Important things to know about asking for exceptions

Your doctor must tell us the medical reasons

Your doctor or other prescriber must give us a statement that explains the medical reasons for requesting an exception. For a faster decision, include this medical information from your doctor or other prescriber when you ask for the exception.

Typically, our Drug List includes more than one drug for treating a particular condition. These different possibilities are called "alternative" drugs. If an alternative drug would be just as effective as the drug you are requesting and would not cause more side effects or other health problems, we will generally *not* approve your request for an exception. If you ask us for a tiering exception, we will generally *not* approve your request for an exception unless all the alternative drugs in the lower cost-sharing tier(s) won't work as well for you or are likely to cause an adverse reaction or other harm.

We can say yes or no to your request

- If we approve your request for an exception, our approval usually is valid until the end of the plan year. This is true as long as your doctor continues to prescribe the drug for you and that drug continues to be safe and effective for treating your condition.
- If we say no to your request, you can ask for another review of our decision by making an appeal.

Section 7.4 Step-by-step: How to ask for a coverage decision, including an exception

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

<u>Step 1:</u> Decide if you need a "standard coverage decision" or a "fast coverage decision."

"Standard coverage decisions" are made within **72 hours** after we receive your doctor's statement. "**Fast coverage decisions**" are made within **24 hours** after we receive your doctor's statement.

If your health requires it, ask us to give you a "fast coverage decision." **To get a fast coverage decision, you must meet two requirements:**

- You must be asking for a *drug you have not yet received*. (You cannot ask for fast coverage decision to be paid back for a drug you have already bought.)
- Using the standard deadlines could *cause serious harm to your health or hurt your ability to function.*

- **If your doctor or other prescriber tells us that your health requires a "fast coverage decision," we will automatically give you a fast coverage decision.**
- **If you ask for a fast coverage decision on your own, without your doctor or prescriber's support, we will decide whether your health requires that we give you a fast coverage decision.** If we do not approve a fast coverage decision, we will send you a letter that:
    - Explains that we will use the standard deadlines.
    - Explains if your doctor or other prescriber asks for the fast coverage decision, we will automatically give you a fast coverage decision.
    - Tells you how you can file a "fast complaint" about our decision to give you a standard coverage decision instead of the fast coverage decision you requested. We will answer your complaint within 24 hours of receipt.

Step 2: Request a "standard coverage decision" or a "fast coverage decision."

Start by calling, writing, or faxing our plan to make your request for us to authorize or provide coverage for the medical care you want. You can also access the coverage decision process through our website. We must accept any written request, including a request submitted on the CMS Model Coverage Determination Request Form, which is available on our website. Chapter 2 has contact information. To assist us in processing your request, please be sure to include your name, contact information, and information identifying which denied claim is being appealed.

You, your doctor, (or other prescriber) or your representative can do this. You can also have a lawyer act on your behalf. Section 4 of this chapter tells how you can give written permission to someone else to act as your representative.

- **If you are requesting an exception, provide the "supporting statement,"** which is the medical reasons for the exception. Your doctor or other prescriber can fax or mail the statement to us. Or your doctor or other prescriber can tell us on the phone and follow up by faxing or mailing a written statement if necessary.

Step 3: We consider your request and give you our answer.

Deadlines for a "fast coverage decision"

- We must generally give you our answer **within 24 hours** after we receive your request.
    - For exceptions, we will give you our answer within 24 hours after we receive your doctor's supporting statement. We will give you our answer sooner if your health requires us to.
    - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.

- **If our answer is yes to part or all of what you requested,** we must provide the coverage we have agreed to provide within 24 hours after we receive your request or doctor's statement supporting your request.

- **If our answer is no to part or all of what you requested,** we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

Deadlines for a "standard" coverage decision about a drug you have not yet received

- We must generally give you our answer **within 72 hours** after we receive your request.
    - For exceptions, we will give you our answer within 72 hours after we receive your doctor's supporting statement. We will give you our answer sooner if your health requires us to.
    - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.

- **If our answer is yes to part or all of what you requested,** we must **provide the coverage** we have agreed to provide **within 72 hours** after we receive your request or doctor's statement supporting your request.

- **If our answer is no to part or all of what you requested,** we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

Deadlines for a "standard" coverage decision about payment for a drug you have already bought

- We must give you our answer **within 14 calendar days** after we receive your request.

    - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.

- **If our answer is yes to part or all of what you requested,** we are also required to make payment to you within 14 calendar days after we receive your request.

- **If our answer is no to part or all of what you requested,** we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

<u>Step 4:</u> If we say no to your coverage request, you can make an appeal.

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

Section 7.5 Step-by-step: How to make a Level 1 appeal

Legal Terms
An appeal to the plan about a Part D drug coverage decision is called a plan "**redetermination**." A "fast appeal" is also called an "**expedited redetermination**."

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

A "standard appeal" is usually made within 7 days. A "fast appeal" is generally made within 72 hours. If your health requires it, ask for a "fast appeal"

- If you are appealing a decision we made about a drug you have not yet received, you and your doctor or other prescriber will need to decide if you need a "fast appeal."
- The requirements for getting a "fast appeal" are the same as those for getting a "fast coverage decision" in Section 6.4 of this chapter.

Step 2: You, your representative, doctor or other prescriber must contact us and make your Level 1 appeal. If your health requires a quick response, you must ask for a "fast appeal."

- **For standard appeals, submit a written request or call us.** Chapter 2 has contact information.
- **For fast appeals either submit your appeal in writing or call us at** 1-800-926-6565 (TTY users should call 1-800-955-8770). Chapter 2 has contact information.
- **We must accept any written request,** including a request submitted on the CMS Model Coverage Determination Request Form, which is available on our website. Please be sure to include your name, contact information, and information regarding your claim to assist us in processing your request.
- Log-in to your **www.floridablue.com/medicare** account by clicking on the black "Log in" box at the top right of the screen. Or if you want to print, mail or fax forms: **floridablue.com/medicare/appeals-grievances**
- **You must make your appeal request within 60 calendar days** from the date on the written notice we sent to tell you our answer on the coverage decision. If you miss this deadline and have a good reason for missing it, explain the reason your appeal is late when you make your appeal. We may give you more time to make your appeal. Examples of good cause may include a serious illness that prevented you from contacting us or if we provided you with incorrect or incomplete information about the deadline for requesting an appeal.

- **You can ask for a copy of the information in your appeal and add more information.** 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 we are reviewing your appeal, we take another careful look at all of the information about your coverage request. We check to see if we were following all the rules when we said no to your request. We may contact you or your doctor or other prescriber to get more information.

Deadlines for a "fast appeal"

- For fast appeals, we must give you our answer **within 72 hours after we receive your appeal.** We will give you our answer sooner if your health requires us to.
    - If we do not give you an answer within 72 hours, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 6.6 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested,** we must provide the coverage we have agreed to provide within 72 hours after we receive your appeal.
- **If our answer is no to part or all of what you requested,** we will send you a written statement that explains why we said no and how you can appeal our decision.

Deadlines for a "standard" appeal for a drug you have not yet received

- For standard appeals, we must give you our answer **within 7 calendar days** after we receive your appeal. We will give you our decision sooner if you have not received the drug yet and your health condition requires us to do so.
    - If we do not give you a decision within 7 calendar days, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization. Section 6.6 explains the Level 2 appeal process.
- **If our answer is yes to part or all of what you requested,** we must provide the coverage as quickly as your health requires, but no later than **7 calendar days** after we receive your appeal. **If our answer is no to part or all of what you requested,** we will send you a written statement that explains why we said no and how you can appeal our decision.

Deadlines for a "standard appeal" about payment for a drug you have already bought

- We must give you our answer **within 14 calendar days** after we receive your request.
    - If we do not meet this deadline, we are required to send your request on to Level 2 of the appeals process, where it will be reviewed by an independent review organization.

- **If our answer is yes to part or all of what you requested,** we are also required to make payment to you within 30 calendar days after we receive your request.
- **If our answer is no to part or all of what you requested,** we will send you a written statement that explains why we said no. We will also tell you how you can appeal.

Step 4: If we say no to your appeal, you decide if you want to continue with the appeals process and make *another* appeal.

- If you decide to make another appeal, it means your appeal is going on to Level 2 of the appeals process.

Section 7.6 Step-by-step: How to make a Level 2 appeal

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

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

Step 1: You (or your representative or your doctor or other prescriber) must contact the independent review organization and ask for a review of your case.

- If we say no to your Level 1 appeal, the written notice we send you will include **instructions on how to make a Level 2 appeal** with the independent review organization. These instructions will tell who can make this Level 2 appeal, what deadlines you must follow, and how to reach the review organization. If, however, we did not complete our review within the applicable timeframe, or make an unfavorable decision regarding "at-risk" determination under our drug management program, we will automatically forward your claim to the IRE.
- We will send the information about your appeal to 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.

Step 2: The independent review organization reviews your appeal.

Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.

Deadlines for "fast" appeal

- If your health requires it, ask the independent review organization for a "fast appeal."
- If the organization agrees to give you a "fast appeal," the organization must give you an answer to your Level 2 appeal **within 72 hours** after it receives your appeal request.

Deadlines for "standard" appeal

- For standard appeals, the review organization must give you an answer to your Level 2 appeal **within 7 calendar days** after it receives your appeal if it is for a drug you have not yet received. If you are requesting that we pay you back for a drug you have already bought, the review organization must give you an answer to your Level 2 appeal **within 14 calendar days** after it receives your request.

Step 3: The independent review organization gives you their answer.

For "fast appeals":

- **If the independent review organization says yes to part or all of what you requested,** we must provide the drug coverage that was approved by the review organization **within 24 hours** after we receive the decision from the review organization.

For "standard appeals":

- **If the independent review organization says yes to part or all of your request for coverage,** we must **provide the drug coverage** that was approved by the review organization **within 72 hours** after we receive the decision from the review organization.
- **If the independent review organization says yes to part or all of your request to pay you back** for a drug you already bought, we are required to **send payment to you within 30 calendar days** after we receive the decision from the review organization.

What if the review organization says no to your appeal?

If this organization says no to part or all of your appeal, it means they agree with our decision not to approve your request (or part of your request). (This is called "upholding the decision." It is also called "turning down your appeal."). In this case, the independent review organization will send you a letter:

- Explaining its decision.
- Notifying you of the right to a Level 3 appeal if the dollar value of the drug coverage you are requesting meets a certain minimum. If the dollar value of the drug coverage you are requesting is too low, you cannot make another appeal and the decision at Level 2 is final.

- Telling you the dollar value that must be in dispute to continue with the appeals process.

Step 4: If your case meets the requirements, you choose whether you want to take your appeal further.

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal).
- If you want to go on to 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 10 of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 8 How to ask us to cover a longer inpatient hospital stay if you think the doctor is discharging you too soon

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

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

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

Section 8.1 During your inpatient hospital stay, you will get a written notice from Medicare that tells about your rights

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

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

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

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

- You or someone who is acting on your behalf will be asked to sign the notice.
- Signing the notice shows *only* that you have received the information about your rights. The notice does not give your discharge date. Signing the notice **does *not* mean** you are agreeing on a discharge date.

3. Keep your copy of the notice handy so you will have the information about making an appeal (or reporting a concern about quality of care) if you need it.

- If you sign the notice more than two days before your discharge date, you will get another copy before you are scheduled to be discharged.
- To look at a copy of this notice in advance, you can call Member Services or 1-800 MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048. You can also see the notice online at www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeappealNotices.

Section 8.2 Step-by-step: How to make a Level 1 appeal to change your hospital discharge date

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

- **Follow the process.**
- **Meet the deadlines.**

- **Ask for help if you need it.** If you have questions or need help at any time, please call Member Services. Or call your State Health Insurance Assistance Program, a government organization that provides personalized assistance.

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

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

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

How can you contact this organization?

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

Act quickly:

- To make your appeal, you must contact the Quality Improvement Organization *before* you leave the hospital and **no later than midnight the day of your discharge.**
    - **If you meet this deadline,** you may stay in the hospital *after* your discharge date *without paying for it* while you wait to get the decision from the Quality Improvement Organization.
    - **If you do *not* meet this deadline,** and you decide to stay in the hospital after your planned discharge date, *you may have to pay all of the costs* for hospital care you receive after your planned discharge date.
- If you miss the deadline for contacting the Quality Improvement Organization, and you still wish to appeal, you must make an appeal directly to our plan instead. For details about this other way to make your appeal, see Section 8.4 of this chapter.

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

You can get a sample of the Detailed Notice of Discharge by calling Member Services or 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY users should call 1-877-486-2048.) Or you can see a

sample notice online at www.cms.gov/Medicare/Medicare-General-Information/BNI/HospitalDischargeappealNotices.

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

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

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

What happens if the answer is yes?

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

What happens if the answer is no?

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

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

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

Section 8.3 Step-by-step: How to make a Level 2 appeal to change your hospital discharge date

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

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

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

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

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

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

If the review organization says yes:

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

If the review organization says no:

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

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If you want to go to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 10 of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 8.4 What if you miss the deadline for making your Level 1 appeal?

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

You can appeal to us instead

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

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

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

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

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

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

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

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

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

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

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

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

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

Step 1: We will automatically forward your case to the independent review organization.

- We are required to send the information for your Level 2 appeal to the independent review organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. Section 11 of this chapter tells how to make a complaint.)

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

- Reviewers at the independent review organization will take a careful look at all of the information related to your appeal of your hospital discharge.

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

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

- There are three additional levels in the appeals process after Level 2 (for a total of five levels of appeal). If reviewers say no to your Level 2 appeal, you decide whether to accept their decision or go on to Level 3 appeal.
- Section 10 of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 9 How to ask us to keep covering certain medical services if you think your coverage is ending too soon

Section 9.1 This section is about three services only: Home health care, skilled nursing facility care, and Comprehensive Outpatient Rehabilitation Facility (CORF) services

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

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

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

Section 9.2 We will tell you in advance when your coverage will be ending

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

1. **You receive a notice in writing** at least two days before our plan is going to stop covering your care. The notice tells you:

- The date when we will stop covering the care for you.
- How to request a "fast track appeal" to request us to keep covering your care for a longer period of time.

2. **You, or someone who is acting on your behalf, will be asked to sign the written notice to show that you received it.** Signing the notice shows *only* that you have received the information about when your coverage will stop. **Signing it does <u>not</u> mean you agree** with the plan's decision to stop care.

Section 9.3 Step-by-step: How to make a Level 1 appeal to have our plan cover your care for a longer time

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

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

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

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

How can you contact this organization?

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

Act quickly:

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

Your deadline for contacting this organization.

- If you miss the deadline for contacting the Quality Improvement Organization, and you still wish to file an appeal, you must make an appeal directly to us instead. For details about this other way to make your appeal, see Section 9.5 of this chapter.

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

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

What happens during this review?

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

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

What happens if the reviewers say yes?

- If the reviewers say yes to your appeal, then **we must keep providing your covered services for as long as it is medically necessary.**

- You will have to keep paying your share of the costs (such as deductibles or copayments, if these apply). There may be limitations on your covered services.

What happens if the reviewers say no?

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

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

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

Section 9.4 Step-by-step: How to make a Level 2 appeal to have our plan cover your care for a longer time

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

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

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

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

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

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

What happens if the review organization says yes?

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

What happens if the review organization says no?

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

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

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- The Level 3 appeal is handled by an Administrative Law Judge or attorney adjudicator. Section 10 of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

Section 9.5 What if you miss the deadline for making your Level 1 Appeal?

You can appeal to us instead

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

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

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

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

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

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

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

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

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

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

Legal Term
The formal name for the “independent review organization” is the **“Independent Review Entity.”** It is sometimes called the **“IRE.”**

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

During the Level 2 appeal, the **independent review organization** reviews the decision we made to your “fast appeal.” This organization decides whether the decision should be changed. **The independent review organization is an independent organization that is hired by Medicare.** This organization is not connected with our plan and it is not a government agency. This organization is a company chosen by Medicare to handle the job of being the independent review organization. Medicare oversees its work.

Step 1: We automatically forward your case to the independent review organization.

- We are required to send the information for your Level 2 appeal to the independent review organization within 24 hours of when we tell you that we are saying no to your first appeal. (If you think we are not meeting this deadline or other deadlines, you can make a complaint. Section 11 of this chapter tells how to make a complaint.)

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

- Reviewers at the independent review organization will take a careful look at all of the information related to your appeal.
- **If this organization says *yes* to your appeal,** then we must pay you back for our share of the costs of care you have received since the date when we said your coverage would end. We must also continue to cover the care for as long as it is medically necessary. You must continue to pay your share of the costs. If there are coverage limitations, these could limit how much we would reimburse or how long we would continue to cover services.
- **If this organization says *no* to your appeal,** it means they agree with the decision our plan made to your first appeal and will not change it.
- The notice you get from the independent review organization will tell you in writing what you can do if you wish to go on to a Level 3 appeal.

Step 3: If the independent review organization says no to your appeal, you choose whether you want to take your appeal further.

- There are three additional levels of appeal after Level 2, for a total of five levels of appeal. If you want to go on to a Level 3 appeal, the details on how to do this are in the written notice you get after your Level 2 appeal decision.
- A Level 3 appeal is reviewed by an Administrative Law Judge or attorney adjudicator. Section 10 of this chapter tells more about Levels 3, 4, and 5 of the appeals process.

SECTION 10 Taking your appeal to Level 3 and beyond

Section 10.1 Appeal Levels 3, 4 and 5 for Medical Service Requests

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

If the dollar value of the item or medical service you have appealed meets certain minimum levels, you may be able to go on to additional levels of appeal. If the dollar value is less than the minimum level, you cannot appeal any further. The written response you receive to your Level 2 appeal will explain how to make a Level 3 appeal.

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

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

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

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

- **If the answer is yes, or if the Council denies our request to review a favorable Level 3 appeal decision, the appeals process *may* or *may not* be over.** Unlike a decision at Level 2, we have the right to appeal a Level 4 decision that is favorable to you. We will decide whether to appeal this decision to Level 5.
    - If we decide *not* to appeal the decision, we must authorize or provide you with the service within 60 calendar days after receiving the Council's decision.
    - If we decide to appeal the decision, we will let you know in writing.
- **If the answer is no or if the Council denies the review request, the appeals process *may* or *may not* be over.**

- If you decide to accept this decision that turns down your appeal, the appeals process is over.
- If you do not want to accept the decision, you may be able to continue to the next level of the review process. If the Council says no to your appeal, the notice you get will tell you whether the rules allow you to go on to a Level 5 appeal and how to continue with a Level 5 appeal.

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

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

Section 10.2 Appeal Levels 3, 4 and 5 for Part D Drug Requests

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

If the value of the drug you have appealed meets a certain dollar amount, you may be able to go on to additional levels of appeal. If the dollar amount is less, you cannot appeal any further. The written response you receive to your Level 2 appeal will explain who to contact and what to do to ask for a Level 3 appeal.

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

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

- **If the answer is yes, the appeals process is over.** We must **authorize or provide the drug coverage** that was approved by the Administrative Law Judge or attorney adjudicator **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, the appeals process *may* or *may not* be over.**
    - If you decide to accept this decision that turns down your appeal, the appeals process is over.

- If you do not want to accept the decision, you can continue to the next level of the review process. The notice you get will tell you what to do for a Level 4 appeal.

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

- **If the answer is yes, the appeals process is over.** We must **authorize or provide the drug coverage** that was approved by the Council **within 72 hours (24 hours for expedited appeals) or make payment no later than 30 calendar days** after we receive the decision.
- **If the answer is no, the appeals process *may* or *may not* be over.**
  - If you decide to accept this decision that turns down your appeal, the appeals process is over.
  - If you do not want to accept the decision, you may be able to continue to the next level of the review process. If the Council says no to your appeal or denies your request to review the appeal, the notice will tell you whether the rules allow you to go on to a Level 5 appeal. It will also tell you who to contact and what to do next if you choose to continue with your appeal.

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

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

SECTION 11 How to make a complaint about quality of care, waiting times, customer service, or other concerns

Section 11.1 What kinds of problems are handled by the complaint process?

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

Complaint	Example
Quality of your medical care	• Are you unhappy with the quality of the care you have received (including care in the hospital)?

Complaint	Example
Respecting your privacy	• Did someone not respect 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 Member Services? • Do you feel you are being encouraged to leave the plan?
Waiting times	• Are you having trouble getting an appointment, or waiting too long to get it? • Have you been kept waiting too long by doctors, pharmacists, or other health professionals? Or by our Member Services or other staff at the plan? o 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 related to coverage decisions and appeals)	If you have asked for a coverage decision or made an appeal, and you think that we are not responding quickly enough, you can make a complaint about our slowness. Here are examples: • You asked us for a "fast coverage decision" or a "fast appeal," and we have said no; you can make a complaint. • You believe we are not meeting the deadlines for coverage decisions or appeals; you can make a complaint. • You believe we are not meeting deadlines for covering or reimbursing you for certain medical 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 11.2 The formal name for "making a complaint" is "filing a grievance"

Legal Terms
• A "**Complaint**" is also called a "**grievance**." • "**Making a complaint**" is also called "**filing a grievance**." • "**Using the process for complaints**" is also called "**using the process for filing a grievance**." • A "**fast complaint**" is also called an "**expedited grievance**."

Section 11.3 Step-by-step: Making a complaint

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

- **Usually, calling Member Services is the first step.** If there is anything else you need to do, Member Services will let you know.
- **If you do not wish to call (or you called and were not satisfied), you can put your complaint in writing and send it to us.** If you put your complaint in writing, we will respond to your complaint in writing.
- **Procedures and instructions you need to follow if you want to use the process for making a complaint:**

If you send us your complaint in writing, it means that we will use our formal procedure for answering grievances. Here's how it works:

For complaints related to your prescription drug coverage:

1. Please send your complaint to one of the addresses shown in Chapter 2, Section 1. Look for the section called *How to contact us when you are making a complaint about your Part D prescriptions drugs.* We have Grievance (Complaint) Form you use when making a formal complaint. You are not required to use the form, but we encourage you to do so.
2. You must submit all grievances within 60 calendar days after the event or incident leading to your complaint. We will answer your grievance no later than 30 calendar days after we receive it (sooner if your health requires it). If we need more information and a delay is in your interest or you request a delay, we can take 14 more calendar days to give you an answer.

3. If our plan denies your request for a "fast" coverage decision or a "fast" first-level appeal about medical care or prescription drugs and you believe that waiting longer would endanger your health, you may submit a request for a "fast" complaint either in writing or by phone. We must answer these requests within 24 hours.

For complaints related to your medical care:

1. Please send your complaint to one of the addresses showing Chapter 2, Section 1. Look for the section called, *How to contact us when you are making a complaint about your medical care.* We have a Grievance (Complaint) Form for you to use when making a formal complaint. You are not required to use the form, but we encourage you to do so.

2. You must submit all grievances within 60 calendar days after the event or incident leading to your complaint. We will answer your grievance no later than 30 days after we receive it (sooner if your health requires it). If we need more information and a delay is in your interest or you request a delay, we can take 14 more calendar days to give you an answer.

3. If our plan denies your request for a "fast" coverage decision or a "fast" first-level appeal about medical care or prescription drugs and you believe that waiting longer would endanger your health, you may submit a request for a "fast" complaint either in writing or by phone. We must answer these requests within 24 hours.

If you make an oral complaint over the phone, here's how it works:

For complaints related to your Part D prescriptions drugs or medical care:

1. Contact Member Services within 60 calendar days after the event or incident leading to your complaint.

2. Have the following prepared for the representative:
    - Your name
    - Your address
    - Your Member ID Number
    - A description of your complaint/grievance

- The **deadline** for making a complaint is 60 calendar days from the time you had the problem you want to complain about.

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

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

Section 11.4 You can also make complaints about quality of care to the Quality Improvement Organization

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

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

Or

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

Section 11.5 You can also tell Medicare about your complaint

You can submit a complaint about BlueMedicare Complete directly to Medicare. To submit a complaint to Medicare, go to www.medicare.gov/MedicareComplaintForm/home.aspx. You may also call 1-800-MEDICARE (1-800-633-4227). TTY/TDD users can call 1-877-486-2048.

PROBLEMS ABOUT YOUR MEDICAID BENEFITS

SECTION 12 Handling problems about your Medicaid benefits

To file by phone, call Member Services at 1-800-926-6565 (TTY users: 1-800-955-8770). Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays. If we need more information to make a decision, we will tell you. You can write us with your complaint or call Member Services and request a complaint form. It should be mailed to:

Florida Blue Medicare D-SNP Appeals and Grievances Department
Attn: Medicare Advantage Member Appeals
P.O. Box 41609
Jacksonville, FL 32203-1609

Grievance and Appeal System for Medicaid Services provided under this contract

General Provisions:

1. Federal law requires organizations to have internal grievance and plan appeal procedures under which Medicaid enrollees, or providers acting as authorized representatives, may challenge denial of coverage of, or payment for, medical assistance. To the extent not covered below, the Plan's grievance and appeal system shall comply with the requirements set forth in s. 641.511, F.S., if applicable, and with all applicable federal and state laws, rules, and regulations, including 42 CFR Part 431, Subpart E (Fair Hearings for Applicants and Beneficiaries) and 42 CFR Part 438, Subpart F (Grievance and Appeal System), and Rule 59G-1.100, F.A.C. related to the Medicaid services covered under this Agreement, which are services not covered under Medicare and the Plan's Medicare Advantage Contract with the CMS and HHS.

2. For purposes of this Contract, these procedures must include an opportunity for an enrollee to file a complaint, a grievance, a plan appeal, and to request a Medicaid Fair Hearing through the Agency.

3. The Plan shall follow Agency guidelines in resolving grievances and plan appeals as expeditiously as possible, observing required timeframes and taking into account the enrollee's health condition.

4. A Plan that delegates service authorization decisions to its subcontractor shall ensure that the subcontractor meets the complaint and grievance and appeal system requirements.

5. The Plan shall ensure that all decisions are made by health care professionals in accordance with 42 CFR 438.406(b).

6. The Plan shall refer all enrollees who are dissatisfied with the Plan or its activities to the Plan's grievance/plan appeal coordinator for processing and documentation of the issue.

7. The Plan shall provide assistance to the enrollee in completing forms and following the procedures for filing a grievance or plan appeal or requesting a Medicaid Fair Hearing. This includes interpreter services, toll-free calling, and TTY/TTD capability.

8. The Plan shall maintain a complete and accurate record of all complaints, grievances, and plan appeals. The Plan shall maintain and make complaint, grievance, and plan appeal records available upon request of the Agency.

    a. The Plan shall address, log, track and trend all complaints, regardless of the degree of seriousness or whether the enrollee or provider expressly requests filing the concern.

    b. The record of each grievance and appeal must contain, at a minimum, the information specified in 42 CFR 438.416 and additional information as specified in the Plan Report Guide.

    c. The Plan shall report on complaints, grievances and plan appeals to the Agency.

Use of Independent Review Organization

1. The Plan may elect to have all of its plan appeal issues subject to external review processes by an independent review organization.

2. The Plan must notify the Agency in writing if it elects to have all its plan appeals subject to such external review.

Process for Complaints

1. The Plan shall resolve complaints by close of business on the business day following receipt.

2. If a complaint is not resolved within one business day following receipt, Plan shall enter the complaint as a grievance.

Process for Grievances

1. An enrollee may file a grievance with the Plan orally or in writing at any time.

2. The Plan's process for handling enrollee grievances must include acknowledgement in writing within five (5) business days of receipt of each grievance.

3. The Plan shall extend the timeframe for a grievance resolution up to fourteen (14) calendar days if:

a. The enrollee asks for an extension, or the Plan documents that additional information is needed and the delay is in the enrollee's interest;

b. If the timeframe is extended other than at the enrollee's request, the Plan shall provide oral notice of the reason for the delay to the enrollee by close of business on the day of the determination, and written notice of the reason for the delay to the enrollee within two (2) calendar days of the determination.

4. The Plan shall review the grievance and provide written notice of results to the enrollee no later than ninety (90) calendar days from the date the Plan receives the grievance.

Process for Plan Appeals

1. The Plan shall consider as parties to the plan appeal the enrollee or an authorized representative or, if the enrollee is deceased, the legal representative of the estate.

2. The Plan shall adhere to the following timeframes for receiving plan appeals:

   a. An enrollee, authorized representative, or legal representative of the estate may file a plan appeal orally or in writing within sixty (60) calendar days from the date on the notice of adverse benefit determination.

   b. An enrollee, authorized representative, or legal representative of the estate must follow an oral appeal with a written, signed appeal within ten (10) calendar days of the oral filing, unless the enrollee requests an expedited resolution.

   c. The date of oral filing shall constitute the date of receipt.

3. The Plan shall acknowledge each plan appeal in writing within five (5) business days of receipt of each plan appeal unless the enrollee requests an expedited resolution.

4. Upon request, the Plan shall provide the enrollee and his or her authorized representative the enrollee's case file, free of charge, including the opportunity before and during the appeal process for the enrollee or an authorized representative to examine the case file, medical records, and any additional documents/records considered or relied upon by the Plan regarding a plan appeal.

5. The Plan shall continue the enrollee's benefits during the plan appeal if all of the following occur:

   a. The enrollee or the enrollee's authorized representative files the request for a plan appeal timely in accordance with 42 CFR 438.402(c)(2)(ii).

   b. The plan appeal involves the termination, suspension or reduction of previously authorized course of treatment;

   c. The services were ordered by an authorized provider;

d. The period covered by the original authorization has not expired; and

e. The enrollee timely files for continuation of benefits.

6. If, at the enrollee's request, the Plan continues or reinstates the benefits while the plan appeal is pending, the benefits must continue until one (1) of the following occurs:

   a. The enrollee withdraws the plan appeal; or

   b. The enrollee fails to request a fair hearing and continuation of benefits within ten (10) calendar days after the Plan sends the notice of plan appeal resolution that is not wholly in the enrollee's favor.

7. The Plan shall provide the enrollee a reasonable opportunity to present evidence and testimony and make allegations of fact or law in person as well as in writing.

8. If the final resolution of the plan appeal is adverse to the enrollee, the Plan may recover the cost of services furnished to the enrollee while the plan appeal was pending to the extent they were furnished solely because of the requirements for continuation of benefits.

9. For standard resolution, a plan appeal shall be heard and notice of plan appeal resolution shall be sent to the enrollee no later than thirty (30) calendar days from the date the Plan receives the plan appeal.

10. If the Plan fails to adhere to the notice and timing requirements for resolution of the plan appeal, the enrollee is deemed to have completed the Plan's appeals process, and the enrollee may initiate a fair hearing.

11. Extension of Plan Appeal

   a. The timeframe for a plan appeal may be extended up to fourteen (14) calendar days if the enrollee asks for an extension, or the Plan documents that additional information is needed and the delay is in the enrollee's interest.

   b. If the timeframe is extended other than at the enrollee's request, the Plan must provide oral notice of the reason for the delay to the enrollee by close of business on the day of the determination, and written notice of the reason for the delay to the enrollee within two (2) calendar days of the determination.

12. Expedited Plan Appeals

   a. The Plan shall have an expedited review process for plan appeals for use when taking the time for a standard resolution could seriously jeopardize the enrollee's life or health or ability to attain, maintain or regain maximum function.

   b. The Plan shall resolve each expedited plan appeal and provide notice to the enrollee, as

quickly as the enrollee's health condition requires, within state established timeframes not to exceed seventy-two (72) hours after the Plan receives the plan appeal request, whether the plan appeal was made orally or in writing.

c. The Plan shall inform the enrollee of the limited time available to present evidence and allegations of fact or law, in the case of expedited plan appeal resolution, and ensure that the enrollee understands any time limits that may apply.

d. If the Plan denies the request for expedited plan appeal, it shall immediately transfer the plan appeal to the timeframe for standard resolution and so notify the enrollee.

e. If an enrollee asks for an extension, the Plan shall treat the request as a denial for expedited plan appeal and immediately transfer the plan appeal to the timeframe for standard resolution and so notify the enrollee. Nothing in this section relieves the plan of its obligation to resolve the enrollee's appeal as expeditiously as the enrollee's health condition requires, in accordance with 42 CFR 438.408.

f. In the case of an expedited plan appeal denial, the Plan shall also provide oral notice to the enrollee by close of business on the day of resolution, and written notice to the enrollee within two (2) calendar days of the disposition.

13. Content of notice

a. The Plan shall provide the enrollee with a written notice that includes the following:

b. The results of the plan appeal process and the date it was completed;

c. If not decided wholly in the enrollee's favor, information on the right to request a Medicaid Fair Hearing and how to do so; the right to request to receive benefits while the hearing is pending, and how to make the request; and

d. The address, phone numbers, and e-mail for Medicaid Fair Hearings:

Agency for Health Care Administration Medicaid Hearing Unit
P.O Box 60127
Ft. Myers, FL 33906 (877) 254-1055 (toll-free) 239-338-2642 (fax)
MedicaidHearingUnit@ahca.myflorida.com

e. That the enrollee may have to pay for the cost of those benefits if the Medicaid Fair Hearing upholds the Plan's appeal resolution.

f. If the Plan does not have an independent external review organization for its grievance process, the right to appeal an adverse decision on a plan appeal to the Subscriber Assistance Program (SAP), including how to initiate such a review and the following:

1. Before filing with the SAP, the enrollee must complete the Plan's plan appeal process.

2. The enrollee must submit the notice of plan appeal resolution to the SAP within one (1) year after receipt of the final decision letter from the Plan.

3. The SAP will not consider an enrollee appeal that has already been to a Medicaid Fair Hearing.

4. The address and toll-free telephone number for enrollee appeals to the SAP are:

Agency for Health Care Administration Subscriber Assistance Program
Building 3, MS #45 2727 Mahan Drive
Tallahassee, Florida 32308
(850) 412-4502 (888) 419-3456 (toll-free)

g. A unique identifying number, corresponding to the number on the notice of adverse benefit determination that gave rise to the plan appeal.

Process for Medicaid Fair Hearings

1. The Plan must comply with Rule 59G-1.100, F.A.C., and all terms and conditions set forth in any orders and instructions issued by the Office of Fair Hearings or a hearing officer.

2. An enrollee may request a Medicaid Fair Hearing after completing the Plan's appeal process. An enrollee has completed the plan appeal process after receiving a notice of plan appeal resolution indicating that the Plan is upholding, in whole or in part, the adverse benefit determination or after the Plan fails to adhere to the notice and timing requirements applicable to plan appeals.

3. An enrollee who has completed the Plan's appeal process may file for a Medicaid Fair Hearing within one hundred twenty (120) calendar days of receipt of the Plan's notice of plan appeal resolution.

4. Parties to the Medicaid Fair Hearing include the Plan as well as the enrollee, or the enrollee's authorized representative. The Plan shall attend fair hearings as scheduled. The Plan shall attend hearings with the necessary witnesses and evidentiary materials.

5. An evidence packet shall be submitted to the Agency and to the enrollee, free of charge, within ten (10) business days from the time the Plan receives notification of the hearing and must be submitted to the Agency in accordance with any prehearing instructions. The evidence packet must include all necessary documents including the statement of matters (or, alternatively, the denial letter) and any medical records or other documents/records considered or relied upon by the Plan, supporting the Plan's adverse benefit determination and plan appeal resolution.

6. Within two (2) business days of notification of the fair hearing request, the Plan shall provide

the corresponding Notice of Adverse Benefit Determination and the Notice of Plan Appeal Resolution that relate to the fair hearing request to the Agency.

7. The Plan must designate an email address with the Agency for Health Care Administration Office of Fair Hearings for all fair hearing-related communications from the Office and any party to the fair hearing.

8. The Plan shall provide transportation to the enrollee and/or, the enrollee's authorized representative to and from the nearest hearing call-in center.

9. The Plan shall continue the enrollee's benefits while the fair hearing is pending if the enrollee timely files for continuation of benefits within ten (10) calendar days after the Plan sends the notice of plan appeal resolution that is not wholly in the enrollee's favor.

10. If, at the enrollee's request, the Plan continues or reinstates the benefits while fair hearing is pending, the benefits must continue until one (1) of the following occurs:

    a. The enrollee withdraws the fair hearing request;

    b. The enrollee fails to request a fair hearing and continuation of benefits within ten (10) calendar days after the Plan sends the notice of plan appeal resolution that is not wholly in the enrollee's favor; or

    c. The fair hearing office issues a hearing decision adverse to the enrollee.

11. If the Plan's action is sustained by the hearing decision, the Plan may recover the cost of services furnished to the enrollee while the plan appeal and fair hearing were pending, to the extent they were furnished solely because of the requirements for continuation of benefits.

12. If the Plan's action is reversed by the hearing decision and services were not furnished while the appeal was pending, the Plan shall authorize or provide the disputed services promptly and as expeditiously as the enrollee's health condition requires, but no later than seventy-two (72) hours from the date the Plan receives the notice reversing the determination.

Appellate Responsibilities

1. Should an enrollee appeal a Medicaid Fair Hearing final order to the appropriate District Court of Appeal (DCA), the Plan must fully participate in the appellate process.

2. The Plan shall bear all costs associated with completing the record, including transcribing the audio recording of the Medicaid Fair Hearing proceedings and providing a copy of the record to the enrollee, or enrollee's authorized representative, and the Agency's Appellate Section.

3. The Plan shall contact the Agency's Appellate Section to discuss the appeal within five (5) business days after an appeal of a Medicaid Fair Hearing is filed with the DCA.

4. The Plan shall provide a copy of the case record to the Office of Fair Hearings within five (5) business days of receipt of the case record.

5. The Plan shall provide the Agency's Appellate Section with a copy of its draft brief(s) for review no later than ten (10) business days in advance of the filing deadline.

CHAPTER 10:

Ending your membership in the plan

SECTION 1 Introduction to ending your membership in our plan

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

- You might leave our plan because you have decided that you *want* to leave. Sections 2 and 3 provide information on ending your membership voluntarily.
- There are also limited situations where you do not choose to leave, but we are required to end your membership. Section 5 tells you about situations when we must end your membership.

If you are leaving our plan, our plan must continue to provide your medical care and prescription drugs and you will continue to pay your cost share until your membership ends.

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

Section 2.1 You may be able to end your membership because you have Medicare and Medicaid

Most people with Medicare can end their membership only during certain times of the year. Because you have Medicaid, you may be able to end your membership in our plan or switch to a different plan one time during each of the following Special Enrollment Periods:

- January to March
- April to June
- July to September

If you joined our plan during one of these periods, you'll have to wait for the next period to end your membership or switch to a different plan. You can't use this Special Enrollment Period to end your membership in our plan between October and December. However, all people with Medicare can make changes from October 15 – December 7 during the Annual Enrollment Period. Section 2.2 tells you more about the Annual Enrollment Period.

- Choose any of the following types of Medicare plans:
    - Another Medicare health plan, with or without prescription drug coverage
    - Original Medicare *with* a separate Medicare prescription drug plan
    - Original Medicare without a separate Medicare prescription drug plan
        - If you choose this option, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

Note: If you disenroll from Medicare prescription drug coverage and go without "creditable" prescription drug coverage for a continuous period of 63 days or more, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

Contact your State Medicaid Office to learn about your Medicaid plan options (telephone numbers are in Chapter 2, Section 6 of this document).

- **When will your membership end?** Your membership will usually end on the first day of the month after we receive your request to change your plans. Your enrollment in your new plan will also begin on this day.

Section 2.2 You can end your membership during the Annual Enrollment Period

You can end your membership during the Annual Enrollment Period (also known as the "Annual Open Enrollment Period"). During this time, review your health and drug coverage and decide about coverage for the upcoming year.

- The **Annual Enrollment Period** is from **October 15 to December 7**.
- **Choose to keep your current coverage or make changes to your coverage for the upcoming year.** If you decide to change to a new plan, you can choose any of the following types of plans:
  - Another Medicare health plan, with or without prescription drug coverage.
  - Original Medicare *with* a separate Medicare prescription drug plan

OR

  - Original Medicare *without* a separate Medicare prescription drug plan.
- **Your membership will end in our plan** when your new plan's coverage begins on January 1.

If you receive "Extra Help" from Medicare to pay for your prescription drugs: If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

Section 2.3 You can end your membership during the Medicare Advantage Open Enrollment Period

You have the opportunity to make *one* change to your health coverage during the **Medicare Advantage Open Enrollment Period.**

- **The annual Medicare Advantage Open Enrollment Period** is from January 1 to March 31.
- **During the annual Medicare Advantage Open Enrollment Period** you can:
    - Switch to another Medicare Advantage Plan with or without prescription drug coverage.
    - Disenroll from our plan and obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time.
- **Your membership will end** on the first day of the month after you enroll in a different Medicare Advantage plan or we get your request to switch to Original Medicare. If you also choose to enroll in a Medicare prescription drug plan, your membership in the drug plan will begin the first day of the month after the drug plan gets your enrollment request.

Section 2.4 In certain situations, you can end your membership during a Special Enrollment Period

In certain situations, you may be eligible to end your membership at other times of the year. This is known as a **Special Enrollment Period**.

You may be eligible to end your membership during a Special Enrollment Period if any of the following situations apply to you. These are just examples, for the full list you can contact the plan, call Medicare, or visit the Medicare website (www.medicare.gov):

- Usually, when you have moved.
- If you have Medicaid.
- If you are eligible for “Extra Help” with paying for your Medicare prescriptions.
- If we violate our contract with you.
- If you are getting care in an institution, such as a nursing home or long-term care (LTC) hospital.
- If you enroll in the Program of All-inclusive Care for the Elderly (PACE).

Note: If you’re in a drug management program, you may not be able to change plans. Chapter 5, Section 10 tells you more about drug management programs.

Note: Section 2.1 tells you more about the special enrollment period for people with Medicaid.

- **The enrollment time periods vary** depending on your situation.

- **To find out if you are eligible for a Special Enrollment Period,** please call Medicare at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users call 1-877-486-2048. If you are eligible to end your membership because of a special situation, you can choose to change both your Medicare health coverage and prescription drug coverage. You can choose:
- Another Medicare health plan with or without prescription drug coverage.
- Original Medicare *with* a separate Medicare prescription drug plan

OR

- Original Medicare *without* a separate Medicare prescription drug plan

  Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

If you receive "Extra Help" from Medicare to pay for your prescription drugs: If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment.

Your membership will usually end on the first day of the month after your request to change your plan is received.

Note: Sections 2.1 and 2.2 tell you more about the special enrollment period for people with Medicaid and Extra Help.

Section 2.5 Where can you get more information about when you can end your membership?

If you have any questions about ending your membership you can:

- **Call Member Services**
- Find the information in the ***Medicare & You 2023*** handbook.
- Contact **Medicare** at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. (TTY 1-877-486-2048).

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

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

If you would like to switch from our plan to:	This is what you should do:
• Another Medicare health plan	• Enroll in the new Medicare health plan. Your new coverage will begin on the first day of the following month. • You will automatically be disenrolled from BlueMedicare Complete when your new plan's coverage begins.
• Original Medicare *with* a separate Medicare prescription drug plan	• Enroll in the new Medicare prescription drug plan. Your new coverage will begin on the first day of the following month. • You will automatically be disenrolled from BlueMedicare Complete when your new plan's coverage begins.
• Original Medicare *without* a separate Medicare prescription drug plan o If you switch to Original Medicare and do not enroll in a separate Medicare prescription drug plan, Medicare may enroll you in a drug plan, unless you have opted out of automatic enrollment. o If you disenroll from Medicare prescription drug coverage and go 63 days or more in a row without creditable prescription drug coverage, you may have to pay a late enrollment penalty if you join a Medicare drug plan later.	• **Send us a written request to disenroll.** Contact Member Services if you need more information on how to do this. • You can also contact **Medicare**, at 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week, and ask to be disenrolled. TTY users should call 1-877-486-2048. • You will be disenrolled from BlueMedicare Complete when your coverage in Original Medicare begins.

Note: If you disenroll from Medicare prescription drug coverage and go without creditable prescription drug coverage for 63 days or more in a row, you may have to pay a Part D late enrollment penalty if you join a Medicare drug plan later.

For questions about your Medicaid benefits, contact the Florida Agency for Health Care Administration at 1-888-419-3456. TTY users should call 1-800-955-8771; hours of operation are Monday-Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Ask how joining another plan or returning to Original Medicare affects how you get your Medicaid coverage.

SECTION 4 Until your membership ends, you must keep getting your medical services and drugs through our plan

Until your membership BlueMedicare Complete ends, and your new Medicare and Medicaid coverage begins, you must continue to get your medical care and prescription drugs through our plan.

- **Continue to use our network providers to receive medical care.**
- **Continue to use our network pharmacies *or mail order* to get your prescriptions filled.**
- **If you are hospitalized on the day that your membership ends, your hospital stay will be covered by our plan until you are discharged** (even if you are discharged after your new health coverage begins).

SECTION 5 BlueMedicare Complete must end your membership in the plan in certain situations

Section 5.1 When must we end your membership in the plan?

BlueMedicare Complete must end your membership in the plan if any of the following happen:

- If you no longer have Medicare Part A and Part B
- If you are no longer eligible for Medicaid. As stated in Chapter 1, Section 2.1, our plan is for people who are eligible for both Medicare and Medicaid. If you lose plan special eligibility, you will be put in a 6-month deeming period. If your status does not change in the 6-month deeming period, you will be disenrolled from the plan involuntarily.
- If you move out of our service area
- If you are away from our service area for more than six months
    - If you move or take a long trip, call Member Services to find out if the place you are moving or traveling to is in our plan's area.
- If you become incarcerated (go to prison)
- If you are no longer a United States citizen or lawfully present in the United States
- If you lie or withhold information about other insurance you have that provides prescription drug coverage

- If you intentionally give us incorrect information when you are enrolling in our plan and that information affects your eligibility for our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- If you continuously behave in a way that is disruptive and makes it difficult for us to provide medical care for you and other members of our plan. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
- If you let someone else use your membership card to get medical care. (We cannot make you leave our plan for this reason unless we get permission from Medicare first.)
    - If we end your membership because of this reason, Medicare may have your case investigated by the Inspector General.
- If you are required to pay the extra Part D amount because of your income and you do not pay it, Medicare will disenroll you from our plan

Where can you get more information?

If you have questions or would like more information on when we can end your membership call Member Services.

Section 5.2 We cannot ask you to leave our plan for any health-related reason

BlueMedicare Complete is not allowed to ask you to leave our plan for any health-related reason.

What should you do if this happens?

If you feel that you are being asked to leave our plan because of a health-related reason, call Medicare at 1-800-MEDICARE (1-800-633-4227) 24 hours a day, 7 days a week (TTY 1-877-486-2048).

Section 5.3 You have the right to make a complaint if we end your membership in our plan

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

CHAPTER 11:

Legal notices

SECTION 1 Notice about governing law

The principal law that applies to this *Evidence of Coverage* document is Title XVIII of the Social Security Act and the regulations created under the Social Security Act by the Centers for Medicare & Medicaid Services, or CMS. In addition, other Federal laws may apply and, under certain circumstances, the laws of the state you live in. This may affect your rights and responsibilities even if the laws are not included or explained in this document.

SECTION 2 Notice about nondiscrimination

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

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

If you have a disability and need help with access to care, please call us at Member Services. If you have a complaint, such as a problem with wheelchair access, Member Services can help.

SECTION 3 Notice about Medicare Secondary Payer subrogation rights

We have the right and responsibility to collect for covered Medicare services for which Medicare is not the primary payer. According to CMS regulations at 42 CFR sections 422.108 and 423.462, BlueMedicare Complete, 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.

- We comply with applicable Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability or sex. Visit floridablue.com/ndnotice for information on our free language assistance services.

- Nosotros cumplimos con las leyes federales de derechos civiles aplicables y no discriminamos por motivos de raza, color, nacionalidad, edad, discapacidad o sexo. Para información sobre nuestros servicios gratuitos de asistencia lingüística, visite floridablue.com/es/ndnotice.

Multi-language Interpreter Services

English: We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-800-926-6565. (TTY users should call 1-800-955-8770). Someone who speaks English/Language can help you. This is a free service.

Spanish: Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, por favor llame al 1-800-962-6565 (TTY: 1-877-955-8773). Alguien que hable español le podrá ayudar. Este es un servicio gratuito.

Chinese Mandarin: 我们提供免费的翻译服务，帮助您解答关于健康或药物保险的任何疑 问。如果您需要此翻译服务，请致电 1-800-926-6565。我们的中文工作人员很乐意帮助您。 这是一项免费服务。

Chinese Cantonese: 您對我們的健康或藥物保險可能存有疑問，為此我們提供免費的翻譯 服務。如需翻譯服務，請致電 1-800-926-6565。我們講中文的人員將樂意為您提供幫助。這 是一項免費服務。

Tagalog: Mayroon kaming libreng serbisyo sa pagsasaling-wika upang masagot ang anumang mga katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng tagasaling-wika, tawagan lamang kami sa 1-800-926-6565. Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

French: Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurance-médicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-800-926-6565. Un interlocuteur parlant Français pourra vous aider. Ce service est gratuit.

Vietnamese: Chúng tôi có dịch vụ thông dịch miễn phí để trả lời các câu hỏi về chương sức khỏe và chương trình thuốc men. Nếu quí vị cần thông dịch viên xin gọi 1-800-926-6565. sẽ có nhân viên nói tiếng Việt giúp đỡ quí vị. Đây là dịch vụ miễn phí.

German: Unser kostenloser Dolmetscherservice beantwortet Ihren Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-800-926-6565. Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

Korean: 당사는 의료 보험 또는 약품 보험에 관한 질문에 답해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화 1-800-926-6565. 번으로 문의해 주십시오. 한국어를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

Russian: Если у вас возникнут вопросы относительно страхового или медикаментного плана, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по телефону 1-800-926-6565. Вам окажет помощь сотрудник, который говорит по-русски. Данная услуга бесплатная.

Arabic: إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة تتعلق بالصحة أو جدول الأدوية لدينا. للحصول على بمساعدتك. هذه خدمة مترجم فوري، ليس عليك سوى الاتصال بنا على 1-800-926-6565. سيقوم شخص ما يتحدث العربية مجانية.

Hindi: हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुभाषिया सेवाएँ उपलब्ध हैं. एक दुभाषिया प्राप्त करने के लिए, बस हमें 1-800-926-6565. पर फोन करें. कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है. यह एक मुफ्त सेवा है.

Italian: È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per un interprete, contattare il numero 1-800-926-6565. Un nostro incaricato che parla Italianovi fornirà l'assistenza necessaria. È un servizio gratuito.

Portugués: Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-800-926-6565. Irá encontrar alguém que fale o idioma Português para o ajudar. Este serviço é gratuito.

French Creole: Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan medikal oswa dwòg nou an. Pou jwenn yon entèprèt, jis rele nou nan 1-800-926-6565. Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

Polish: Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-800-926-6565. Ta usługa jest bezpłatna.

Japanese: 当社の健康 健康保険と薬品 処方薬プランに関するご質問にお答えするため に、無料の通訳サービスがありますございます。通訳をご用命になるには、1-800-926-6565。

SECTION 4 Additional subrogation rights

As part of this Agreement, Florida Blue Medicare retains its right to collect from any third party, amounts paid for benefits for you under this Agreement that the third party is obligated to pay. This right is Florida Blue Medicare's Subrogation right. In the event any payments, services or supplies are rendered to or on behalf of a Member, Florida Blue Medicare, to the extent of any such payment, or services or supplies rendered, shall be subrogated to all causes of action and rights of recovery such Member may have or has against any persons and/or organizations as a result of such payment, or services or supplies rendered. Such subrogation rights shall extend and apply to any settlement of a claim, irrespective of whether litigation has been initiated. The Member shall promptly execute and deliver such instruments and papers with respect to such subrogation rights as may be requested by Florida Blue Medicare. Further, the Member shall promptly notify Florida Blue Medicare of any settlement negotiations prior to entering into a settlement agreement affecting any subrogation rights of Florida Blue Medicare. Additionally, in no event shall a Member fail to take any action where action is appropriate, or take any action that may prejudice the subrogation rights of Florida Blue Medicare. No waiver, release of liability,

settlement, or other documents executed by a Member without prior notice to and approval by Florida Blue Medicare shall be binding upon Florida Blue Medicare. In any event, Florida Blue Medicare retains the right to recover such payments and/or the reasonable value of the Covered Services provided from any person or organization to the fullest extent permitted by law. With respect to Covered Services provided, Florida Blue Medicare shall be entitled to reimbursement for the reasonable value of such Covered Services as determined on a fee-for-service basis.

SECTION 5 Notice about Florida Blue Medicare and the Blue Cross and Blue Shield Association

You as a member of this plan hereby expressly acknowledge your understanding that this plan constitutes a contract solely between you and Florida Blue Medicare, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Florida Blue Medicare to use the Blue Cross and Blue Shield Service Marks in the State of Florida, and that Florida Blue Medicare is not contracting as the agent of the Association. You further acknowledge and agree that you have not entered into this Plan based upon representations by any person other than Florida Blue Medicare and that no person, entity, or organization other than Florida Blue Medicare shall be held accountable or liable to you for any of Florida Blue Medicare’s obligations to you created under this Plan. This paragraph shall not create any additional obligations whatsoever on the part of Florida Blue Medicare other than those obligations created under other provisions of this agreement.

CHAPTER 12:

Definitions of important words

Ambulatory Surgical Center – An Ambulatory Surgical Center is an entity that operates exclusively for the purpose of furnishing outpatient surgical services to patients not requiring hospitalization and whose expected stay in the center does not exceed 24 hours.

Appeal – An appeal is something you do if you disagree with our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs you already received. You may also make an appeal if you disagree with our decision to stop services that you are receiving.

Assistance with Activities of Daily Living (ADLs) Component – Assistance with activities of daily living (ADLs) is defined as providing individual assistance with one or more of the following activities: ambulating, transferring, bathing, dressing, eating, grooming, and toileting.

Assistance with Instrumental Activities of Daily Living (IADLs) Component – Assistance with instrumental activities of daily living (IADLs) is defined as providing individual assistance with one or more of the following activities: shopping for personal items, making telephone calls, and managing money.

Benefit Period – The way that both our plan and Original Medicare measures your use of skilled nursing facility (SNF) services. A benefit period begins the day you go into a skilled nursing facility. The benefit period ends when you haven't received any inpatient hospital care for 60 days in a row. If you go into a skilled nursing facility after one benefit period has ended, a new benefit period begins. There is no limit to the number of benefit periods.

Brand Name Drug – A prescription drug that is manufactured and sold by the pharmaceutical company that originally researched and developed the drug. Brand name drugs have the same active-ingredient formula as the generic version of the drug. However, generic drugs are manufactured and sold by other drug manufacturers and are generally not available until after the patent on the brand name drug has expired.

Catastrophic Coverage Stage – The stage in the Part D Drug Benefit where you pay no or a low copayment or coinsurance for your drugs after you or other qualified parties on your behalf have spent $7,400 in covered drugs during the covered year.

Centers for Medicare & Medicaid Services (CMS) – The Federal agency that administers Medicare.

Chronic-Care Special Needs Plan - C-SNPs are SNPs that restrict enrollment to special needs individuals with specific severe or disabling chronic conditions, defined in 42 CFR 422.2. A C-A SNP must have specific attributes that go beyond the provision of basic Medicare Parts A and B services and care coordination that is required of all Medicare Advantage Coordinated Care Plans, in order to receive the special designation and marketing and enrollment accommodations provided to C-SNPs.

Coinsurance – An amount you may be required to pay, expressed as a percentage (for example 20%) as your share of the cost for services or prescription drugs after you pay any deductibles.

Complaint – The formal name for "making a complaint" is "filing a grievance." The complaint process is used *only* for certain types of problems. This includes problems related to quality of care, waiting times, and the customer service you receive. It also includes complaints if your plan does not follow the time periods in the appeal process.

Comprehensive Outpatient Rehabilitation Facility (CORF) – A facility that mainly provides rehabilitation services after an illness or injury, including physical therapy, social or psychological services, respiratory therapy, occupational therapy and speech-language pathology services, and home environment evaluation services.

Copayment (or "copay") – An amount you may be required to pay as your share of the cost for a medical service or supply, like a doctor's visit, hospital outpatient visit, or a prescription drug. A copayment is a set amount (for example $10), rather than a percentage.

Cost-Sharing – Cost-sharing refers to amounts that a member has to pay when services or drugs are received. (This is in addition to the plan's monthly premium.) Cost-sharing includes any combination of the following three types of payments: (1) any deductible amount a plan may impose before services or drugs are covered; (2) any fixed "copayment" amount that a plan requires when a specific service or drug is received; or (3) any "coinsurance" amount, a percentage of the total amount paid for a service or drug that a plan requires when a specific service or drug is received.

Cost-Sharing Tier – Every drug on the list of covered drugs is in one of five cost-sharing tiers. In general, the higher the cost-sharing tier, the higher your cost for the drug.

Coverage Determination – A decision about whether a drug prescribed for you is covered by the plan and the amount, if any, you are required to pay for the prescription. In general, if you bring your prescription to a pharmacy and the pharmacy tells you the prescription isn't covered under your plan, that isn't a coverage determination. You need to call or write to your plan to ask for a formal decision about the coverage. Coverage determinations are called "coverage decisions" in this document.

Covered Drugs – The term we use to mean all of the prescription drugs covered by our plan.

Covered Services – The term we use to mean all of the health care services and supplies that are covered by our plan.

Creditable Prescription Drug Coverage – Prescription drug coverage (for example, from an employer or union) that is expected to pay, on average, at least as much as Medicare's standard prescription drug coverage. People who have this kind of coverage when they become eligible for Medicare can generally keep that coverage without paying a penalty, if they decide to enroll in Medicare prescription drug coverage later.

Custodial Care – Custodial care is personal care provided in a nursing home, hospice, or other facility setting when you do not need skilled medical care or skilled nursing care. Custodial care, provided by people who do not have professional skills or training, includes help with activities of daily living like

bathing, dressing, eating, getting in or out of a bed or chair, moving around, and using the bathroom. It may also include the kind of health-related care that most people do themselves, like using eye drops. Medicare doesn't pay for custodial care.

Daily cost-sharing rate – A "daily cost-sharing rate" may apply when your doctor prescribes less than a full month's supply of certain drugs for you and you are required to pay a copayment. A daily cost-sharing rate is the copayment divided by the number of days in a month's supply. Here is an example: If your copayment for a one-month supply of a drug is $30, and a one-month's supply in your plan is 30 days, then your "daily cost-sharing rate" is $1 per day.

Deductible – The amount you must pay for health care or prescriptions before our plan pays.

Disenroll or Disenrollment – The process of ending your membership in our plan.

Dispensing Fee – A fee charged each time a covered drug is dispensed to pay for the cost of filling a prescription, such as the pharmacist's time to prepare and package the prescription.

Dual Eligible Special Needs Plans (D-SNP) – D-SNPs enroll individuals who are entitled to both Medicare (title XVIII of the Social Security Act) and medical assistance from a state plan under Medicaid (title XIX). States cover some Medicare costs, depending on the state and the individual's eligibility.

Dual Eligible Individual – A person who qualifies for Medicare and Medicaid coverage.

Durable Medical Equipment (DME) – Certain medical equipment that is ordered by your doctor for medical reasons. Examples include walkers, wheelchairs, crutches, powered mattress systems, diabetic supplies, IV infusion pumps, speech generating devices, oxygen equipment, nebulizers, or hospital beds ordered by a provider for use in the home.

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

Emergency Care – Covered services that are: (1) provided by a provider qualified to furnish emergency services; and (2) needed to treat, evaluate, or stabilize an emergency medical condition.

Evidence of Coverage (EOC) and Disclosure Information – This document, along with your enrollment form and any other attachments, riders, or other optional coverage selected, which explains your coverage, what we must do, your rights, and what you have to do as a member of our plan.

Exception – A type of coverage decision that, if approved, allows you to get a drug that is not on our formulary (a formulary exception), or get a non-preferred drug at a lower cost-sharing level (a tiering exception). You may also request an exception if our plan requires you to try another drug before

receiving the drug you are requesting, or if our plan limits the quantity or dosage of the drug you are requesting (a formulary exception).

Extra Help – A Medicare or a State program to help people with limited income and resources pay Medicare prescription drug program costs, such as premiums, deductibles, and coinsurance.

Generic Drug – A prescription drug that is approved by the Food and Drug Administration (FDA) as having the same active ingredient(s) as the brand name drug. Generally, a "generic" drug works the same as a brand name drug and usually costs less.

Grievance – A type of complaint you make about our plan, providers, or pharmacies, including a complaint concerning the quality of your care. This does not involve coverage or payment disputes.

Home Health Aide – A person who provides services that do not need the skills of a licensed nurse or therapist, such as help with personal care (e.g., bathing, using the toilet, dressing, or carrying out the prescribed exercises).

Hospice – A benefit that provides special treatment for a member who has been medically certified as terminally ill, meaning having a life expectancy of 6 months or less. We, your plan, must provide you with a list of hospices in your geographic area. If you elect hospice and continue to pay premiums you are still a member of our plan. You can still obtain all medically necessary services as well as the supplemental benefits we offer.

Hospital Inpatient Stay – A hospital stay when you have been formally admitted to the hospital for skilled medical services. Even if you stay in the hospital overnight, you might still be considered an "outpatient."

Income Related Monthly Adjustment Amount (IRMAA) – If your modified adjusted gross income as reported on your IRS tax return from 2 years ago is above a certain amount, you'll pay the standard premium amount and an Income Related Monthly Adjustment Amount, also known as IRMAA. IRMAA is an extra charge added to your premium. Less than 5% of people with Medicare are affected, so most people will not pay a higher premium.

Initial Coverage Limit – The maximum limit of coverage under the Initial Coverage Stage.

Initial Coverage Stage – This is the stage before your total drug costs including amounts you have paid and what your plan has paid on your behalf for the year have reached $4,660.

Initial Enrollment Period – When you are first eligible for Medicare, the period of time when you can sign up for Medicare Part A and Part B. If you're eligible for Medicare when you turn 65, your Initial Enrollment Period is the 7-month period that begins 3 months before the month you turn 65, includes the month you turn 65, and ends 3 months after the month you turn 65.

Institutional Special Needs Plan (SNP) – A plan that enrolls eligible individuals who continuously reside or are expected to continuously reside for 90 days or longer in a long-term care (LTC) facility. These

facilities may include a skilled nursing facility (SNF), nursing facility (NF), (SNF/NF), Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID), an inpatient psychiatric facility, and/or facilities approved by CMS that furnishes similar long-term, healthcare services that are covered under Medicare Part A, Medicare Part B, or Medicaid; and whose residents have similar needs and healthcare status to the other named facility types. An institutional Special Needs Plan must have a contractual arrangement with (or own and operate) the specific LTC facility(ies).

Institutional Equivalent Special Needs Plan (SNP) – A plan that enrolls eligible individuals living in the community but requiring an institutional level of care based on the State assessment. The assessment must be performed using the same respective State level of care assessment tool and administered by an entity other than the organization offering the plan. This type of Special Needs Plan may restrict enrollment to individuals that reside in a contracted assisted living facility (ALF) if necessary to ensure uniform delivery of specialized care.

List of Covered Drugs (Formulary or "Drug List") – A list of prescription drugs covered by the plan.

Low Income Subsidy (LIS) – See "Extra Help."

Maximum Out-of-Pocket Amount – The most that you pay out-of-pocket during the calendar year for covered Part A and Part B services. Amounts you pay for your plan premiums, Medicare Part A and Part B premiums, and prescription drugs do not count toward the maximum out-of-pocket amount. If you are eligible for Medicare cost-sharing assistance under Medicaid, you are not responsible for paying any out-of-pocket costs toward the maximum out-of-pocket amount for covered Part A and Part B services. (**Note:** Because our members also get assistance from Medicaid, very few members ever reach this out-of-pocket maximum.)

Medicaid (or Medical Assistance) – A joint Federal and State program that helps with medical costs for some people with low incomes and limited resources. State Medicaid programs vary, but most health care costs are covered if you qualify for both Medicare and Medicaid.

Medically Accepted Indication – A use of a drug that is either approved by the Food and Drug Administration or supported by certain reference books.

Medically Necessary – Services, supplies, or drugs that are needed for the prevention, diagnosis, or treatment of your medical condition and meet accepted standards of medical practice.

Medicare – The Federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant).

Medicare Advantage Open Enrollment Period – The time period from January 1 until March 31 when members in a Medicare Advantage plan can cancel their plan enrollment and switch to another Medicare Advantage plan, or obtain coverage through Original Medicare. If you choose to switch to Original Medicare during this period, you can also join a separate Medicare prescription drug plan at that time.

The Medicare Advantage Open Enrollment Period is also available for a 3-month period after an individual is first eligible for Medicare.

Medicare Advantage (MA) Plan – Sometimes called Medicare Part C. A plan offered by a private company that contracts with Medicare to provide you with all your Medicare Part A and Part B benefits. A Medicare Advantage Plan can be an i) HMO, ii) PPO, a iii) Private Fee-for-Service (PFFS) plan, or a iv) Medicare Medical Savings Account (MSA) plan. Besides choosing from these types of plans, a Medicare Advantage HMO or PPO plan can also be a Special Needs Plan (SNP). In most cases, Medicare Advantage Plans also offer Medicare Part D (prescription drug coverage). These plans are called **Medicare Advantage Plans with Prescription Drug Coverage.**

Medicare Cost Plan – A Medicare Cost Plan is a plan operated by a Health Maintenance Organization (HMO) or Competitive Medical Plan (CMP) in accordance with a cost-reimbursed contract under section 1876(h) of the Act.

Medicare Coverage Gap Discount Program – A program that provides discounts on most covered Part D brand name drugs to Part D members who have reached the Coverage Gap Stage and who are not already receiving "Extra Help." Discounts are based on agreements between the Federal government and certain drug manufacturers.

Medicare-Covered Services – Services covered by Medicare Part A and Part B. All Medicare health plans must cover all of the services that are covered by Medicare Part A and B. The term Medicare-Covered Services does not include the extra benefits, such as vision, dental or hearing, that a Medicare Advantage plan may offer.

Medicare Health Plan – A Medicare health plan is offered by a private company that contracts with Medicare to provide Part A and Part B benefits to people with Medicare who enroll in the plan. This term includes all Medicare Advantage Plans, Medicare Cost Plans, Demonstration/Pilot Programs, and Programs of All-inclusive Care for the Elderly (PACE).

Medicare Prescription Drug Coverage (Medicare Part D) – Insurance to help pay for outpatient prescription drugs, vaccines, biologicals, and some supplies not covered by Medicare Part A or Part B.

"Medigap" (Medicare Supplement Insurance) Policy – Medicare supplement insurance sold by private insurance companies to fill "gaps" in Original Medicare. Medigap policies only work with Original Medicare. (A Medicare Advantage Plan is not a Medigap policy.)

Member (Member of our Plan, or "Plan Member") – A person with Medicare who is eligible to get covered services, who has enrolled in our plan and whose enrollment has been confirmed by the Centers for Medicare & Medicaid Services (CMS).

Member Services – A department within our plan responsible for answering your questions about your membership, benefits, grievances, and appeals.

Network Pharmacy – A pharmacy that contracts with our plan where members of our plan can get their prescription drug benefits. In most cases, your prescriptions are covered only if they are filled at one of our network pharmacies.

Network 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."

Office Visit – A visit for covered services to your PCP, specialist, other plan provider or non-plan provider upon referral.

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 like Medicare Advantage Plans and prescription drug plans. Under Original Medicare, Medicare services are covered by paying doctors, hospitals, and other health care providers payment amounts established by Congress. You can see any doctor, hospital, or other health care provider that accepts Medicare. You must pay the deductible. Medicare pays its share of the Medicare-approved amount, and you pay your share. Original Medicare has two parts: Part A (Hospital Insurance) and Part B (Medical Insurance) and is available everywhere in the United States.

Out-of-Network Pharmacy – A pharmacy that does not have a contract with our plan to coordinate or provide covered drugs to members of our plan. Most drugs you get from out-of-network pharmacies are not covered by our plan unless certain conditions apply.

Out-of-Network Provider or Out-of-Network Facility – A provider or facility that does not have a contract with our plan to coordinate or provide covered services to members of our plan. Out-of-network providers are providers that are not employed, owned, or operated by our plan.

Out-of-Pocket Costs – See the definition for "cost-sharing" above. A member's cost-sharing requirement to pay for a portion of services or drugs received is also referred to as the member's "out-of-pocket" cost requirement.

PACE plan – A PACE (Program of All-Inclusive Care for the Elderly) plan combines medical, social, and long-term care (LTC) services for frail people to help people stay independent and living in their community (instead of moving to a nursing home) as long as possible. People enrolled in PACE plans receive both their Medicare and Medicaid benefits through the plan.

Part C – see "Medicare Advantage (MA) Plan."

Part D – The voluntary Medicare Prescription Drug Benefit Program.

Part D Drugs – Drugs that can be covered under Part D. We may or may not offer all Part D drugs. Certain categories of drugs have been excluded from Part D coverage by Congress. Certain categories of Part D drugs must be covered by every plan.

Part D Late Enrollment Penalty – An amount added to your monthly premium for Medicare drug coverage if you go without creditable coverage (coverage that is expected to pay, on average, at least as much as standard Medicare prescription drug coverage) for a continuous period of 63 days or more after you are first eligible to join a Part D plan. If you lose Extra Help, you may be subject to the late enrollment penalty if you go 63 days or more in a row without Part D or other creditable prescription drug coverage.

Preferred Provider Organization (PPO) Plan – A Preferred Provider Organization plan is a Medicare Advantage Plan that has a network of contracted providers that have agreed to treat plan members for a specified payment amount. A PPO plan must cover all plan benefits whether they are received from network or out-of-network providers. Member cost-sharing will generally be higher when plan benefits are received from out-of-network providers. PPO plans have an annual limit on your out-of-pocket costs for services received from network (preferred) providers and a higher limit on your total combined out-of-pocket costs for services from both network (preferred) and out-of-network (non-preferred) providers.

Premium – The periodic payment to Medicare, an insurance company, or a health care plan for health or prescription drug coverage.

Primary Care Provider (PCP) – The doctor or other provider you see first for most health problems. In many Medicare health plans, you must see your primary care provider before you see any other health care provider.

Prior Authorization – Approval in advance to get services or certain drugs Covered services that need prior authorization are marked in the Medical Benefits Chart in Chapter 4. Covered drugs that need prior authorization are marked in the formulary.

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.

Quantity Limits – A management tool that is designed to limit the use of selected drugs for quality, safety, or utilization reasons. Limits may be on the amount of the drug that we cover per prescription or for a defined period of time.

Referral – Your PCP's approval for you to see a certain plan specialist or to receive certain covered services from plan providers.

Rehabilitation Services – These services include physical therapy, speech and language therapy, and occupational therapy.

Service Area – A geographic area where you must live to join a particular health plan. For plans that limit which doctors and hospitals you may use, it's also generally the area where you can get routine (non-emergency) services. The plan must disenroll you if you permanently move out of the plan's service area.

Skilled Nursing Facility (SNF) Care – Skilled nursing care and rehabilitation services provided on a continuous, daily basis, in a skilled nursing facility. Examples of care include physical therapy or intravenous injections that can only be given by a registered nurse or doctor.

Special Enrollment Period – A set time when members can change their health or drug plans or return to Original Medicare. Situations in which you may be eligible for a Special Enrollment Period include: if you move outside the service area, if you are getting "Extra Help" with your prescription drug costs, if you move into a nursing home, or if we violate our contract with you.

Special Needs Plan – A special type of Medicare Advantage Plan that provides more focused health care for specific groups of people, such as those who have both Medicare and Medicaid, who reside in a nursing home, or who have certain chronic medical conditions.

Specialist – A doctor who provides health care services for a specific disease or part of the body. Examples include oncologists (care for cancer patients), cardiologists (care for the heart), and orthopedists (care for the bones).

Standard Cost Sharing – Standard cost-sharing is cost-sharing other than preferred cost-sharing offered at a network pharmacy.

Standard Retail Pharmacy – A network pharmacy that offers covered drugs to members of our plan at higher cost-sharing levels than at a network preferred retail pharmacy.

Step Therapy – A utilization tool that requires you to first try another drug to treat your medical condition before we will cover the drug your physician may have initially prescribed.

Supplemental Security Income (SSI) – A monthly benefit paid by Social Security to people with limited income and resources who are disabled, blind, or age 65 and older. SSI benefits are not the same as Social Security benefits.

Urgently Needed Services – Covered services that are not emergency services, provided when the network providers are temporarily unavailable or inaccessible or when the enrollee is out of the service area. For example, you need immediate care during the weekend. Services must be immediately needed and medically necessary.

BlueMedicare Complete Member Services

Method	Member Services – Contact Information
CALL	**1-800-926-6565** Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays. Member Services also has free language interpreter services available for non-English speakers.
TTY	**1-800-955-8770** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking. Calls to this number are free. Our hours are 8:00 a.m. to 8:00 p.m. local time, seven days a week, from October 1 through March 31, except for Thanksgiving and Christmas. From April 1 through September 30, our hours are 8:00 a.m. to 8:00 p.m. local time, Monday through Friday, except for major holidays.
FAX	**1-305-716-9333**
WRITE	Florida Blue Medicare D-SNP Member Services P.O. Box 45296 Jacksonville, FL 32232-5296
WEBSITE	**www.floridablue.com/medicare**

SHINE (Florida SHIP)

SHINE is a state program that gets money from the Federal government to give free local health insurance counseling to people with Medicare.

Method	Contact Information
CALL	**1-800-963-5337**
TTY	**1-800-955-8770** This number requires special telephone equipment and is only for people who have difficulties with hearing or speaking.
WRITE	SHINE Program Department of Elder Affairs 4040 Esplanade Way, Suite 270 Tallahassee, FL 32399-7000
WEBSITE	**www.FLORIDASHINE.org**

PRA Disclosure Statement *According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-1051. If you have comments or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.*