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# Summary of Benefits

## 2026

*Your health care coverage through the  
Minnesota Public Employees Insurance Program*

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**PEIP Advantage Health Plan**  
**High Option**

This document is current as of January 1, 2026



To Participants in the Public Employees Insurance Program Advantage Health Plans:

This important reference document provides a detailed description of the medical coverage available to You through the Minnesota PEIP Advantage Health Plan (“Advantage” or “Plan”) and information on the pharmacy benefit structure administered through CVS Caremark. It also details the levels of cost-sharing including different office visit Copayment levels depending upon the cost level assignment of the Primary Care Clinic selected and whether services are received within the Advantage Plan service area. Finally, this document is Your source for information on eligibility provisions and Your rights to continue these benefits for a limited period when coverage terminates for You or one of Your dependents.

Take a moment to understand the cost-sharing provisions of Advantage that are described in the Summary of Benefits. These include the Copayments, Coinsurance, and Deductibles applicable to the cost level of Your Primary Care Clinic.

If You have questions about Your coverage, You may call a Customer Service Representative at your Health Plan Administrator at one of the following numbers. Also included is the number for CVS Caremark, the Plan’s pharmacy benefit manager.

Blue Cross and Blue Shield MN	(651) 662-9930 or (866) 286-2948
HealthPartners	(952) 883-5000 or (800) 883-2177
CVS Caremark	(844) 205-8475

## 2026 PEIP Advantage Health Plan High Option Schedule of Benefits

2026 Benefit Provision	Cost Level 1 - You Pay	Cost Level 2 - You Pay	Cost Level 3 - You Pay	Cost Level 4 - You Pay
<b>A. Preventive Care Services</b> <ul style="list-style-type: none"> <li>Routine medical exams, cancer screening</li> <li>Child health preventive services, routine immunizations</li> <li>Prenatal and postnatal care and exams</li> <li>Adult immunizations</li> <li>Routine eye and hearing exams</li> </ul>	Nothing	Nothing	Nothing	Nothing
<b>B. Annual First Dollar Deductible</b> (single/family)	\$250 / 500	\$400 / 800	\$750 / 1,500	\$1,500 / 3,000
<b>C. Office visits for Illness/Injury, for Outpatient Physical, Occupational or Speech Therapy, e-visits, and Urgent Care</b> <ul style="list-style-type: none"> <li>Outpatient visits in a physician's office or telemedicine</li> <li>Chiropractic services</li> </ul> Urgent Care clinic visits (in or out of service area and In- or Out of-Network)	\$35 copay per visit Annual deductible applies	\$40 copay per visit Annual deductible applies	\$70 copay per visit Annual deductible applies	\$90 copay per visit Annual deductible applies
<b>C1. Office visits for mental health and Substance Use Disorder</b> Outpatient visits only in a provider's office, e-visits, or telemedicine	\$0 copay per visit not subject to Annual deductible	\$0 copay per visit not subject to Annual deductible	\$40 copay per visit Annual deductible applies	\$60 copay per visit Annual deductible applies
<b>D. In-Network Convenience/Retail Clinics (in person or virtual care). See summary for covered virtual care providers</b>	\$0 copay not subject to Annual deductible	\$0 copay not subject to Annual deductible	\$0 copay not subject to Annual deductible	\$0 copay not subject to Annual deductible
<b>E. Emergency Care (in or out of network)</b> <ul style="list-style-type: none"> <li>Emergency care received in a hospital emergency room</li> </ul>	\$100 copay not subject to Annual deductible	\$125 copay not subject to Annual deductible	\$150 copay not subject to Annual deductible	\$350 copay not subject to Annual deductible
<b>F. Inpatient Hospital</b> (copayment waived for admission to Center of Excellence)	\$100 copay Annual deductible applies	\$200 copay Annual deductible applies	\$500 copay Annual deductible applies	25% coinsurance Annual deductible applies
<b>G. Outpatient Surgery Copay</b>	\$60 copay Annual deductible applies	\$120 copay Annual deductible applies	\$250 copay Annual deductible applies	25% coinsurance Annual deductible applies
<b>H. Hospice and Skilled Nursing Facility</b>	Nothing	Nothing	Nothing	Nothing
<b>I. Prosthetics, Durable Medical Equipment</b>	20% coinsurance not subject to Annual deductible	20% coinsurance not subject to Annual deductible	20% coinsurance not subject to Annual deductible	25% coinsurance Annual deductible applies

<b>J. Lab</b> (including allergy shots), <b>Pathology, and X-ray</b> (not included as part of preventive care and not subject to office visit or facility copayments)	10% coinsurance Annual deductible applies	10% coinsurance Annual deductible applies	20% coinsurance Annual deductible applies	25% coinsurance Annual deductible applies
<b>K. MRI/CT Scans</b>	10% coinsurance Annual deductible applies	15% coinsurance Annual deductible applies	25% coinsurance Annual deductible applies	30% coinsurance Annual deductible applies
<b>L. Other expenses not covered in A-K above, including but not limited to:</b> <ul style="list-style-type: none"> <li>• Ambulance</li> <li>• Home Health Care</li> <li>• Outpatient Hospital Services (non-surgical) <ul style="list-style-type: none"> <li>• Radiation/chemotherapy</li> <li>• Dialysis</li> <li>• Day treatment for mental health and Substance Use Disorder</li> <li>• Other diagnostic or Treatment related outpatient services</li> </ul> </li> </ul>	5% coinsurance Annual deductible applies	5% coinsurance Annual deductible applies	20% coinsurance Annual deductible applies	25% coinsurance Annual deductible applies
<b>M. Prescription Drugs</b> 30-day supply of Tier 1, Tier 2, or Tier 3 prescription drugs Note: all Tier 1 generic and select branded oral contraceptives are covered at no cost.	Tier 1 - \$18 Tier 2 - \$30 Tier 3 - \$55	Tier 1 - \$18 Tier 2 - \$30 Tier 3 - \$55	Tier 1 - \$18 Tier 2 - \$30 Tier 3 - \$55	Tier 1 - \$18 Tier 2 - \$30 Tier 3 - \$55
<b>N. Plan Maximum Out-of-Pocket Expense for Prescription Drugs</b> (single/family)	\$1,050 / 2,100	\$1,050 / 2,100	\$1,050 / 2,100	\$1,050 / 2,100
<b>O. Plan Maximum Out-of-Pocket Expense</b> (excluding prescription drugs) (single/family)	\$1,700 / 3,400 Combined In- and Out-of-Area services	\$1,700 / 3,400 Combined In- and Out-of-Area services	\$2,400 / 4,800 Combined In- and Out-of-Area services	\$3,600 / 7,200 Combined In- and Out-of-Area services

**Important note:** this chart describes coverage **within the PEIP Advantage Plan's service area**. Covered Out-of-Area services have a different cost-sharing structure: claims will be processed like Cost Level 3, with the out-of-pocket maximums described in section O above and with a separate out-of-area deductible (\$750 single/\$1,500 family). Most care must be received within the national network of the selected health plan administrator. Members pay the drug copayment described in section M above to the out-of-pocket maximum described in section N. This Plan uses an embedded deductible: if any family member reaches the individual deductible, then the deductible is satisfied for that family member. If any combination of family members reaches the family deductible, then the deductible is satisfied for the entire family.

The Advantage Plan offers a standard set of benefits regardless of the selected health plan administrator. There are differences in how each health plan administrator administers the benefits, including the transplant benefit, in the referral and diagnosis coding patterns of primary care clinics, and in the definition of Allowed Amount.

# Introduction

This Summary of Benefits describes Your medical and pharmacy coverage under the PEIP Advantage Health Plan (the “Plan”). It describes the eligibility provisions of the Plan, the events which can cause You to lose coverage, and Your rights to continue coverage when You or Your dependents are no longer eligible to participate in the Plan. You will find a description of the medical and pharmacy benefits covered under the Plan in this Summary of Benefits, including Treatment of Illness and injury through office visits, surgical procedures, Hospitalizations, lab tests, mental health and substance use disorder programs, Prescription Drugs, therapy, and other Treatment methods. You will also read about the levels of coverage under the Plan, the Deductibles, Coinsurance and Copayments that are Your responsibility and the requirements for pre-authorization and case management which apply to certain benefit coverages. This booklet also explains which events during the year might allow You to add a dependent or modify Your coverage.

There are two companies which administer medical benefits under the Plan: Blue Cross and Blue Shield of Minnesota (BCBSMN) and HealthPartners (HP). At the annual Open Enrollment, You have the opportunity to disenroll or enroll in coverage, change to single or family coverage, add or drop an eligible dependent, as well as select your health plan design (if more than one is offered by your employer), and the Health Plan Administrator You want to use for the year. CVS Caremark is the pharmacy benefit manager for the Advantage Plan regardless of the Health Plan Administrator you select.

For further information, please contact PEIP / Innovo, or Your human resources office. You may also contact the Health Plan Administrator You have selected or the Plan’s pharmacy benefit manager:

## **BLUE CROSS AND BLUE SHIELD**

Blue Cross and Blue Shield of Minnesota  
3400 Yankee Drive  
Eagan, MN 55122  
(651) 662-9930  
(866) 286-2948  
TTY (651) 662-8700  
TDD (888) 878-0137

## **PEIP / Innovo Benefits**

7805 Telegraph Road, Suite 110  
Bloomington, MN 55438-3410  
(952) 746-3101

## **HEALTHPARTNERS**

HealthPartners Administrators, Inc.  
8170 - 33rd Avenue South  
P.O. Box 1309  
Minneapolis, MN 55440-1309  
(952) 883-5000  
(800) 883-2177  
TTY (952) 883-5127

## **CVS Caremark**

P.O. Box 52136  
Phoenix, AZ 85072-2136  
(844) 205-8475

## Specific information about the Plan

<b>Employer:</b>	Your employer
<b>Name of the Plan:</b>	The Plan shall be known as the Minnesota Public Employees Insurance Program (PEIP) Advantage Health Plan which provides medical benefits to certain eligible participants and their dependents.
<b>Address of the Plan:</b>	State of Minnesota Minnesota Management and Budget Employee Insurance - PEIP 400 Centennial Office Building 658 Cedar Street St. Paul, MN 55155
<b>Plan Year:</b>	The Plan year begins with the date designated by the Plan Sponsor.
<b>Plan Sponsor:</b>	Your employer sponsors its employee benefit plan
<b>Agent for Service of Legal Process:</b>	Galen Benshoof, Director Minnesota Management and Budget Employee Insurance 400 Centennial Office Building 658 Cedar Street St. Paul, MN 55155
<b>Funding:</b>	Claims under the Plan are paid from the assets of a trust established through a combination of contributions from you, your employer, and PEIP.

**Health Plan Administrators:****BLUE CROSS AND BLUE SHIELD**

Blue Cross and Blue Shield of Minnesota  
3400 Yankee Drive  
Eagan, MN 55122  
(651) 662-9930  
(866) 286-2948  
TTY (651) 662-8700  
TDD (888) 878-0137

**Pharmacy Benefit Manager**

CVS Caremark  
P.O. Box 52136  
Phoenix, AZ 85072-2136  
(844) 205-8475

**HEALTHPARTNERS**

HealthPartners Administrators, Inc.  
8170 - 33rd Avenue South  
P.O. Box 1309  
Minneapolis, MN 55440-1309  
(952) 883-5000  
(800) 883-2177  
TTY (952) 883-5127

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# **I. Member bill of rights for network services**

## **RIGHTS OF MEMBERS**

1. Members have the right to available and accessible services including emergency services 24 hours a day and seven days a week.
2. Members have the right to be informed of health problems, and to receive information regarding Treatment alternatives and risks which is sufficient to assure informed choice.
3. Members have the right to refuse Treatment, and the right to privacy of medical or dental and financial records maintained by the Plan manager, the sponsor and health care Providers, in accordance with existing law.
4. Medicare enrollees have the right to voluntarily disenroll from the Plan and the right not to be requested or encouraged to disenroll, except in circumstances specified in federal law.
5. Medicare enrollees have the right to a clear description of nursing home and home care benefits covered under the Plan.
6. Members have the right to an external review of denied claims or services if the Member's claim is denied initially and receives an adverse determination at all levels of internal appeal to the Health Plan Administrator (refer to Section XIII).

## **RESPONSIBILITIES OF MEMBERS**

1. Read this Summary of Benefits and the enrollment materials completely and comply with the stated rules and limitations.
2. Contact Providers to arrange for necessary medical appointments.
3. Pay any applicable Copayments, Deductibles, and coinsurance as stated in this Summary of Benefits.
4. Identify Yourself as an Advantage Plan Member by presenting Your identification card whenever You receive Covered Services under the Plan.

# **II. Coverage Information**

## **A. Introduction to Your coverage**

Your employer has established a Group Health Plan ("the Plan") to provide medical benefits for covered contract holders and their covered dependents ("Members"). This Plan is a 'self-funded' medical plan. Benefits are provided jointly by your employer and PEIP and are funded through a combination of contributions from you, your employer, and PEIP. The Plan is described in this Summary of Benefits ("SB"). The Plan has contracted with Blue Cross and Blue Shield and HealthPartners to provide a network of health care Providers, claims processing, pre-certification, and other administrative services. The Plan has also contracted with CVS Caremark to manage pharmacy benefits associated with the Plan. However, the Plan is solely responsible for payment of Your eligible claims.

PEIP reserves the right to change or terminate the Plan. This includes, but is not limited to, changes to Deductibles, Copayments, Coinsurance, Out-of-Pocket Maximums, benefits payable, and any other terms or conditions of the Plan. The decision to change the Plan may be due to changes in federal or state laws governing

health and welfare benefits, or for any other reason. The Plan may be changed to transfer the Plan's liabilities to another Plan, or the Plan may be split into two or more parts.

The Plan has the power to delegate specific duties and responsibilities. Any delegation by the Plan may allow further delegations by such individuals or entities to whom the delegation has been made. Any delegation may be rescinded by the Sponsor at any time. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for only those duties or responsibilities and shall not be responsible for any act or failure to act of any other individual or entity.

PEIP reserves the right to terminate or modify Pilot Programs, such as the Travel Benefit, with a 60-day notice.

## **1. Health Plan Administrators**

Blue Cross and Blue Shield and HealthPartners provide certain administrative services in connection with the Plan. As external administrators, Blue Cross and Blue Shield and HealthPartners are referred to as the Health Plan Administrators. CVS Caremark is the Pharmacy Benefit Manager for the Advantage Plan's pharmacy benefits. The Health Plan Administrator may arrange for additional parties to provide certain administrative services, including claim processing services, subrogation, utilization management, medical management, and complaint resolution assistance. The Health Plan Administrator has the discretionary authority to determine a Member's entitlement to benefits under the terms of the Plan including the authority to determine the amount of payment for claims submitted and to constitute the terms of each Plan. However, the Health Plan Administrator may not make modifications or amendments to the Plan. Eligible services are covered only when Medically Necessary for the Treatment of a Member. Decisions about medical necessity, restrictions on access, and appropriateness of Treatment are made by the Health Plan Administrator's medical director or their designee.

## **2. Summary of Benefits ("SB")**

This SB is Your description of the PEIP Advantage Health Plan ("the Plan"). It describes the Plan's benefits and limitations for Your health care coverage. Read this entire SB carefully. Many of its provisions are interrelated; reading just one or two provisions may give You incomplete information regarding Your rights and responsibilities under the Plan. Many of the terms used in the SB have special meanings and are specifically defined in the SB and are capitalized.

Included in this SB is a Benefit Chart that states the amount of cost sharing associated with Covered Services. Amendments that are included with this SB or posted for You at a later date are fully made a part of this SB.

This Plan is maintained exclusively for covered participants and their covered dependents. Each Member's rights under the Plan are legally enforceable.

## **3. Financial and Administrative Service Agreement**

This SB, together with the signed Financial and Administrative Services Agreement between PEIP and the Health Plan Administrators, constitutes the entire agreement between the Health Plan Administrators and PEIP. A version of the Financial and Administrative Services Agreement is available for inspection at the Employee Insurance Section of Minnesota Management and Budget (MMB).

#### **4. Your Identification Card**

The Health Plan Administrator issues an identification (ID) card to Members containing coverage information. Verify the information on the ID card and notify the Customer Service Unit of the Health Plan Administrator if there are errors. If the Primary Care Clinic (PCC) on Your ID card is incorrect, contact the Health Plan Administrator immediately. Changes to PCC designation within your Health Plan Administrator can be made immediately upon request. Changes are prospective, not retroactive. Be certain to verify the information on your card so you do not incur unpaid claims.

In addition, it is important that Your name is spelled correctly and that Your identification number is correct. If any ID card information is incorrect, claims or bills for Your health care may be delayed or temporarily denied.

You will also receive an identification card from CVS Caremark, which must be used when receiving pharmacy services.

You must show Your ID card every time You request health care or pharmacy services from participating Providers. If You do not show Your card, the participating Provider may not know You are an Advantage Plan Member and may incorrectly bill You for the services.

#### **5. Provider Directory**

A Provider directory is available through the PEIP website (<https://www.innovomn.com>), listing the participating PCC facilities available to You within the Advantage Plan's service area. Access requirements may vary according to the PCC You select. Emergency care is available 24 hours a day, seven days a week.

#### **6. Conflict with Existing Law**

If any provision of this SB conflicts with applicable law, only that provision is hereby amended to conform to the minimum requirements of the law.

#### **7. Records**

Certain facts are needed for Plan administration, claims processing, utilization management, quality assessment, and case management. By enrolling for coverage under the Plan, You authorize and direct any person or institution that has provided services to You to furnish the Plan or any of its agents or designees at any reasonable time, upon its request, any and all information and records or copies of records relating to the services provided to You. Upon obtaining Your signed and dated consent, the Plan or its agents or designees will have the right to release any and all records concerning health care services, which are necessary to implement and administer the terms of the Plan or for appropriate medical review or quality assessment. Upon obtaining Your signed and dated consent, the Plan and its agents or designees will maintain confidentiality of such information in accordance with existing law. This authorization applies to You and each dependent, regardless of whether each dependent signs the application for enrollment. (Also refer to Section XVIII, Medical Data Privacy.)

#### **8. Clerical Error**

You will not be deprived of coverage under the Plan because of a clerical error. However, You will not be eligible for coverage beyond what is provided in the Benefit Schedule or beyond the scheduled termination of Your coverage because of a failure to record the termination.

## **B. COVERAGE DESCRIPTION**

### **1. How to Obtain Health Care Services**

Each contract holder participating in the PEIP Advantage Health Plan elects a Health Plan Administrator and a Primary Care Clinic (PCC) during their initial enrollment. Each PCC is associated with a Health Plan Administrator (Blue Cross and Blue Shield or HealthPartners). Dependents may be enrolled in Primary Care Clinics that are in different Cost Levels, but they must be enrolled through the same Health Plan Administrator as the contract holder.

Under Minn. Stat. § 62A.59, health plan administrators are prohibited from retrospectively denying or limiting coverage for health care services that did not require prior authorization at the time they were provided, unless there is evidence that the service was obtained through fraud or misinformation. Additionally, if a service required prior authorization but was delivered without it, the health plan administrator may not deny or reduce coverage solely due to the absence of prior authorization, provided the service would have been covered had the authorization been properly obtained.

### **2. Services From Your Primary Care Clinic (PCC)**

Your PCC will provide, or arrange through referral to a participating Provider, all Medically Necessary health care services. In general, Your PCC will not make a referral for services that Your PCC can provide. For information regarding referrals, refer to “Referrals from Your Primary Care Clinic within the PEIP Advantage Plan service area,” following this section. If You do not select a PCC, the Health Plan Administrator may assign a PCC for You.

The Plan requires the designation of a Primary Care Clinic. You have the right to designate any Primary Care Clinic that participates in the PEIP Advantage Plan network of the Health Plan Administrator You have chosen and that is available to accept You or Your family Members. Under certain circumstance until You make this designation, the Health Plan Administrator may designate one for You. For information on how to select a Primary Care Clinic, and for a list of the participating Primary Care Clinics, contact the Health Plan Administrators listed on page 1. Clinics outside of the Advantage Plan’s service area and in the National Network of your selected Health Plan Administrator will be paid at the out of area benefit level. Refer to Section V. “Benefit Coverage outside of the Advantage Plan Service Area for more information.

If You have qualified dependents covered by this Plan, each family Member may choose their own PCC, but the PCC must be offered through Your Health Plan Administrator.

Female employees and/or covered female dependents may obtain direct access without a referral or any other Prior Authorization from their Primary Care Clinic (PCC) or any other person to an obstetrical or gynecological health care professional in the network of Your chosen Health Plan Administrator who specializes in obstetrics or gynecology for the following services: annual preventive health examinations and any Medically Necessary follow-up visits, maternity care, evaluation and necessary Treatment for gynecologic conditions or emergencies. The health care professional, however, may be required to comply with certain procedures, including obtaining Prior Authorization for certain services, following a pre-approved Treatment Plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact Your chosen Health Plan Administrator.

You also have the option of self-referring to a mental health or substance use disorder care Provider, vision care Provider, or chiropractor who participates in the self-referral network of the Health Plan Administrator You have selected. Refer to Your Provider directory or call your Health Plan Administrator with questions regarding self-referral. **Providers in such self-referral networks do not have referral authority.** For children, you may designate a participating pediatrician as the primary care provider.

Refer to Maternity, Physician Services, and Preventive Care for a description of services that can be obtained without a referral. A listing of the eligible Providers in the network associated with Your PCC is available from the Health Plan Administrator.

You are responsible for notifying Your PCC of any cancellation of appointments in a timely manner. If You miss or cancel an office visit less than 24 hours before an appointment, Your PCC may bill You for an office Copay for the service; such Copay would not be covered by the Plan.

### **3. Referrals From Your Primary Care Clinic within the PEIP Advantage Plan Service Area**

Your PCC determines when Hospitalization or the services of another Plan Provider are necessary. If You require Hospitalization, Your PCC will arrange for Your care and notify the Health Plan Administrator that Your Admission has been scheduled. When You need to see a specialist, Your PCC will notify the Health Plan Administrator of the referral by submitting the name of the specialist, the number of authorized visits, and the length of time allowed for those visits. **Providers to whom You are referred do not have further referral authority.** Be sure to follow these referral protocols carefully, whether for an inpatient or outpatient service, to ensure that your claim is covered correctly. Contact your PCC if you have questions about your admission, the facility to which you have been directed, or the specialist to whom you have been referred.

You may apply for a standing referral to a health care Provider who is a specialist if a referral to a specialist is required for coverage. Your PCC must refer You to the specialist and remains responsible for coordinating Your care.

Coverage will be provided only for the services outlined in the written referral or standing referral authorization.

A standing Referral may be granted for no more than 365 days – it may not be open-ended. The standing Referral can never cover a period longer than the member's enrollment. When a standing Referral expires, the primary care doctor or clinic may establish another standing Referral.

If a patient who has a Referral or standing Referral changes PCC, the Referral or standing Referral expires as of the date of the clinic change. The patient's new primary care doctor or clinic must establish a new Referral or standing Referral.

When a referral for care is made in advance by Your PCC, coverage is provided according to the terms of this SB. The referral will indicate a length of time for approval. Any service not performed in the specified time frame will need to be re-referred.

Referrals are not given to accommodate personal preference, family convenience, geographical location, or other non-medical reasons. Your PCC is not obligated to refer services that You have chosen to receive outside Your PCC without Your PCC's approval. If You request a referral, and that request is denied, You may appeal directly to the Health Plan Administrator. Call Your Health Plan Administrator's Customer Service for direction.

If You change Your PCC, referrals from Your former PCC are invalid after the date of the change. Your new PCC will determine the necessity of any further referrals.

All referrals to non-participating Providers, except for emergency services and urgent care center services and those services specified at Section IV.D., require approval prior to the service.

#### **4. Charges That Are Your Responsibility**

When You use Your PCC, You are responsible for:

- I. Copayments;
- II. Deductibles and Coinsurance;
- III. Charges for non-Covered Services; and
- IV. Charges for services that are Investigative or not Medically Necessary.

#### **5. Services within the PEIP Advantage Plan Service Area Not Authorized by The Primary Care Clinic For You Or Your Dependent**

Except for the services listed in Sections II.B.7. and IV.D., there is NO COVERAGE for non-emergency and non-urgent services not authorized by Your Primary Care Clinic, and You must pay all charges.

#### **6. Unauthorized Provider Services Received by a Nonparticipating Provider at Participating Facilities**

There may be circumstances where you require medical or surgical care and you do not have the opportunity to select the Provider of care. For example, some Hospital-based Providers (e.g., anesthesiologists) or independent Lab Providers may not be Participating Providers. Typically, when you receive care from Nonparticipating Providers, you are responsible for the difference between the Allowed Amount and the Provider's billed charges (balance billing). However, in circumstances where you needed care such as in a participating hospital and were not able to choose the Provider who rendered such care (Nonparticipating Providers in a participating hospital or your Physician sending lab samples to a Nonparticipating Lab), Minn. Stat. Sec. 62Q.556 and the No Surprises Act federal regulation provides that you may not be responsible for any amounts above what would have been required to pay (such as cost sharing and deductibles) had you used a Participating Provider, unless you gave advance written consent to the Nonparticipating Provider. If you receive a bill from a Nonparticipating Provider while using a participating hospital or facility, and you did not provide written consent to receive the Nonparticipating Provider's Services, you should submit the bill to your Health Plan Administrator for processing. If you have questions, call the Member Service number on the back of your card. The extent of reimbursement in certain Medical Emergency circumstances may also be subject to state and federal law – refer to "Emergency and Urgent Care" for coverage of benefits.

#### **7. Emergency Medical Care and Notification of Emergency Admission**

**Be prepared for the possibility of an emergency before the need arises by knowing Your Primary Care Clinic procedures.** Determine the telephone number to call, the Hospital Your Primary Care Clinic uses, and other information that will help You act quickly and correctly. Keep this information in an accessible location in case an emergency arises.

**If the situation is life-threatening, call 911.**



**If the situation is an emergency, You should go to the nearest medical facility.** A Medical Emergency is Medically Necessary care of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, which a reasonable layperson believes to be immediately necessary to preserve life, prevent serious impairment to bodily functions, organs, or parts, or prevent placing the physical or mental health of the patient in serious jeopardy.

**If the situation is not an emergency, call Your PCC before receiving care.** Each PCC has staff on call 24 hours a day, seven days a week. When You call, You will be directed to the appropriate place of Treatment for Your situation.

If You are admitted to a facility for an emergency service, notify Your Primary Care Clinic as soon as possible so that Your PCC can coordinate all subsequent care. Your Primary Care Clinic may decide to transfer You to its designated Hospital. In that case, the Plan will provide for the ambulance used for the transfer, according to the ambulance benefit listed in Section IV.A.

Emergency room services are subject to the Copay listed in the Benefit Chart unless You are admitted within 24 hours for the same condition. All Members may receive emergency care while away from home, inside or outside of the Advantage Plan service area. All coverage and charges for emergency services must comply with the No Surprises Act.

Follow-up care for emergency services (e.g., suture removal, cast changes, etc.) is not an emergency service and must be provided or authorized by Your PCC to receive coverage.

## **8. Urgent Care**

Urgent care problems include injuries or illnesses such as sprains, high fever, or severe vomiting which are painful and severe enough to require urgent Treatment but are not life-threatening. You may seek assistance at any urgent care without contacting Your own PCC.

All Members may receive urgent care while away from home, inside or outside of the Advantage Plan service area.

## **9. Benefit Coverage in the PEIP Advantage Service Area**

# **C. COVERAGE ELIGIBILITY AND ENROLLMENT**

## **Statement of Fraud or Intentional Misrepresentation**

Each Member must notify the Plan immediately of the date the Member knew or should have known that fraudulent or misrepresented information was either:

- a) Contained in the enrollment information provided to the Plan (or the Plan's representatives) pertaining to the Member or any individual related to the Member receiving or seeking benefits under the Plan, or
- b) Related to a claim for benefits that is or has become incorrect due to an affirmative statement of information, an omission of information, or a change in circumstances.

The Plan Administrator may rescind or cancel the coverage of a Member and/or each individual enrolled in the Plan under the Member upon thirty (30) days prior written notice if the Plan Administrator determines that the Member or individual made an intentional misrepresentation of material fact or was involved in fraud concerning

any matter relating to eligibility for coverage or claim for benefits under the Plan. Inadvertent or negligent failures to update or correct information related to eligibility of an employee's listed dependent may subject the employee and/or dependent to pay for the cost of coverage, which may be the COBRA continuation rate and/or any claims paid by the plan.

Coverage for each individual identified in a Notice of Rescission of Coverage will be rescinded as of the date specified in the Notice of Rescission of Coverage, which may be to the effective date of individual's coverage. The Member and any individual involved in the misrepresentation or fraud may be liable for all claims paid by the Plan on behalf of such individuals.

## **1. Employee eligibility for medical benefits**

Your eligibility for coverage is determined by your employer. Retirees and their dependents not yet eligible for Medicare may participate in the Plan, provided that the employer from which they retired offers coverage under the Public Employees Insurance Program (in agreement with Minnesota Statute §471.61). The Health Plan Administrator agrees to accept the eligibility decisions of PEIP as binding.

PEIP may require You to submit legal documentation acceptable to PEIP to establish the eligibility of Your dependents for evaluation of eligibility. If you do not provide documentation acceptable to PEIP within the stated deadline or knowingly provide false information as proof of eligibility, Your dependents may be removed from the plan, and You may be required to reimburse the Plan for claims the Plan paid on behalf of the ineligible dependent during the period of ineligibility. Inadvertent or negligent failures to update or correct information related to eligibility of an employee's listed dependent may subject the employee and/or dependent to pay for the cost of coverage, which may be the COBRA continuation rate and/or any claims paid by the plan.

## **2. Eligible Dependents include the following:**

### **a) Spouse.**

The spouse of an eligible employee (if legally married under Minnesota Law).

### **b) Child.**

Dependent child: A "dependent child" includes an employee's: (1) biological child, (2) child legally adopted by or placed for adoption with the employee, (3) stepchild, (4) foster child, (5) child by legal guardianship, and (6) child by placement to the employee, who is a relative to the child, as established by court judgment, order, or decree. For a stepchild to be considered a dependent child, the employee must be legally married to the child's legal parent or legal guardian. For a foster child to be considered a dependent child under this plan, the foster child must be placed with the employee or the employee's spouse by an authorized placement agency or by a judgment, decree or other court order; For a child by legal guardianship or placement to be considered a dependent child under this plan, the child's legal relationship with the employee must be established by a court judgment, decree, or other court order.. A dependent child is generally eligible to age 26, unless the child's status as a dependent child ceases at an earlier date, such as the expiration of a court order or decree.

c) Grandchild.

A grandchild of an employee, to age twenty-five (25), is an eligible dependent grandchild who: is financially dependent upon the employee for principal support and maintenance and has resided with the employee continuously from birth. A grandchild of an employee is also an eligible dependent if the grandchild is claimed as a tax dependent on employee's tax return.. If a grandchild is legally adopted or placed in the legal custody (is a foster child) of the grandparent, they are covered as a dependent child under b) Child or d) Child with a Disability.

d) Child with a Disability.

A dependent child with a disability is an eligible child regardless of marital status, who was disabled prior to the limiting age or any other limiting term required for dependent coverage and who continues to be incapable of self-sustaining employment by reason of developmental disability, Mental Illness or disorder, or physical disability and is chiefly dependent upon the employee for support and maintenance, provided proof of such incapacity and dependency is furnished to the Health Plan Administrator by the employee or enrollee within thirty one (31) days of the child's attainment of the limiting age or any other limiting term required for dependent coverage. The dependent with a disability is eligible to continue coverage as long as they continue to be disabled and dependent, unless coverage terminates under the contract.

e) Qualified Medical Child Support Order.

A child who is required to be covered by a Qualified Medical Child Support Order (QMCSO) is considered an eligible dependent.

f) Other.

Any person who is required by federal or state law to be a covered dependent.

### **3. Initial Enrollment**

If You are a newly hired employee, You must submit an application to enroll Yourself and any eligible dependents, and such application must be received within 30 days of the date You first become eligible. You must submit a written application to enroll a newly acquired dependent and that application and any required payments must be received within 30 days of when You first acquire the dependent (e.g., through marriage). At the time of enrollment, You need to select a Primary Care Clinic. For information regarding choice of a clinic, refer to the section entitled "How to Obtain Health Care Services" and "Services from Your Primary Care Clinic (PCC)," Sections II.B.1. and II.B.2.

### **4. Effective Date of Coverage**

Unless your employer has established its own effective date rules, the initial effective date of coverage is the first of the month following the 30th calendar day after the first day of employment, re-hire, or reinstatement. The initial effective date of coverage for an employee whose eligibility has changed is the date of the change provided the employee has been employed for 30 consecutive days. You must be actively at work on the initial effective date of coverage, or coverage will be delayed until the employee returns to active payroll status. Notwithstanding the foregoing, if You are not actively at work on the initial effective date of coverage due to Your health status,

medical condition, or disability, or that of Your dependent, as such terms are defined in Section 9802(a) of the Internal Revenue Code and the regulations related to that Section, coverages shall not be delayed.

If You and Your dependents apply for coverage during an Open Enrollment period, coverage will become effective on the date specified by PEIP.

Adopted children are covered from the date of placement for the purposes of adoption.

A newborn child's coverage takes effect at the moment of birth.

For the purposes of this entire section, a dependent's coverage may not take effect prior to an employee's coverage.

## 5. Special Enrollment Periods

**Special enrollment** periods are periods when an eligible group member or dependent may enroll in the health plan under certain circumstances **after they were first eligible for coverage**. To add or enroll in coverage, the eligible group member or dependent **must notify the Third-Party Administrator within 30 days** of the Qualified Life Event, except as noted in the chart below. In addition, when gaining a dependent due to birth, adoption or placement for adoption, there is no required notice period, however, you must pay all applicable premiums which would have been owed had you notified us within 30 days.

Special Enrollment Period	Coverage Effective Date
Spouse or dependent loss of Minimum Essential Coverage <sup>1</sup> (does not include loss due to failure to pay premiums or rescission)	Date of coverage loss
Spouse or dependent loss of eligibility for Group Health Plan coverage or Health Insurance Coverage	Date of status change that created the loss
Birth, adoption, placement for adoption, or placement for foster care, or order of legal guardianship (or placement as a relative)	Date of, birth, adoption, placement for adoption, placement for foster care, or order of legal guardianship (or placement as a relative)
Marriage	First day of the month following the date Third-Party Administrator receives the request for enrollment
An individual gains or loses eligibility for Medicaid, MinnesotaCare, or Children's Health Insurance Program (CHIP), (notice must be received with 60 days of event)	If application is received between the 1st and 15th of the month, coverage will be effective the 1st of the following month. If application is received between the 15th and the last day of the month, coverage will be effective the 1st of the following second month.

<sup>1</sup> Minimum Essential Coverage includes coverage under specified government sponsored plans (including Medicare and Medicaid), employer-sponsored coverage, individual market policies, grandfathered coverage, and other coverage recognized by the secretary of the U.S. Department of Health and Human Services.

**Mid-Year enrollment** events allow you and Your dependents to make enrollment choices outside of the annual enrollment period or initial period of eligibility within 30 calendar days of the event specified below. To enroll, the eligible group member or dependent **must notify the Third-Party Administrator within 30 days** of the event, except as noted in the chart below.

Mid-Year Election Events	Coverage Effective Date
Spouse or dependent termination of employment or reduction in hours	Date of status change that created the loss
Divorce or legal separation	Date of divorce or legal separation
Retirees can elect to change Health Plan Administrators 60 days immediately preceding effective date of retirement	First day of the month following retirement date
Move outside of service area if access to coverage is impacted	Varies

## 6. Late Enrollment

If You do not enroll during your enrollment period, You may enroll Yourself and any eligible dependents:

- During the annual Open Enrollment period; or
- During a special enrollment period, if applicable.

## 7. Open Enrollment

You may enroll Yourself and any eligible dependents during the annual Open Enrollment period.

## 8. Adding New Dependents

A written application is required to add a new dependent. You need to select a Primary Care Clinic. For information regarding choice of a clinic, refer to the section entitled “How to Obtain Health Care Services” “Services from Your Primary Care Clinic (PCC),” Section II.B.2.

Filing a claim for benefits is not sufficient notice to add a dependent. This part outlines the time periods for application and the date coverage starts. Refer to Section II.C.4. for effective dates of coverage.

- Adding a spouse
  - You must apply for coverage within 30 days of the date of the marriage.

- Coverage for the spouse will become effective on the first day of the month following the date Third-Party Administrator receives the request for enrollment.

b) Adding newborns

- A newborn is eligible from the moment of birth.
- Coverage for the child will become effective on the date of birth.
- Apply for coverage within 30 days from the date of birth, even if you do not have the social security number, as it can be provided upon receipt.

Failure to apply for coverage of the child will not alter the effective date of coverage but will likely result in service problems for the child's claims.

c) Adding children placed for adoption

- Children placed for adoption, placed in foster care, or child by legal guardianship (or placement as a relative) are eligible on the date they are placed for adoption, placed in foster care, or the effective date of court order.
- Coverage for such child will take place on the date of placement once You have applied for coverage.
- Failure to apply for the child will not alter the effective date of coverage but will likely result in service problems for the child's claims

In all cases, to add a dependent, the application for coverage under the Plan must be requested in writing and must include the name, date of birth, sex, social security number, and relationship to the employee. When adding a dependent due to a qualified life event, you may enroll any/all eligible dependents.

## 9. Special termination of coverage outside of Open Enrollment

- a) Reduction of Hours. An employee who qualified for benefits as full time may drop group health plan coverage midyear if the employee's status changes so that the employee is no longer full time, even if the reduction of hours does not result in loss of eligibility for the plan (e.g., because the plan's eligibility provisions have been drafted to avoid penalties under Health Care Reform's Employer Shared Responsibility provisions). However, the change must correspond to the employee's intended enrollment (and the intended enrollment of any related individuals whose coverage is being dropped) in other minimum essential coverage. The new coverage must be effective no later than the first day of the second month following the month in which the original coverage is dropped. Union contracts may contain their own definition of eligibility.
- b) Health Insurance Exchange Enrollment (Exchange). An employee who is eligible to enroll in Exchange coverage (during an Exchange special or open enrollment period) may drop group health plan coverage midyear, but only if the change corresponds to the employee's intended enrollment (and the intended enrollment of any related individuals whose coverage is being dropped) in Exchange coverage that is effective no later than the day after the last day of the original coverage.

## 10. Termination of Coverage

Coverage for You and/or Your dependents will terminate on the earliest of the following dates, except that coverage may be continued in some instances as specified in Continuation of Coverage (refer to Section II.C.12.).

- a) For You and Your dependents, the date that either the Health Plan Administrator or your employer terminates the Plan.
- b) For You and Your dependents, the last day of the month in which You retire, unless You and Your dependents elect to maintain coverage under this Plan.
- c) For You and Your dependents, the last day of the month in which Your eligibility under this Plan ends.
- d) For You and Your dependents, following the receipt of a written request, the coverage will end on the last day of the month in which a life event occurred. Approval to terminate coverage will only be granted if the request is consistent with a life event. Life events include, but are not limited to:
  - i) loss of dependent status of a sole dependent;
  - ii) death of a sole dependent;
  - iii) divorce or legally separated;
  - iv) change in employment condition of an employee, spouse, or a dependent who is covered under another Employer's plan (date of life event is based on the date of change in employment status, not eligibility for insurance coverage);
  - v) a significant change of spouse's or a dependent's insurance cost or existing insurance coverage (for example, coverage decrease or addition of a benefit package; and
  - vi) Open Enrollment.
- e) For a spouse covered as a dependent, the last day of the month in which the spouse is no longer eligible as a dependent
- f) An Enrollee must notify the Third Party Administrator within 30 days if they do not reside within their current Health Plan Administrator's service area. For the purposes of this section, a dependent's address is considered to be the same as Your address when attending an accredited school on a full-time basis, even though the student may be located outside of the service area.
- g) For a child covered as a dependent, the last day of the month in which the child is no longer eligible as a dependent.
- h) For a dependent, the effective date of coverage, if the employee or their dependent knowingly makes fraudulent misstatements regarding the eligibility of the dependent for coverage.
- i) For an enrollee who is directly billed, the last day of the month for which the last full premium was paid, when the enrollee fails to pay the premium within 30 days of the date the premium was billed or due, whichever is later.
- j) An employee or dependent found to be ineligible will be dropped from coverage as of the date of ineligibility or, if the date of ineligibility has passed, then on the first day of the month following the date in which the employee or dependent was found to be ineligible. If the employee or dependent was found eligible based on fraud or an intentional misrepresentation of a material fact, then the loss of coverage will be retroactive to the first day of ineligibility. Inadvertent or negligent failures to update or correct information related to eligibility of an employee's listed dependent may subject the employee and/or dependent to pay for the cost of coverage, which may be the COBRA continuation rate and/or any claims paid by the plan. If the Plan Sponsor erroneously enrolled an employee or a dependent, coverage may be terminated retroactively to the first day of ineligibility if the Plan

Sponsor obtains the written consent from the employee or dependent authorizing the retroactive termination of coverage.

## **11. Extension of Benefits**

If You are confined as an inpatient on the date Your coverage ends due to the replacement of the Plan, the Plan automatically extends coverage until the date You are discharged from the Hospital. Coverage is extended only for the person who is confined as an inpatient, and only for inpatient charges incurred during the admission. For purposes of this provision, “replacement” means that the Plan terminates, and the employer obtains continuous group coverage with a new insurer.

## **12. Continuation**

You have the right to temporary extension of coverage under the Public Employees Insurance Program (the Plan). The right to continuation coverage was created by the federal Public Health Service Act (PHSA) and the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as well as by certain state laws. Continuation coverage may become available to You and to qualified dependents who are covered under the Plan when You would otherwise lose Your group health coverage.

**This notice generally explains continuation coverage, when it may become available to You and Your qualified dependents, and what You need to do to protect the right to receive it.**

This notice gives only a summary of your continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should contact the Third-Party Administrator.

### **Continuation Coverage**

Continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” Specific qualifying events are listed later in this section. In most cases, You have 60 days from the date of the qualifying event to select continuation of coverage. Continuation coverage must be offered to each person who is a “qualified beneficiary.” A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect continuation coverage must pay the full cost of coverage plus a 2 percent administration fee based on the cost of the premium from the date of coverage would have terminated.

There may be other health coverage options for You and Your family. You may be able to buy coverage through the Health Insurance Marketplace. In the Marketplace, You could be eligible for a tax credit that lowers Your monthly premiums, and You can see what your premium, deductibles, and out-of-pocket costs will be before You decide to enroll. COBRA eligibility does not limit or exclude Your eligibility for a health coverage tax credit through the Marketplace. Additionally, You may qualify for a special enrollment opportunity for another group health plan for which You are eligible (such as a spouse’s plan), even if the plan generally does not accept late enrollees, if You request enrollment within their specified timeframe.

If You are an employee, You will become a qualified beneficiary if You will lose Your coverage under the Plan because either one of the following qualifying events happens:

1. Your hours of employment are reduced, or



2. Your employment ends for any reason other than Your gross misconduct.

If You are the spouse of a covered employee, You will become a qualified beneficiary if You will lose Your coverage under the Plan because any of the following qualifying events happens:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than their gross misconduct; or
4. You become divorced or legally separated from Your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than their gross misconduct; or
4. The child stops being eligible for coverage under the Plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the State of Minnesota, and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee is a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

### **When is continuation coverage available?**

The Plan will offer continuation coverage to qualified beneficiaries only after the Third-Party Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or commencement of a proceeding in bankruptcy with respect to the employer, the Third-Party Administrator must be notified of the qualifying event within 30 days following the date coverage ends.

### **You must give notice of some qualifying events**

**For other qualifying events (divorce of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), You must notify the Third-Party Administrator in writing. The Plan requires You to notify the Third-Party Administrator within 60 days of when the qualifying event occurs (the date on which the event occurs is day one). You must send this notice to the Minnesota PEIP, Innovo Benefits, 7805 Telegraph Road, Suite 110, Bloomington, MN 55438-3410 or email to [service@innovomn.com](mailto:service@innovomn.com). Failure to provide notice may result in the loss of Your ability or the ability of Your dependent(s) to elect continuation coverage.**

### **How is continuation coverage provided?**

Once the Third-Party Administrator receives timely notice that a qualifying event has occurred, continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect continuation coverage. Covered employees may elect continuation coverage on behalf of their spouses, and parents may elect continuation coverage on behalf of their children. For each qualified beneficiary who elects continuation coverage, that coverage will begin on the date that Plan coverage would otherwise have been lost.

## **Continuation coverage is a temporary continuation of coverage.**

- When the qualifying event is a dependent child losing eligibility as a dependent child, continuation of medical coverage lasts for up to 36 consecutive months.
- When the qualifying event is a divorce, continuation of medical coverage may last up to 36 consecutive months.
- When the qualifying event is the death of the employee, continuation of medical coverage may last indefinitely.
- When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 consecutive months before the qualifying event, continuation of medical coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which their employment terminates, continuation coverage for their spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months).
- Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, continuation coverage generally lasts for only up to a total of 18 consecutive months. This 18-month period of continuation coverage can be extended if a second qualifying event occurs.

## **Second qualifying events**

### ***1. Extension of 18-month period of continuation coverage***

If You or a Qualified Beneficiary experiences another qualifying event while receiving 18 months of continuation coverage, the spouse and dependent children in Your family can get additional months of medical health continuation coverage, up to a combined maximum of 36 months if notice of the second qualifying event is properly given to the Plan. This extension is available to the spouse and dependent children if the employee or former employee dies, gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred. **In all of these cases, You must notify the Third-Party Administrator of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Minnesota PEIP, Innovo Benefits, 7805 Telegraph Road, Suite 110, Bloomington, MN 55438-3410 or email to [service@innovomn.com](mailto:service@innovomn.com).**

### ***2. Disability extension of 18-month period of continuation coverage***

If You or a qualified dependent covered under the Plan is determined by the Social Security Administration to be disabled and You notify the Plan Administrator in a timely fashion, You and Your qualified dependents can receive up to an additional 11 months of health continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of continuation coverage and must last at least until the end of the 18-month period of continuation coverage. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination and before the end of the 18-month period of continuation coverage. This notice should be sent to the Minnesota PEIP, Innovo

Benefits, 7805 Telegraph Road, Suite 110, Bloomington, MN 55438-3410 or email to [service@innovomn.com](mailto:service@innovomn.com).

## **Continuation coverage for employees who retire or become disabled**

*There are special rules for employees who become disabled or who retire. It is Your responsibility to contact Your agency's Human Resources office or the Third-Party Administrator to become informed about those rules.*

### **If You have questions**

If You have questions about Your continuation coverage, You should contact the Third-Party Administrator, Your employer's Human Resources office, or You may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's web site at <https://www.dol.gov/ebsa>.

#### **Keep the Employer Informed of Address Changes**

In order to protect Your rights and those of Your qualified dependents, You should keep the Employer informed of any changes in Your address and the addresses of qualified dependents. You should also keep a copy, for Your records, of any notices You send to the Employer or the Third-Party Administrator.

### **Cost Verification**

Your employer will provide You or Your eligible dependents, upon request, written verification of the cost of continuation coverage at the time of eligibility or at any time during the continuation period.

## **13. Choosing a Health Plan Administrator**

Active employees and their dependents may select a Health Plan Administrator available in the Advantage Health Plan.

## **14. Retirement**

An employee who is retiring from any employer that is eligible to participate in the PEIP and who is eligible to maintain participation in the PEIP as determined by PEIP may, consistent with state law, indefinitely maintain health coverage with the PEIP by filling out the proper forms within 30 days after the effective date of their retirement.

If a retiring employee fails to make a proper election within the 30-day time period the retiring Employee may continue coverage for up to 18 months in accordance with state and federal law. See number 11 above for information on Your continuation rights.

In any event, failure to pay the premium will result in termination of coverage. Once coverage has been terminated for any reason, voluntary or involuntary, the retiree, early retiree, and/or their dependents may not rejoin the PEIP.

## III. Service Area

### A. The PEIP Advantage Plan Service Area

The PEIP Advantage Plan Service Area is all of Minnesota and bordering counties in the states of Iowa, North Dakota, South Dakota, and Wisconsin.

**Wisconsin counties:** Burnett, Buffalo, Douglas, La Crosse, Pepin, Pierce, Polk, St. Croix, Trempealeau, Vernon

**Iowa counties:** Allamakee, Dickinson, Emmet, Howard, Kossuth, Lyon, Mitchell, Osceola, Winnebago, Winneshiek, Worth

**South Dakota counties:** Brookings, Deuel, Grant, Minnehaha, Moody, Roberts

**North Dakota counties:** Cass, Grand Forks, Pembina, Richland, Trail, Walsh

The Primary Care Clinics in the Advantage Plan's Service Area that are available through each Health Plan Administrator are assigned to a Cost Level. The Copayments, annual Deductibles, and Coinsurance amounts, the amount You pay for medical services, will vary depending upon the Cost Level to which Your PCC belongs. Most services received at clinics outside of the Advantage Plan's Service Area AND in the National Network of your selected Health Plan Administrator will be covered at the out-of-area benefit level. Refer to Section V. "Benefit Coverage outside of the PEIP Advantage Plan Service Area" for more information.

Members may change Health Plan Administrators only during the annual Open Enrollment period or because of a status change permitted by law. Members may elect to change clinics as often as the Health Plan Administrator allows, even if it changes your cost level. Clinic changes are made by calling your Health Plan Administrator and changes can be effective the same day you call. Clinic changes are prospective, not retroactive.

PCC changes may not be made during the time You are Hospitalized or receiving inpatient services.

Coverage for medical care is summarized in the Benefits Schedule on page 2, and detailed in the Benefit Chart, Sections IV.A. – BB. Review these sections carefully so that You understand any charges (such as office visit Copayments, annual Deductibles, and Coinsurance amounts) for which You will be responsible.

### B. Outside of the PEIP Advantage Plan Service Area Coverage

Covered health care services received outside the PEIP Advantage Health Plan's Service Area are available for employees, former employees, and dependents. Care received outside of Minnesota and neighboring bordering counties is paid for similar to a Cost Level 3 primary care clinic in the Advantage Plan's Service Area (exception for emergency and urgent care). Out-of-Area coverage has a separate and distinct Deductible from In-Area coverage. The Out-of-Area benefit schedule in Section V.A. outlines how the care is covered. All care that is received outside of the Advantage Plan's Service Area must be obtained by a Provider within the national Network of the Member's Health Plan Administrator to be covered. There is no coverage if a national Network Provider is not used, except for urgent and emergency care. Urgent care and emergency care will be covered at the cost level of the Member's selected primary care clinic. Referrals are not required for care received outside of the Advantage Plan's Service Area.

## Exception

**Employees whose permanent residence and principal work location are outside the State of Minnesota and outside of the Advantage Plan's service area.** If these employees who are required to work and live outside the Advantage Plan Service area use a provider within the plan administrator's national network, services will be covered at Cost Level Two. If a national network provider is not available in their area, services will be covered at Cost Level Two through any other provider available in their area. If a national network provider is available but not used, coverage will be limited to at the level described in Section V.A. Out-of-Area Network benefit schedule.

## IV. Benefit Coverage in the Advantage Plan Service Area

This section lists Covered Services and the benefits the Plan pays when those services are received within the Advantage Plan's Service Area and is dependent on the cost level of your selected PCC. All benefit payments are based on the Allowed Amount. There is **NO COVERAGE** when services are not authorized by Your PCC except as specifically described in this Summary of Benefits. Coverage is subject to all other terms and conditions of this Plan and must be Medically Necessary. Refer to Section V. for "Benefit Coverage outside of the MN Advantage Plan Service Area" for details outside the PEIP Advantage Service Area.

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Office visit (in a physician's office or telemedicine) and e-visits for non-preventative services	\$35 Copayment	\$40 Copayment	\$70 Copayment	\$90 Copayment
Emergency room (in or out of network). Emergency care received in a hospital emergency room	\$100 Copayment Not subject to Annual Deductible	\$125 Copayment Not subject to Annual Deductible	\$150 Copayment Not subject to Annual Deductible	\$350 Copayment Not subject to Annual Deductible
Annual Deductible (Single/Family)	\$250 / \$500	\$400 / \$800	\$750 / \$1,500	\$1,500/ \$3,000
Services not subject to Copayment	5% Coinsurance Annual Deductible applies	5% Coinsurance Annual Deductible applies	20% Coinsurance Annual Deductible applies	25% Coinsurance Annual Deductible applies
Durable Medical Equipment	20% Coinsurance Not subject to Annual Deductible	20% Coinsurance Not subject to Annual Deductible	20% Coinsurance Not subject to Annual Deductible	25% Coinsurance Annual Deductible applies
Prescription Drug Out-of-Pocket Maximum per year (Single/Family)	\$1,050 / \$2,100	\$1,050 / \$2,100	\$1,050 / \$2,100	\$1,050 / \$2,100
Out-of-Pocket Maximum for services other than Prescription Drugs per year (Single/Family)	\$1,700 / \$3,400	\$1,700 / \$3,400	\$2,400 / \$4,800	\$3,600 / \$7,200
Lifetime Maximum (refer to exceptions below)	Unlimited	Unlimited	Unlimited	Unlimited

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

### NOTES:

- The level of office visit Copayment for You and Your dependents is based on the cost level of the Primary Care Clinic selected at the time services are received. If you change to a lower cost level PCC after having received services, your copayments and deductibles will reflect the new cost level going forward, not retrospective.

- The Prescription Drug Out-of-Pocket Maximum and the Out-of-Pocket Maximum for Other Services are per- year maximums and apply across all cost levels.
- All services, except preventive care, Prescription Drugs, hospice, In-Network Convenience/Retail Clinics, Emergency room, Durable Medical Equipment, Office Visits for Mental Health or Substance Use Disorder if you are enrolled in Cost levels 1 or 2 PCC, and maternity are subject to an annual Deductibles.
- Refer to specific benefit description for applicable Copayments, Deductibles, and Coinsurance.
- More than one Copayment or Coinsurance charge may be required if You receive more than one service or see more than one Provider per visit.
- The Prescription Drug Out-of-Pocket Maximum does not include drugs used during inpatient Admission. It includes Copayments and certain Prescription Drug Coinsurance.
- Price difference between brand name and generic drugs may be Your responsibility in certain instances. It is not credited toward the Prescription Drug Out-of-Pocket Maximum.
- Out-of-pocket expenses (including diabetic supplies) obtained using the pharmacy member ID will be credited toward the pharmacy Out-of-Pocket Maximum only and out-of-pocket expenses (including diabetic supplies) obtained using the health plan member ID will be credited toward the health plan member ID only.
- The highest cost level in which any family Member is enrolled determines the amount of the family annual Out-of-Pocket maximum at time of service. This applies even if the family Member enrolled in the higher cost level PCC has not received services at their PCC. If you change to a lower cost level PCC after having received services, your Copayment and Deductibles will reflect the new cost level going forward, not retrospectively.
- The highest cost level in which any family Member is enrolled determines the amount of the family annual Deductibles at the time of service. This applies even if the family Member enrolled in the higher cost level PCC has not had services at their PCC. If you change to a lower cost level PCC after having received services, your Copayment and Deductibles will reflect the new cost level going forward, not retrospectively.
- The family Deductible is the maximum amount that a family must pay in Deductible expenses in any one Calendar year. The family Deductible is not the amount of expenses a family must incur before any family Member can receive benefits. Individual family Members only need to satisfy their individual Deductibles once to be eligible for benefits. Once the family Deductible has been met, Deductible expenses for the family are waived for the balance of the year.
- For the situation where two employees of the same participating employer are married to each other and one spouse carries single coverage and the other carries family coverage under the same Health Plan Administrator: this family will have a combined limit of one family Out-of-Pocket Maximum for medical expenses and one family Out-of-Pocket Maximum for pharmacy expenses and one family annual Deductible. It is the responsibility of the employee to notify the Health Plan Administrator and pharmacy benefit manager that the combined maximums and Deductibles have been reached within 60 days of the end of the Plan year in which the expenses were incurred.
- The Travel Benefit has a \$5,000 lifetime maximum per Advantage Plan member. The Fertility Benefit has a \$30,000 lifetime maximum per Advantage Plan member.

## A. Ambulance

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Ground ambulance to the nearest facility qualified to treat the Illness	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies	25% Coinsurance Annual Deductible applies
Air ambulance from the place of departure to the nearest facility qualified to treat the Illness	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Medically Necessary, prearranged, or scheduled air or ground ambulance transportation requested by an attending physician or nurse	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

### NOTES:

- The plan covers ground ambulance and air ambulance (fixed wing and rotary wing) for medical emergencies.
- The plan covers ground ambulance and air ambulance (fixed wing and rotary wing) for non-emergency medical transportation if it meets the coverage criteria of the health plan administrator. Non-emergency transportation may require prior authorization.
- Under No Surprises Act, out-of-network air ambulance providers may not bill patients for more than their cost-sharing responsibility for the corresponding network. The amount you pay for air ambulance services will be determined based on the requirements of the No Surprises Act.

### NOT COVERED:

- Charges for transportation services other than local ambulance covered under the Plan, except as specified above.
- Refer to the Exclusions Section.

## B. Chiropractic Care

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Chiropractic care rendered to diagnose and treat acute neuromuscular-skeletal conditions	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.



## NOTES:

- Members must use a chiropractic Provider within the network of the Health Plan Administrator You have chosen.
- The chiropractor must notify You when services are not approved and will not be covered.
- For Blue Cross and Blue Shield Members in the Advantage Plan Service Area, acupuncture is covered only with a referral from the Primary Care Clinic.

## NOT COVERED:

- There is no coverage for Maintenance care (care where no measurable or sustainable improvement is expected to be made in a reasonable period of time).
- Massage therapy billed separately.
- Refer to the Exclusions Section.

## C. Dental Care

The Plan covers:

- Treatment performed within twelve (12) months, or later if delay is medically necessary, of accidental injury to repair or replace sound, natural teeth (not including injury caused by biting or chewing) unless the service is an excluded service. Treatment must begin within 12 months of such an injury, or within 12 months of the effective date of coverage under this Plan and be completed within 24 months (assuming coverage is still in effect).
- Medically Necessary surgical or nonsurgical Treatment of temporomandibular joint disorder (TMJ) and craniomandibular disorders (CMD).
- Medically Necessary outpatient dental services. Coverage is limited to dental services required for Treatment of an underlying medical condition.
- The Plan provides coverage for medically necessary dental procedures that are the direct result of cancer treatment, including chemotherapy, biotherapy, and radiation therapy. These procedures include evaluations and examinations, laboratory assessments, medications, and treatments. Medical necessity in this context means services needed to replace lost dentition that directly results from cancer treatment.
- Cleft lip and cleft palate, including orthodontic Treatment and oral surgery directly related to the cleft.
- Anesthesia, inpatient and outpatient Hospital charges for dental care provided to a covered person who is a child under age five (5), is severely disabled, or has a medical condition that requires Hospitalization or general anesthesia for dental Treatment.
- Oral surgery. Coverage is limited to Treatment of medical conditions requiring oral surgery, such as Treatment of oral neoplasm, non-dental cysts, fracture of the jaws and trauma of the mouth and jaws.

Payment is made for the benefits listed above according to the following schedule:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Emergency dental care	Refer to Section IV.D. Emergency and Urgent Care			
Outpatient Hospital dental services	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.

<b>Benefit Feature</b>	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
Outpatient dental surgical services rendered	\$60 Copay Annual Deductible applies	\$120 Copay Annual Deductible applies.	\$250 Copay Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Inpatient Hospital dental services	\$100 Copay Annual Deductible applies.	\$200 Copay Annual Deductible applies.	\$500 Copay Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Dental Care rendered in an office setting	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### **NOTES:**

- Prior authorization is required except for emergency services.
- For cleft lip and cleft palate, if also covered under a dental Plan which includes orthodontic services, that dental Plan shall be considered primary for the necessary orthodontic services. Oral appliances are subject to the same Copayment, conditions, and limitations as Durable Medical Equipment.
- Treatment must occur while You are covered under this Plan.
- Orthognathic dental procedures for dependent children under age 18 may be covered under certain circumstances. Contact Your Health Plan Administrator. For Members aged 18 and over, orthognathic surgery is covered under the reconstructive surgery benefit as long as it is Medically Necessary.
- Benefits for inpatient Hospital services related to dental care are listed under Inpatient Hospital, Section IV.K.

#### **NOT COVERED:**

- Dental services to treat an injury from biting or chewing.
- Dental implants and prostheses, including any related Hospital charges unless covered above.
- Osteotomies and other procedures associated with the fitting of dentures or dental implants unless covered above.
- Orthodontia, except when related to the Treatment of temporomandibular joint disorder (TMJ) and craniomandibular disorder, and for the Treatment of cleft lip and palate.
- Oral surgery and anesthesia for removal of impacted teeth and removal of a tooth root without removal of the whole tooth.
- Root canal therapy.
- Tooth extractions, unless otherwise specified as covered.
- Accident-related dental services performed more than twenty-four (24) months after the date of the injury.
- Any other dental procedure or Treatment.
- Dental implants and any associated services and/or charges, except when related to services for cleft lip and palate.
- Refer to the Exclusions Section.

## D. Emergency and Urgent Care

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Urgent care in a physician's office or an urgent care center.	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
Emergency care in a Hospital emergency room.	\$100 Copayment Not subject to deductible	\$125 Copayment Not subject to deductible	\$150 Copayment Not subject to deductible	\$350 Copayment Not subject to deductible
Enhanced radiology services	10% Coinsurance Annual Deductible applies.	15% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.	30% Coinsurance Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

### NOTES:

**Be prepared for the possibility of an emergency before the need arises, by knowing Your Primary Care Clinic procedures for care needed after regular clinic hours.** Determine the telephone number to call, the Hospital Your PCC uses, and other information that will help You act quickly and correctly. Keep this information in an accessible location in case an emergency arises.

**If the situation is life-threatening, call 911.**

**If the situation is an emergency, You should go to the nearest facility.** A Medical Emergency is Medically Necessary care of a medical condition manifesting itself by acute symptoms of sufficient severity, including severe pain, which a reasonable layperson believes to be immediately necessary to preserve life, prevent serious impairment to bodily functions, organs, or part, or prevent placing the physical or mental health of the patient in serious jeopardy.

**If the situation is not an emergency, call Your PCC before receiving care.** Each PCC has someone on call 24 hours a day, seven days a week. When You call You will be directed to the appropriate place of Treatment for Your situation.

If You are admitted to a facility for an Emergency service, notify Your Primary Care Clinic as soon as possible so that it can coordinate all subsequent care. Your Primary Care Clinic may decide to transfer You to its designated Hospital. In that case, the Plan will provide coverage for the ambulance used for the transfer, according to the ambulance benefit listed in Section IV.A.

Emergency room services are subject to the Copays listed in the Benefit Schedule unless You are admitted within 24 hours for the same condition. All Members may receive emergency care while away from home, inside or outside of the Advantage Plan service area and that care is covered at the in-area benefit level based upon the member's selected PCC. All coverage and charges for emergency services must comply with the No Surprises Act.

Follow-up care for emergency services (e.g., suture removal, cast changes) is not an emergency service and must be provided or authorized by Your PCC to receive Your best benefit.

## Urgent Care

Urgent care problems include injuries or illnesses such as sprains, high fever or severe vomiting which are painful and severe enough to require urgent Treatment but are not life-threatening. You may seek assistance at any urgent care without contacting Your own Primary Care Clinic.

All Members may receive urgent care while away from home, but for routine care received away from home, refer to Section V. “Benefit Coverage outside of the PEIP Advantage Plan Service Area.”

## E. Fertility Care

The Plan covers:

A fertility benefit is available for Advantage Plan members. The Plan covers the diagnosis of infertility including diagnostic procedures and tests provided in connection with an infertility evaluation, office visits and consultations to diagnose infertility.

Professional fertility treatment services. These services include artificial insemination (AI), intrauterine insemination (IUI), medically necessary tests, facility charges and laboratory work related to covered services.

In addition, the Plan covers assisted reproductive technology (ART) procedures such as in-vitro fertilization (IVF), gamete intrafallopian tube transfer (GIFT), zygote intrafallopian transfer (ZIFT) and intracytoplasmic sperm injection (ICSI). Cryopreservation, thawing and up to one year of embryo storage is included.

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Office visit	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
Lab and diagnostic imaging	10% coinsurance Annual deductible applies	10% coinsurance Annual deductible applies	20% coinsurance Annual deductible applies	25% coinsurance Annual deductible applies
Inpatient	\$100 copay Annual deductible applies	\$200 copay Annual deductible applies	\$500 copay Annual deductible applies	25% coinsurance Annual deductible applies
Outpatient	5% coinsurance Annual deductible applies	5% coinsurance Annual deductible applies	20% coinsurance Annual deductible applies	25% coinsurance Annual deductible applies

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

**Notes:**

- \$30,000 lifetime maximum benefit.
- Fertility drugs do not apply to the \$30,000 lifetime maximum.
- Fertility drugs are covered under the “Prescription Drugs and Services” Section IV.S.
- Benefits for inpatient Hospital services related to fertility care are listed under Inpatient Hospital, Section IV.K.
- Refer to Section IV.W. - Specified Out-of-Network Services – Family Planning Services for more information.

**Not Covered**

- Reversal of sterilization
- Fertility treatment after reversal of sterilization
- Sperm and ova storage; and embryo storage beyond one year
- Surrogacy/gestational carrier compensation, services, and fees
- Procurement and fees associated with donor sperm and ova
- Maternity services for a surrogate/gestational carrier are not covered under this Plan.
- Refer to the Exclusions Section VII.

## F. Habilitative and Rehabilitative Therapy Services

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Rehabilitative or habilitative physical, speech and occupational therapy services received in a clinic, office or as an outpatient	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
Massage therapy that is performed in conjunction with other Treatment/ modalities by a physical or occupational therapist and is part of a prescribed Treatment Plan and is not billed separately	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

**NOTES:**

- Physical, occupational, and speech therapy services are covered if the habilitative care is rendered for congenital, developmental, or medical conditions which have limited the successful initiation of normal speech and motor development. Benefits may be supplemented and coordinated with similar benefits made available by other agencies, including the public-school system. To be considered habilitative, functional improvement and measurable progress must be made toward achieving functional goals within a predictable period of time toward a Member’s maximum potential ability.

- Rehabilitative therapy is covered to restore function after an illness or injury, provided for the purpose of obtaining significant functional improvement within a predictable period of time, toward a Member's maximum potential to perform functional daily living activities.
- For rehabilitative care rendered in the Member's home, refer to Section IV.G, Home Health Care.

#### **NOT COVERED:**

- Charges for recreational or educational therapy, or forms of non-medical self-care or self-help training, including, but not limited to, health club Memberships, and/or any related diagnostic testing.
- Charges for maintenance or custodial therapy; charges for rehabilitation or habilitative services that are not expected to make measurable or sustainable improvement within a reasonable period of time.
- There is no coverage for services not authorized by Your Primary Care Clinic.
- Refer to the Exclusions Section.

## **G. Home Health Care**

The Plan covers Medically Necessary rehabilitative, habilitative or terminal:

<b>Benefit Feature</b>	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
Care ordered in writing by a physician	5% coinsurance Annual Deductible applies.	5% coinsurance Annual Deductible applies.	20% coinsurance Annual Deductible applies.	25% coinsurance Annual Deductible applies.
Care provided by a Medicare certified Home Health Agency	5% coinsurance Annual Deductible applies.	5% coinsurance Annual Deductible applies.	20% coinsurance Annual Deductible applies.	25% coinsurance Annual Deductible applies.
Skilled Care must be provided by the following Home Health Agency employees: <ul style="list-style-type: none"> <li>• registered nurse</li> <li>• licensed practical nurse</li> <li>• licensed registered physical therapist</li> <li>• registered occupational therapist</li> <li>• certified speech and language pathologist</li> <li>• respiratory therapist</li> <li>• medical technologist</li> <li>• registered dietician</li> </ul>	5% coinsurance Annual Deductible applies.	5% coinsurance Annual Deductible applies.	20% coinsurance Annual Deductible applies.	25% coinsurance Annual Deductible applies.
Services of a home health aide or social worker employed by the Home Health Agency when provided in conjunction with services provided by the above listed agency employees	5% coinsurance Annual Deductible applies.	5% coinsurance Annual Deductible applies.	20% coinsurance Annual Deductible applies.	25% coinsurance Annual Deductible applies.

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Home Health Care following early Maternity Discharge, Section IV.L. or IV.M.	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### NOTES:

- Benefits for Prescription Drugs used during home health care are listed under Prescription Drugs, Section IV.S.
- Benefits for home infusion therapy and related home health care are listed under Home Infusion Therapy, Section IV.H.
- Person must be homebound (i.e., unable to leave home without considerable effort due to a medical condition). Lack of transportation does not constitute homebound status.

#### NOT COVERED:

- Charges for services received from a personal care attendant.
- Occupational and speech therapy that are not expected to make measurable or sustainable improvement within a reasonable period of time.
- Services provided as a substitute for a primary caregiver in the home or as relief (respite) for a primary caregiver in the home.
- There is no coverage for services not authorized by Your PCC.
- Refer to the Exclusions Section.

## H. Home Infusion Therapy

The Plan covers Medically Necessary Home Infusion Therapy as follows:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Home infusion therapy services when ordered by a physician and provided by a participating Medicare certified home infusion therapy Provider associated with Your PCC	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Solutions and pharmaceutical additives, pharmacy compounding and dispensing services	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Durable medical equipment	20% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Ancillary medical supplies	20% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Nursing services to: <ul style="list-style-type: none"> <li>train You or Your caregiver, or</li> <li>monitor the home infusion therapy</li> </ul>	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Collection, analysis, and reporting of lab tests to monitor response to home infusion therapy	10% Coinsurance Annual Deductible applies.	10% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Other eligible home health services and supplies provided during home infusion therapy	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### NOT COVERED:

- Charges for nursing services to administer therapy when the patient or another caregiver can be successfully trained to administer therapy.
- Services that do not involve direct patient contact, such as delivery charges and recordkeeping.
- There is no coverage for services not authorized by Your PCC.
- Refer to the Exclusions Section.

## I. Hospice Care

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Hospice care for the Terminally Ill Patients provided by a Medicare-certified Hospice Provider or other preapproved hospice.	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Inpatient and outpatient Hospice Care and other supportive services provided to meet the physical, psychological, spiritual, and social needs of the dying individual	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Prescription drugs, in-home lab services, IV therapy, and other supplies related to the terminal illness or injury prescribed	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible



Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
by the attending physician or any physician who is part of the Hospice Care team				
Instructions for the care of the dying patient, bereavement counseling, Respite Care and other supportive services for the family of the dying individual, both before and after the death of the individual	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### NOTES:

- This is a special way of providing services to people who are terminally ill, and their families. Hospice care is physical care, including pain relief and symptom management, and counseling that is provided by a team of people who are part of a Medicare-certified public agency or private company. Depending on the situation, this care may be provided in the home, in a hospice facility, a Hospital or a nursing home. Care from a hospice is meant to help patients make the most of the last months of life by providing comfort and relief from pain. The focus is on care, not cure.
- The patient's Primary Care Provider must certify in writing an anticipated life expectancy of six (6) months or less.
- The patient and family must agree to the principles of Hospice Care.
- Coverage will be provided for two (2) episodes of Hospice Care, per person, per lifetime for the same terminal illness or injury. You may utilize hospice benefits and go back to standard Plan benefits, but may go back, again, to hospice benefits only once per lifetime for the same illness or condition.
- An episode of Hospice Care is defined as the period of time beginning on the date a Hospice Care program is established for a dying individual, and ending on the earliest of:
  - six (6) months after the establishment of the program (subject to review by the Health Plan Administrator);
  - the date the attending physician withdraws approval of the hospice program;
  - the date the individual declines the hospice benefit and waiver; or
  - the date of the individual's death.
- Two (2) or more episodes of Hospice Care will be considered one (1) episode unless separated by a period of at least three (3) months during which no hospice program is in effect for the individual.
- Coverage for Respite Care is limited to not more than five (5) consecutive days at a time up to a maximum total of 30 days during the episode of Hospice Care, combined with days of continuous care.
- Services provided by the primary care physician are covered but are separate from the hospice benefit.
- The patient must agree to waive the standard benefits under the Plan, except when Medically Necessary because of an illness or injury unrelated to the terminal diagnosis.
- You pay all charges when You use a Provider without referral from Your PCC.
- You may withdraw from Hospice Care at any time.

## NOT COVERED:

- Financial or legal counseling services.
- Room and board expenses in a residential hospice facility or a skilled nursing facility.
- Refer to the Exclusions Section.

## J. In-network Convenience/Retail Health Clinics (in person or virtual care)

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Care received at in-network convenience clinics/retail health clinics	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Virtual Care (Doctor on Demand, Virtuwell, Teladoc)	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

## NOTES:

- Members must use a convenience clinic/retail health clinic within the network and service area of the Health Plan Administrator You have chosen.
- Members must use an online or virtual care provider offered by the network of the Health Plan Administrator You have chosen.
- Online or virtual care with no copayment and no deductible is only available through Doctor on Demand, Virtuwell, and Teledoc. Doctor on Demand and Virtuwell are available only through Blue Cross and Blue Shield and HealthPartners. Teladoc is available through HealthPartners only.
- Convenience clinics are staffed by nurse practitioners and physician assistants who are qualified to evaluate, diagnose, and prescribe medications (when clinically appropriate) for simple illnesses, and to provide certain types of vaccinations and screenings. Services are available to Advantage Health Plan participants at \$0 per visit. The first dollar Deductibles are also waived. No appointments are necessary. Individuals with illnesses outside the scope of services or who exhibit signs of a chronic condition will be referred to their physician or, if critical, the nearest urgent care center or emergency room.
- Doctor on Demand and Virtuwell are offered by both Blue Cross and Blue Shield and HealthPartners. Teladoc is available through HealthPartners only.
- Refer to the Exclusions Section.

## K. Inpatient Hospital

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
365 (366) days per Calendar Year for Semiprivate Room and board and general nursing care. Private room is covered only when Medically Necessary	\$100 Copay per inpatient Admission Annual Deductible applies	\$200 Copay per inpatient Admission Annual Deductible applies.	\$500 Copay per inpatient Admission Annual Deductible applies.	25% Coinsurance Annual Deductible applies
Intensive care and other special care units	\$100 Copay per inpatient Admission Annual Deductible applies.	\$200 Copay per inpatient Admission Annual Deductible applies.	\$500 Copay per inpatient Admission Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Operating, recovery, and Treatment rooms	\$100 Copay per inpatient Admission Annual Deductible applies.	\$200 Copay per inpatient Admission Annual Deductible applies.	\$500 Copay per inpatient Admission Annual Deductible applies	25% Coinsurance Annual Deductible applies.
Anesthesia	\$100 Copay per inpatient Admission Annual Deductible applies.	\$200 Copay per inpatient Admission Annual Deductible applies.	\$500 Copay per inpatient Admission Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Prescription Drugs and supplies used during a covered Hospital Admission	\$100 Copay per inpatient Admission Annual Deductible applies.	\$200 Copay per inpatient Admission Annual Deductible applies.	\$500 Copay per inpatient Admission Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Lab and diagnostic imaging	\$100 Copay per inpatient Admission Annual Deductible applies.	\$200 Copay per inpatient Admission Annual Deductible applies.	\$500 Copay per inpatient Admission Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Enhanced radiology services, including CT scans and MRIs	\$100 Copay per inpatient Admission Annual Deductible applies.	\$200 Copay per inpatient Admission Annual Deductible applies.	\$500 Copay per inpatient Admission Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Physical, occupational, radiation and speech therapy	\$100 Copay per inpatient Admission Annual Deductible applies.	\$200 Copay per inpatient Admission Annual Deductible applies.	\$500 Copay per inpatient Admission Annual Deductible applies.	25% Coinsurance Annual Deductible applies.

<b>Benefit Feature</b>	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
Anesthesia, inpatient Hospital charges for dental care provided to a covered person who is a child under age five (5), is severely disabled, or has a medical condition that requires Hospitalization or general anesthesia for dental Treatment	\$100 Copay per inpatient Admission Annual Deductible applies.	\$200 Copay per inpatient Admission Annual Deductible applies.	\$500 Copay per inpatient Admission Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
General nursing care	\$100 Copay per inpatient Admission Annual Deductible applies.	\$200 Copay per inpatient Admission Annual Deductible applies.	\$500 Copay per inpatient Admission Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Physician and other professional medical services provided while in the Hospital	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	25% Coinsurance Annual Deductible applies.
Emergency care	<b>Refer to Section IV.D. Emergency and Urgent Care</b>			

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### **NOTES:**

- Inpatient Copayments are waived if You are readmitted to the Hospital within 48 hours for Treatment of the same condition.
- If You are admitted to an inpatient hospital setting prior to or on the last day of Your plan year, are discharged from the same admission after the last day of Your plan year, and have selected a different PEIP Advantage Health Plan Administrator for the following plan year, the Plan Administrator in effect on the date of Your admission will be responsible for processing all claims related to your inpatient hospitalization until Your discharge. This provision applies exclusively to inpatient hospital confinements, regardless of diagnosis.
- The inpatient Copayment is waived for bariatric surgery and transplant surgery if the procedure is performed at a designated Center of Excellence. The Deductible and Copayment are waived for the newborn nursery charge. A “newborn admission” means the Admission date is equal to the baby’s date of birth.
- Includes gender reassignment surgery that meets medical criteria.

#### **NOT COVERED:**

- You pay all charges when You use a Provider without authorization by Your Primary Care Clinic.
- Refer to the Exclusions Section.

## L. Maternity

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Professional services for prenatal care and postnatal care	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Professional services for delivery	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

### NOTES:

- Female employees and/or covered female dependents may obtain direct access without a referral or any other Prior Authorization from their Primary Care Clinic (PCC) or any other person to an obstetrical or gynecological health care professional in the network of Your chosen Health Plan Administrator who specializes in obstetrics or gynecology for the following services: annual preventive health examinations and any Medically Necessary follow-up visits, maternity care, evaluation and necessary Treatment for gynecologic conditions or emergencies. The health care professional, however, may be required to comply with certain procedures, including obtaining Prior Authorization for certain services, following a pre-approved Treatment Plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact Your chosen Health Plan Administrator.
- If You are admitted to an inpatient hospital setting prior to or on the last day of Your plan year, are discharged from the same admission after the last day of Your plan year, and have selected a different PEIP Advantage Health Plan Administrator for the following plan year, the Plan Administrator in effect on the date of Your admission will be responsible for processing all claims related to your inpatient hospitalization until Your discharge. This provision applies exclusively to inpatient hospital confinements, regardless of diagnosis.
- Under federal law, group health Plans such as this Plan generally may not restrict benefits for any Hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn child's attending Provider, after consultation with the mother, from discharging the mother or her newborn child earlier than 48 hours (or 96 hours as applicable).
- Under federal law, the Plan may not require that a Provider obtain authorization from the Plan for prescribing a length of stay less than the 48 hours (or 96 hours) mentioned above.
- If a mother or newborn needs to be transferred to a different medical facility, the Plan is required to cover minimum inpatient care at both medical facilities for the mother, newborn, and newborn siblings with no Member cost sharing.
- The Plan covers screening for depression and anxiety in adult population, including pregnant and postpartum women.
- The Plan covers two comprehensive postnatal visits (visits with a health care provider that include a full assessment of the mother's and infant's physical, social, and psychological well-being, including but not limited to mood and emotional well-being; infant care and feeding; sexuality, contraception, and birth

spacing; sleep and fatigue; physical recovery from birth; chronic disease management; and health maintenance):

1. Not more than three weeks from the date of delivery, and
  2. 12 weeks from the date of the delivery
- The Plan covers any postnatal visits recommended by a health care provider between three and 11 weeks from the date of delivery.
  - The Plan covers one (1) home health visit within four (4) days of discharge from the Hospital if either the mother or the newborn child is confined for a period less than the 48 hours (or 96 hours) mentioned above. Refer to Home Health Care, section IV.G.
  - You pay all charges when You use a Provider not in the OB/GYN Network.
  - Maternity care may be provided to members in hospitals in either network of the Primary Care Clinic or the OB/GYN clinic.
  - The Plan covers aspirin: Pregnant Women at high risk for preeclampsia.
  - The Plan covers breastfeeding interventions.

#### **NOT COVERED:**

- You pay all charges when You use a Provider not in the OB/GYN Network.
- Refer to the Exclusions Section.

## **M. Mental Health**

The Plan covers:

- Outpatient health care professional services for diagnosis and Treatment of behavioral health disorders, evaluation, and crisis intervention.
- Outpatient Hospital/outpatient behavioral health facility charges.
- Inpatient health care professional charges.
- Inpatient Hospital/residential behavioral health facility/psychiatric residential treatment facilities charges.

<b>Benefit Feature</b> If care is received:	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
In an office setting, telemedicine, and e-visit	\$0 Copay per visit Annual Deductible applies.	\$0 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$60 Copay per visit Annual Deductible applies.
In an outpatient Hospital or surgical facility	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
In an inpatient Hospital setting	\$100 Copay per visit Annual Deductible applies.	\$200 Copay per visit Annual Deductible applies.	\$500 Copay per visit Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Physician and other professional medical services provided while in the Hospital	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	25% Coinsurance Annual Deductible applies.

<b>Benefit Feature</b> If care is received:	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
In a licensed residential Hospital setting	\$100 Copay per visit  Annual Deductible applies.	\$200 Copay per visit  Annual Deductible applies.	\$500 Copay per visit  Annual Deductible applies.	25% Coinsurance  Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### **NOTES:**

- Members must use a Network Provider.
- Court-ordered Treatment for Mental Health care that is based on an evaluation and recommendation for such Treatment or services by a physician or licensed psychologist is deemed Medically Necessary without further review by the Health Plan Administrator. An initial court-ordered exam for a dependent child under the age of 18 is also considered Medically Necessary without further review by the Health Plan Administrator.
- All mental health Treatment must be provided by a licensed mental health professional operating within the scope of their license.
- Outpatient family therapy is covered if part of a recommended Treatment Plan, for a mental health diagnosis.
- Coverage is provided for diagnosable mental health conditions, including autism and eating disorders. (For physical, occupational and speech therapy services for autism, refer to Section IV.M. Registered dietician service for eating disorders are covered at the same level as any other mental health services.)
- Treatment of children with an emotional disability in a licensed residential Treatment facility is covered the same as any other inpatient Hospital medical Admission.
- Benefits for inpatient Hospital services related to mental health are listed under Inpatient Hospital, Section IV.K.
- Care must be arranged through participating Providers. In some cases, referrals to non-participating Providers may be arranged on an exception basis with the prior consent of the Health Plan Administrator, where the Health Plan Administrator has determined there are access concerns or special circumstances. For mental health services or Treatment, the Allowed Amount for Nonparticipating Providers is either at the Provider's billed charges or the prevailing payment amount for the Treatment or services in the area where services are performed. You pay all charges that exceed the Allowed Amount when You use a Nonparticipating Provider, unless access to a Nonparticipating Provider is necessary due to access or special circumstances as determined by the Health Plan Administrator.
- If your Primary Care Clinic or Health Plan Administrator determines that structured mental health treatment is not medically necessary, you are entitled to a second opinion, paid by the Plan, by a health care professional who is qualified in the diagnosis and treatment of the problem and who is not affiliated with your Health Plan Administrator.
- Members may obtain outpatient mental health treatment or outpatient substance use disorder treatment without a Prior Authorization, except for treatment which is a medication. Prior authorizations required for medications used for outpatient mental health treatment or outpatient substance use disorder treatment must be processed as expeditiously as the member's medical condition requires, but no later than 48 hours and must include at least one business day after the initial request according to Minn. Stat. Sect. 62M.05, subdivision 3b, for initial determinations. For appeals, the prior authorization must be processed according to section 62M.06, subdivision 2.

- The Plan covers Depression screening for major depressive disorder (MDD) for adolescents ages 12 to 18 years.
- The Plan covers screening for anxiety in children and adolescents aged 8 to 18 years. The Plan covers screening for depression and anxiety in adult population, including pregnant and postpartum women.
- Benefits are provided for autism treatment, including intensive behavioral therapy programs for the treatment of autism spectrum disorders including but not limited to: Intensive Early Intervention Behavioral Therapy Services (EIBTS), Intensive Behavioral Intervention (IBI), and Lovaas Therapy.
- Treatment for gender dysphoria and gender reassignment if medically necessary based on the most recent, published standards of nationally recognized medical experts in the transgender field. Consult your plan's coverage criteria for more information.
- Treatment related to Pediatric autoimmune neuropsychiatric disorders associated with streptococcal infections (PANDAS) and pediatric acute-onset neuropsychiatric syndrome (PANS) treatment.

#### **NOT COVERED:**

- Services for mental health not listed in the most recent edition of The Diagnostic and Statistical Manual of Mental Illnesses, DSM-5-TR.
- Custodial and supportive care.
- Court-ordered services that do not meet the requirements listed in the Notes section above.
- Charges for services that are provided without charge, including services of the clergy that are normally provided without charge.
- Charges for marital, relationship, training services and religious counseling.
- Sex therapy in the absence of a diagnosed mental disorder.
- Refer to the Exclusions Section.



## N. Organ and Bone Marrow Transplant Coverage

Benefit Feature	If services are authorized by Your PCC and obtained from a Transplant Center designated by Your Health Plan Administrator	If services are not authorized by Your PCC
Services, supplies, drugs and related aftercare for the following human solid organ and blood and marrow transplant procedures, including umbilical cord blood and peripheral blood stem cell support procedures:	Refer to Benefit Chart on Page 49	No coverage
Allogeneic and syngeneic bone marrow for: <ul style="list-style-type: none"> <li>• Acute leukemia and chronic myelogenous leukemia</li> <li>• Myelodysplasia</li> <li>• Aplastic anemia</li> <li>• Wiskott-Aldrich syndrome</li> <li>• Cartilage-hair hypoplasia</li> <li>• Kostmann's syndrome</li> <li>• Infantile osteopetrosis</li> <li>• Neuroblastoma</li> <li>• Primary granulocyte dysfunction syndrome</li> <li>• Thalassemia major</li> <li>• Chronic granulomatous disease</li> <li>• Severe mucopolysaccharidosis</li> <li>• Hodgkin's and non-Hodgkin's lymphoma</li> </ul>		
Severe combined immunodeficiency disease <ul style="list-style-type: none"> <li>• Mucopolidosis</li> <li>• Myelodysplastic syndrome</li> <li>• Sickle cell disease</li> <li>• Multiple myeloma</li> <li>• Ewing's sarcoma</li> <li>• Medulloblastoma-peripheral neuroepithelioma</li> </ul>		

Benefit Feature	If services are authorized by Your PCC and obtained from a Transplant Center designated by Your Health Plan Administrator	If services are not authorized by Your PCC
<p>Autologous bone marrow and autologous peripheral stem cell support for:</p> <ul style="list-style-type: none"> <li>• Acute lymphocytic or non-lymphocytic leukemia</li> <li>• Chronic myelogenous leukemia</li> <li>• Advanced Hodgkin's lymphoma</li> <li>• Advanced non-Hodgkin's lymphoma</li> <li>• Advanced neuroblastoma</li> <li>• Testicular, mediastinal, retroperitoneal, ovarian germ cell tumors</li> <li>• Multiple myeloma</li> <li>• Ewing's sarcoma, and medulloblastoma-peripheral neuroepithelioma</li> </ul>		
Heart		
Liver (cadaver and living)		
Lung (single or double)		
<p>Pancreas transplant for: a diabetic with end-stage renal disease who has received a kidney transplant or will receive a kidney transplant during the same operative session.</p>		
<p>Air or ground transportation expenses incurred by the courier service to procure bone marrow that is later transplanted into You at a participating Transplant Center during one of the Covered Services listed above.</p>		

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
In an office setting	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
In an outpatient Hospital or surgical facility	\$60 Copay per visit Annual Deductible applies.	\$120 Copay per visit Annual Deductible applies.	\$250 Copay per visit Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
In an inpatient Hospital setting. (Copayment waived for Treatment received at Center of Excellence facility.)	\$100 Copay per visit Annual Deductible applies.	\$200 Copay per visit Annual Deductible applies.	\$500 Copay per visit Annual Deductible applies.	25% Coinsurance Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### NOTES:

- Transplant services must be performed at a center of excellence for transplants or participating transplant Provider designated by Your Health Plan Administrator. The transplant-related Treatment provided shall be subject to and in accordance with the provisions, limitations and other terms of this Summary of Benefits.
- Medical and Hospital expenses of the donor are covered only when the recipient is a covered person, and the transplant has been approved for coverage. Treatment of medical complications that may occur to the donor are not covered.
- Transplant coverage is subject to the medical policy of the Health Plan Administrator.
- As technology changes, the covered transplants listed above will be subject to modifications in the form of additions or deletions.
- Pre-certification, prior notification for currently approved procedures, or Prior Authorization may be required, depending upon the procedures designated by Your Health Plan Administrator.
- Benefits for inpatient Hospital services related to organ and bone marrow transplant coverage are listed under Inpatient Hospital, Section IV.K.
- The Plan covers eligible transplant services that are not experimental, investigational, or unproven procedures, and are without contraindications, while You are a Member. Coverage for organ transplants, bone marrow transplants and bone marrow rescue services are subject to periodic review and modification when new medical/scientific evidence and/or technology supports a finding that a procedure is no longer an Investigative procedure, or if medical/scientific evidence supports a finding that a procedure is no longer the standard/acceptable Treatment for a specific condition.

#### NOT COVERED:

- Services, supplies, drugs, and aftercare for or related to artificial or nonhuman organ implants.
- Services, supplies, drugs, and aftercare for or related to human organ transplants not specifically listed above as covered.
- Services, chemotherapy, radiation therapy (or any therapy that results in marked or complete suppression of blood producing organs), supplies, drugs, and aftercare for or related to bone marrow and peripheral stem cell support procedures that are considered Investigative or not Medically Necessary.

- Living donor organ and/or tissue transplants unless otherwise specified in this Summary of Benefits.
- Transplantation of animal organs and/or tissue.
- Additional exclusions are listed in the Exclusions Section.

## O. Outpatient Hospital Services

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
General nursing care	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Physician and other professional and medical services	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Drugs administered during therapy	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Radiation and chemotherapy	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Kidney dialysis	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Outpatient Hospital charges for dental care provided to a covered person who is a child under age five (5), is severely disabled or has a medical condition that requires Hospitalization or general anesthesia for dental Treatment	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Enhanced radiology services, including but not limited to CT scans, magnetic resonance imaging (MRI) and nuclear imaging	10% Coinsurance Annual Deductible applies.	15% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.	30% Coinsurance Annual Deductible applies.
Other diagnostic or Treatment-related outpatient services	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Diabetes self-management and education including medical nutrition therapy	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Scheduled surgery and all related services and supplies in an outpatient Hospital or surgical facility	\$60 Copay Annual Deductible applies.	\$120 Copay Annual Deductible applies.	\$250 Copay Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Dental surgery provided to a covered person who is a child under age five (5), is severely disabled or has a medical	\$60 Copay Annual Deductible applies.	\$120 Copay Annual Deductible applies.	\$250 Copay Annual Deductible applies.	25% Coinsurance Annual Deductible applies.

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
condition that requires Hospitalization or general anesthesia for dental Treatment				
Lab and diagnostic imaging	10% Coinsurance Annual Deductible applies.	10% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Physical, occupational and speech therapy	\$35 Copay per visit Annual Deductible applies	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
Emergency care	Refer to Section IV.D. Emergency and Urgent Care			

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### NOTES:

- Refer to Sections II.B.7. “Emergency Medical Care and Notification of Emergency Admission” or IV.D. “Emergency and Urgent Care” for a complete description of Your responsibilities in an emergency.
- Includes gender reassignment surgery that meets medical criteria.

#### NOT COVERED:

- You pay all charges when You use a Provider without authorization by Your Primary Care Clinic.
- Refer to the Exclusions Section.

## P. Palliative Care

The Plan covers Medically Necessary palliative care as follows:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Care ordered in writing by a physician and included in the written home care plan	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Professional visits by registered nurses (RNs), social workers (SWs), and chaplains to assist with advance care planning and/or accompany patient to office visits. (Note: RNs and SWs may not provide transportation for the patient.)	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Advance Practice Registered Nurse services to evaluate and modify the plan of care, only when such services are not	\$0 copay	\$0 copay	\$0 copay	\$0 copay

<b>Benefit Feature</b>	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
covered under another benefit under the Plan	Not subject to Annual Deductible	Not subject to Annual Deductible	Not subject to Annual Deductible	Not subject to Annual Deductible
Pediatric and/or adolescent anticipatory grief support counseling services	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Home health aide and respite care services	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Bereavement program services, including calls, mailings, visits, and support groups	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### **NOT COVERED:**

- Services provided by your family or a person who shares your legal residence.
- Respite or rest care except as specifically described in this section.
- Companion and home care services, unskilled nursing services.
- Services provided as a substitute for a primary care giver in the home.
- Services that can be performed by a non-medical person or self-administered.
- Home health aides, in lieu of nursing services.
- Services provided in the patient's home for convenience or due to lack of transportation.
- Custodial care.
- Refer to the Exclusions Section.

## **Q. Phenylketonuria (PKU)**

The Plan covers:

Specialty dietary Treatment for phenylketonuria (PKU) when recommended by a physician. The dietary Treatment is covered under the Pharmacy Benefit.

#### **NOTES:**

Applies to the Prescription Drug Out-of-Pocket Maximum

#### **NOT COVERED:**

- Refer to the Exclusions Section.

## R. Physician Services

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Office visits for illness or injury, including e-visits and Telemedicine	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
Surgery or surgical services received during an office visit, including circumcision and sterilization	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
Hearing aid exams, audiometric tests and Audiologist Evaluations which are provided by a participating Audiologist or Otolaryngologist. A referral from Your PCC is not necessary	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
Testing and diagnosis of infertility up to the diagnosis of infertility but not including any form of artificial insemination or assisted reproductive technologies. Refer to Fertility Care, Section IV.E.	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
Allergy testing	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
Diabetes outpatient self-management training and education, including medical nutrition therapy	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
Physician services related to a covered inpatient Hospital Admission	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	25% Coinsurance Annual Deductible applies.
Physician services related to an emergency room visit	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	25% Coinsurance Annual Deductible applies.
Physician services related to an outpatient surgery in a Hospital or surgical facility	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	25% Coinsurance Annual Deductible applies.



<b>Benefit Feature</b>	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
Anesthesia by a Provider other than the operating, delivering, or assisting Provider	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	25% Coinsurance Annual Deductible applies.
Lab (including allergy shots), Pathology, X-ray, Radiation and Chemotherapy, and any other services not included as part of preventive care and not subject to office visit or facility Copayments	10% Coinsurance Annual Deductible applies.	10% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Physician services related to other outpatient Hospital services	5% Coinsurance Annual Deductible applies.	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Enhanced radiology services, including but not limited to CT scans, magnetic resonance imaging (MRI), and nuclear imaging	10% Coinsurance Annual Deductible applies.	15% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.	30% Coinsurance Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### **NOTES:**

- Female employees and/or covered female dependents may obtain direct access without a referral or any other Prior Authorization from their Primary Care Clinic (PCC) or any other person to an obstetrical or gynecological health care professional in the network of Your chosen Health Plan Administrator who specializes in obstetrics or gynecology for the following services: annual preventive health examinations and any Medically Necessary follow-up visits, maternity care, evaluation and necessary Treatment for gynecologic conditions or emergencies. The health care professional, however, may be required to comply with certain procedures, including obtaining Prior Authorization for certain services, following a pre-approved Treatment Plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact Your chosen Health Plan Administrator.
- The Plan covers surgery and pre- and post-operative care for an Illness or injury. The Plan does not cover a charge separate from the surgery for pre- and post-operative care. If more than one (1) surgical procedure is performed during the same operative session, the Plan covers them based on the Allowed Amount for each procedure.
- Charges for physician services related to Major Organ and Bone Marrow Transplant Expense Coverage are included in the Transplant Payment Allowance.
- Treatment of diagnosed Lyme disease is covered on the same basis as any other illness.
- Refer to the Supplies and Durable Medical Equipment Section for Hearing Aid evaluation tests and Hearing Aid benefits.
- The plan covers unrestricted access to services for the diagnosis, monitoring, and treatment of rare diseases as outlined in Minn. Stat. Sec. 62Q.451. You should contact Your Health Plan Administrator for additional information.

## NOT COVERED:

- You pay all charges when You use a Provider without authorization by Your Primary Care Clinic.
- Charges for reversal of sterilization.
- Charges for sperm banking, charges for donor ova or sperm, charges for drug therapies related to infertility. Refer to the Fertility Care Section IV.E.
- Separate charges for pre- and post-operative care.
- Refer to the Exclusions Section.

## S. Prescription Drugs and Services

Prescription drugs and services are administered by the Advantage Plan's pharmacy benefit manager, CVS Caremark. Members will receive a separate Membership card and Member handbook from CVS Caremark.

Members pay the following Copayments when purchasing a drug at a network pharmacy:

Formulary Tier 1 drugs	\$18 Copayment for each 30-day supply
Formulary Tier 2 drugs	\$30 Copayment for each 30-day supply
Formulary Tier 3 drugs	\$55 Copayment for each 30-day supply

## NOTES:

- The following prescriptions qualify for the Copayment terms above:
  - A 30-day supply from an in-network Retail Pharmacy.
  - A 31-day up to a 90-day supply from an in-network Retail Pharmacy or from CVS Caremark Mail Service.
- The Formulary is a comprehensive list of preferred drugs selected on the basis of quality and efficacy by a professional committee of physicians and pharmacists. The Formulary serves as a guide for the Provider community by identifying which drugs are preferred. It is updated regularly and includes preferred brand name and generic drugs. The Formulary is available at the CVS Caremark Web site, [www.caremark.com](http://www.caremark.com).
- Medications are covered up to a 30-day supply of medication per Copayment, unless otherwise specified.
- Certain drugs require Prior Authorization in order for coverage to apply.
- Certain drugs have quantity limits.
- Certain Specialty Medications are required to be dispensed through CVS Caremark Specialty Pharmacy.
- All other provisions in this document apply to the Prescription Drug benefit.
- Non-Formulary brand name drugs are not covered unless CVS Caremark has approved a Formulary exception submitted by Your physician.
- If You choose a brand name drug when the equivalent generic drug is available, You will also pay the difference in the Allowed Amount between the brand name and the generic drug, in addition to the applicable Copayment. The additional cost difference is not an eligible expense and will not be credited toward Your out-of-pocket pharmacy maximum. When You have reached Your Prescription Drug Out-of-Pocket Maximum, You still pay the difference in the Allowed Amount between the brand name and the generic drug, even though You are no longer responsible for the Prescription Drug Copayments. You may pay significantly more in out-of-pocket costs if You choose a brand name drug when a generic drug is available, up to the cost of the brand name drug.

- Drugs that are not Tier 2 may be eligible to be obtained at a Tier 2 Copay if Your physician submits a Tiering exception that meets the CVS Caremark approval criteria.
- Dispense as written (DAW) does not override the generic requirement unless the Member has appealed for and received a Brand Penalty exception.
- CVS Caremark offers a Formulary exception process for exceptions to the Formulary. Refer to “Pharmacy Appeals” later in this section for information on filing a Formulary exception.
- A formulary exception will be granted when the formulary drug causes an adverse reaction, when the formulary drug is contraindicated, or when the prescriber demonstrates that a prescription drug must be dispensed as written to provide maximum medical benefit to the enrollee.
- Prescription drugs for the Treatment of infertility are covered The Coinsurance amount applies to Prescription Drug Out-of-Pocket Maximum.
- All prescriptions must be filled at a participating pharmacy, except when this is not reasonably possible in emergency or urgent situations. In the event You pay the entire cost of the prescription, You may submit a claim form for reimbursement via Caremark.com, the CVS Caremark Mobile Application or by mailing the claims form (Claim forms are located at [www.caremark.com](http://www.caremark.com) or You may call CVS Caremark Customer Care toll free at 1-844-205-8475 for assistance.) In these situations, the reimbursement amount is based on the pharmacy contracted rate and You may be responsible for more than the Copayment amount. A listing of participating pharmacies is available at [www.caremark.com](http://www.caremark.com).
- The Plan covers drugs for the Treatment of Mental Illness; the Plan complies with the statute’s requirements regarding continuing care and Formulary exceptions.
- Drugs administered during a Hospital stay are covered under the inpatient Hospital benefit.
- Self-administered injectables are covered through Your pharmacy benefit.
- Oral amino-based elemental formulae are covered if they meet the medical necessity criteria for covered conditions under Minn. Stat. 62Q.531.
- Pharmacy benefits for preventive over-the-counter products with a prescription, as determined by Health Care Reform and the Patient Protection and Affordable Care Act are provided at no cost.
  - Aspirin: Pregnant Women at high risk for pre-eclampsia age 12-59
  - Bowel Preparation Medications: Screening for Colorectal Cancer age 45 to 74
  - Folic Acid: Women under age 55
  - Oral fluoride: Children aged 5 and under
  - Tobacco Cessation Products: prescription and prescription OTC
- Pharmacy benefits for preventive products with a prescription, as determined by Health Care Reform and the Patient Protection and Affordable Care Act are provided at no cost.
  - Immunizations: Children and Adult
  - Low-Dose Statins: Adults aged 40-75
  - Contraceptives: Prescription contraceptives for a 12-month supply if prescribed by a health care provider.
  - Tobacco Cessation Products: prescription and prescription OTC
  - HIV Preexposure and Postexposure prophylaxis
  - Prediabetes prevention: Adults aged 35-70
  - Breast cancer prevention: Adults aged 35 and older

- Chronic disease” is defined by Minn. Stat. 62Q.481 and includes diabetes, asthma, and allergies requiring the use of epinephrine auto-injectors. Member cost sharing for prescription drugs to treat chronic disease is limited to not more than \$25 per one-month supply for each prescription drug. Member cost sharing for chronic disease-related medical supplies is limited to not more than \$50 per month.
- “Medical supplies” includes syringes, insulin pens, insulin pumps, test strips, glucometers, glucose monitors, epinephrine auto-injectors, asthma inhalers, and other supply items necessary to treat or administer a drug prescribed to treat a chronic disease.

### **SPECIAL NOTE REGARDING PRESCRIPTION DRUGS FOR MENTAL ILLNESS:**

- Prescription drugs for non-Formulary antipsychotic drugs prescribed to treat emotional disturbance or mental illness will be covered at the same level as Formulary drugs if the prescribing health care professional indicates that the prescription must be “Dispense As Written” (“DAW”) and certifies in writing to us that he or she has considered all equivalent drugs in the Formulary and has determined that the drug prescribed will best treat the patient’s condition.
- If You are taking a Formulary drug to treat Mental Illness and the drug is removed from the Formulary, or if You are taking a non-Formulary drug to treat Mental Illness when You change health Plans and the medication has shown to effectively treat Your condition, the non-Formulary drug will be covered at the same level as a Formulary drug for up to one (1) year if:
  - You have been treated with the drug for 90 days prior to a change in the Formulary or a change in Your Health Plan;
  - The prescribing health care professional indicates that the prescription must be “DAW”; and
  - The prescribing health care professional certifies in writing to us that the drug prescribed will best treat Your condition.
- The continuing care provision described above may be extended annually if the prescribing health care professional indicates that the prescription must be “DAW” and certifies in writing to us that the drug prescribed will best treat Your condition.
- If the prescribing health care professional believes that You need coverage for a drug that is used to treat a mental health condition that is not on the Formulary, there is a process to request an exception. The health care professional must submit clinical documentation showing that the Formulary drug(s) cause an adverse reaction or is contraindicated for the patient, or that the non-Formulary drug must be “DAW” to provide maximum benefit to the patient.

### **NOT COVERED:**

- Drugs that the federal government has not approved for sale.
- Charges for over-the-counter drugs that are not preventive as prescribed by a physician, such as vitamin therapy or Treatment, appetite suppressants.
- Prescription drugs classified as less than effective by the federal government, biotechnological drug therapy which has not received federal approval for the specific use being requested except for off-label use in cancer Treatment as specified by law; Prescription Drugs which are not administered according to generally accepted standards of practice in the medical community.

- Replacement of drugs due to loss, damage, or theft.
- Bulk Chemicals.
- Drugs used for cosmetic Treatments such as Retin-A, Rogaine, or their medical equivalent.
- Unit dose medications, including bubble pack or pre-packaged medications, except for medications that are unavailable in any other dose or packaging.
- Drugs recently approved by the federal government may be excluded until reviewed and approved by the Pharmacy and Therapeutic Committee, which determines the therapeutic advantage of the drug and the medically appropriate application.
- Refer to the Exclusions Section

## **How do I make a complaint or file an appeal?**

When You have a concern about a benefit, claim or other service, call Caremark Customer Care toll-free at 1-844-205-8475. Customer Care Representatives will answer Your questions and resolve Your concerns quickly.

### **Pharmacy appeals**

The CVS Caremark Appeals Department carefully reviews all the information that is provided and applies the terms of Your pharmacy benefit Plan to Your request for review. All information is reviewed on a case-by-case basis, specific to each Member and the circumstances surrounding the request.

If Your issue or concern is not resolved by calling Customer Care, You have the right to file a written appeal with CVS Caremark. Send this appeal, along with any related information from Your doctor, to:

#### **Fax**

CVS Caremark  
1-866-443-1172  
ATTN: Appeals Department

#### **Mail**

Caremark, Inc.  
Appeals Department MC 109  
P.O. Box 52084  
Phoenix, AZ 85072-2084

The appeal must be resolved within 30 days of filing with CVS Caremark

## T. Preventive Care

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Preventive medical evaluations	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Routine gynecological exams	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Routine cancer screening	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Lab and diagnostic imaging	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Standard immunizations and vaccinations	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Routine hearing exams	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Prenatal and postnatal care	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Routine eye exams	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Counseling (individual, group, and telephone) for purposes of tobacco cessation	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

### NOTES:

- Benefits for services identified as preventive care are determined based on A and B recommendations and criteria established by professional associations and experts in the field of preventive care, (i.e., United States Preventive Services Task Force-USPSTF).

- Female employees and/or covered female dependents may obtain direct access without a referral or any other Prior Authorization from their Primary Care Clinic (PCC) or any other person to an obstetrical or gynecological health care professional in the network of Your chosen Health Plan Administrator who specializes in obstetrics or gynecology for the following services: annual preventive health examinations and any Medically Necessary follow-up visits, maternity care, evaluation and necessary Treatment for gynecologic conditions or emergencies. The health care professional, however, may be required to comply with certain procedures, including obtaining Prior Authorization for certain services, following a pre-approved Treatment Plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact Your chosen Health Plan Administrator.
- Coverage for an annual mammogram screening using digital breast tomosynthesis (3D) is covered with no member cost sharing.
- Benefits for routine preventive care for a child under age six (6) are listed under the Well Child Care, Section IV.AA.
- Non-routine hearing exams are subject to referral from Your PCC, and subject to an office Copay.
- Eye injury or illness exams do not require a referral from Your PCC. Eye injury or illness exams at an in-network provider will be covered as an office visit based on the benefit level in which the individual is enrolled.
- You pay all charges when You use a Provider without authorization by Your Primary Care Clinic, except for those services specified.
- Routine eye exams are covered once per Plan year under the preventive care benefit.
- Remember that during a visit for routine care (such as hearing and eye exams, and annual physical exams), if Your Provider indicates a non-preventive diagnosis code because of additional attention to a specific condition, Your exam may no longer be considered routine, and You may be charged a Copay or Deductibles. Should You have questions, contact Your Health Plan Administrator.
- Immunizations and vaccinations (e.g. influenza or varicella) are covered under the preventive care benefit if they are recommended for specific populations by any one of the following advisory organizations:
  - Centers for Disease Control and Prevention’s Advisory Committee on Immunization Practices (ACIP)
  - American Academy of Pediatrics
  - American College of Obstetricians
  - American College of Physicians
  - American Academy of Family Physicians
  - The Infectious Disease Society of America

Whenever possible, it is recommended to get immunizations at your Primary Care Clinic (PCC). However, these services are also covered without a referral if received from any provider contracted with your Health Plan Administrator—such as primary care clinics, retail pharmacy clinics, or worksite vaccination clinics.

- **Important note:** health care services other than vaccinations that are received outside of your selected PCC may not be covered without a referral from your PCC (see Section II.B.3.), even if such services are provided during the same visit as an immunization. If you are uncertain about what services will be covered, or whether Your Health Plan Administrator contracts with a given provider, call Your Health Plan Administrator before you seek care.

- Statin preventative medication for prevention of cardiovascular disease are covered.
- Folic acid supplementation for all women who are planning or capable of pregnancy are covered.
- Related to tobacco cessation, the plan covers the following without cost-sharing:
  1. Screening for tobacco use; and,
  2. For those who use tobacco products, two tobacco cessation attempts per year. For this purpose, covering a tobacco cessation attempt includes coverage for:
    - Four tobacco cessation counseling sessions of at least 10 minutes each (including telephone counseling, group counseling and individual counseling); and
    - All Food and Drug Administration (FDA)-approved tobacco cessation medications (including both prescription and over-the-counter medications) for a 90-day treatment regimen when prescribed by a health care provider.
- The Plan covers Aspirin for Pregnant women at high risk for preeclampsia, when prescribed by a health care provider.
- The Plan covers Breastfeeding intervention.
- The Plan covers Tuberculosis screening for adults in populations at increased risk.
- The Plan covers Syphilis, Chlamydia, and Gonorrhea screening for persons who are at increased risk for infection.
- The Plan covers Colorectal cancer screening starting at age 45 years and continuing until age 75, unless determined to be medically necessary by your provider.
- The Plan covers Depression screening for major depressive disorder (MDD) for adolescents ages 12 to 18 years.
- The Plan covers screening for anxiety in children and adolescents aged 8 to 18 years. The Plan covers screening for depression and anxiety in adult population, including pregnant and postpartum women.
- The Plan covers Routine cancer screening including pap smears, mammograms, and surveillance tests for ovarian cancer for women who are risk for ovarian cancer.
- The Plan covers BRCA risk assessment, genetic counseling/testing.
- The Plan covers screening for prediabetes and type 2 diabetes in adults aged 35 to 70 who are overweight or obese.
- The plan covers rapid Whole Genome Sequencing (rWGS) for enrollees who are 21 years of age or younger with a complex or acute illness of unknown etiology, and meet specific coverage criteria of Minn. Stat. Sec. 62A.3098.
- The Plan covers biomarker testing to diagnose, treat, manage, and monitor illness or disease which meet the criteria of Minn. Stat. Sect. 62Q.473.
- The Plan covers screening for hepatitis B virus (HBV) infection in adolescents and adults at increased risk for infection.
- The Plan covers screening for hepatitis C virus (HCV) infection in adults aged 18 to 79 years.
- The Plan covers annual screening for lung cancer with low-dose computed tomography (LDCT) in adults aged 50 to 80 years who have a 20 pack-year smoking history and currently smoke or have quite within the past 15 years. The screening is discontinued once a person has not smoked for 15 years or develops a health problem that substantially limits life expectancy or the ability or willingness to have curative lung surgery.



## NOT COVERED:

- In accordance with USPSTF guidelines, the Plan will no longer cover prostate cancer screening for men 50 years of age or older and men 40 years of age or over who are symptomatic or in a high-risk category in the Preventive Care category. This screening will be covered under the J. Lab, Pathology and X-ray category.
- Charges for physical exams for the purpose of obtaining employment, insurance, or participating in sports unless otherwise Medically Necessary.
- Charges for recreational or educational therapy, or forms of non-medical self-care or self-help training, including, but not limited to, health club Memberships, tobacco reduction programs (unless Medically Necessary, appropriate Treatment, and a Plan-approved program), and any related diagnostic testing.
- Charges for lenses, frames, contact lenses or other fabricated optical devices or professional services for the fitting and/or supply thereof (except when eligible under the Supplies and Durable Medical Equipment Section), including the Treatment of refractive errors such as radial keratotomy.
- Refer to the Exclusions Section.

## U. Reconstructive Surgery

The Plan covers:

- Surgery to repair a defect caused by an accidental injury.
- Reconstructive surgery incidental to or following surgery resulting from injury, sickness, or disease of that part of the body.
- Reconstructive surgery performed on an eligible dependent child who has a congenital disease or anomaly that has caused a functional defect, as determined by the attending physician.
- Cosmetic surgery to correct a child's birth defect (other than a developmental defect), for dependent children.
- Treatment of cleft lip and cleft palate (refer also to Section IV.C., Dental Care).
- Elimination or maximum feasible Treatment of portwine stain.
- Reconstruction of the breast on which the mastectomy was performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; and prosthesis and Treatment for physical complications during all stages of mastectomy, including swelling of the lymph glands (lymphedema). Services are provided in a manner determined in consultation with the physician and patient. Coverage is provided on the same basis as any other Illness. These services are required under the Federal Women's Health and Cancer Rights Act of 1998.
- Orthognathic surgery that is considered Medically Necessary.

Benefit Feature If care is received:	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
In an office setting	\$35 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$70 Copay per visit Annual Deductible applies.	\$90 Copay per visit Annual Deductible applies.
In an outpatient Hospital or surgical facility	\$60 Copay per visit	\$120 Copay per visit	\$250 Copay per visit	25% Coinsurance

<b>Benefit Feature</b> If care is received:	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
	Annual Deductible applies.	Annual Deductible applies.	Annual Deductible applies.	Annual Deductible applies.
In an inpatient Hospital setting	\$100 Copay per visit Annual Deductible applies.	\$200 Copay per visit Annual Deductible applies.	\$500 Copay per visit Annual Deductible applies.	25% Coinsurance Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### **NOTES:**

- The above benefit is for physician services related to reconstructive surgery. Benefits for inpatient Hospital services related to reconstructive surgery are listed under Inpatient Hospital, Section IV.K.
- You pay all charges when You use a Provider without authorization by Your Primary Care Clinic.
- Refer to the Specific Benefit feature in this Summary of Benefits for more information.

#### **NOT COVERED:**

- Charges for cosmetic health services or any related services, except as provided above.
- Refer to the Exclusions Section.

## **V. Skilled Nursing Services**

The Plan covers:

<b>Benefit Feature</b>	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
Skilled Care ordered by a physician	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Semiprivate Room and board	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
General nursing care	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Prescription Drugs and supplies used during a covered Admission, and billed through the skilled nursing facility	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Physical, occupational and speech therapy	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

**NOT COVERED:**

- You pay all charges when You use a Provider without prior authorization by Your Primary Care Clinic.
- Charges for maintenance or Custodial Care or long-term care.
- Charges for forms of non-medical self-care or self-help training.
- Refer to the Exclusions Section.

**W. Specified Out-of-Network Services – Family Planning Services**

The Plan covers:

The following services when You elect to receive them from an out-of-network Provider, at the same level of coverage the Plan provides when You elect to receive the services from Your PCC:

- Voluntary family planning of the conception and bearing of children
- Provider visits and tests to make a diagnosis of infertility
- Testing and Treatment of sexually transmitted diseases
- Testing for AIDS and other HIV-related conditions

Coverage level is the same as the corresponding benefit otherwise shown under **Cost Levels 1, 2, 3 and 4** in the Benefit Chart, depending on the type of service provided, such as Physician Services.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

**X. Substance Use Disorder Care**

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Medically Necessary outpatient professional services for diagnosis and Treatment of Substance-Related Disorders rendered in a provider’s office, e-visits, or telemedicine	\$0 Copay per visit Annual Deductible applies.	\$0 Copay per visit Annual Deductible applies.	\$40 Copay per visit Annual Deductible applies.	\$60 Copay per visit Annual Deductible applies.
Medically Necessary outpatient professional services for diagnosis and Substance-Related Disorders rendered on an outpatient basis in a Hospital.	5% Coinsurance Annual Deductible applies	5% Coinsurance Annual Deductible applies.	20% Coinsurance Annual Deductible applies.	25% Coinsurance Annual Deductible applies.

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Medically Necessary inpatient and professional services for Substance-Related Disorders which required the level of care provided only in an acute care facility.	\$100 Copay per Admission Annual Deductible applies.	\$200 Copay per Admission Annual Deductible applies.	\$500 Copay per Admission Annual Deductible applies.	25% Coinsurance Annual Deductible applies.
Physician and other Professional Medical Services Provided while in the Hospital.	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	25% Coinsurance Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### NOTES:

- A comprehensive diagnostic assessment will be made of each patient as the basis for a determination by a participating Substance Use Disorder professional concerning the appropriate Treatment site and the extent of services required.
- Care must be arranged through participating Substance Use Disorder dependency Providers. In some cases, Referrals to Nonparticipating Providers may be arranged on an exception basis with the prior consent of the Health Plan Administrator, where the Health Plan Administrator has determined there are access concerns or special circumstances. For Substance Used Disorder dependency services or Treatment, the Allowed Amount for Nonparticipating Providers is either at the amount agreed between the Health Plan Administrator and the Provider, or if no such agreement, the lesser of the Provider's billed charges or the prevailing payment amount for the Treatment or services in the area where the services are performed.
- You pay all charges that exceed the Allowed Amount when You use a Nonparticipating Provider unless access to a Nonparticipating Provider is necessary due to access, or special circumstances as determined by the Health Plan Administrator.
- Members may obtain outpatient substance use disorder treatment without a Prior Authorization, except for treatment which is a medication. Prior authorizations required for medications used for outpatient substance use disorder treatment must be processed as expeditiously as the member's medical condition requires, but no later than 48 hours and must include at least one business day after the initial request according to Minn. Stat. Sect. 62M.05, subdivision 3b, for initial determinations. For appeals, the prior authorization must be processed according to section 62M.06, subdivision 2.
- Benefits for inpatient Hospital services related to substance use disorder are listed under Inpatient Hospital, Section IV.K.
- Members may obtain treatment delivered through a neonatal abstinence program operated by pediatric pain or palliative care subspecialists without prior authorization.
- Court-ordered Treatment for Substance Use Disorder Dependency care that is based on an evaluation and recommendation for such Treatment or services by a physician or a licensed psychologist, a licensed alcohol and drug dependency counselor or a certified Substance Use Disorder dependency assessor is deemed Medically Necessary without further review by the Health Plan Administrator. An initial court-ordered exam for a dependent child under the age of 18 is also considered Medically Necessary without further review by the Health Plan Administrator.

- Admissions that qualify as “emergency holds,” as the term is defined in Minn. Stat. Sec. 253B.051, are considered Medically Necessary for the entire Admission.
- For lab and x-ray services billed by a professional, refer to Physician Services Section IV.R. For lab and x-ray billed by a facility, refer to Inpatient Hospital Section IV.K or Outpatient Hospital Services Section IV.O.
- The Plan provides coverage for Substance Use Disorder dependency Treatment provided to a Member by the Department of Corrections while the Member is committed to a state correctional facility following a conviction for a first-degree driving while impaired offense (in accordance with Minn. Stat. Sec. 62Q.137).
- If your PCC or Health Plan Administrator determines that structured Substance Use dependency Treatment is not Medically Necessary, you are entitled to a second opinion, paid by the Plan, by a health care professional who is qualified in the diagnosis and Treatment of the problem and who is not affiliated with your Health Plan Administrator.

#### **NOT COVERED:**

- Custodial and supportive care.
- Court-ordered services that do not meet the requirements listed in the “NOTES” section above.
- Charges for services to hold or confine a person under chemical influence when no medical services are required.
- Refer to the Exclusions Section.

## **Y. Supplies, Durable Medical Equipment, Prosthetics and Orthotics**

Covered items include but are not limited to the following:

<b>Benefit Feature</b>	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
Durable Medical Equipment (DME), which includes wheelchairs, Hospital beds, ventilators, oxygen equipment, side rails, insulin pumps	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers
Medical supplies, which includes splints, nebulizers, surgical stockings, casts, Medically Necessary post-surgical dressings, , intermittent catheters, and catheter kits	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers

<b>Benefit Feature</b>	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
Wigs coverage is limited to hair loss suffered as a result of a health condition – once per Benefit Year	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers
Covered prosthetics include: <ul style="list-style-type: none"> <li>• breast prosthesis,</li> <li>• artificial limbs, and</li> <li>• artificial eyes</li> </ul>	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers
Initial lenses after surgery for: <ul style="list-style-type: none"> <li>• cataracts,</li> <li>• aphakia, (Does not include progressive or no-line bifocals or anti-reflective lenses)</li> </ul>	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers
The Plan will cover initial purchase of keratoconus lenses or the purchase of subsequent keratoconus lenses only when the physician provides a written statement verifying that there has been a change in the prescription.	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers
Hearing Aids that are Medically Necessary, including internal and external devices. Related fitting or adjustments are covered under office calls. Hearing Aids, batteries and accessories are eligible if purchased through a participating Provider or Hearing Aid supplier.	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers

<b>Benefit Feature</b>	<b>Cost Level 1 You Pay</b>	<b>Cost Level 2 You Pay</b>	<b>Cost Level 3 You Pay</b>	<b>Cost Level 4 You Pay</b>
Cochlear implants	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers
Enteral feedings when the sole source of nutrition used to treat a life-threatening condition	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles. To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers
Medically necessary custom molded Foot Orthotics prescribed by a physician	20% Coinsurance Not subject to annual Deductibles To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers
Diabetic supplies <ul style="list-style-type: none"> <li>• blood/urine test strips</li> <li>• syringes/needles</li> <li>• cotton balls</li> <li>• alcohol swabs</li> <li>• glucose monitors</li> <li>• insulin pumps</li> <li>• lancets or other bloodletting devices</li> <li>• other diabetic supplies as deemed medically appropriate and necessary for Members with gestational, Type I or Type II diabetes</li> </ul>	20% Coinsurance Not subject to annual Deductibles To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles To receive the best benefits, Members should use network Providers	20% Coinsurance Not subject to annual Deductibles To receive the best benefits, Members should use network Providers	25% Coinsurance Annual Deductible applies. To receive the best benefits, Members should use network Providers
Manual breast pumps	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

**NOTES:**

- Important: There may be differences between the Health Plan Administrators in the way this benefit is administered.
- The Plan Administrators will reimburse providers for standard Durable Medical Equipment and any upgrade charges are member responsibility.
- Durable Medical Equipment, including Hearing Aids, is covered up to the Allowed Amount to rent or buy the item. Allowable rental charges are limited to the Allowed Amount to buy the item. The Health Plan Administrator has the right to determine whether an item will be approved for rental versus purchase.
- Payment will not exceed the cost of an alternate piece of equipment or service that is effective and Medically Necessary.
- Hearing Aids and Hearing Aid evaluation tests, which are to determine the appropriate type of aid, are covered as Medically Necessary.
- The plan covers one basic, standard hearing aid for each ear with cost-sharing according to the benefit chart above, based on the fee schedule of the plan administrator. A basic hearing aid is defined as a hearing device that consists of a microphone, amplifier, volume control, battery, and receiver. It does not include upgrades above and beyond the functionality of a basic hearing aid. If a member selects upgraded hearing aids, the difference in cost between the upgraded hearing aid and the standard model will be member responsibility.
- Coverage for Durable Medical Equipment will not be excluded solely because it is used outside the home.
- “Chronic disease” is defined by Minn. Stat. 62Q.481 and includes diabetes, asthma, and allergies requiring the use of epinephrine auto-injectors. Member cost sharing for chronic disease-related medical supplies is limited to not more than \$50 per month.
  - “Medical supplies” includes syringes, insulin pens, insulin pumps, test strips, glucometers, glucose monitors, epinephrine auto-injectors, asthma inhalers, and other supply items necessary to treat or administer a drug prescribed to treat a chronic disease.
- The Plan provides coverage for orthotic and prosthetic devices as defined by Minn. Stat. Sec. 62Q.665 and 62Q.6651.
- Contact your Health Plan Administrator (page 4), for general description of the coverage, level of coverage available, and criteria and procedures for any prior authorization.

#### **NOT COVERED:**

- Personal and convenience items or items provided at levels which exceed the Health Plan Administrator’s determination of medical necessity.
- Replacement or repair of covered items, if the items are 1) damaged or destroyed by misuse, abuse, or carelessness; 2) lost; or 3) stolen.
- Over the counter supplies.
- Other equipment and supplies that are not eligible for coverage. The Health Plan Administrator makes this determination and will notify You if the equipment is not eligible for coverage.
- Labor and related charges for repair estimates of any covered items which are more than the cost of replacement by an approved vendor.
- Sales tax, mailing, delivery charges, service call charges.
- Items which are primarily educational in nature or for vocation, comfort, convenience, or recreation.



- Modification to the structure of the home including, but not limited to, its wiring, plumbing, or charges for installation of equipment.
- Vehicle, car, or van modifications, including but not limited to hand brakes, hydraulic lifts, and car carriers.
- Charges for services or supplies that are primarily and customarily used for a nonmedical purpose or used for environmental control or enhancement (whether prescribed by a physician) including, but not limited to, exercise equipment, air purifiers, air conditioners, dehumidifiers, heat appliances, water purifiers, hypoallergenic mattresses, waterbeds, vehicle lifts, computers and related equipment, communication devices, and home blood pressure kits.
- Charges for lenses, frames, contact lenses, or other optical devices or professional services for the fitting and/or supply thereof, including the surgical Treatment of refractive errors such as radial keratotomy.
- Duplicate equipment or supplies.
- Charges for arch supports, and orthopedic shoes and Foot Orthotics, including biomechanical evaluation and negative mold foot impressions, except as specified above.
- Enteral feedings and other nutritional and electrolyte substances, except for conditions that meet medical necessity criteria as determined by the Health Plan Administrator.
- Oral dietary supplements, except for phenylketonuria (PKU).
- Refer to the Exclusions Section.

## Z. Ventilator Dependent Communication Services

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Up to 120 hours per confinement for services provided by a private duty nurse or personal care assistant for a ventilator-dependent patient in a Hospital. The private duty nurse will perform only the services of communicator or interpreter for the ventilator-dependent patient during the transition period to assure adequate training of the Hospital staff to communicate with the ventilator-dependent patient	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	25% Coinsurance Annual Deductible applies.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

### NOTES:

- Ventilator-dependent communication services are limited to a combined total of 120 hours per Admission.
- You pay all charges when You use a Provider without authorization by Your Primary Care Clinic.

### NOT COVERED:

- Charges for private-duty nursing, except as specified above.
- Refer to the Exclusions Section.

## AA. Well-Child Care

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Pediatric preventive services	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Developmental assessments	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Medically Necessary immunizations for a child from birth to age 18	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### NOTES:

- Benefits for routine preventive care for a child aged six (6) or older are listed under the Preventive Care Section IV.T., except as specified above. You pay all charges when You use a Provider without authorization by Your Primary Care Clinic.

#### NOT COVERED:

- You pay all charges when You use a Provider without authorization by Your Primary Care Clinic.
- Refer to the Exclusions Section.

## BB. Women's Preventive Health Care Services

The Plan covers:

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Screening for gestational diabetes mellitus (GDM)	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Human papillomavirus (HPV) testing	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Counseling for sexually transmitted infection (STI)	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Counseling and screening for human immunodeficiency virus (HIV)	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Counseling and screening for interpersonal and domestic violence	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Breastfeeding support, supplies, and counseling	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Well-woman visits	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible
Contraceptive methods, female sterilization and counseling	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible	\$0 copay Not subject to Annual Deductible

For contraceptive prescription medications, refer to Section IV. S. Prescription Drugs and Services.

The Out-of-Service-Area Schedule of Benefits in Section V. shows costs for out-of-area services.

#### NOTES:

- There may be differences among Health Plan Administrators in the way this benefit is administered. Members should contact their Health Plan Administrator with questions regarding coverage levels for specific services, equipment, and prescription drugs.
- Syphilis screening for non-pregnant persons.
- Routine cancer screening including pap smears, mammograms, and surveillance tests for ovarian cancer for women who are risk for ovarian cancer.
- The Plan covers BRCA risk assessment, and genetic counseling/testing.
- Refer to Section IV.W. - Specified Out-of-Network Services – Family Planning Services for more information.

#### NOT COVERED:

- Refer to the Exclusions Section VII.

## V. Benefit Coverage outside of the PEIP Advantage Plan Service Area

This section lists Covered Services and the benefits the Plan pays when those services are received outside the Advantage Plan's Service Area. All benefit payments are based on the Allowed Amount. Out-of-Area coverage has a separate and distinct deductible from In-Area coverage. The out-of-area benefit chart in Section V. outlines how the care is covered. All care that is received outside of the Advantage Plan's service area must be obtained by a provider within the national network of the member's Health Plan Administrator to be covered. There is NO COVERAGE if a national network provider is not used, except for urgent and emergency care. All coverage and charges for emergency services must comply with the No Surprises Act. Urgent care and emergency care will be covered at the cost level of the member's selected primary care clinic. Referrals are not required for care received outside of the Advantage Plan's service area.

## A. 2026 PEIP Advantage Health Plan Schedule of Benefits – Out-of-Area

Benefit Provision	MN Advantage Health Plan – Out-of-Area
<b>A. Preventive Care Services</b> <ul style="list-style-type: none"> <li>• Routine medical exams, cancer screening</li> <li>• Child health preventive services, routine immunizations</li> <li>• Prenatal and postnatal care and exams</li> <li>• Adult immunizations</li> <li>• Routine eye and hearing exams</li> </ul>	\$0 copay Not subject to Annual Deductible
<b>B. Annual First Dollar Deductible</b> Single Family	\$750 \$1,500
<b>C. Office visits for Illness/Injury, for Outpatient Physical, Occupational, e-visits, or Speech Therapy</b> <ul style="list-style-type: none"> <li>• Outpatient visits in a physician's office or telemedicine</li> <li>• Chiropractic services</li> </ul> <b>C1. Outpatient office visits in a provider's office or telemedicine for mental health and substance use disorder</b> <b>C2. Urgent Care clinic visits (in or out of network/in or out of service area)</b>	\$70 copay per visit Annual Deductible applies.  \$40 copay per visit Annual Deductible applies.  Covered at in-network and in-service-area selected PCC levels
<b>D. In-Network Convenience/Retail Clinics (in person or virtual care). See summary for covered virtual care providers</b>	\$0 copay Not subject to Annual Deductible
<b>E. Emergency Care</b> (in or out of network/in or out of service area) Emergency care received in a hospital emergency room	Covered at in-network and in-service-area selected PCC levels
<b>F. Inpatient Hospital</b>	\$500 copay Annual Deductible applies.
<b>G. Outpatient Surgery</b>	\$250 copay Annual Deductible applies.
<b>H. Hospice and Skilled Nursing Facility</b>	\$0 copay Not subject to Annual Deductible
<b>I. Prosthetics and Durable Medical Equipment</b>	20% coinsurance Not subject to Annual Deductible
<b>J. Lab</b> (including allergy shots), <b>Pathology, and X-ray</b> (not included as part of preventive care and not subject to office visit or facility copayments)	20% coinsurance Annual Deductible applies.
<b>K. MRI/CT scans</b>	25% coinsurance Annual Deductible applies.

Benefit Provision	MN Advantage Health Plan – Out-of-Area
<b>L. Other expenses not covered in A – K above, including but not limited to:</b> <ul style="list-style-type: none"> <li>• Ambulance</li> <li>• Home Health Care</li> <li>• Outpatient Hospital Services (non-surgical): <ul style="list-style-type: none"> <li>○ Radiation/chemotherapy</li> <li>○ Dialysis</li> <li>○ Day treatment for mental health and substance use disorder</li> <li>○ Other diagnostic or treatment related outpatient services</li> </ul> </li> </ul>	20% coinsurance Annual Deductible applies.
<b>M. Prescription Drugs</b> 30-day supply of Tier 1, Tier 2, or Tier 3 prescription drugs.	Tier 1 - \$18 Tier 2 - \$30 Tier 3 - \$55
<b>N. Plan Maximum Out-of-Pocket Expense for Prescription Drugs (single/family)</b>	\$1,050 / 2,100
<b>O. *Plan Maximum Out-of-Pocket Expense (single/family)</b>	\$1,700 / 3,400 (cost levels 1, 2) \$2,400 / 4,800 (cost level 3) \$3,600 / 7,200 (cost level 4)

Out-of-area coverage is available outside the Advantage Plan's service area. Out-of-area deductibles are separate from in-area deductibles (except for urgent care) but do accumulate to out-of-pocket maximums.

\* Your out-of-pocket maximum will be the Plan Maximum Out-of-Pocket Expense (Letter O) of the Primary Care Clinic you choose. **Notes/Additional Out-of-Service-Area Coverage Information:**

- **Ambulance:** Refer to Section IV.A. Cost Level 3.
- **Chiropractic Care:** For Blue Cross and Blue Shield Members outside the Advantage Plan Service Area, acupuncture is covered. No referral is required. Refer to Section IV.B. Cost Level 3.
- **Dental Care:** Refer to Section IV.C. Cost Level 3.
- **Emergency and Urgent Care (In- and out-of-area/ In or Out of Network):** Refer to Section IV.D. Covered at cost level of selected PCC.
- **Fertility Care: - Network Benefits:** Refer to Section IV.E. and Section IV.W. - Specified Out-of-Network Services – Family Planning Services for more information.
- **Habilitative and Rehabilitative Therapy Services:** Refer to Section IV.F. Cost Level 3.
- **Home Health Care:** Refer to Section IV.G. Cost Level 3.
- **Home Infusion Therapy:** Refer to Section IV.H. Cost Level 3.
- **Hospice Care:** Refer to Section IV.I.
- **In-network Convenience Clinics:** Refer to Section IV.J.
- **Inpatient Hospital:** Refer to Section IV.K. Cost Level 3.
- **Maternity:** Refer to Section IV.L. Cost Level 3.
- **Mental Health:** Refer to Section IV.M. Cost Level 3.
- **Organ and Bone Marrow Transplant Coverage:** Refer to Section IV.N. Cost Level 3.

- **Outpatient Hospital Services:** Refer to Section IV.O. Cost Level 3.
- **Palliative Care:** Refer to Section IV.P.
- **Phenylketonuria (PKU):** Refer to Section IV.Q.
- **Physician Services:** Refer to Section IV.R. Cost Level 3.
- **Preventive Care:** Refer to Section IV.T.
- **Reconstructive Surgery:** Refer to Section IV.U. Cost Level 3.
- **Skilled Nursing Services:** Refer to Section IV.V.
- **Specified Out-of-Network Services – Family Planning Services:** Refer to Section IV.W. Covered at cost level of selected PCC.
- **Substance Use Disorder Care:** Refer to Section IV.X. Cost Level 3.
- **Supplies, Durable Medical Equipment, Prosthetics and Orthotics:** Refer to Section IV.Y. Cost Level 3.
- **Ventilator Dependent Communication Services:** Refer to Section IV.Z.
- **Well-Child Care:** Refer to Section IV.AA.
- **Women’s Preventative Health Care Services:** Refer to Section IV.BB and Section IV.W. - Specified Out-of-Network Services – Family Planning Services for more information.

## VI. Miscellaneous coverage features

### A. HEALTH EDUCATION

In addition to diabetes outpatient self-management and education benefits described in Section IV.O. Outpatient Hospital Services, the Plan covers education provided at the PCC for preventive services at no cost and education for the management of other chronic medical conditions at the Copayment or Deductibles level associated with Your PCC.

### B. TRAVEL BENEFIT

A travel benefit is available through a Pilot Program. It may be available for travel to an authorized in-network provider when the service is not offered or provided within 100 miles from Your permanent legal home. If your permanent legal home is outside the Advantage Plan service area, the travel benefit may also be available for travel to a provider in your health plan administrator’s national network. This travel benefit will pay for travel within the continental United States including travel within the Advantage Health Plan service area.

Travel benefit:

A travel reimbursement may be available under the Plan, as follows:

- Available only when coverage under the Advantage Plan is primary.
- Covers the patient up to \$50 per day for lodging.
- Covers for one companion/caregiver up to \$50 per day for lodging.
- Covers the lesser of (1) the Internal Revenue Service (IRS) medical mileage allowance in effect on the dates of travel per an online web mapping service; a bus ticket; a train ticket or (2) airline ticket price paid. Mileage applies to the patient traveling to and from home and the Provider only.

- Total reimbursement shall not exceed \$5,000 per lifetime. Deductible applies.
- Lodging is eligible when staying at rental properties, such as apartments, hotels, motels, or Hospital patient lodging facilities and is eligible only when an overnight stay is necessary.
- Reimbursed expenses are not tax deductible.
- You must provide receipts for costs paid to be reimbursed. Your request to be reimbursed must be submitted within 12 months of the procedure.

Exclusions:

- Non-covered travel expenses include but are not limited to utilities, childcare, pet care, security deposits, cable hook-up, dry cleaning and laundry, car rental, and personal items.
- Lodging is not covered when staying with family or friends.
- Travel benefits are not covered if the Advantage Plan coverage is secondary.
- The travel benefit does not cover meals.

## VII. Exclusions

The Plan does not pay for:

1. charges for services that are eligible for payment under a Workers' Compensation law, employer liability law, or any similar law;
2. services for or related to Treatment of Illness or injury which occurs while on military duty that are recognized by the Veterans Administration as services related to service-connected injuries;
3. charges for services for or related to reconstructive surgery or cosmetic health services, except as specified in the Benefit Chart;
4. charges for any Treatments, services or supplies which are not Medically Necessary; care that is Investigative, custodial, or not normally provided as preventive care or Treatment of an Illness; charges for non-Covered Services, except for certain routine care for approved clinical trials;
5. charges for therapeutic acupuncture except for conditions that meet medical necessity criteria as described by the medical policy on acupuncture for each Health Plan Administrator;
6. charges for marital, relationship, training services and religious counseling; charges for sex therapy in the absence of a diagnosed mental disorder;
7. charges for recreational or educational therapy, or forms of nonmedical self-care or self-help training, including, but not limited to, health club Memberships, smoking cessation programs (unless Medically Necessary, appropriate Treatment, and a Plan-approved program), and any related diagnostic testing; (refer to Section VIII. for information regarding tobacco reduction programs);
8. charges for lenses, frames, contact lenses or other fabricated optical devices, or professional services for the fitting or supply thereof; keratotomy and keratorefractive surgeries except as medically necessary.
9. charges for services that are normally provided without charge, including services of the clergy that are normally provided without charge;
10. charges for autopsies;
11. charges for major organ and bone marrow transplants, including all transplant-related consultations/evaluations, follow-up Treatment, exams and drugs received within 365 days following transplant, except as specified in the Benefit Chart, including drug therapies, for conditions/diagnosis not specifically noted in the Benefit Chart;



12. chemotherapy or radiation therapy together with all related services, supplies, drugs and aftercare, when the administration of such is expected to result in damage to or suppression of the bone marrow, the blood or blood forming systems, warranting or requiring receipt of autologous, allogeneic or syngeneic stem cells, whether derived from the bone marrow or the peripheral blood, unless the chemotherapy/radiation is specifically related to a transplant for an approved condition/diagnosis noted in the Benefit Chart. Refer to Organ and Bone Marrow Transplant Coverage, Section IV.N, for specific coverage, limitations, and exclusions;
13. nonprescription (over-the-counter) drugs or medicines, vitamin therapy or Treatment, and appetite suppressants, Prescription Drugs that have not been classified as effective by the FDA, bioengineered drug therapy that has not received FDA approval for the specific use being requested, except for off-label use in cancer Treatment, as specified by law, and Prescription Drugs that are not administered according to generally accepted standards of practice in the medical community;
14. charges for services a Provider gives themselves or to a close relative (such as spouse, brother, sister, parent, or child);
15. charges for dental or oral care except for those specified in the Benefit Chart; charges for any appliance or service for or related to dental implants, including Hospital charges;
16. charges for personal comfort items such as telephone, television, barber and beauty services, guest services;
17. charges for Hospital room and board expense that exceeds the Semiprivate Room rate unless a private room is approved by the Health Plan Administrator as Medically Necessary;
18. charges for services and supplies that are primarily and customarily used for a nonmedical purpose or used for environmental control or enhancement (whether or not prescribed by a physician) including, but not limited to, exercise equipment, air purifiers, air conditioners, dehumidifiers, heat appliances, water purifiers, hypoallergenic mattresses, waterbeds, vehicle lifts, computers and related equipment, and home blood pressure kits;
19. charges for arch supports or orthopedic shoes, including biomechanical evaluation and negative foot mold impressions, except as specified in the Benefit Chart;
20. charges for or related to transportation other than ambulance service to the nearest medical facility equipped to treat the Illness or injury, except as specified in the Benefit Chart;
21. charges for services provided before Your coverage is effective; services provided after Your coverage terminates, even though Your Illness started while coverage was in force (refer to Section II.C.11. for information on inpatient extension of benefits);
22. charges for private-duty nursing, except ventilator dependent communication services;
23. charges for services or confinements ordered by a court or law enforcement officer that the Health Plan Administrator determines are not Medically Necessary (refer to Sections IV.M. and IV.X. for further information);
24. charges for weight loss, drugs, and programs, including program fees or dues, nutritional supplements, food, appetite suppressants, vitamins, and exercise therapy unless Medically Necessary, appropriate Treatment, and a Plan-approved program;
25. charges for maintenance or custodial therapy; charges for rehabilitation services, such as physical, occupational, and speech therapy that are not expected to make measurable or sustainable improvement within a reasonable period of time;

26. charges for nursing services to administer home infusion therapy when the patient or other caregiver can be successfully trained to administer therapy; services that do not involve direct patient contact, such as delivery charges and recordkeeping;
27. charges for health services for non-emergency Treatment of Mental Illness, substance use disorder, and chiropractic provided by a Provider who is not affiliated with Your PCC, or not in the substance use disorder, Mental Health, or Chiropractic Networks, unless specifically authorized by the Health Plan Administrator;
28. charges for diagnostic Admission for diagnostic tests that can be performed on an outpatient basis;
29. charges for Treatment, equipment, drug, and/or device that the Health Plan Administrator determines do not meet generally accepted standards of practice in the medical community for cancer and/or allergy testing and/or Treatment; charges for services for or related to systemic candidiasis, homeopathy, immuno-augmentative therapy or chelation therapy that the Health Plan Administrator determines is not Medically Necessary;
30. charges for physical exams for purpose of obtaining employment, licensure or insurance, sports physicals, unless otherwise Medically Necessary;
31. services for or related to functional capacity evaluations for vocational purposes and/or determination of disability or pension benefits;
32. services to hold or confine a person under chemical influence when no medical services are required regardless of where the services are received;
33. charges for services for or related to growth hormone, except that replacement therapy is eligible for conditions that meet medical necessity criteria as determined by the Health Plan Administrator prior to receipt of the services;
34. charges for reversal of sterilization;
35. charges for donor ova or sperm acquisition, retrieval, or storage;
36. charges for Surrogate Pregnancy and related obstetric/maternity benefits if the surrogate is not a member;
37. charges for elective home births;
38. charges for travel, transportation, or living expenses, whether or not recommended by a physician, except as described in this document;
39. charges that are eligible, or paid under any medical payment, personal injury protection, automobile or other coverage that is payable without regard to fault, including charges for services that are applied toward any Copay or Coinsurance requirement of such a policy;
40. massage therapy for the purpose of a Member's comfort or convenience;
41. services that are rendered to a Member, who also has other primary insurance coverage for those services and who does not provide the Health Plan Administrator the necessary information to pursue Coordination of Benefits, as required by the Plan;
42. the portion of a billed charge for an otherwise covered service by a Provider, which is in excess of the Allowed Amount;
43. nutritional supplements, over the counter electrolyte supplements and infant formula, and breast milk, except as required by Minnesota law or the Health Plan Administrator's medical policy; oral amino based elemental formulae are covered if they meet the Medical Necessary criteria of the Pharmacy Benefit Manager;
44. genetic counseling and genetics studies which are not Medically Necessary;

45. replacement of a Prescription Drug due to loss, damage, or theft; (certain exceptions apply –call Your Health Plan Administrator if You have questions);
46. dental implants and any associated services and/or charges, except when related to services for cleft lip and palate;
47. charges for weight loss surgery received from a provider who does not participate in the designated weight loss network of the Health Plan Administrator.

## VIII. Health Education Resources for Advantage Members

The following health education resources are covered benefits options for all Advantage Members. Note: all preventive care services are covered at 100 percent (more details on Preventive Care coverage in Section IV.T). For additional information on health and wellbeing resources, contact Your individual health Plan. Some Plans offer their Members resources such as classes, websites, nurse lines, retail and service discounts, and health education literature.

- **Back Health (Chiropractic Care)**

The Plan covers chiropractic care rendered to diagnose and treat acute neuromuscular-skeletal conditions. More coverage details are covered in Chiropractic Care (Section IV.B.)

- **Health Education**

The Plan covers diabetes outpatient self-management training and education, including medical nutrition therapy. In addition, the Plan also covers education provided at the Primary Care Clinic for preventive services and education for the management of other chronic medical conditions. Refer to Outpatient Hospital (Section IV.O) and Physician Services (Section IV.R), as well as Miscellaneous Coverage Features (Section VI.).

- **Tobacco Reduction**

Blue Cross and Blue Shield of Minnesota provides comprehensive support for quitting tobacco and vaping through a behavior change program to help Members who want to reduce tobacco use or become nicotine-free. This service is available to all Members aged 13 and older, including those who use smokeless tobacco and vaping products. To get started, call toll-free at 1-888-662-BLUE (2583) or visit the website for more information.

HealthPartners offers solutions to help reduce tobacco use. Members can work with a health coach to set goals around tobacco use and vaping that fit their lifestyle. Members will get support and encouragement to reach your goals. Call 1-800-311-1052 to sign up with a health coach. In addition, Pivot is an app-based cessation program to help Members quit cigarettes, cigars and all smokeless tobacco products. The program provides a variety of tools and support to customize the quit journey. Visit [pivot.co/healthpartners](https://pivot.co/healthpartners) to get started.

Quit Partner services are available to all Minnesotans at 1-800-QUIT-NOW (1-800-784-8669), at [quitpartnermn.com](https://quitpartnermn.com), or text "START" to 300500. Quit Partner will assist Members of all health Plans in finding assistance to quit smoking, vaping, using chew, or other tobacco products by providing information

and counseling. Quit Partner is free and confidential. With a written physician's prescription, the Advantage Plan will cover Formulary nicotine replacement therapies. There will be no Copayment for Formulary nicotine replacement therapies for employees and dependents.

- **Weight Management**

The Advantage Plan may cover a weight loss program if it is Medically Necessary, appropriate Treatment and Plan-approved.

- **Disease and Condition Management**

The condition of Your health impacts so many aspects of life, a voluntary disease management program is offered to Advantage Members who may qualify due to certain health/medical situations such as diabetes, heart disease, and asthma. This program provides personalized support to help You manage Your condition. Members who are eligible for this program are contacted by program nurses and offered enrollment in the program. This program is not a substitute for the care You should be receiving from Your doctor. Instead, it is designed to help You reach Your health goals.

Eligible Members are identified by claims data submitted to each Plan's disease management program. All information is private and confidential and is used only to support the work of the disease management programs. Your employer is unaware of Your participation in any disease management program.

## IX. Cost sharing feature: What You pay

Benefit Feature	Cost Level 1 You Pay	Cost Level 2 You Pay	Cost Level 3 You Pay	Cost Level 4 You Pay
Individual Annual Deductible	\$250	\$400	\$750	\$1,500
Family Annual Deductible	\$500	\$800	\$1,500	\$3,000
Individual Annual Out-of-Pocket Limit for Prescription Drugs	\$1,050	\$1,050	\$1,050	\$1,050
Family Annual Out-of-Pocket Limit for Prescription Drugs	\$2,100	\$2,100	\$2,100	\$2,100
Individual Annual Out-of-Pocket Limit for all other services	\$1,700	\$1,700	\$2,400	\$3,600
Family Annual Out-of-Pocket Limit for all other services	\$3,400	\$3,400	\$4,800	\$7,200
Lifetime Maximum	Unlimited	Unlimited	Unlimited	Unlimited

### When You use Your PCC, You are also responsible for:

- Copays: the level of Your Copayment is based on the cost level of the Primary Care Clinic selected;
- Deductibles and Coinsurance;

- Charges for non-Covered Services;
- Charges for services that are Investigative or not Medically Necessary;
- Charges for which You were notified before You received services that they were not covered, and You agreed in writing to pay;
- The Prescription Drug Out-of-Pocket Maximum and the Out-of-Pocket Maximum for all other services are per year maximums and apply across all cost levels.

## X. Coordination of Benefits

This section applies when You have health care coverage under more than one Plan, as defined below. If this section applies, You should look at the Order of Benefits Rules to determine which Plan determines benefits first. Your benefits under this Plan are not reduced if the Order of Benefits Rules require this Plan to pay first. Your benefits under this Plan may be reduced if another Plan pays first.

### A. Definitions

These definitions apply only to this section.

**1. “Plan” is any of the following that provides benefits or services for, or because of, medical or dental care or Treatment:**

- a) group insurance or group-type coverage, whether insured or uninsured; this includes prepayment, group practice, individual practice coverage, and group coverage other than school accident-type coverage;
- b) coverage under a government Plan or one required or provided by law

“Plan” does not include a state Plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act as amended from time to time). “Plan” does not include Medicare (Title XVIII, United States Code, as amended from time to time) for Medicare benefits paid or payable to any person for whom Medicare is primary. “Plan” does not include any benefits that, by law, are excess to any private or other nongovernmental program. (Note: if Your other insurance is Medicare, You should contact Your Health Plan Administrator to determine which Plan is primary.)

2. “This Plan” means the part of the Plan that provides health care benefits.
3. “Primary Plan/secondary Plan” is determined by the Order of Benefits Rules. When this Plan is a primary Plan, its benefits are determined before any other Plan and, without considering the other Plan’s benefits. When this Plan is a secondary Plan, its benefits are determined after those of the other Plan and may be reduced because of the other Plan’s benefits. When You are covered under more than two Plans, this Plan may be a primary Plan to some Plans and may be a secondary Plan to other Plans.
4. “Allowable expense” means the necessary, reasonable, and customary items of expense for health care, covered at least in part by one or more Plans covering the person making the claim. “Allowable expense” does not include an item or expense that exceeds benefits that are limited by statute or this Plan.

The difference between the cost of a private and a semiprivate Hospital room is not considered an allowable expense unless Admission to a private Hospital room is Medically Necessary under generally accepted medical practice or as defined under this Plan.

When a Plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an allowable expense and a benefit paid.

5. "Claim determination period" means a Calendar year. However, it does not include any part of a year the person is not covered under this Plan, or any part of a year before the date this section takes effect.

## **B. Order of Benefits Rules**

1. General. When a claim is filed under this Plan and another Plan, this Plan is a secondary Plan and determines benefits after the other Plan, unless:
  - a) the other Plan has rules coordinating its benefits with this Plan's benefits; and
  - b) the other Plan's rules and this Plan's rules, in part 2 below, require this Plan to determine benefits before the other Plan.
2. Rules. This Plan determines benefits using the first of the following rules that applies:
  - a) Nondependent/dependent. The Plan that covers the person as an employee, Member, or subscriber (that is, other than as a dependent) determines its benefits before the Plan that covers the person as a dependent.
  - b) Dependent child of parents not separated or divorced. When this Plan and another Plan cover the same child as a dependent of different persons, called "parents":
    - i) the Plan that covers the parent whose birthday falls earlier in the year determines benefits before the Plan that covers the parent whose birthday falls later in the year; but
    - ii) if both parents have the same birthday, the Plan that has covered the parent longer determines benefits before the Plan that has covered the other parent for a shorter period of time.

However, if the other Plan does not have this rule for children of married parents, and instead the other Plan has a rule based on the gender of the parent, and if as a result the Plans do not agree on the order of benefits, the rule in the other Plan determines the order of benefits.
  - c) Dependent child of parents who are divorced or separated. If two or more Plans cover a dependent child of divorced or separated parents, the Plan determines benefits in this order:
    - i) first, the Plan of the parent with custody of the child;
    - ii) then, the Plan that covers the spouse of the parent with custody of the child;
    - iii) finally, the Plan that covers the parent not having custody of the child.

However, if the court decree requires one of the parents to be responsible for the health care expenses of the child, and the Plan that covers that parent has actual knowledge of that requirement, that Plan determines benefits first. This does not apply to any claim determination period or Plan year during which any benefits are actually paid or provided before the Plan has that actual knowledge.

- d) Active/inactive employee. The Plan that covers a person as an employee who is neither laid off nor retired (or as that employee's dependent) determines benefits before a Plan that covers that person as a laid off or retired employee (or as that employee's dependent). If the other Plan does not have this rule, and if as a result the Plans do not agree on the order of benefits, then this rule is ignored.
- e) Longer/shorter length of coverage. If none of the above rules determines the order of benefits, the Plan that has covered an employee, Member, or subscriber longer determines benefits before the Plan that has covered that person for the shorter time.

## **C. Effect on Benefits of This Plan**

1. When this section applies. When the Order of Benefits Rules above require this Plan to be a secondary Plan, this part applies. Benefits of this Plan may be reduced.
2. Reduction in this Plan's benefits. When the sum of:
  - a) the benefits payable for allowable expenses under this Plan, without applying coordination of benefits, and
  - b) the benefits payable for allowable expenses under the other Plans, without applying coordination of benefits or a similar provision, whether or not claim is made, exceeds those allowable expenses in a claim determination period. In that case, the benefits of this Plan are reduced so that benefits payable under all Plans do not exceed allowable expenses.

When benefits of this Plan are reduced, each benefit is reduced in proportion and charged against any applicable benefit limit of this Plan.

## **D. Right to Receive and Release Needed Information**

Certain facts are needed to apply these coordination of benefits rules. The Health Plan Administrator has the right to decide which facts are needed. The Health Plan Administrator may get needed facts from, or give them to, any other organization or person. The Health Plan Administrator does not need to tell, or get the consent of, any person to do this unless applicable federal or state law prevents disclosures of information without the consent of the patient or patient's representative. Each person claiming benefits under this Plan must provide any facts needed to pay the claim.

## **E. Facility of Payment**

A payment made under another Plan may include an amount that should have been paid under this Plan. If this happens, the Health Plan Administrator may pay that amount to the organization that made that payment. That amount will then be considered a benefit paid under this Plan. The Health Plan Administrator will not have to

pay that amount again. The term “payment made” includes providing benefits in the form of services, in which case “payment made” means reasonable cash value of the benefits provided in the form of services.

## **F. Right of Recovery**

If the Health Plan Administrator pays more than it should have paid under these coordination of benefit rules, it may recover the excess from any of the following:

1. the persons it paid or for whom it has paid;
2. insurance companies; or
3. other organizations.

The amount paid includes the reasonable cash value of any benefits provided in the form of services.

## **XI. General Provisions**

### **A. Entire Contract**

This Summary of Benefits, your enrollment form, and the ID card make up the entire Plan of coverage. Your employer is the Plan Sponsor for Your coverage Plan.

### **B. Time Limit for Misstatements**

If there is any misstatement in the written application You complete, the Public Employees Insurance Program cannot use the misstatement to cancel coverage that has been in effect for two years or more. This time limit does not apply to fraudulent misstatements.

### **C. Time Periods**

When the time of day is important for benefits or determining when coverage starts and ends, a day begins at 12:01 a.m. and ends at 12:01 a.m. the following day.

## **XII. LEGAL ACTIONS:**

No action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

### **A. Filing a Claim**

You are not responsible for submitting claims for services received from Primary Care Providers. These Providers will submit claims directly to the Health Plan Administrator for You and payment will be made directly to them. If You receive services from Nonparticipating Providers, You may have to submit the claims Yourself. If the Provider does not submit the claim for You, send the claim to the Health Plan Administrator at the address provided in the “Specific Information About the Plan” section.



Health Plan should be filed in writing within 90 days after a covered service is provided. If this is not reasonably possible, the Plan will accept claims for up to 12 months after the date of service. Normally, failure to file a claim within the required time limits will result in denial of Your claim. These time limits are waived if You cannot file the claim because You are legally incapacitated. You may be required to provide copies of bills, proof of payment, or other satisfactory evidence showing that You have incurred a covered expense that is eligible for reimbursement.

The Health Plan Administrator will notify You of the resolution of the claim on an Explanation of Benefits (EOB) or Explanation of Health Care Benefits (EHCB) form within 90 days of the date the Health Plan Administrator receives the claim and all information required to process the claims. (For Blue Cross and Blue Shield and HealthPartners Members, an EOB will be sent only if there is a Member liability.) Under special circumstances, the time period for making a decision may be extended to 180 days after the Health Plan Administrator receives the claim and all information required to process the claim. If You do not receive a written explanation within 90 days (or 180 days if there has been an extension), You may consider the claim denied, and You may request a review of the denial.

If benefits are denied in whole or in part, the reason for the denial will be listed on the bottom of the EHCB or EOB form. You have the right to know the specific reasons for the denial, the provisions of the Plan on which the denial was based, and if there is any additional information the Health Plan Administrator needs to process the claim. You also have the right to an explanation of the claims review procedure and the steps You need to take if You wish to have Your claim reviewed. If You have questions that the EHCB form does not answer, contact the Health Plan Administrator at the address or phone numbers provided in the “Specific Information About the Plan” section.

## **B. Release of Records**

You agree to allow all health care Providers to give the Health Plan Administrator needed information about the care they provide to You. The Health Plan Administrator may need this information to process claims, conduct utilization review and quality improvement activities, and for other health Plan activities as permitted by law. The Health Plan Administrator keeps this information confidential, but the Health Plan Administrator may release it if You authorize release, or if state or federal law permits or requires release without Your authorization. If a Provider requires special authorization for release of records, You agree to provide this authorization. Your failure to provide authorization or requested information may result in denial of Your claim.

## **C. Privacy of Health Records**

Your health information is private data. None of the information about Your health status or claims which has been gathered by the Health Plan Administrator to adjudicate claims can be disseminated without Your consent unless You are notified at the time of open or special enrollment [62D.145]

## **D. Whom the Health Plan Administrator Pays**

When You receive Covered Services from Your PCC, from a Provider with authorization from Your Primary Care Clinic, or when the Provider has an agreement with the Health Plan Administrator, the Health Plan Administrator pays the Provider.

## **E. Prompt Claims Payment**

The Health Plan Administrator will pay claims in a timely manner. If a complete claim is properly submitted and doesn't require additional documentation or special review or Treatment (a "clean claim"), the Health Plan Administrator must either pay or deny the claim within 30 calendar days of the date it was received by the Health Plan Administrator or the Health Plan Administrator is required to pay interest to the person entitled to payment at a rate of 1.5% per month (or part of a month) for the period beyond 30 days until the claim is paid or denied.

## **XIII. Disputing a claim**

### **A. Medical Utilization Review**

Some services or facility Admissions require utilization review. Participating Providers will request medical utilization review for You. If You are requesting services from a Nonparticipating Provider, You may request medical utilization review by calling the telephone number on the back of Your identification card.

#### **Definitions**

Medical utilization review means the evaluation of the necessity, appropriateness, and efficacy of the use of health care services, procedures and facilities by a person or entity other than the attending health care professional, for the purpose of determining the medical necessity of the services or Admission.

Attending health care professional means the health care professional providing care within the scope of practice and with primary responsibility for the care provided to an enrollee; specifically physicians, chiropractors, dentists, mental health professionals, podiatrists, and advanced practice nurses.

#### **Procedure**

When medical utilization review is required, the Health Plan Administrator will notify You and Your attending health care professional or Hospital of the decision within 10 business days of the request provided that all information reasonably necessary to decide on Your request has been made available to them.

Your attending health care professional may request an expedited review. The Health Plan Administrator will notify You and Your attending health care professional or Hospital of the decision as soon as the Member's medical condition requires, but no later than 72 hours from the initial request.

Medical utilization review decisions may be appealed. You or Your attending health care professional may appeal the decision of the Health Plan Administrator to not authorize services in writing or by telephone. The Health Plan Administrator will notify You and Your attending health care professional of its determination within 30 days of receipt of Your appeal. They may take up to 14 additional days to make a decision due to circumstances outside their control. If they take more than 30 days to decide, they will notify You in advance of the reasons for the extension.

You or Your attending health care professional may request an expedited appeal. When an expedited appeal is complete, the Health Plan Administrator will notify You and Your attending health care professional of the decision as expeditiously as the medical condition requires, but no later than 72 hours from receipt of the expedited appeal request.

The request for appeal of a medical utilization review determination should include the enrollee's name, identification number and group number; the actual service for which coverage was denied; a copy of the denial letter; the reason why You or Your attending health care professional believe the service should be provided; any available medical information to support Your reasons for reversing the denial; and any other information You believe will be helpful to the decision maker. You may request an External Review of the final decision by following the External Review process described below.

## **B. Complaints and Appeals**

### **Health Plan Administrators and Pharmacy Benefit Manager Appeal Process**

The Health Plan Administrators and Pharmacy Benefit Manager also have a process to resolve complaints. You may call or write them with Your complaint. They will send a complaint form to You upon request. If You need assistance, they will complete the written complaint form and mail it to You for Your signature. They will work to resolve Your complaint as soon as possible using the process outlined below. If Your complaint concerns a health care service or claim, You may request an external review of the final decision made about Your appeal after You have exhausted the appeal process.

#### **1. Oral Complaints**

If You call or appeal in person to notify the Health Plan Administrator or Pharmacy Benefit Manager that You would like to file a complaint, they will try to resolve Your oral complaint within 10 calendar days. If the resolution of Your oral complaint is wholly or partially adverse to You, they will provide You a complaint form that will include all the necessary information to file Your complaint in writing. If You need assistance, they will complete the written complaint form and mail it to You for Your signature.

#### **2. Written Complaints**

You may submit Your complaint in writing, or You may request a complaint form that will include all the information necessary to file Your complaint. The Health Plan Administrator or Pharmacy Benefit Manager will notify You of receipt of Your written complaint. They will notify You of their decision and the reasons for the decision within 30 days of receiving Your complaint and all necessary information. If they are unable to decide within 30 days due to circumstances outside their control, they may take up to 14 additional days to decide. If they take more than 30 days to decide, they will inform You in advance of the reasons for the extension.

#### **3. Appeals**

If the decision regarding a complaint is partially or wholly adverse to You, You may file an appeal of the decision in writing and request either a hearing or a written reconsideration. If You request a hearing, You, or any person You choose may present testimony or other information. The Health Plan Administrator or Pharmacy Benefit Manager will provide You written notice of their decision and all key findings within 45 days after receipt of Your written request for a hearing. If You request a written reconsideration, You may

provide any additional information You believe is necessary. You have a right to review Your claim file and You have the right to request and receive a copy of documents, records, and other information relevant to Your Claim. The Health Plan Administrator or Pharmacy Benefit Manager will provide You written notice of its decision and all key findings within 30 days after receipt of Your request for a written reconsideration. If You request, they will provide You a complete summary of the appeal decision.

- First level appeal:
  - After a first level Health Plan Administrator's or Pharmacy Benefit Manager's appeal denial the member will receive the optional next steps:
- Second level appeal:

A member can request a second level appeal through the Health Plan Administrator or Pharmacy Benefit Manager to be reviewed in writing or via a telephone meeting. If this review is upheld by the Health Plan Administrator or Pharmacy Benefit Manager, the member will be advised by the Health Plan Administrator that they may complete the application form for an external review that is coordinated through the Departments of Commerce Or:

The member can waive the second level appeal through the Health Plan Administrator or Pharmacy Benefit Manager and go straight to an external review.

**Note:**

If the member's external appeal is upheld after waiving their second level appeal, the member is unable to request a second level appeal.

**External Review of Denied Claims**

If a Member's claim is denied initially and receives an adverse determination of an internal appeal to the Health Plan Administrator or Pharmacy Benefit Manager, the Member may request an external review by an independent company that contracts with the State of Minnesota to review appeals made by individuals. The No Surprise Act allows an external review to determine if balanced billing ("surprise billing") is applicable upon receipt of an adverse determination, this includes out-of-network cost sharing. Members must exhaust the appeal process provided by their Health Plan Administrator or Pharmacy Benefit Manager before they may submit an External Review.

Members desiring such an independent external review should follow the directions provided by their Health Plan Administrator.

External review is normally completed within 40 days; however, in situations where delay could endanger the Member's health, an expedited appeal may be filed by phone, fax or email and will be handled within 72 hours. A written determination will be issued to each party within the appropriate time frame.

The Member may provide any information, supporting documentation, testimony, and argument for the expedited review; however, the primary responsibility to submit a complete case file rests with the Plan and its Health Plan Administrator or Pharmacy Benefit Manager. Providing inadequate information can result in the overturning of a denial. The reviewer may request additional information from the Plan within 10 days of the initial filing.

The decision of the independent company is binding on the Plan, which is required to comply with the decision promptly. The Member, however, is not bound by the reviewer's decision.

## **XIV. Plan Amendments**

All changes to the Plan must be approved by the Health Plan Administrator and the Public Employees Insurance Program and attached to the Plan Document. No agent can legally change the Plan or waive any of its terms.

In applying any Deductible or waiting period, the Plan gives credit for the full or partial satisfaction of the same or similar provisions under the prior contract.

Nothing in the contract between the Public Employees Insurance Program and the Health Plan Administrator shall modify, limit, or restrict the authority of the Commissioner of MMB as permitted by law to enter into contracts with other Health Plan Administrators or Providers; to remove a Health Plan Administrator from the Public Employees Insurance Program; and to limit the geographic area serviced by the Health Plan Administrator covering employees under the Public Employees Insurance Program.

PEIP reserves the right to terminate or modify benefits identified as Pilot Program, such as the Travel Benefit, with a 60-day notice.

## **XV. Reimbursement and Subrogation**

If the Health Plan Administrator pays medical benefits for medical or dental expenses You incur as a result of any act of a third party for which the third party is or may be liable, and You later obtain full recovery, You are obligated to reimburse the Health Plan Administrator for the benefits paid in accord with Minnesota statutes 62A.095 and 62A.096, the laws related to subrogation rights. "You" means You and Your covered spouse and dependents for purposes of this Section.

The Health Plan Administrator's right to reimbursement and subrogation is subject to subtraction for actual monies paid to account for the pro rata share of Your costs, disbursements and reasonable attorney fees, and other expenses incurred in obtaining the recovery from another source unless the Health Plan Administrator is separately represented by its own attorney.

If the Health Plan Administrator is separately represented by an attorney, the Health Plan Administrator may enter into an agreement with You regarding Your costs, disbursements and reasonable attorney fees and other expenses. If an agreement cannot be reached on such allocation, the matter shall be submitted to binding arbitration.

Nothing herein shall limit the Health Plan Administrator's right to recovery from another source which may otherwise exist at law. For purposes of this provision, full recovery does not include payments made by the Health Plan Administrator or for Your benefit. You must cooperate with reasonable requests of the Health Plan Administrator to assist it in protecting its legal rights under this provision.

If You make a claim against a third party for damages that include repayment for medical and medically related expenses incurred for Your benefit, You must provide timely written notice to the Health Plan Administrator of

the pending or potential claim. The Health Plan Administrator, at its option, may take such action as may be appropriate and necessary to preserve its rights under this reimbursement and subrogation provision, including the right to intervene in any lawsuit You have commenced with a third party.

Notwithstanding any other law to the contrary, the statute of limitations applicable to the Health Plan Administrator's rights for reimbursement or subrogation does not commence to run until the notice has been given.

## XVI. Definitions

These terms have special meaning in this benefit booklet.

**Admission** A period of one or more days and nights while You occupy a bed and receive inpatient care in a facility.

**Allowed Amount** The amount that payment is based on for a given covered service of a specific Provider. The Allowed Amount may vary from one Provider to another for the same service. All benefits are based on the Allowed Amount, except as specified in the Benefit Chart.

For participating Providers, the Allowed Amount is the negotiated amount of payment that the participating Provider has agreed to accept as full payment for a covered service at the time Your claim is processed. The Health Plan Administrator periodically may adjust the negotiated amount of payment at the time Your claim is processed for Covered Services at participating Providers because of expected settlements or other factors. The negotiated amount of payment with participating Providers for certain Covered Services may not be based on a specified charge for each service, and the Health Plan Administrator uses a reasonable allowance to establish a per-service Allowed Amount for such Covered Services. Through settlements, rebates, prospective payments and other methods, the Health Plan Administrator may adjust the amount due to a participating Provider. These adjustments will not affect you or cause any change in the amount You paid at the time Your claim was processed. If the payment to the Provider is decreased, the amount of the decrease is credited to the Health Plan Administrator or the Plan Sponsor, and the percentage of the Allowed Amount paid by the Health Plan Administrator is lower than the stated percentage for the covered service. If the payment to the Provider is increased, the Health Plan Administrator pays that cost on Your behalf, and the percentage of the Allowed Amount paid is higher than the stated percentage.

For Nonparticipating Providers, the Allowed Amount is the lesser of billed charge or a percentage of what the Plan would pay a participating Provider for the same or similar services.

<b>Audiologist</b>	A person who has a certificate of clinical competence from the American Speech-Language-Hearing Association.
<b>Audiologist Evaluation</b>	An assessment by a licensed Audiologist or Otolaryngologist of communication problems caused by hearing loss.
<b>Average Semiprivate Room Rate</b>	The average rate charged for Semiprivate Rooms. If the Provider has no semi-private rooms, the Health Plan Administrator uses the average semiprivate room rate for payment of the claim.
<b>Benefit Chart</b>	The charts in Sections IV and IX of this benefit booklet that list specific benefit amounts for Covered Services.
<b>Benefit Year</b>	The period from the effective date of the class of employees to the effective date in the next year as determined by the Employer.
<b>Calendar Year</b>	The period starting on January 1st of each year and ending at midnight December 31st of that year.
<b>Coinsurance</b>	<p>The percentage of the Allowed Amount You must pay for certain Covered Services after You have paid any applicable Deductibles and Copays and until You reach Your Out-of-Pocket Maximum. For Covered Services from Participating Providers, Coinsurance is calculated based on the lesser of the Allowed Amount or the Participating Provider's billed charge. Because payment amounts are negotiated with Participating Providers to achieve overall lower costs, the Allowed Amount for Participating Providers is generally, but not always, lower than the billed charge. However, the amount used to calculate Your Coinsurance will not exceed the billed charge.</p> <p>For Covered Services from Nonparticipating Providers, Coinsurance is calculated based on the Allowed Amount. In addition, You are responsible for any excess charge over the Allowed Amount.</p> <p>Your Coinsurance and Deductibles amount will be based on the negotiated payment amount the Health Plan Administrator has established with the Provider or the Provider's charge, whichever is less. The negotiated payment amount includes discounts that are known and can be calculated when the claim is processed. In some cases, after a claim is processed, that negotiated payment amount may be adjusted later if the agreement with the Provider so provides. Coinsurance and Deductibles calculation will not be changed by such subsequent adjustments or any other subsequent reimbursements the Health Plan Administrator may receive from other parties.</p>
<b>Continuous Care</b>	Two to twelve hours of service per day provided by a registered nurse, licensed practical nurse, or home health aide, during a period of crisis to maintain a Terminally Ill Patient at home. Less than two hours of service is part-time.

<b>Continuous Coverage</b>	The maintenance of continuous and uninterrupted Creditable Coverage by an eligible employee or dependent. An eligible employee or dependent is considered to have maintained Continuous Coverage if the enrollment date for coverage is within 63 days of the termination of their Creditable Coverage.
<b>Copay or Copayment</b>	<p>The dollar amount You must pay for certain Covered Services. The Benefit Chart lists the Copays and shows the services that require Copays.</p> <p>A negotiated payment amount with the Provider for a service requiring a Copay will not change the dollar amount of the Copay.</p>
<b>Covered Services</b>	A health service or supply that is eligible for benefits when performed and billed by an eligible Provider. You incur a charge on the date a service is received or a supply or a drug is purchased.
<b>Creditable Coverage</b>	Health coverage provided through an individual policy, a self-funded or fully-insured group health Plan offered by a public or private employer, medical assistance, general assistance medical care, the TRICARE, Federal Employees Health Benefit Plan (FEHBP), Medical care program of the Indian Health Service of a tribal organization, a state health benefit risk pool, or a Peace Corps health Plan.
<b>Custodial Care</b>	Services that the Health Plan Administrator determines are for the primary purpose of meeting personal needs. These services can be provided by persons without professional skills or training. Custodial care does not include Skilled Care. Custodial care includes giving medicine that can usually be taken without help, preparing special foods, and helping You to walk, get in and out of bed, dress, eat, bathe, and use the toilet.
<b>Deductible</b>	<p>The amount You must pay toward the Allowed Amount for certain Covered Services each year before the Health Plan Administrator begins to pay benefits. The Deductibles for each person and family are shown on the Benefit Chart.</p> <p>Your Coinsurance and Deductibles amount will be based on the negotiated payment amount the Health Plan Administrator has established with the Provider or the Provider's charge, whichever is less. The negotiated payment amount includes discounts that are known and can be calculated when the claim is processed. In some cases, after a claim is processed, that negotiated payment amount may be adjusted later if the agreement with the Provider so provides. Coinsurance and Deductibles calculation will not be changed by such subsequent adjustments or any other subsequent reimbursements the Health Plan Administrator may receive from other parties.</p>



<b>Durable Medical Equipment</b>	<p>Medically Necessary equipment that the Health Plan Administrator determines is:</p> <ol style="list-style-type: none"> <li>1. able to withstand repeated use;</li> <li>2. used primarily for a medical purpose;</li> <li>3. useful only to a person who is ill; and</li> <li>4. prescribed by a physician.</li> </ol> <p>Durable Medical Equipment does not include such things as:</p> <ol style="list-style-type: none"> <li>1. vehicle lifts;</li> <li>2. air conditioners;</li> <li>3. dehumidifiers; and</li> <li>4. exercise equipment.</li> </ol>
<b>E-visits</b>	Asynchronous communication between a patient and their medical provider where the provider reviews non-urgent low acuity conditions (such as strep throat, pink eye, cold/flu/COVID). The prescriber may order any necessary testing and may prescribe prescription drugs based on the recommended treatment plan. They usually take place through the providers website portal.
<b>Foot Orthotic</b>	A Foot Orthotic is a rigid or semi-rigid orthopedic appliance or apparatus worn to support, align and/or correct deformities of the lower extremity.
<b>Formulary</b>	A comprehensive list of preferred drugs selected based on quality and efficacy by a professional committee of physicians and pharmacists. A drug Formulary serves as a guide for the Provider community by identifying which drugs are covered. It is updated regularly and includes brand name and generic drugs.
<b>Health Plan Administrator</b>	The Advantage Health Plan's contracted Health Plan Administrators are Blue Cross and Blue Shield of Minnesota and HealthPartners Administrators, Inc.
<b>Hearing Aid</b>	A monaural Hearing Aid, set of binaural Hearing Aids, or other device worn by the recipient to improve access to and use of auditory information.
<b>Hearing Aid Accessory</b>	Chest harness, tone and ear hooks, carrying cases, and other accessories necessary to use the Hearing Aid, but not included in the cost of the Hearing Aid.
<b>Home Health Agency</b>	A Provider that is a Medicare-certified Home Health Agency. Home Health Agencies send health professionals and home health aides into a person's home to provide health services.
<b>Hospice Care</b>	A coordinated set of services provided at home or in an institutional setting for covered individuals suffering from a terminal disease or condition. Individuals who elect to receive hospice services have chosen comfort care measures and supportive services rather than curative Treatment. You may withdraw from the hospice program at any time and may re-enter the program once.

<b>Hospital</b>	A facility that is licensed or regulated as an acute care facility and staffed by physicians. Hospitals provide inpatient and outpatient care 24 hours a day.
<b>Illness</b>	A sickness, injury, pregnancy, mental illness, substance use disorder, or condition involving a physical disorder.
<b>In-Network</b>	A provider who has a contract with your Health Plan Administrator and who has agreed to provide services to enrolled members of the Advantage Health Plan.
<b>Investigative</b>	<p>As determined by the Health Plan Administrator, a drug, device or medical Treatment or procedure is Investigative if reliable evidence does not permit conclusions concerning its safety, effectiveness, or effect on health outcomes. We will consider the following categories of reliable evidence, none of which shall be determinative by itself:</p> <ol style="list-style-type: none"> <li>1. Whether there is a final approval from the appropriate government regulatory agency, if required. This includes whether a drug or device can be lawfully marketed for its proposed use by the United States Food and Drug Administration (FDA); if the drug or device or medical Treatment or procedure is the subject of ongoing Phase I, II or III clinical trials; or if the drug, device or medical Treatment or procedure is under study or if further studies are needed to determine its maximum tolerated dose, toxicity, safety, or efficacy as compared to standard means of Treatment or diagnosis; and</li> <li>2. Whether there are consensus opinions or recommendations in relevant scientific and medical literature, peer-reviewed journals, or reports of clinical trial committees and other technology assessment bodies. This includes consideration of whether a drug is included in the American Hospital Formulary Service as appropriate for its proposed use; and</li> <li>3. Whether there are consensus opinions of national and local health care Providers in the applicable specialty as determined by a sampling of Providers, including whether there are protocols used by the treating facility or another facility, or another facility studying the same drug, device, medical Treatment, or procedure.</li> </ol> <p>Notwithstanding the above, the Health Plan Administrator will not consider a drug, device or medical Treatment or procedure Investigative if it shows sufficient promise. To show sufficient promise, the Health Plan Administrator must determine, on a case-by-case basis, that a drug, device or medical Treatment or procedure meets the following criteria:</p> <ol style="list-style-type: none"> <li>a. reliable evidence preliminarily suggests a high probability of improved outcomes compared to standard Treatment (e.g., significantly increased life expectancy or significantly improved function); and</li> </ol>

- b. reliable evidence suggests conclusively that beneficial effects outweigh any harmful effects; and
- c. if applicable, the FDA has indicated that approval is pending or likely for its proposed use;
- d. reliable evidence suggests the drug, device or Treatment is medically appropriate for the Member.

When the Health Plan Administrator determines whether a drug, device, or medical Treatment shows sufficient promise, reliable evidence will mean only published reports and articles in the authoritative peer-reviewed medical and scientific literature; the written protocols or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device or medical Treatment or procedure, which describes among its objectives, determinations of safety, or efficacy in comparison to conventional alternatives, or toxicity or the written informed consent used by the treating facility or by another facility studying substantially the same drug, device or medical Treatment or procedure.

Reliable evidence shall mean consensus opinions and recommendations reported in the relevant medical and scientific literature, peer-reviewed journals, reports of clinical trial committees, or technology assessment bodies, and professional consensus opinions of local and national health care Providers.

### **Lifetime Maximum**

The cumulative maximum payable for Covered Services incurred by You during Your lifetime or by each of Your dependents during the dependent's lifetime under all health Plans sponsored by the Plan Administrator. The lifetime maximum does not include amounts which are Your responsibility such as Deductibles, Coinsurance, Copays, penalties, and other amounts. Refer to the Benefit Chart for specific dollar maximums on certain services.

### **Look Back Method**

An ongoing and rolling method used to determine if You are Full-time for ACA purposes and therefore are eligible for health coverage. The Look Back consists of three periods: The Measurement Period is a one-year period during which the hours You provide are tracked. Your Appointing Authority totals the hours You provided during the associated Administrative Period. During the subsequent one year Stability Period, You will be offered health coverage if You were measured Full-time during the Measurement Period (or if You are eligible under the applicable labor agreement or compensation plan) If You are measured as Full-time during a Measurement Period, You will receive health coverage during the associated Stability Period, regardless of the number of hours You work, unless You no longer provide hours to any Appointing Authority within the Control Group, or if

You experience a change in employment status and are measured again and found to be not Full-time.

**Mail Order  
Pharmacy**

An authorized pharmacy that dispenses Prescription Drugs through the U.S. Mail.

**Maintenance Care**

Care that is neither habilitative nor rehabilitative that is not expected to make measurable or sustainable improvement within a reasonable period of time, unless the care is medically necessary and part of specialized therapy for the member's condition.

**Medical Emergency**

Medically Necessary care which a reasonable layperson believes is immediately necessary to preserve life, prevent serious impairment to bodily functions, organs, or parts, or prevent placing the physical or mental health of the patient in serious jeopardy.

**Medically  
Necessary**

Eligible medical and Hospital services that the Health Plan Administrator determines are appropriate and necessary based on its internal standards. In disputed cases, the standard peer review process is used.

Health care services appropriate, in terms of type, frequency, level, setting, and duration, to the individual's diagnosis or condition, diagnostic testing and preventive services. Medically Necessary care must:

1. be consistent with generally accepted practice parameters as determined by health care Providers in the same or similar general specialty as typically manages the conditions, procedures, or Treatment at issue; and
2. help restore or maintain the individual's health; or
3. prevent deterioration of the individual's condition; or
4. prevent the reasonably likely onset of a health problem or detect an incipient problem.

**Members**

Members are eligible employees and their dependents who are participating in the Plan.

**Mental Disorder  
(Mental Illness)**

A mental disorder (mental illness) as defined in the American Psychiatric Association in the Diagnostic and Statistical Manual of Mental Health Disorders, Fifth Edition, is a syndrome characterized by clinically significant disturbance in an individual's cognition, emotion regulation, or behavior that reflects a dysfunction in the psychological, biological, or developmental processes underlying mental functioning.

**PEIP Advantage  
Plan Service Area**

The PEIP Advantage Plan Service Area is all of Minnesota and bordering counties in the states of Iowa, North Dakota, South Dakota, and Wisconsin.

<b>Network</b>	The facilities, providers, and suppliers your Health Plan Administrator has contracted with for the Advantage Health Plan to provide health care services.
<b>Nonparticipating Provider</b>	Providers who have not signed an agreement with the Health Plan Administrator or its subsidiaries.
<b>OB/GYN Network</b>	A Provider network made up of obstetricians and gynecologists that female Members may obtain certain services from without a referral from their primary care physician. Consult Your directory for a listing of these Providers.
<b>Otolaryngologist</b>	A physician specializing in the diseases of the ear and larynx who is certified by the American Board of Otolaryngology or eligible for board certification.
<b>Out-of-Network</b>	A provider who doesn't have a contract with your Health Plan Administrator to provide services for the Advantage Health Plan.
<b>Out-of-Pocket Maximum (annual)</b>	<p>The most each person must pay each year toward the Allowed Amount for Covered Services. After a person reaches the Out-of-Pocket Maximum, the Plan pays 100 percent of the Allowed Amount for Covered Services for that person for the rest of the year. The Benefit Chart lists the Out-of-Pocket Maximum amounts. The following items are applied to the Out-of-Pocket Maximum:</p> <ol style="list-style-type: none"> <li>1. Coinsurance</li> <li>2. Deductible</li> <li>3. Copays</li> <li>4. penalties for not giving the Health Plan Administrator preadmission notification</li> </ol> <p>Prescription Drug Out-of-Pocket expenses do not apply to this Out-of-Pocket maximum, except those dispensed and used during an inpatient Admission. There is a separate Out-of-Pocket Maximum for Prescription Drugs. The benefit chart lists this amount.</p>
<b>Out-of-Area</b>	Any area not in the PEIP Advantage Plan Service Area.
<b>Participating Transplant Center</b>	A Hospital or other institution that has contracted with the Health Plan Administrator to provide organ or bone marrow transplant, stem cell support, all related services and aftercare.
<b>Pilot Program</b>	PEIP may develop voluntary pilot programs to test the acceptability of various risk management programs, programs that seek to control costs, programs that streamline the delivery of services, or that enhance services to members. Such programs may include improvements to the benefits outlined in the Employment Bargaining Agreement.
<b>Plan</b>	The Plan of benefits established by the Plan Sponsor.
<b>Plan Administrator</b>	The Minnesota Public Employees Insurance Program (PEIP).

<b>Plan Sponsor</b>	Your employer.
<b>Pharmacy Benefit Manager</b>	The Advantage Health Plan's contracted pharmacy benefit manager is CVS Caremark.
<b>Preadmission Notice</b>	The process to certify that an Admission is Medically Necessary before the patient is admitted to a facility. Preadmission notice must be obtained from the Health Plan Administrator.
<b>Prescription Drug Out-of-Pocket Maximum (annual)</b>	The most You must pay toward the Allowed Amount for Prescription Drugs per Calendar year. After You reach the Out-of-Pocket Maximum, the Plan pays 100 percent of the Allowed Amount for Covered Services for the rest of the year. The Benefit Chart lists the Prescription Drug Out-of-Pocket Maximum amount.
<b>Prescription Drugs</b>	Drugs, including insulin, that are required by federal law to be dispensed only by prescription of a health professional who is authorized by law to prescribe the drug.
<b>Primary Care Clinic or PCC</b>	A physician or group of physicians who have entered into an agreement with the Health Plan Administrator to provide or arrange for Covered Services.
<b>Prior Authorization</b>	The Health Plan Administrator's approval for coverage of health services before they are provided.
<b>Provider</b>	Any person, facility, or other program that provides Covered Services within the scope of the Provider's license, certification, registration, or training.
<b>Qualified Life Event</b>	A change in your situation - like getting married, having a baby, or losing health coverage that can make you eligible for a Special Enrollment Period allowing you to enroll in health insurance outside the yearly Open Enrollment Period.
<b>Referral</b>	Authorization in advance, in writing, by the Primary Care Clinic, which is limited in scope, duration and number of services.
<b>Respite Care</b>	Short-term inpatient or home care provided to the patient when necessary to relieve family Members or other persons caring for the patient.
<b>Retail Pharmacy</b>	Any licensed pharmacy that You can physically enter to obtain a Prescription Drug.
<b>Semiprivate Room</b>	A room with more than one bed.

<b>Skilled Care</b>	Services that are Medically Necessary and must be provided by registered nurses or other eligible Providers. A service shall not be considered a skilled nursing service merely because it is performed by, or under the direct supervision of a licensed nurse. If a service, such as tracheotomy suctioning or ventilator monitoring or like services, can be safely and effectively performed by a non-medical person (or self-administered), without the direct supervision of a licensed nurse, the service shall not be regarded as a skilled nursing service, whether a skilled nurse actually provides the service. The unavailability of a competent person to provide a non-skilled service shall not make it a skilled service when a skilled nurse provides it. Only the skilled nursing component of so-called “blended” services (services which include skilled and non-skilled components) are covered under the Plan.
<b>Social Security Disability</b>	Total disability as determined by Social Security.
<b>Specialty Medication</b>	Drugs that are high-cost, high complexity and/or high touch. Specialty drugs are often biologic drugs derived from living cells that are injectable or infused (although some are oral medications). They are used to treat complex or rare chronic conditions such as cancer, rheumatoid arthritis, hemophilia, H.I.V., psoriasis, inflammatory bowel disease and hepatitis C. These drugs are on the specialty formulary and can change.
<b>Specialty Pharmacy</b>	CVS Caremark has a Specialty Pharmacy network to provide certain specialty medications (e.g., injectable drugs for arthritis; growth hormones) to Members, with delivery directly to the Member’s home.
<b>Substance-Related Disorders</b>	Means addictive physical or emotional conditions or illnesses caused by habitual use of alcohol or drugs.
<b>Supply</b>	Equipment that must be Medically Necessary for the medical Treatment or diagnosis of an illness or injury, or to improve functioning of a malformed body part. Supplies are not reusable and usually last for less than one (1) year. Supplies do not include such things as: <ol style="list-style-type: none"> <li>1. alcohol swabs and cotton balls, unless related to diabetes;</li> <li>2. incontinence liners/pads;</li> <li>3. Q-tips;</li> <li>4. adhesives; and</li> <li>5. informational materials.</li> </ol>
<b>Surrogate Pregnancy</b>	An arrangement whereby a woman who is not covered under this Plan becomes pregnant for the purpose of gestating and giving birth to a child for others to raise.

<b>Telehealth (Telemedicine)</b>	The delivery of health care services or consultations using real time two-way interactive audio and visual communications to provide or support health care delivery and facilitate the assessment, diagnosis, consultation, treatment, education, and care management of a patient's health care. Telehealth includes the application of secure video conferencing, store-and-forward technology, and synchronous interactions between a patient located at an originating site and a health care provider located at a distant site. Until July 1, 2027, telehealth also includes audio-only communication between a health care provider and a patient if the communication is a scheduled appointment and the standard of care for that particular service can be met through the use of audio-only communication or if, for substance use disorder treatment services and mental health care services delivered through telehealth by means of audio-only communication, the communication was initiated by the enrollee while in an emergency or crisis situation and a scheduled appointment was not possible due to the need of an immediate response. Telehealth does not include communication between health care providers that consists solely of a telephone conversation, e-mail, or facsimile transmission. Telehealth does not include communication between a health care provider and a patient that consists solely of an e-mail or facsimile transmission. Providers providing health care services by telehealth will be held to the same standards and conduct as providers for in-person health care services.
<b>Telemonitoring services</b>	The remote monitoring of clinical data related to the enrollee's vital signs or biometric data by a monitoring device or equipment that transmits the data electronically to a health care provider for analysis. Telemonitoring is intended to collect an enrollee's health-related data for the purpose of assisting a health care provider in assessing and monitoring the enrollee's medical condition or status.
<b>Terminally Ill Patient</b>	An individual who has a life expectancy of six (6) months or less, as certified by the person's primary physician.
<b>Third Party Administrator</b>	A company under contract to the Minnesota PEIP to provide certain administrative services. The organization is Innovo Benefits, 7805 Telegraph Road, Suite 110, Bloomington, MN 55438-3410.
<b>Treatment</b>	The management and care of a patient for the purpose of combating an illness. Treatment includes medical and surgical care, diagnostic evaluation, giving medical advice, monitoring, and taking medication.
<b>You or Your</b>	The employee named on the identification (ID) card and any covered dependents.



## **XVII. Annual notifications**

### **A. Women's Health and Cancer Rights Act**

Under the Federal Women's Health and Cancer Rights Act of 1998 You are entitled to the following services:

- a) reconstruction of the breast on which the mastectomy was performed;
- b) surgery and reconstruction of the other breast to produce a symmetrical appearance; and
- c) prosthesis and Treatment for physical complications during all stages of mastectomy, including swelling of the lymph glands (lymphedema).

Services are provided in a manner determined in consultation with the physician and patient. Coverage is provided on the same basis as any other illness.

## **XVIII. Medical Data Privacy**

Effective date: September 23, 2013

Reissue date: December 23, 2024

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

### **A. Introduction**

Your employer, participating in the Minnesota Public Employees Insurance Program (PEIP), sponsors a Plan and is required by federal law to provide You this Notice of the Plan's privacy practices and related legal duties and of Your rights in connection with the use and disclosure of Your protected health information (PHI). Carefully review this Notice to understand your individual rights and the ways that the Plan protects your privacy.

PHI is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its regulations (the "Privacy Rule"). PHI generally means individually identifiable health information that is created or received by a covered entity, including the Plan, in any form or media, including electronic, paper, and oral. Individually identifiable health information includes demographic data, that relates to an individual's past, present or future physical or mental health or condition, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, and that identifies the individual or for which there is a reasonable basis to believe it can be used to identify the individual. For purposes of the Plan and this Notice, PHI includes information related to the medical claims that are submitted to the Plan about You, and information about the payment of those claims.

While this Notice is in effect, the Plan must follow the privacy practice described. The Plan reserves the right to change its privacy practices and the terms of this Notice at any time, provided that applicable law permits such changes. The Plan also reserves the right to make such changes effective for all PHI that the Plan maintains, including information created or received before the changes were made.

This Notice applies to all PHI the Plan maintains. Your personal doctor or health care Provider may have different policies or notices regarding the doctor's use and disclosure of Your medical information created in the doctor's office or clinic.

You may have additional rights under state law. State laws that provide greater privacy protection or broader privacy rights will continue to apply.

## **B. Health Plans covered by this Notice**

This Notice describes the privacy practices of the group health plans listed here and together these plans are collectively referred to as the "Plan" for purposes of this Notice. Each of these plans is independent of one another. This Notice will apply to the extent that You participate in each separate plan. PEIP contracts with internal and external entities to perform the work of each of these plans. In accordance with HIPAA, they may share PHI for the Treatment, payment, and health care operations. Each entity is required to agree to additional terms and conditions to protect Your PHI.

Name of Plan	Plan Administrator	Contracted Administrators
The Minnesota Public Employees Insurance Program	PEIP	Blue Cross and Blue Shield of Minnesota, Blue Cross and Blue Shield of Minnesota PPO HealthPartners, HealthPartners PPO pharmacy benefit claims through CVS Caremark

## **C. The Plan's Rights and Obligations**

1. The Plan is required by law to maintain the privacy and security of PHI.
2. The Plan is required by law to provide individuals with notice of the Plan's legal duties and privacy practices with respect to PHI.
3. The Plan is required to notify affected individuals of a breach of unsecured PHI.
4. The Plan is required to abide by the terms of the privacy practices described in this Notice. These privacy practices will remain in effect until the Plan replaces or modifies them.
5. The Plan reserves the right to change its privacy practices and the terms of this Notice at any time, provided that the change is permitted by law. The Plan reserves the right to have such a change affect all PHI it maintains, including PHI it received or created before the change. When the Plan makes a material change in its privacy practices, it will revise this Notice and post it at [mn.gov/mmb/segip](http://mn.gov/mmb/segip) by the effective date of the material change and the Plan will provide the revised Notice, or information about the material change and how to obtain the revised Notice, in the next annual mailing to participants.

## **D. Uses and Disclosures of Your Protected Health Information**

To protect the privacy of Your PHI, the Plan not only guards the physical security of Your PHI, but also limits the way Your PHI is used or disclosed to others. The Plan may use or disclose Your PHI in certain permissible ways, including the uses and disclosures described below. To the extent required by HIPAA, only the minimum amount of Your PHI necessary to perform these tasks will be used or disclosed. The following categories describe the different ways that the Plan uses and discloses your PHI. Not every use or disclosure within category is listed, but all uses and disclosures fall into one of the following categories.

1. **Your authorization.** Except as outlined below, the Plan will not use or disclose Your PHI unless You have signed a form authorizing the use or disclosure. You may give the Plan written authorization to use your PHI or to disclose it to anyone for any purpose. You have the right to revoke that authorization in writing and the Plan will stop using or disclosing Your PHI in accordance with that authorization except to the extent that the Plan has taken action in reliance upon the authorization. In addition, the Plan is required to obtain Your authorization under the following circumstances:
  - a. **Psychotherapy Notes.** Most uses and disclosures of psychotherapy notes will require Your authorization.
  - b. **Marketing.** Uses and disclosures of PHI which result in the Plan receiving financial payment from a third party whose product or services is being marketed will require Your authorization.
  - c. **Sale of PHI.** Disclosures that constitute a sale of PHI will require Your authorization.
2. **Payment.** The Plan may use and disclose PHI about You for all activities that are included within the definition of “payment” under the Privacy Rule, such as determining Your eligibility for Plan benefits, the eligibility of Your dependents, facilitating payment for Treatment and health care services You receive, determining benefit responsibility under The Plan, coordinating benefits with other Plans, or determining medical necessity. The definition of “payment” includes many more items, refer to the Privacy Rule for a complete list.
3. **Health care operations.** The Plan may use and disclose PHI about You for health care operations. These uses and disclosures are necessary to operate the Plan. This may include developing quality improvement programs, conducting pilot projects, developing new programs, as well as cost management purposes. The definition of “health care operation” includes many more items, refer to the Privacy Rule for a complete list.

The Plan will not sell your PHI. The Plan will not set Your premium or conduct underwriting for Your coverage using Your PHI. The Plan will not use Your genetic information for underwriting purposes. Plan Members are required to verify the eligibility of their dependents.
4. **Treatment.** The Plan does not provide Treatment. The Plan may use or disclose PHI for Treatment purposes. This includes helping Providers coordinate your healthcare. For example, a doctor may contact The Plan to ensure You have coverage or, in an emergency situation, to learn who are Your other Providers or to contact Your family members if You are unable to provide this information.
5. **Disclosures to the Plan Sponsor (Your Employer).** Your participating employer is the Plan Sponsor. The Plan may disclose Your PHI to them to the extent necessary to administer the Plan. These disclosures may be made only to designated personnel at the administrative units of the Employer, usually the benefits department or Your Human Resources department, and will be limited to the disclosures necessary for Plan administration functions. Generally, this will include enrollment and billing information. These individuals will protect the privacy of Your PHI and will ensure that it is only used as described in this Notice and as permitted by law. Your PHI will not be used by the Employer for any employment-related actions or decisions or in connection with any other benefit plan offered by the Employer.
6. **Sponsored health plan programs.** The Plan may use or disclose Your PHI to a HIPAA-covered health care Provider, health plan, or health care clearinghouse, in connection with their Treatment, payment, or health care operations.

7. **Communications about product, service, and benefits.** The Plan may use and disclose Your PHI to tell You about possible medical Treatment options, programs, or alternatives, or to tell You about health-related products or services, including payment or coverage for such products or services, that may be of interest to You, provided the Plan does not receive financial remuneration for making such communications. The Plan may also use Your PHI to contact You with information about benefits under the Plan, including certain communications about Plan Networks, health plan changes, and services or products specifically related to a health condition You may have. The Plan may use and disclose Your PHI to contact You to provide reminders, such as annual check-ups, or information about Treatment alternatives or other health related benefits and services that may be of interest to You.

8. **Communications with individuals involved in Your Treatment and/or Plan payment.** Although the Plan will generally communicate directly with You about Your claims and other Plan related matters that involve Your PHI, there may be instances when it is more appropriate to communicate about these matters with other individuals about Your health care or payment. This may include family, relatives, or close personal friends (or anyone else you may choose to designate).

With Your authorization, the Plan may use or disclose Your PHI to a relative or other individual who You have identified as being involved in Your health care that is directly relevant to their involvement in these matters. If You are not present, the Plan's disclosure will be limited to the PHI that directly relates to the individual's involvement in Your health care. The Plan may also make such disclosures to these persons if: (i) You are given the opportunity to object to the disclosures and do not do so. This verbal permission will only cover a single encounter and is not a substitute for a written authorization; or (ii) if the Plan reasonably infers from the circumstances that You do not object to disclose to these persons, such as if You are not present or are unable to give Your permission and the Plan determines (based on its professional judgment) that the use or disclosure is in Your best interest. The Plan will not need Your written authorization to disclose Your PHI when, for example, You are attempting to resolve a claims dispute with the Plan and You orally inform the Plan that Your spouse will call the Plan for additional discussion relevant to these matters. The Plan may also provide limited PHI to Your former spouse to the extent reasonably required about the insurance benefit for any joint children.

The Plan may also use or disclose your name, location, and general condition (or death) to notify, or help to notify, persons involved in Your care about Your situation. If You are incapacitated or in an emergency, the Plan may disclose Your PHI to persons it reasonably believes to be involved in Your care (or payment) if it determines that the disclosure is in Your best interest.

9. **Research.** The Plan may use or disclose PHI for research purposes, provided that the researcher follows certain procedures to protect Your privacy. To the extent it is required by State law, The Plan will obtain Your consent for a disclosure for research purposes.
10. **De-Identified Data.** The Plan may create a collection of information that can no longer be traced back to You. This information does not contain individually identifying information.
11. **Business Associates.** The Plan may disclose Your PHI to a "business associate." The Plan's business associates are the individuals and entities the Plan engages to perform various duties on behalf of the Plan, or to provide services to the Plan. For example, the Plan's business associates might provide claims management services or utilization reviews. Business associates are permitted to receive, create, maintain, use, or disclose PHI, but only as provided in the Privacy Rule, and only after agreeing in writing to appropriately safeguard Your PHI pursuant to a business associate agreement.

12. **Other Uses and Disclosures.** The Plan may make certain other uses and disclosures of Your PHI without Your authorization:
- a. The Plan may use or disclose Your PHI for any purpose required by federal, state, or local law. For example, The Plan may be required by law to use or disclose Your PHI to respond to a court order, subject to further restrictions specified in this Notice below.
  - b. The Plan may disclose Your PHI in the course of a judicial or administrative proceeding (for example, to respond to a subpoena or discovery request, subject to further restrictions specified in this Notice below).
  - c. The Plan may use or disclose Your PHI for public health activities that are permitted or required by law, including reporting of disease, injury, birth, and death, and for public health investigations.
  - d. The Plan may disclose Your PHI to a public or private organization authorized to assist in disaster relief efforts. The Plan may use or disclose Your PHI to help notify a relative or other individual who is responsible for Your health care, of your location, general condition, or death. In such situations, if You are present and able to give Your verbal permission, the Plan will only use or disclose Your PHI with Your permission. This verbal permission will only cover a single encounter and is not a substitute for a written authorization. If You are not present or are unable to give Your permission, the Plan will use or disclose Your PHI only if it determines (based on its professional judgment) that the use or disclosure is in Your best interest.
  - e. The Plan may disclose Your PHI to a health oversight agency for activities authorized by law. The relevant agencies include governmental units that oversee or monitor the health care system, government benefit and regulatory programs, and compliance with civil rights laws. The relevant activities include conducting audits, investigations, or civil or criminal proceedings.
  - f. Under limited circumstances (such as required reporting laws or in response to a grand jury subpoena), the Plan may disclose Your PHI to the appropriate law enforcement officials for law enforcement purposes, subject to further restrictions specified in this Notice below.
  - g. The Plan may disclose Your PHI to coroners, medical examiners, and funeral directors as necessary for them to carry out their duties, subject to further restrictions specified in this Notice below. If You are an organ donor, the Plan may disclose Your PHI to organ procurement or organ, eye, or tissue transplantation organizations, as necessary to facilitate organ or tissue donation and transplantation.
  - h. The Plan may use or disclose Your PHI to avert a serious threat to Your health or safety, or to the health and safety of others. Any such disclosure will be made to someone who would be able to help prevent the threat.
  - i. The Plan may disclose Your PHI, if You are in the Armed Forces, for activities deemed necessary by appropriate military command authorities, for determination of benefit eligibility by the Department of Veterans Affairs, or to foreign military authorities if You are a Member of that foreign military service. The Plan may disclose Your PHI to authorized federal officials for conducting national security and intelligence activities (including for the provision of protective services to the President of the United States) or to the Department of State to make medical suitability determinations. If You are an inmate at a

correctional institution, then under certain circumstances the Plan may disclose Your PHI to the correctional institution.

- j. The Plan may disclose Your PHI to the extent necessary to comply with laws concerning workers' compensation or to comply with similar programs that are established by law and provide benefits for work-related injuries or illness.
  - k. The Plan may disclose Your PHI, consistent with applicable federal and state laws, if the Plan believes that You have been a victim of abuse, neglect, or domestic violence. Such disclosure will be made to the governmental entity or agency authorized to receive such information.
  - l. The Plan will disclose Your PHI to the Secretary of the Department of Health and Human Services, when required to do so, to enable the Secretary to investigate or determine the Plan's compliance with HIPAA and the Privacy Rule.
13. **Additional Restrictions on Use or Disclosure.** Some federal and state laws may require special privacy protections that restrict the use and disclosure of certain types of health information. Such laws may protect the following types of information: alcohol and substance use disorders, biometric information, child or adult abuse or neglect including sexual assault, communicable diseases, genetic information, HIV/AIDS, mental health, minors' information, prescriptions, reproductive health, and sexually transmitted diseases. The Plan will follow the more stringent law, where it applies to the Plan.
14. **Additional Privacy for Substance Use Disorder (SUD) Treatment.** Although the Plan is not a SUD treatment program, the Plan may receive information from a SUD program about Your treatment. The Plan will not disclose this information to be used in a civil, criminal, administrative, or legislative proceeding against You unless: (i) You provide Your written consent; or (ii) the Plan receives a court order accompanied by a subpoena or other legal requirement compelling its disclosure and You were given notice and an opportunity to respond to such court order. In addition, if the Plan uses this information to raise funds for the Plan's benefit, the Plan must first provide You with a clear and conspicuous opportunity to elect not to receive any fundraising communications.

## E. Your rights regarding Your Protected Health Information

You have the following rights relating to Your PHI:

- 1. **Right to access, inspect, and copy.** You have the right to look at or get copies of Your PHI maintained by the Plan that may be used to make decisions about Your Plan eligibility and benefits, with limited exceptions. The Plan may require You to make this request in writing to the Privacy Officer listed at the end of this Notice. Generally, the Plan will respond to Your request within 30 days after the Plan receives it; if more time is needed, the Plan will notify You within the original 30-day period. The Plan may deny Your request to inspect and copy in certain very limited circumstances. The Privacy Rule contains a few exceptions to Your right to inspect and copy Your PHI maintained by the Plan. You do not have the right to inspect or copy, among other things, psychotherapy notes or materials that are compiled in anticipation of litigation or similar proceedings. If Your written request is denied, You will receive written reasons for the denial and an explanation of any right to have the denial reviewed. If the information You request is maintained electronically, and You request an electronic copy, the Plan will provide a copy in the electronic form and format You request, if the information can be readily produced in that form and format; if the information cannot be readily produced in that form and format, the Plan will

work with You to come to an agreement on form and format. If we cannot agree on an electronic form and format, the Plan will provide You with a paper copy. You have a right to choose to receive a copy of all or of only portions of your PHI. The Plan may charge a fee for copying or mailing Your PHI for You but may waive that charge depending on Your circumstances. If you make a request in advance, the Plan will provide You with an estimate of the cost of copying or mailing the requested information.

2. **Right to request an amendment of Your PHI.** If You believe that there is a mistake or missing information in a record of Your PHI held by the Plan or one of its vendors, You may request in writing, that the record be corrected or supplemented. You have the right to request an amendment for as long as the PHI is kept by or for the Plan. Your request must be in writing and must include a reason or explanation that supports Your request. The Plan, or someone on its behalf, will respond usually within 60 days of receiving Your request. The Plan may deny the request if it is not in writing, it is determined that the PHI is correct and complete, not part of the PHI kept by or for the Plan, not created by the Plan or its vendors, and/or not part of the Plan's or vendor's records (unless the person or entity that created the information is no longer available to make the amendment), or not part of the information which You would be permitted to inspect and copy. All denials will be made in writing. Any denial will include the reasons for denial and explain Your rights to have the request and denial, along with any statement in response that You provide, appended to Your PHI. If the Plan denies Your request for an amendment, You may file a written statement of disagreement, which the Plan may rebut in writing. The denial, statement of disagreement, and rebuttal will be included in any future disclosures of the relevant PHI. If Your request for amendment is approved, the Plan or the vendor, will change the PHI and inform You of the change and inform others that need to know about the change. If the Plan approves Your request, the Plan will include the amendment in any future disclosures of the relevant PHI.
3. **Right to request and receive an accounting of disclosures.** You have a right to receive a list of routine and non-routine disclosures that Plan has made of Your PHI. This right includes a list of when, to whom, for what purpose and what portion of your PHI has been released by the Plan and its vendors. This does not include a list of disclosures for Treatment, payment, health care operations, and certain other purposes (such as disclosures made for national security purposes, to law enforcement officials, or correctional facilities). If the PHI disclosed is not an "electronic health record," the accounting will include disclosures for the six (6) years prior to the date of your request. In this case, as noted above, the accounting is not required to include all disclosures. If the PHI disclosed is an "electronic health record," the accounting will include disclosures up to three (3) years before the date of Your request. Your request for the accounting must be made in writing. Your request must include the time frame that You would like the Plan to cover (this may be no more than six (6) years before the date of the request). You will normally receive a response to Your written disclosure for this accounting within 60 days after your request is received. There will be no charge for up to one such list each year but there may be a charge for more frequent requests. The Plan will notify You of the cost involved and You may choose to withdraw or modify Your request at that time before any costs are incurred.
4. **Right to request restrictions.** You have the right to request that the Plan restrict how it uses or discloses Your PHI for Treatment, payment, or health care operations. You also have the right to request a limit on the PHI about You that the Plan discloses to someone who is involved in Your care or the payment of Your care, like a family member or friend. The Plan will consider Your request but generally is not legally bound to agree to the request for restriction. However, the Plan will comply with any restriction request if (1) except as otherwise required by law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out Treatment); and (2) the PHI pertains solely to a health care

item or service for which You, or another person on Your behalf, has paid the health care Provider or other covered entity involved in full. Your request must be in writing. In Your request, You must tell the Plan (1) what information You want to limit; (2) whether You want to limit the Plan's use, disclosure, or both; and (3) to whom You want the limits to apply, for example, disclosure to Your spouse. If the Plan does agree to Your restriction it must comply with the agreed to restriction, except for purposes of treating You in a Medical Emergency.

5. **Right to choose how the Plan contacts You.** You have the right to request that the Plan communicate with You about Your PHI by alternative means or to an alternative location. For example, you may request that the Plan only contact you at designated address or phone number. Your request must be in writing. In Your request, You must tell us how or where You wish to be contacted. The Plan will make a reasonable accommodation of Your request for confidential communication.
6. **Right to request a copy of this Notice in an alternative format.** You are entitled to receive a printed copy of this Notice at any time as well as a non-English translation. You may ask the Plan to give You a paper or electronic copy of this Notice at any time. Even if You have agreed to receive this Notice electronically, You are still entitled to a paper copy of this Notice. Contact the Plan using the information listed at the end of this Notice to obtain an alternative copy of this Notice.

## **F. Complaints**

If You believe Your privacy rights have been violated, You may file a complaint with the Plan, or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, send a written complaint to the Privacy Officer listed at the end of this Notice. The Plan will not retaliate against You for filing a complaint, and You will not be penalized in any other way for filing a complaint.

## **G. Contact Information for questions**

If You have questions about this Notice or would like more information about the Plan's privacy practices, contact:

Privacy Officer  
Minnesota Management and Budget / PEIP  
400 Centennial Office Building  
658 Cedar Street  
Saint Paul, Minnesota 55155  
(651) 259-3747

[scott.anderson@state.mn.us](mailto:scott.anderson@state.mn.us)



## **XIX. NOTICE OF INTENT TO COLLECT PRIVATE DATA**

Minnesota Management and Budget (MMB) and Innovo Benefits Administration administer the Public Employees Insurance Program (PEIP). As an individual seeking to or participating in a group insurance program, you are asked to provide certain data for the purpose of the administration of group insurance benefits. This notice explains why MMB/Innovo is requesting private data, how the data will be used, who has access to the data, and what may happen if you do not provide the requested data.

**Use of Data.** The data requested by MMB/Innovo may be used for the following purposes:

- To determine eligibility for group insurance benefits
- To administer group insurance benefits
- As required by State and federal law, rule, or regulation

**Right of Refusal.** You are not required to provide any of the requested data. If you do not provide the requested data, group insurance program benefits may be denied or delayed for you, your spouse, or your dependent(s), as applicable.

**Access to Data.** The data that you provide may be shared with:

- Authorized personnel whose jobs reasonably require access
- Insurance and service providers, and other contracted vendors
- Any other person or entity authorized by federal or state law to access the data, including but not limited to the Office of the Legislative Auditor, the Minnesota Department of Health, the Minnesota Department of Commerce, or others as authorized by a court order

The parents of a minor may access private data about the minor unless there is a law, court order, or other legally binding instrument that blocks the parent from accessing the data.

## XX. Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit [www.healthcare.gov](http://www.healthcare.gov).

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or [www.insurekidsnow.gov](http://www.insurekidsnow.gov) to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at [www.askebsa.dol.gov](http://www.askebsa.dol.gov) or call **1-866-444-EBSA (3272)**.

**If you live in one of the following states, you may be eligible for assistance paying your employer health plan premiums. The following list of states is current as of July 31, 2025. Contact your State for more information on eligibility –**

ALABAMA – Medicaid	ALASKA – Medicaid
Website: <a href="http://myalhipp.com/">http://myalhipp.com/</a> Phone: 1-855-692-5447	The AK Health Insurance Premium Payment Program Website: <a href="http://myakhipp.com/">http://myakhipp.com/</a> Phone: 1-866-251-4861 Email: <a href="mailto:CustomerService@MyAKHIPP.com">CustomerService@MyAKHIPP.com</a> Medicaid Eligibility: <a href="https://health.alaska.gov/dpa/Pages/default.aspx">https://health.alaska.gov/dpa/Pages/default.aspx</a>
ARKANSAS – Medicaid	CALIFORNIA – Medicaid
Website: <a href="http://myarhipp.com/">http://myarhipp.com/</a> Phone: 1-855-MyARHIPP (855-692-7447)	Health Insurance Premium Payment (HIPP) Program Website: <a href="http://dhcs.ca.gov/hipp">http://dhcs.ca.gov/hipp</a> Phone: 916-445-8322 Fax: 916-440-5676 Email: <a href="mailto:hipp@dhcs.ca.gov">hipp@dhcs.ca.gov</a>
COLORADO – Health First Colorado (Colorado's Medicaid Program) & Child Health Plan Plus (CHP+)	FLORIDA – Medicaid

<p>Health First Colorado Website:  <a href="https://www.healthfirstcolorado.com/">https://www.healthfirstcolorado.com/</a>  Health First Colorado Member Contact Center:  1-800-221-3943/State Relay 711  CHP+: <a href="https://hcpf.colorado.gov/child-health-plan-plus">https://hcpf.colorado.gov/child-health-plan-plus</a>  CHP+ Customer Service: 1-800-359-1991/State Relay 711  Health Insurance Buy-In Program  (HIBI): <a href="https://www.mycohibi.com/">https://www.mycohibi.com/</a>  HIBI Customer Service: 1-855-692-6442</p>	<p>Website:  <a href="https://www.flmedicaidtplrecovery.com/flmedicaidtplrecovery.com/hipp/index.html">https://www.flmedicaidtplrecovery.com/flmedicaidtplrecovery.com/hipp/index.html</a>  Phone: 1-877-357-3268</p>
<b>GEORGIA – Medicaid</b>	<b>INDIANA – Medicaid</b>
<p>GA HIPP Website: <a href="https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp">https://medicaid.georgia.gov/health-insurance-premium-payment-program-hipp</a>  Phone: 678-564-1162, Press 1  GA CHIPRA Website:  <a href="https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra">https://medicaid.georgia.gov/programs/third-party-liability/childrens-health-insurance-program-reauthorization-act-2009-chipra</a>  Phone: 678-564-1162, Press 2</p>	<p>Health Insurance Premium Payment Program  All other Medicaid  Website: <a href="https://www.in.gov/medicaid/">https://www.in.gov/medicaid/</a>  <a href="http://www.in.gov/fssa/dfr/">http://www.in.gov/fssa/dfr/</a>  Family and Social Services Administration  Phone: 1-800-403-0864  Member Services Phone: 1-800-457-4584</p>
<b>IOWA – Medicaid and CHIP (Hawki)</b>	<b>KANSAS – Medicaid</b>
<p>Medicaid Website:  <a href="#">Iowa Medicaid   Health &amp; Human Services</a>  Medicaid Phone: 1-800-338-8366  Hawki Website:  <a href="#">Hawki - Healthy and Well Kids in Iowa   Health &amp; Human Services</a>  Hawki Phone: 1-800-257-8563  HIPP Website: <a href="#">Health Insurance Premium Payment (HIPP)   Health &amp; Human Services (iowa.gov)</a>  HIPP Phone: 1-888-346-9562</p>	<p>Website: <a href="https://www.kancare.ks.gov/">https://www.kancare.ks.gov/</a>  Phone: 1-800-792-4884  HIPP Phone: 1-800-967-4660</p>
<b>KENTUCKY – Medicaid</b>	<b>LOUISIANA – Medicaid</b>
<p>Kentucky Integrated Health Insurance Premium Payment Program (KI-HIPP) Website:  <a href="https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx">https://chfs.ky.gov/agencies/dms/member/Pages/kihipp.aspx</a>  Phone: 1-855-459-6328  Email: <a href="mailto:KIHIPP.PROGRAM@ky.gov">KIHIPP.PROGRAM@ky.gov</a>  KCHIP Website: <a href="https://kynect.ky.gov">https://kynect.ky.gov</a>  Phone: 1-877-524-4718  Kentucky Medicaid Website:  <a href="https://chfs.ky.gov/agencies/dms">https://chfs.ky.gov/agencies/dms</a></p>	<p>Website: <a href="http://www.medicicaid.la.gov">www.medicicaid.la.gov</a> or <a href="http://www.ldh.la.gov/lahipp">www.ldh.la.gov/lahipp</a>  Phone: 1-888-342-6207 (Medicaid hotline) or  1-855-618-5488 (LaHIPP)</p>
<b>MAINE – Medicaid</b>	<b>MASSACHUSETTS – Medicaid and CHIP</b>

<p>Enrollment Website:  <a href="https://www.mymaineconnection.gov/benefits/s/?language=en_US">https://www.mymaineconnection.gov/benefits/s/?language=en_US</a>  Phone: 1-800-442-6003  TTY: Maine relay 711  Private Health Insurance Premium Webpage:  <a href="https://www.maine.gov/dhhs/ofi/applications-forms">https://www.maine.gov/dhhs/ofi/applications-forms</a>  Phone: 1-800-977-6740  TTY: Maine relay 711</p>	<p>Website: <a href="https://www.mass.gov/masshealth/pa">https://www.mass.gov/masshealth/pa</a>  Phone: 1-800-862-4840  TTY: 711  Email: <a href="mailto:masspremassistance@accenture.com">masspremassistance@accenture.com</a></p>
<b>MINNESOTA – Medicaid</b>	<b>MISSOURI – Medicaid</b>
<p>Website:  <a href="https://mn.gov/dhs/health-care-coverage/">https://mn.gov/dhs/health-care-coverage/</a>  Phone: 1-800-657-3672</p>	<p>Website:  <a href="http://www.dss.mo.gov/mhd/participants/pages/hipp.htm">http://www.dss.mo.gov/mhd/participants/pages/hipp.htm</a>  Phone: 573-751-2005</p>

<b>MONTANA – Medicaid</b>	<b>NEBRASKA – Medicaid</b>
<p>Website:  <a href="http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP">http://dphhs.mt.gov/MontanaHealthcarePrograms/HIPP</a>  Phone: 1-800-694-3084  Email: <a href="mailto:HHSHIPPPProgram@mt.gov">HHSHIPPPProgram@mt.gov</a></p>	<p>Website: <a href="http://www.ACCESSNebraska.ne.gov">http://www.ACCESSNebraska.ne.gov</a>  Phone: 1-855-632-7633  Lincoln: 402-473-7000  Omaha: 402-595-1178</p>
<b>NEVADA – Medicaid</b>	<b>NEW HAMPSHIRE – Medicaid</b>
<p>Medicaid Website: <a href="http://dhcfp.nv.gov">http://dhcfp.nv.gov</a>  Medicaid Phone: 1-800-992-0900</p>	<p>Website: <a href="https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program">https://www.dhhs.nh.gov/programs-services/medicaid/health-insurance-premium-program</a>  Phone: 603-271-5218  Toll free number for the HIPP program: 1-800-852-3345, ext. 15218  Email: <a href="mailto:DHHS.ThirdPartyLiabi@dhhs.nh.gov">DHHS.ThirdPartyLiabi@dhhs.nh.gov</a></p>
<b>NEW JERSEY – Medicaid and CHIP</b>	<b>NEW YORK – Medicaid</b>
<p>Medicaid Website:  <a href="http://www.state.nj.us/humanservices/dmahs/clients/medicaid/">http://www.state.nj.us/humanservices/dmahs/clients/medicaid/</a>  Phone: 1-800-356-1561  CHIP Premium Assistance Phone: 609-631-2392  CHIP Website: <a href="http://www.njfamilycare.org/index.html">http://www.njfamilycare.org/index.html</a>  CHIP Phone: 1-800-701-0710 (TTY: 711)</p>	<p>Website: <a href="https://www.health.ny.gov/health_care/medicaid/">https://www.health.ny.gov/health_care/medicaid/</a>  Phone: 1-800-541-2831</p>
<b>NORTH CAROLINA – Medicaid</b>	<b>NORTH DAKOTA – Medicaid</b>
<p>Website: <a href="https://medicaid.ncdhhs.gov/">https://medicaid.ncdhhs.gov/</a>  Phone: 919-855-4100</p>	<p>Website: <a href="https://www.hhs.nd.gov/healthcare">https://www.hhs.nd.gov/healthcare</a>  Phone: 1-844-854-4825</p>
<b>OKLAHOMA – Medicaid and CHIP</b>	<b>OREGON – Medicaid and CHIP</b>

Website: <a href="http://www.insureoklahoma.org">http://www.insureoklahoma.org</a> Phone: 1-888-365-3742	Website: <a href="http://healthcare.oregon.gov/Pages/index.aspx">http://healthcare.oregon.gov/Pages/index.aspx</a> Phone: 1-800-699-9075
<b>PENNSYLVANIA – Medicaid and CHIP</b>	<b>RHODE ISLAND – Medicaid and CHIP</b>
Website: <a href="https://www.pa.gov/en/services/dhs/apply-for-medicaid-health-insurance-premium-payment-program-hipp.html">https://www.pa.gov/en/services/dhs/apply-for-medicaid-health-insurance-premium-payment-program-hipp.html</a> Phone: 1-800-692-7462 CHIP Website: <a href="http://www.pa.gov/en/services/dhs/apply-for-medicaid-health-insurance-premium-payment-program-hipp.html">Children's Health Insurance Program (CHIP) (pa.gov)</a> CHIP Phone: 1-800-986-KIDS (5437)	Website: <a href="http://www.eohhs.ri.gov/">http://www.eohhs.ri.gov/</a> Phone: 1-855-697-4347, or 401-462-0311 (Direct RItE Share Line)
<b>SOUTH CAROLINA – Medicaid</b>	<b>SOUTH DAKOTA - Medicaid</b>
Website: <a href="https://www.scdhhs.gov">https://www.scdhhs.gov</a> Phone: 1-888-549-0820	Website: <a href="http://dss.sd.gov">http://dss.sd.gov</a> Phone: 1-888-828-0059

<b>TEXAS – Medicaid</b>	<b>UTAH – Medicaid and CHIP</b>
Website: <a href="http://www.texas.gov/health-insurance-premium-payment-program">Health Insurance Premium Payment (HIPP) Program   Texas Health and Human Services</a> Phone: 1-800-440-0493	Utah's Premium Partnership for Health Insurance (UPP) Website: <a href="https://medicaid.utah.gov/upp/">https://medicaid.utah.gov/upp/</a> Email: <a href="mailto:upp@utah.gov">upp@utah.gov</a> Phone: 1-888-222-2542 Adult Expansion Website: <a href="https://medicaid.utah.gov/expansion/">https://medicaid.utah.gov/expansion/</a> Utah Medicaid Buyout Program Website: <a href="https://medicaid.utah.gov/buyout-program/">https://medicaid.utah.gov/buyout-program/</a> CHIP Website: <a href="https://chip.utah.gov/">https://chip.utah.gov/</a>
<b>VERMONT– Medicaid</b>	<b>VIRGINIA – Medicaid and CHIP</b>
Website: <a href="http://www.vermont.gov/health-insurance-premium-payment-program">Health Insurance Premium Payment (HIPP) Program   Department of Vermont Health Access</a> Phone: 1-800-250-8427	Website: <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select">https://coverva.dmas.virginia.gov/learn/premium-assistance/famis-select</a> <a href="https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs">https://coverva.dmas.virginia.gov/learn/premium-assistance/health-insurance-premium-payment-hipp-programs</a> Medicaid/CHIP Phone: 1-800-432-5924
<b>WASHINGTON – Medicaid</b>	<b>WEST VIRGINIA – Medicaid and CHIP</b>
Website: <a href="https://www.hca.wa.gov/">https://www.hca.wa.gov/</a> Phone: 1-800-562-3022	Website: <a href="https://dhhr.wv.gov/bms/">https://dhhr.wv.gov/bms/</a> <a href="http://mywvhipp.com/">http://mywvhipp.com/</a> Medicaid Phone: 304-558-1700 CHIP Toll-free phone: 1-855-MyWVHIPP (1-855-699-8447)
<b>WISCONSIN – Medicaid and CHIP</b>	<b>WYOMING – Medicaid</b>

Website: <a href="https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm">https://www.dhs.wisconsin.gov/badgercareplus/p-10095.htm</a> Phone: 1-800-362-3002	Website: <a href="https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/">https://health.wyo.gov/healthcarefin/medicaid/programs-and-eligibility/</a> Phone: 1-800-251-1269
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To see if any other states have added a premium assistance program since July 31, 2025, or for more information on special enrollment rights, contact either:

U.S. Department of Labor  
 Employee Benefits Security Administration  
[www.dol.gov/agencies/ebsa](http://www.dol.gov/agencies/ebsa)  
 1-866-444-EBSA (3272)

U.S. Department of Health and Human Services  
 Centers for Medicare & Medicaid Services  
[www.cms.hhs.gov](http://www.cms.hhs.gov)  
 1-877-267-2323, Menu Option 4, Ext. 61565

## B. Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995 (Pub. L. 104-13) (PRA), no persons are required to respond to a collection of information unless such collection displays a valid Office of Management and Budget (OMB) control number. The Department notes that a Federal agency cannot conduct or sponsor a collection of information unless it is approved by OMB under the PRA, and displays a currently valid OMB control number, and the public is not required to respond to a collection of information unless it displays a currently valid OMB control number. See 44 U.S.C. 3507. Also, notwithstanding any other provisions of law, no person shall be subject to penalty for failing to comply with a collection of information if the collection of information does not display a currently valid OMB control number. See 44 U.S.C. 3512.

The public reporting burden for this collection of information is estimated to average approximately seven minutes per respondent. Interested parties are encouraged to send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employee Benefits Security Administration, Office of Policy and Research, Attention: PRA Clearance Officer, 200 Constitution Avenue, N.W., Room N-5718, Washington, DC 20210 or email [ebsa.opr@dol.gov](mailto:ebsa.opr@dol.gov) and reference the OMB Control Number 1210-0137.

OMB Control Number 1210-0137 (expires 1/31/2026)

Upon request, this guide can be made available in alternative formats such as Braille, large print, or audio tape.