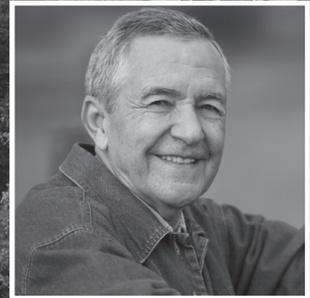


# Medicare Advantage Plan Benefits

PLAN YEAR 2011 BENEFITS



JULY 1, 2010 - JUNE 30, 2011



## Introduction

Welcome to your PEIA Medicare Advantage Plan Benefit Booklet. This booklet describes the benefits provided for PEIA-covered, Medicare-eligible retirees for Plan Year 2011 (July 1, 2010 - June 30, 2011). PEIA has contracted with Humana, Inc. to provide health benefits to Medicare-eligible retired employees and Medicare-eligible dependents of retired employees through the Medicare Advantage Plan. PEIA has contracted with Express Scripts, Inc. (ESI) to provide prescription drug benefits through a Medicare Part D Plan to these same members. These benefits are for members whose primary insurance is Medicare.

This booklet provides information about who you can cover under your insurance, when you can make changes, and other rights you have. It contains some information about your life insurance, although the details of the coverage are found in your Life Insurance Benefit Booklet from Minnesota Life.

Information in this booklet regarding Humana's Medicare Advantage benefit plan is very limited. Therefore, you should refer to your Humana Member Guide and Evidence of Coverage for benefit details. Each eligible member has received detailed information about the plan from Humana. If you have questions about your Medicare Advantage Plan, please contact Humana at 1-800-783-4599.

Information in this booklet regarding Express Scripts' Medicare Part D benefit plan is also very limited. Please refer to your ESI Evidence of Coverage for benefit details. Each eligible member has received detailed information about the prescription drug plan from Express Scripts. If you have questions about your Medicare Part D Plan, please contact Express Scripts at 1-866-591-3881.

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## Subject to Change

The benefit information in this booklet is subject to change during the plan year, if circumstances arise which require adjustment. Plan changes will be communicated to participants and incorporated into the next edition of this booklet.

## Who to Call with Questions

Each entity that provides benefits under the PEIA plan has a national toll-free customer service telephone number. If you have benefit questions, please start with the numbers listed below:

### **PEIA**

*Answers to questions about eligibility and life insurance*

WV Public Employees Insurance Agency

1-304-558-7850 or 1-888-680-7342  
or on the web at [www.wvpeia.com](http://www.wvpeia.com)

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### **Humana**

*Answers to questions about eligibility, health claims, benefits, prescriptions and claim appeals*

Humana, Inc.

1-800-783-4599

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### **Express Scripts, Inc.**

*Answers to questions about prescriptions*

Express Scripts Customer Service

1-866-591-3881

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### **Mountaineer Flexible Benefits**

*Dental, vision, and disability insurance and flexible spending accounts*

Fringe Benefits Management Company

1-800-342-8017  
or on the web at [www.myfbmc.com](http://www.myfbmc.com)

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### **Life Insurance**

*Basic, optional and dependent life insurance claims and questions*

Minnesota Life

1-800-203-9515

## Terms & Definitions

**Beneficiary:** The person who receives the proceeds of your PEIA-sponsored life insurance policy.

**Dependent:** An eligible person, under PEIA guidelines, whom the policyholder has properly enrolled for coverage under the Plan.

Dependents may be covered under the PEIA PPB Plan, the Special Medicare Plan or the Medicare Advantage Plan, depending on their age and Medicare status.

**Handicap:** A medical or physical impairment which substantially limits one or more of a person's major life activities. The term "major life activities" includes functions such as care for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning or working. "Substantially limits" means interferes with or affects over a substantial period of time. Minor, temporary ailments or injuries shall not be considered physical or mental impairments which substantially limit a person's major life activities. "Physical or mental impairment" includes such diseases and conditions as orthopedic, visual, speech and hearing impairments; cerebral palsy; epilepsy; muscular dystrophy; autism; multiple sclerosis and diabetes. The term "handicap" does not include excessive use or abuse of alcohol, tobacco or drugs.

**Insured:** Someone who is eligible for and enrolled in the benefits plan offered by PEIA. Insured refers to anyone who has coverage under any plan offered by PEIA.

**Medicare:** The federal program of health benefits for retirees and other qualified individuals as established by Title XVII of the Social Security Act of 1965, as amended. Medicare consists of four parts, A, B, C and D. Parts A and B provide medical coverage to Medicare Beneficiaries. To be eligible for benefits from PEIA, the Medicare-eligible member is REQUIRED to enroll for both Medicare Parts A and B.

**Medicare Advantage Plan:** A type of Medicare benefits that combines Medicare Parts A and B into one comprehensive benefit package. PEIA provides benefits to Medicare-eligible retired employees and Medicare-eligible dependents of retired employees through the Medicare Advantage plan offered by Humana, Inc.

**Medicare Beneficiary:** Individual eligible for Medicare as established by Title XVII of the Social Security Act of 1965, as amended.

**Medicare Part D Plan:** A plan offered by Medicare to provide prescription drug coverage to Medicare beneficiaries. PEIA provides prescription drug coverage to members of the Humana Medicare Advantage Plan through Express Scripts' Medicare Part D plan.

**Member:** A policyholder or dependent enrolled in the Medicare Advantage Plan offered by PEIA.

**Plan Year:** A 12-month period beginning July 1 and ending June 30.

**Policyholder:** The employee, retired employee, surviving dependent or COBRA participant in whose name the PEIA provides any health or life insurance coverage.

**Premium:** The payment required to keep coverage in force.

**Waiver of Premium:** Members who become disabled before age 60, and while insured, may continue basic life insurance coverage without further payment of premium for the duration of the disability. To be considered disabled, the member must be unable to do any work for pay or profit. Application for a waiver of premium must be provided to PEIA's life insurance carrier within 12 months of the member's last day worked.

## What PEIA Offers

### Health Coverage

PEIA offers medical benefits through Humana's Medicare Advantage plan and prescription drug coverage through ESI's Medicare Part D plan to all Medicare-eligible retired employees and Medicare eligible dependents of retired employees. For retired employees and dependents who are not eligible for Medicare, PEIA offers PEIA PPB Plan A.

### Life Insurance

If you continued your life insurance at the time of retirement, you are eligible for Basic life insurance benefits. You may also have elected to continue your optional and/or dependent life insurance coverage. Eligibility and enrollment details for the life insurance plans are included in this booklet. For a complete description of the life insurance benefits, please see the Life Insurance Booklet provided by Minnesota Life.

### Mountaineer Flexible Benefits

Mountaineer Flexible Benefits is a plan which offers dental and vision coverage for retired employees.

Open Enrollment for Mountaineer Flexible Benefits is held each Spring. The current information about these benefits and associated premiums is included in the Mountaineer Flexible Benefits enrollment materials, which are mailed to all eligible retired employees each Spring. If you have questions about these benefits, contact Fringe Benefits Management Company at 1-800-342-8017.

## Eligibility and Enrollment for Retired Employees

### Who Is Eligible

As a retired public employee, you are eligible for health and life benefits through PEIA, provided you meet the minimum eligibility requirements of the applicable State retirement system and your last employer immediately prior to retirement is a participating employer under the State retirement system.

Members who participate in a non-State retirement system must, in the case of education employees (such as TIAA-CREF or similar plans), meet the minimum eligibility requirements of the State Teachers Retirement System, and in other cases, meet the minimum eligibility requirements of the Public Employees Retirement System.

If you have questions about your retirement, contact the Consolidated Public Retirement Board (CPRB) toll-free at 1-800-654-4406.

### Return to Active Employment

If you retire, then return to active employment with a participating agency, you lose your right to use your sick and/or annual leave for extended employer-paid PEIA coverage. When you return to active employment and have PEIA benefits as an active employee, your new effective date of coverage in the PEIA plan will be after July 1, 2001, and therefore you will be ineligible for the sick/annual leave benefit.

If you retire, then return to active employment with a participating agency, you will lose your right to receive any premium subsidy. Retired employees who have previously retired, but who become actively employed on or after July 1, 2010, with an employer participating in PEIA (and who therefore lose their status as a retired employee), will have a new date of hire which is after July 1, 2010, and will not be eligible to receive any premium subsidy when they return to retired employee status. **EXCEPTION:** The only exception to this policy is if the employee returns to retired employee status within two years of their new hire date. In such case, the employee, for

premium subsidy purposes, will be treated as if they never left retired employee status and their original pre-July 1, 2010 date of hire will apply.

## Disability Retirement

A member who is granted disability retirement by a state retirement system or who receives Social Security disability benefits is eligible to continue coverage in the PEIA Plan as a retired employee, provided that the member meets the minimum years of service requirement of the applicable state retirement system. Members in this category pay the same premiums as those with 25 or more years of service.

## Medicare

As a retired employee or a dependent of a retired employee, when you become an eligible beneficiary of Medicare, you must enroll in Medicare Parts A and B and provide your Medicare Claim Number (located on your Medicare card below your name) to PEIA.

Medicare Part A is an entitlement program and is available without payment of a premium to most individuals. Part B is the supplementary medical insurance program that covers physician services, outpatient laboratory and x-ray tests, durable medical equipment and outpatient hospital care. Part B is a voluntary program that requires payment of a monthly premium.

Most Medicare-eligible retired employees and Medicare-eligible dependents of retired employees have coverage through Humana's Medicare Advantage plan. This plan provides both medical and prescription drug coverage for those Medicare-primary members. To be eligible for Humana's Medicare Advantage plan, the member must enroll for Medicare Parts A and B. If you do not enroll in Medicare Parts A and B and pay the monthly premium, you are not eligible for Humana's Medicare Advantage plan or any health coverage from PEIA.

Medicare offers prescription drug coverage through a program called Medicare Part D. Please be aware that you should NOT purchase Medicare Part D coverage. You DO NOT need to enroll in a separate Medicare Part D plan, since PEIA provides prescription drug coverage for retirees with Medicare through its contract with Express Scripts, Inc. If you enroll in a separate Medicare Part D plan, you will be disenrolled from all medical and prescription benefits from PEIA. You will have only original Medicare Parts A, B and D with no secondary coverage.

## Dependents

If you elect PEIA coverage, you may also enroll the following dependents:

- your legal spouse;
- your biological or adopted children under age 19\*;
- stepchildren who live with you and are under age 19\*;
- children under age 19 who are members of your household and fully dependent upon you for support and maintenance (a notarized statement from the member affirming the member's 100% financial responsibility for the dependent is required); and
- children or stepchildren over age 19 who live with you, have been continuously covered by PEIA since before age 19, and who are incapacitated and cannot support themselves due to a physical or mental disability which began before age 19, or before age 25 if coverage was extended as a "qualifying child " or "qualifying relative".

Married children are not eligible for coverage.

\* Your unmarried 19-25-year-old child or stepchild who shares your principal place of residence will qualify for benefits if he or she meets the definition of a "qualifying child" OR a "qualifying relative."

To qualify for coverage, the dependent must meet ALL of the criteria in one of the following categories: (NOTE that these definitions have been simplified for PEIA eligibility purposes. For your taxes, refer to IRS publications.)

A “qualifying child” (QC) is a child who:

- has a specific, family-type relationship to the employee-taxpayer (i.e. child or stepchild).
- resides with the employee in his/her household for more than half of the tax year (with certain exceptions such as “temporary absences” if a full-time student).
- is under age 19, or if a full-time student for at least 5 months of the year is under age 24 as of the end of the tax year. There is no age requirement if a child is permanently and totally disabled. Has not provided more than half of his/her own support.

A “qualifying relative” (QR) is a “too old” child (that means over age 19, or over 24 if a full-time student) who:

- has a specific, family-type relationship to the employee-taxpayer, (i.e. child or stepchild).
- has gross income for the tax year that is less than the annual exemption amount permitted by the IRS (this income limit does not apply to full-time students).
- receives over half of his/her own support from the employee taxpayer.
- is not anyone’s “qualifying child.”

The recent health care reform legislation changes eligibility rules for dependent children, requiring that they be covered until age 26, and removing the requirement that they be unmarried. For PEIA those changes do not take effect until July 1, 2011. Until that time, PEIA’s current eligibility rules for dependent children will remain unchanged.

From time to time PEIA may conduct eligibility audits to verify that policyholders and dependents in the plan qualify for coverage. If you are audited, you will have to produce documentation for the dependent in question, including your most recent Federal tax return showing that you’ve claimed the dependent(s) on your taxes. If you cannot prove that the dependent qualifies for coverage, coverage will be terminated retroactively to the date the dependent would otherwise have been terminated, and PEIA will pursue reimbursement of any medical or prescription drug claims paid during the time the dependent was ineligible.

## How to Make Changes

You may make changes to your coverage in limited circumstances. To do so, you must use PEIA’s online system at [www.wvpeia.com](http://www.wvpeia.com), or complete the proper enrollment forms available from PEIA. Enrollment forms will authorize deduction of the premiums from your annuity for the coverages you select. If you pay PEIA directly, enrollment forms authorize PEIA to amend your billing.

There are restrictions on how and when you may enroll and make changes in your coverage. Please read all sections of this booklet carefully, so that you fully understand your options and responsibilities.

## PEIA Special Medicare Plan/Humana’s Medicare Advantage Plan

You may enroll for PEIA retiree benefits regardless of age or Medicare status, as long as you meet the eligibility requirements. Non-Medicare retirees have benefits through the PEIA PPB Plan or the managed care plan of their choice. Most Medicare-eligible retirees receive their benefits from Humana’s Medicare Advantage plan, although in a few limited circumstances, some Medicare retirees may receive their benefits from Original Medicare and the PEIA Special Medicare plan.

## Life Insurance

You may continue your basic, optional and dependent life insurance during the calendar month of or the two calendar months following the date of your retirement by completing the retiree life insurance enrollment forms. You may not elect or increase life insurance after this period.

## Dependents

You may enroll dependents for health coverage when you enroll as a retiree, and if you do, their coverage begins the same day as yours. You may enroll dependents for health coverage outside your initial enrollment period only if you experience a qualifying event. If you enroll them at a later date, their coverage will become effective the first day of the month following enrollment. In the absence of a qualifying event, you may only enroll dependents for health coverage during Open Enrollment. Coverage will be effective on the first day of the following plan year. To add a dependent to your coverage, you must submit documentation to prove that this is an eligible dependent. As a result of changes in federal regulations, PEIA is now required to collect and maintain the Social Security number of each covered person; therefore, dependents (except newborn children) cannot be added to PEIA coverage without a Social Security number.

If you are adding a dependent to your existing dependent life insurance policy at a date later than the calendar month following an enrollment event, coverage will not become effective until medical information has been submitted to, and approved by, PEIA's life insurance carrier. To add a dependent to your coverage, you must submit documentation to prove that this is an eligible dependent.

## Health Coverage

You should enroll new dependents during the calendar month of, or the two calendar months following, the date of the qualifying event that makes them eligible (i.e., date of marriage, date of birth or adoption) even if you already have family coverage. If you do not enroll them at this time, you will not be able to enroll them until the next Open Enrollment period, with coverage effective on the first day of the next plan year.

## Life Insurance

Add new dependents to your existing dependent life insurance policy during the calendar month of or the two calendar months following the date they become eligible (i.e., date of marriage, date of birth or adoption). Otherwise, you will have to submit a medical information form and be approved to obtain dependent life insurance coverage.

## Special Rules for Newborn or Adopted Children

**Newborn Child:** You must enroll your biological newborn child during the calendar month of birth or the two following calendar months; coverage will be made effective retroactive to the date of birth, and any premium increase associated with the addition of this child will also be retroactive to the month of birth. If you do not enroll your newborn within this time frame, you cannot add the newborn child until the next open enrollment period. You do not need a Social Security Number to enroll your newborn, but when you get the baby a Social Security Number, please provide it to PEIA.

**Adopted Child:** You must enroll an adopted child during the calendar month the child is placed in your home or the two following calendar months; coverage will be made effective retroactive to the date of placement, and any premium increase associated with the addition of this child will also be retroactive to the date of placement. Coverage for an adopted infant will become effective the day the adoptive parents are legally and financially responsible for the medical expenses if bona fide legal documentation is presented to PEIA. If you do not enroll your child within this timeframe, the adopted child cannot be added to your coverage until the next open enrollment period.

## Life Insurance

**Newborn Child:** If you add a biological newborn child to your existing dependent life insurance policy during the calendar month of or the two calendar months following the date of birth, coverage will be made effective retroactive to the date of birth, and any premium increase associated with the addition of this child will also be retroactive to the month of birth. If you add the child later, you will have to submit medical information and be approved to obtain dependent life insurance coverage for your child.

**Adopted Child:** If you add an adopted child to your existing dependent life insurance policy during the calendar month of or the two calendar months following the date of placement in your home, coverage can be made effective retroactive to the date of placement, and any premium increase associated with the addition of this child will also be retroactive to the date of placement. If you add the child later, you will have to submit medical information and be approved to obtain dependent life insurance coverage for your adopted child.

## Eligibility and Enrollment for Surviving Dependents

### Who Is Eligible

If you are a surviving dependent of an active or retired public employee, and you were insured as a dependent under the policyholder's coverage by PEIA at the time of the policyholder's death, you may elect to continue health coverage as a policyholder in your own right under your health plan. To do so, you will need to complete a Surviving Dependent enrollment form available from PEIA.

If you are a surviving spouse and you choose not to enroll immediately for coverage, you may elect PEIA health coverage during a future Open Enrollment Period, if you have not remarried. The surviving spouse's eligibility for PEIA coverage terminates upon remarriage. If a divorce occurs after the remarriage, re-enrollment as a surviving dependent is not allowed.

### Dependents

If you elect PEIA health coverage, you may also enroll the following dependents, if they were enrolled in the plan at the time of the policyholder's death:

- your biological or adopted children under age 19\*;
- stepchildren who live with you and are under age 19\*;
- children under age 19 who are members of your household and fully dependent upon you for support and maintenance (a notarized statement from the member affirming the member's 100% financial responsibility for the dependent is required);
- children or stepchildren over age 19 who live with you, have been continuously covered by PEIA since before age 19, and who are incapacitated and cannot support themselves due to a physical or mental disability which began before age 19, or before age 25 if coverage was extended as a "qualifying child" or "qualifying relative". For newly hired employees in their initial enrollment period in PEIA it is not necessary that the dependent be covered before age 19; and
- Newborn child, if pregnant at the time of the policyholder's death.

Married children are not eligible for coverage.

\* Your unmarried 19-25-year-old child or stepchild who shares your principal place of residence will qualify for benefits if he or she meets the definition of a "qualifying child" OR a "qualifying relative." To qualify for coverage, the dependent must meet ALL of the criteria in one of the following categories: (NOTE that these definitions have been simplified for PEIA eligibility purposes. For your taxes, refer to IRS publications.)

A "qualifying child" (QC) is a child who:

- has a specific, family-type relationship to the employee-taxpayer (i.e. child or stepchild).
- resides with the employee in his/her household for more than half of the tax year (with certain exceptions such as "temporary absences" if a full-time student).
- is under age 19, or if a full-time student for at least 5 months of the year is under age 24 as of the end of the tax year. There is no age requirement if a child is permanently and totally disabled.
- has not provided more than half of his/her own support.

A “qualifying relative” (QR) is a “too old” child (that means over age 19, or over 24 if a full-time student) who:

- has a specific, family-type relationship to the employee-taxpayer, (i.e. child or stepchild).
- has gross income for the tax year that is less than the annual exemption amount permitted by the IRS (this income limit does not apply to full-time students).
- receives over half of his/her own support from the employee taxpayer.
- is not anyone’s “qualifying child.”

The recent health care reform legislation changes eligibility rules for dependent children, requiring that they be covered until age 26, and removing the requirement that they be unmarried. For PEIA those changes do not take effect until July 1, 2011. Until that time, PEIA’s current eligibility rules for dependent children will remain unchanged.

From time to time PEIA may conduct eligibility audits to verify that policyholders and dependents in the plan qualify for coverage. If you are audited, you will have to produce documentation for the dependent in question, including your most recent Federal tax return showing that you’ve claimed the dependent(s) on your taxes. If you cannot prove that the dependent qualifies for coverage, coverage will be terminated retroactively to the date the dependent would otherwise have been terminated, and PEIA will pursue reimbursement of any medical or prescription drug claims paid during the time the dependent was ineligible.

## How To Enroll

To continue health coverage without interruption, surviving dependents must complete enrollment forms in the calendar month death occurs or the two following calendar months. In this case, surviving dependents must enroll in the same plan in which they were covered at the time of the policyholder’s death. Surviving dependents are not eligible for life insurance.

In the event that the surviving dependent is a retired public employee who is benefit-eligible in his or her own right, the surviving dependent must choose whether to enroll as a surviving dependent of the policyholder, or as a retired employee.

- If enrolled as a surviving dependent, premiums will be based on 25 or more years of service, but the surviving dependent is not eligible for life insurance.
- If enrolled as a retired employee, premiums will be based on the appropriate retired employee’s years of service, and he or she will be eligible for life insurance.

If you need help evaluating which would be better, please contact PEIA’s customer service unit at 1-888-680-7342.

## Special Eligibility Situations

### Disabled Child

Your dependent child may be covered after reaching age 19 if he or she is incapable of self-support because of mental or physical disability. To be eligible:

- the disabling condition must have begun before age 19, or before age 25 if coverage was extended as a “qualifying child ” or “qualifying relative”; and
- the child must be incapable of self-sustaining employment and chiefly dependent on you for support and maintenance.

To continue this coverage, contact PEIA for an application. You will be asked to provide documentation when the child reaches age 19 and periodically thereafter.

## Court-Ordered Dependent (COD)

If a PEIA-insured employee and his or her spouse divorce, and the employee is not the custodial parent for the dependent child(ren), the employee may continue to provide medical benefits for the child(ren) through the PEIA plan. If the non-custodial parent is ordered by the court to provide medical benefits for the child(ren), the custodial parent may submit medical claims for the court-ordered dependent(s), and benefits may be paid directly to the custodial parent. Special claim forms are required. The custodial parent will also receive Explanations of Benefits (EOBs) for the CODs as claims are processed. Contact PEIA to discuss this benefit.

## Medicare Retired Policyholder with non-Medicare Dependents

If you are a Medicare retiree with Non-Medicare dependents, then the Medicare beneficiary has benefits through Humana's Medicare Advantage plan. The non-Medicare dependents of the Medicare policyholder have coverage through the PEIA PPB Plan A.

The non-Medicare dependents' benefits are described in the current *Summary Plan Description*, which is available on PEIA's website at [www.wvpeia.com](http://www.wvpeia.com) or you can request a copy by calling PEIA's customer service unit at 1-888-680-7342.

## Members Who Reside Outside the U.S.

Medicare-eligible retirees who reside outside the United States have benefits through the PEIA PPB Plan A. Medical claims will be processed by Wells Fargo TPA, and PEIA will pay only the amount we would have paid if Medicare had processed your claim and made a payment. Prescription drug claims will be processed by Express Scripts.

## Special Medicare Plan

Humana's provider access issues in some areas of the country have compelled PEIA to create the Special Medicare plan. Members who are unable to access medical care through the Medicare Advantage Plan have been permitted, on a case-by-case basis, to move into PEIA's Special Medicare Plan. Under this plan, the member purchases traditional Medicare Parts A and B, and their secondary medical and prescription claims are paid by Wells Fargo TPA and Express Scripts, respectively.

Medical and Prescription Drug benefits under the Special Medicare Plan are generally the same as those provided under the Medicare Advantage Plan.

Medicare-eligible employees who retire after the beginning of a plan year, and retired employees who become eligible for Medicare during the plan year, will be enrolled in the Special Medicare plan, too, since the Medicare Advantage Plan cannot give these members credit for deductibles and out-of-pocket maximum amounts met in the PEIA PPB plan.

If you have questions about the benefits of the Special Medicare plan, please contact PEIA's customer service unit at 1-888-680-7342.

## Members Who Receive Veteran's Administration (VA) Benefits

If you receive VA benefits for a prescription drug claim, you must choose, for each prescription you fill, whether to submit the claim to the VA or to the Medicare Part D Plan for reimbursement. You should look carefully at what your cost will be under each benefit plan and make the decision that is best for you.

If you receive VA benefits for medical services, you may submit any bills you receive from the VA to the Medicare Advantage plan for reimbursement of the patient share amount.

## Other Eligibility Details

### Plan Changes And Qualifying Events

A qualifying event is a personal change in status which may allow you to change your benefit elections. Examples of qualifying events include, but are not limited to, the following:

1. Change in legal marital status – marriage, divorce, or death of a spouse
2. Change in number of dependents – birth, death, adoption, placement for adoption, award of legal guardianship
3. Change in employment status of the employee's spouse or employee's dependent – switching from part-time to full-time employment status or from full-time to part-time, termination or commencement of employment, a strike or lockout, commencement of or return from an unpaid leave of absence which results in employee/dependent becoming ineligible for coverage
4. Dependent satisfies or ceases to satisfy eligibility requirement – marriage of a dependent or no longer satisfying the definition of 'qualifying child' or 'qualifying relative.'

If you experience one of these changes, you may make changes in your PEIA coverage during a plan year. To make a change in your coverage, use PEIA's online enrollment site, "Manage My Benefits" or get a Change-in-Status form from PEIA. ALL changes require additional documentation as detailed in the chart on the next page.

Status Change Event	Documentation Required
Divorce	Provide a copy of the divorce decree showing that the divorce is final. Coverage for the ex-spouse will be terminated at the end of the month in which the divorce became final.
Significant Change in Health Coverage Attributable to Spouse's Employment	Documentation from the spouse's employer describing the change in health coverage.
Marriage	Copy of valid marriage license or certificate
Birth of Child	Copy of child's birth certificate
Adoption	Copy of adoption papers
Adding coverage for a stepchild who resides with the policyholder	An affidavit stating that the dependent resides with the policyholder and that the policyholder is responsible for more than 50% of the dependent's financial support and maintenance.
Adding coverage for a child who resides with the policyholder and for whom the policyholder provides more than 50% of the financial support	An affidavit stating that the dependent resides with the policyholder and that the policyholder is responsible for more than 50% of the dependent's financial support and maintenance.
Open Enrollment under spouse's employer's benefit plan	A copy of printed material showing open enrollment dates and the employer's name.
Death of spouse or dependent	A copy of the death certificate.
Beginning of spouse's employment	A letter from the spouse's employer stating the hire date, effective date of insurance, what coverage was added, and what dependents are covered.
End of spouse's employment	A letter from the spouse's employer stating the termination or retirement date, what coverage was lost, and dependents that were covered.
Significant change in health coverage due to spouse's employment	A letter from the spouse's insurance carrier indicating the change in insurance coverage, the effective date of that change and dependents covered.
Unpaid leave of absence by employee or spouse	A letter from your or your spouse's personnel office stating the date that you or your spouse went on unpaid leave or returned from unpaid leave.
Ineligibility of dependent child due to age	Copy of the dependent's birth certificate
Ineligibility of dependent child due to marriage	Copy of the dependent child's marriage license or certificate.
Ineligibility of dependent due to loss of qualified relative status	An affidavit stating that the dependent is no longer a qualified relative.
Change from full-time to part-time employment or vice versa for employee or spouse	A letter from your or your spouse's employer stating the previous hours worked and the new hours worked and the effective date of the change.

## Annual Open Enrollment

During Open Enrollment, eligible policyholders who have not taken advantage of any health coverage from PEIA have the opportunity to enroll, subject to the deadlines and rules in force for that enrollment period. Coverage becomes effective on the first day of the plan year.

## Identification Cards

Humana and ESI mail ID cards to their members upon enrollment in the plan, and subsequently when there are changes in the plan that warrant a new card. For additional or replacement cards, call Humana or ESI at the number in the front of this booklet.

## Your Responsibility To Make Changes

It is your responsibility to keep your PEIA enrollment records up to date. You must notify PEIA immediately of any changes in your family situation, and complete the appropriate change forms to keep your PEIA coverage up to date. Examples of such changes include a change of address, a change in your marital status, or a dependent child no longer qualifying for coverage.

You should notify PEIA whether you belong to the Humana's Medicare Advantage plan or if you've elected only life insurance coverage. If you fail to notify PEIA promptly of changes in your family status, your plan may adjust claims paid for ineligible enrollees.

## When Coverage Ends

### Voluntary Termination of Benefits

Coverage for a retired employee will terminate at the end of the calendar month in which the retiree elects no longer to participate, as long as the retired employee has experienced a qualifying event which would allow him or her to terminate coverage. In the absence of a qualifying event, coverage cannot be dropped until the following Open Enrollment period, with the cancellation effective on June 30 at the end of the plan year.

For retiring employees, coverage will terminate at the end of the month in which the employee ceases active employment, unless forms have been completed to continue coverage through their retirement system.

### Dependents/Surviving Dependents

Coverage for dependents terminates at the end of the calendar month in which one of the following occurs:

- policyholder (active or retired) terminates or loses coverage;
- dependent spouse is divorced from employee;
- dependent child reaches 19th birthday and does not meet the definition of "qualifying child" or "qualifying relative";
- dependent child marries;
- dependent child who has extended coverage beyond age 19 reaches his/her 25th birthday ;
- surviving spouse remarries;
- disabled dependent no longer meets disability guidelines; or
- policyholder voluntarily removes dependent from coverage due to a qualifying event or Open Enrollment.

The policyholder is required to report these events to PEIA and complete the appropriate forms to remove ineligible dependents. If a policyholder fails to remove ineligible dependents (divorced spouse, married children, etc.) the Plan may pursue reimbursement from the policyholder for any claims paid for the ineligible dependent.

## Failure To Pay Premium

Your coverage as a retired policyholder, and coverage of your dependents, will be terminated if you fail to pay your premium contributions when due. For Medicare policyholders who pay premiums directly to PEIA, failure to pay premiums will result in termination from the plan consistent with applicable Medicare rules.

## Certificate of Creditable Coverage

A Certificate of Creditable Coverage will be generated automatically upon termination of health coverage. You will need this certificate to verify your coverage under PEIA and avoid pre-existing condition limitations if you are enrolling in another benefit plan. If additional certificates are needed, contact PEIA's Customer Service Unit.

## Paying For Benefits

Each year the PEIA Finance Board sets premium rates for the Medicare Advantage plan. Your coverage as a retired policyholder, and coverage of your dependents, will be terminated if you fail to pay your premium contributions when due.

## Tobacco-free Discount

Premiums for retirees' benefits are based on their tobacco-use status. Tobacco-free insureds receive the preferred monthly premium rate, if a signed affidavit is on file. For family health coverage, all enrolled family members must be tobacco-free to qualify the family for the reduced rate. PEIA reserves the right to review medical records to check for tobacco use.

## Members Who Become Tobacco-free

Members who become tobacco-free during a plan year may apply for the discount when they have been tobacco-free for at least six months. PEIA has sixty days from receipt of the tobacco affidavit to process the request and implement the discount. The tobacco-free discount will apply only for the remainder of the plan year, and WILL NOT be applied retroactively. No refunds will be granted based on tobacco status.

## Life Insurance

Life insurance premiums for all participants are set by PEIA's life insurance carrier. Retired employees must pay the basic life insurance premium to keep coverage in force. Optional life insurance premiums are paid by the retired employee and are based on age, tobacco-use status and amount of coverage. See your Life Insurance Booklet for further details of the options available to you.

## Health Benefits

Premiums for most retired employees are deducted from their annuity on a monthly basis. Some retired employees pay premiums directly to the PEIA each month, and for them, premiums are due by the fifth of the month following the month for which the premium was invoiced. **Example: May premium is due June 5.**

## For Direct Pay Medicare Eligible Retirees

For Medicare policyholders who pay premiums directly to PEIA, failure to pay premiums will result in termination from the plan consistent with applicable Medicare rules.

## Retired Employees Who Retired Before July 1, 1997

Retired employees who retired prior to July 1, 1997, pay premiums based on their tobacco-use status and eligibility for Medicare, but NOT their years of service. These retirees are not subject to the “years of service” policy. For premium purposes, employees who retired prior to July 1, 1997, fall into the “25 or more” years of service category on PEIA’s premium charts. These premiums may be adjusted annually for medical inflation. Eligible retired employees may use sick and/or annual leave to extend employer-paid health coverage.

## Employees Who Retire On or After July 1, 1997

Employees who retire on or after July 1, 1997, pay premiums for their health coverage based on the plan they choose, their eligibility for Medicare, their tobacco-use status, and their credited years of service as reported by the Consolidated Public Retirement Board (CPRB), or for those in the Teachers Defined Contribution Plan or a non-State retirement plan, the years of service reported by the employing agency or the non-State plan. These premiums may be adjusted annually for medical inflation. Employees with 25 or more years of service are charged the same premium as those who retired before July 1, 1997. Those with fewer than 25 years of service pay higher premiums. If you are using accrued sick and/or annual leave or years of service to extend your employer-paid insurance, all, or a portion of this increased premium will be covered by your accrued leave. Disability retiree premiums are assessed on twenty-five (25) years of service.

## Surviving Dependents

Surviving dependents of public employees pay premiums for their health coverage based on the plan they choose, their eligibility for Medicare and their tobacco-use status. These premiums may be adjusted annually for medical inflation. Surviving dependents are considered to have 25 or more years of service, and are charged the same premium as those who retired before July 1, 1997. Premiums for surviving dependents are deducted from their annuity on a monthly basis or are paid directly to PEIA.

For Medicare policyholders who pay premiums directly to PEIA, failure to pay premiums will result in termination from the plan consistent with applicable Medicare rules.

## Extending Employer-Paid Insurance Upon Retirement

### Using Accrued Sick and Annual Leave to Extend Coverage

If you are retired from a State agency or a county board of education (or an eligible employee of a local agency) and you chose to use your accrued leave to extend your employer-paid insurance coverage, your accrued leave pays the premium for your Medicare Advantage Plan.

If the policyholder dies, the accrued leave benefit terminates, even if the surviving dependent continues coverage.

The calculation of this benefit depends on when you came into the PEIA plan as follows:

### Before July 1, 1988:

If you are an employee who has been continuously covered by PEIA since before July 1, 1988, then your additional coverage is calculated as follows:

2 days of accrued leave	=	100% of the premium for one month of single coverage
3 days of accrued leave	=	100% of the premium for one month of family coverage

**Between July 1, 1988 and June 30, 2001:**

If you were hired after July 1, 1988 and before July 1, 2001, or if you had a lapse in coverage during this period then your additional coverage is calculated as follows:

2 days of accrued leave = 50% of the premium for one month of single coverage

3 days of accrued leave = 50% of the premium for one month of family coverage

**On or after July 1, 2001:**

If you were hired on or after July 1, 2001, or if you had a lapse in coverage during this period, you are not eligible for extended employer-paid insurance upon retirement.

**Extending Coverage for Higher Education Faculty**

If you are a retired faculty member and you chose to extend your employer-paid insurance coverage based on your years of teaching service, your years of service pay the premium for your Medicare Advantage Plan. Your benefit is calculated as follows:

3 1/3 years of teaching service = 1 year of single coverage

5 years of teaching service = 1 year of family coverage

**Retired Employee Assistance Programs**

Retired employees whose total annual income is less than 250% of the current federal poverty level (FPL) may receive assistance in paying a portion of their monthly health premium based on years of active service, through a grant provided by the PEIA call the Retired Employee Premium Assistance program. Retired employees using accrued sick and/or annual leave to pay their premiums are not eligible for this program until their accrued leave is exhausted. Applications are mailed to all eligible retired employees each spring. Medicare-eligible retirees with 15 or more years of service who qualify for Premium Assistance may also qualify for Benefit Assistance. Benefit Assistance reduces the medical and prescription out of pocket maximums and most copayments. The programs are described in detail in the Evidence of Coverage provided by Humana and ESI. For additional detail or for a copy of the application, call PEIA's customer service unit.

The amount of assistance for which you are eligible is based on years of active service, and percentage of FPL. For surviving dependents, it is based on years of service earned by the deceased policyholder. Disabled retirees are considered to have twenty-five (25) years of service.

## Premium Assistance Program

Following is a chart that shows the premium reductions provided under the Retired Employee Premium Assistance program.

### Policyholder Only Monthly Premium Reduction

**This amount will be deducted from your monthly premium for Medicare or non-Medicare coverage. If the amount of the reduction is greater than the premium due, then the premium due will be \$0.**

Years of Service	<100% of FPL	100-150% of FPL	150-200% of FPL	200 - 250% of FPL
5-14	\$51	\$34	\$19	\$13
15-24	\$65	\$50	\$31	\$19
25+	\$88	\$74	\$46	\$24

### Policyholder with Dependents Monthly Premium Reduction

**This amount will be deducted from your monthly premium for Medicare or non-Medicare coverage. If the amount of the reduction is greater than the premium due, then the premium due will be \$0.**

Years of Service	<100% of FPL	100-150% of FPL	150-200% of FPL	200 - 250% of FPL
5-14	\$77	\$51	\$29	\$20
15-24	\$98	\$75	\$47	\$29
25+	\$132	\$111	\$69	\$36

## Benefit Assistance Program

PEIA offers a program to assist Medicare-eligible retired employees with increasing health care costs.

### Who Qualifies for the Benefit Assistance Program?

Medicare-eligible retired employees with 15 or more years of service whose annual household income falls below 250% of the federal poverty level. Out-of-pocket costs for members with benefit assistance are shown below:

	<b>Standard Benefit WITHOUT Assistance</b>	<b>New Benefit WITH Assistance</b>
<b>Medical Benefits</b>		
Medical Deductible (new for Plan Year 2011)	\$25	\$25
Medical out of pocket maximum	\$750	\$300
Office visit copayment	\$10	\$2
Specialist office visit copayment	\$20	\$5
<b>Prescription Drug Benefits</b>		
Generic (30-day supply)	\$5	\$3
Generic (90-day supply) mail order or retail maintenance network	\$10	\$6
Preferred Brand (30-day supply)	\$15	\$10
Preferred Brand (90-day supply) mail order or retail maintenance network	\$30	\$20
Non-preferred Brand (30-day supply)	\$50	\$50
Non-preferred Brand (90-day supply) mail order or retail maintenance network	\$100	\$100
Prescription Out-of-Pocket Maximum	\$1,750	\$250

Retired employees who are using sick or annual leave or years of service to extend their employer-paid insurance qualify for this program if their annual income meets the guidelines. If you are interested in the details of the program, you can find more information online at [www.wvpeia.com](http://www.wvpeia.com).

### How Do You Apply for Assistance?

If you believe you qualify, contact PEIA for an application, or you can print a copy at [www.wvpeia.com](http://www.wvpeia.com).

## Benefit Design

Here is a general overview of how the benefits work for each Medicare beneficiary. Each person who has Medicare has the following benefits:

<b>Medical Benefits</b>	<b>Medicare Retiree Plan Year 2011 Benefits</b>
Annual Deductible	\$25
Primary Care Office Visit	\$10
Specialty Office Visit	\$20
Emergency Room	\$50
Hospital Inpatient care	\$100 per admission
Outpatient and Office Surgery	\$50
Other services (testing, etc.)	\$0
Medical Out-of-Pocket Maximum	\$750
Prescription Drug Deductible	\$75
Generic Drugs copayment	\$5
Preferred Drug Copayment	\$15
Non-preferred Drug Copayment	\$50
Specialty Drug Copayment	\$50

Other details of the drug plan are explained in detail in your Medicare Part D Plan Evidence of Coverage from Express Scripts, Inc.

## Amending the Benefit Plan

The West Virginia Public Employees Insurance Agency reserves the right to amend all or any portion of this booklet in order to reflect changes required by court decisions, legislation, actions by the Finance Board, actions by the Director or for any other matters as are appropriate. The Director shall have sole authority to approve amendments.

## Life Insurance Premiums

PEIA offers Basic, Optional and Dependent life insurance coverage to eligible plan members. The Basic and Optional life insurance coverages are decreasing term coverage, so they lose value as you age.

Premiums for life insurance are set by the carrier, The current carrier is Minnesota Life. If you have questions about your life insurance, please contact Minnesota Life at 1-800-203-9515.

Monthly premium for Basic Life Insurance for retired employees are:

### Retired Employee's Basic Life Monthly Premium

Under age 67 (\$5,000)	\$4.35
Age 67 and over (\$2,500)	\$2.18

Monthly premiums for Dependent Life insurance are:

### Retired Employee's Dependent Life Insurance Rates Monthly Premium

Plan 1 (\$5,000 Spouse/\$2,000 Child)	\$3.52
Plan 2 (\$10,000 Spouse/\$4,000 Child)	\$7.03
Plan 3 (\$15,000 Spouse/\$7,500 Child)	\$10.56
Plan 4 (\$20,000 Spouse/\$10,000 Child)	\$14.07

Monthly premiums for Optional Life insurance are shown on the following two pages.

## Tobacco User Premiums (Standard Premiums)

These premiums are charged to policyholders who have submitted an affidavit stating that they use tobacco, or who have not submitted an affidavit. If you need a copy of the tobacco affidavit, you may call PEIA at 1-888-680-7342 to request one, or you may visit our website at [www.wvpeia.com](http://www.wvpeia.com) to download a copy of the form.

Age	Plan 1		Plan 2		Plan 3		Plan 4		Plan 5	
	Amount of Coverage	Monthly Premium								
Under 30	\$5,000	\$0.44	\$10,000	\$0.87	\$15,000	\$1.31	\$20,000	\$1.74	\$30,000	\$2.61
30-34	\$5,000	\$0.55	\$10,000	\$1.09	\$15,000	\$1.64	\$20,000	\$2.18	\$30,000	\$3.27
35-39	\$5,000	\$0.71	\$10,000	\$1.42	\$15,000	\$2.13	\$20,000	\$2.84	\$30,000	\$4.26
40-44	\$5,000	\$1.26	\$10,000	\$2.51	\$15,000	\$3.77	\$20,000	\$5.02	\$30,000	\$7.53
45-49	\$5,000	\$1.86	\$10,000	\$3.71	\$15,000	\$5.57	\$20,000	\$7.42	\$30,000	\$11.13
50-54	\$5,000	\$3.05	\$10,000	\$6.10	\$15,000	\$9.15	\$20,000	\$12.20	\$30,000	\$18.30
55-59	\$5,000	\$4.74	\$10,000	\$9.48	\$15,000	\$14.22	\$20,000	\$18.96	\$30,000	\$28.44
60-64	\$5,000	\$6.49	\$10,000	\$12.97	\$15,000	\$19.46	\$20,000	\$25.94	\$30,000	\$38.91
65-69	\$3,250	\$6.48	\$6,500	\$12.97	\$9,750	\$19.45	\$13,000	\$25.94	\$19,500	\$38.90
70 & Over	\$2,500	\$14.66	\$5,000	\$29.32	\$7,500	\$43.98	\$10,000	\$58.64	\$15,000	\$87.96

Age	Plan 6		Plan 7		Plan 8		Plan 9		Plan 10	
	Amount of Coverage	Monthly Premium								
Under 30	\$40,000	\$3.48	\$50,000	\$4.35	\$75,000	\$6.53	\$100,000	\$8.70	\$150,000	\$13.05
30-34	\$40,000	\$4.36	\$50,000	\$5.45	\$75,000	\$8.18	\$100,000	\$10.90	\$150,000	\$16.35
35-39	\$40,000	\$5.68	\$50,000	\$7.10	\$75,000	\$10.65	\$100,000	\$14.20	\$150,000	\$21.30
40-44	\$40,000	\$10.04	\$50,000	\$12.55	\$75,000	\$18.83	\$100,000	\$25.10	\$150,000	\$37.65
45-49	\$40,000	\$14.84	\$50,000	\$18.55	\$75,000	\$27.83	\$100,000	\$37.10	\$150,000	\$55.65
50-54	\$40,000	\$24.40	\$50,000	\$30.50	\$75,000	\$45.75	\$100,000	\$61.00	\$150,000	\$91.50
55-59	\$40,000	\$37.92	\$50,000	\$47.40	\$75,000	\$71.10	\$100,000	\$94.80	\$150,000	\$142.20
60-64	\$40,000	\$51.88	\$50,000	\$64.85	\$75,000	\$97.28	\$100,000	\$129.70	\$150,000	\$194.55
65-69	\$26,000	\$51.87	\$32,500	\$64.84	\$48,750	\$97.26	\$65,000	\$129.68	\$97,500	\$194.51
70 & Over	\$20,000	\$117.28	\$25,000	\$146.60	\$37,500	\$219.90	\$50,000	\$293.20	\$75,000	\$439.80

## Tobacco-Free Premiums (Discounted Premiums)

The Tobacco-Free Rates are charged to those who have previously submitted an affidavit stating that the policyholder does not use tobacco. If your tobacco status has not changed, you do not need to complete a Tobacco Affidavit. We will assume your status has not changed from the last plan year.

Age	Plan 1		Plan 2		Plan 3		Plan 4		Plan 5	
	Amount of Coverage	Monthly Premium								
Under 30	\$5,000	\$0.33	\$10,000	\$0.65	\$15,000	\$0.98	\$20,000	\$1.30	\$30,000	\$1.95
30-34	\$5,000	\$0.44	\$10,000	\$0.87	\$15,000	\$1.31	\$20,000	\$1.74	\$30,000	\$2.61
35-39	\$5,000	\$0.49	\$10,000	\$0.98	\$15,000	\$1.47	\$20,000	\$1.96	\$30,000	\$2.94
40-44	\$5,000	\$0.71	\$10,000	\$1.42	\$15,000	\$2.13	\$20,000	\$2.84	\$30,000	\$4.26
45-49	\$5,000	\$1.04	\$10,000	\$2.07	\$15,000	\$3.11	\$20,000	\$4.14	\$30,000	\$6.21
50-54	\$5,000	\$1.75	\$10,000	\$3.49	\$15,000	\$5.24	\$20,000	\$6.98	\$30,000	\$10.47
55-59	\$5,000	\$2.84	\$10,000	\$5.67	\$15,000	\$8.51	\$20,000	\$11.34	\$30,000	\$17.01
60-64	\$5,000	\$4.14	\$10,000	\$8.28	\$15,000	\$12.42	\$20,000	\$16.56	\$30,000	\$24.84
65-69	\$3,250	\$4.64	\$6,500	\$9.28	\$9,750	\$13.92	\$13,000	\$18.56	\$19,500	\$27.85
70 & Over	\$2,500	\$9.95	\$5,000	\$19.90	\$7,500	\$29.84	\$10,000	\$39.79	\$15,000	\$59.69

Age	Plan 6		Plan 7		Plan 8		Plan 9		Plan 10	
	Amount of Coverage	Monthly Premium								
Under 30	\$40,000	\$2.60	\$50,000	\$3.25	\$75,000	\$4.88	\$100,000	\$6.50	\$150,000	\$9.75
30-34	\$40,000	\$3.48	\$50,000	\$4.35	\$75,000	\$6.53	\$100,000	\$8.70	\$150,000	\$13.05
35-39	\$40,000	\$3.92	\$50,000	\$4.90	\$75,000	\$7.35	\$100,000	\$9.80	\$150,000	\$14.70
40-44	\$40,000	\$5.68	\$50,000	\$7.10	\$75,000	\$10.65	\$100,000	\$14.20	\$150,000	\$21.30
45-49	\$40,000	\$8.28	\$50,000	\$10.35	\$75,000	\$15.53	\$100,000	\$20.70	\$150,000	\$31.05
50-54	\$40,000	\$13.96	\$50,000	\$17.45	\$75,000	\$26.18	\$100,000	\$34.90	\$150,000	\$52.35
55-59	\$40,000	\$22.68	\$50,000	\$28.35	\$75,000	\$42.53	\$100,000	\$56.70	\$150,000	\$85.05
60-64	\$40,000	\$33.12	\$50,000	\$41.40	\$75,000	\$62.10	\$100,000	\$82.80	\$150,000	\$124.20
65-69	\$26,000	\$37.13	\$32,500	\$46.41	\$48,750	\$69.62	\$65,000	\$92.82	\$97,500	\$139.23
70 & Over	\$20,000	\$79.58	\$25,000	\$99.48	\$37,500	\$149.21	\$50,000	\$198.95	\$75,000	\$298.43

To qualify for the Tobacco-free Preferred Premium for all of Plan Year 2011, you must have been tobacco-free by January 1, 2010. PEIA does not require you to submit an affidavit annually. Tobacco Affidavit. We will assume your status has not changed from the last plan year. If your tobacco status has changed, you MUST submit a tobacco affidavit.

## Living Wills and Advance Directives for Health Care Decision-making

As you may have read recently, beginning in Plan Year 2012, (July 1, 2011), PEIA will offer a premium discount to policyholders who have completed a Living Will. To get the discount, the policyholder will have to submit an affidavit that will be mailed to every policyholder in late 2010. The affidavits will be due before the end of Open Enrollment in April 2011.

Right now, we'd just like to start the discussion. We want you to begin thinking about and talking with your family about a Living Will. You can even go ahead and complete the form we've included in this benefit booklet. We've included it for your convenience. There are other forms available from the West Virginia Center for End of Life Care at [www.wvendoflife.org](http://www.wvendoflife.org).

PEIA does not want to see a copy of your Living Will. PEIA is not concerned about the contents of your Living Will. PEIA simply wants you to think about what your wishes are, and then make them known to your loved ones and your health care providers.

The following pages contain a copy of the West Virginia Combined Living Will and Medical Power of Attorney form. PEIA believes it is important for every member of the plan to consider having a Living Will, and here is why:

As an adult, you have the right to make your own health care decisions. You have the right to know about proposed treatments, alternative treatments and their risks and benefits. You have the right to ask questions, and then you have the right to decide whether you want the treatment or not. Your right to accept medical or surgical treatment also includes the right to refuse it.

But what if you become incapable of making health care decisions for yourself because of injury or illness? Who will decide what types of treatment you receive? You can remain in charge of your health care, even after you can no longer make decisions for yourself, by creating a document called an "advance directive."

West Virginia law recognizes two types of written advance directives for health care decision-making: the Living Will and the Medical Power of Attorney. Both forms have a special section for you to write in specific comments about circumstances in which you would not want CPR, a feeding tube, dialysis, or treatment with a breathing machine. You can use these documents to let your family and your health care providers know your decisions for health care if you become unable to decide for yourself. You can appoint someone you know and trust as your Medical Power of Attorney representative to ensure that your choice or decision is honored.

Well-respected organizations from the American Medical Association to the American Academy of Family Physicians to the AARP support the idea of Advance Directives.

We encourage you to learn more about this important topic by visiting the West Virginia Center for End of Life Care at [www.wvendoflife.org](http://www.wvendoflife.org).



# Humana's LifeKeeper Kit

Humana makes available to you a tool that you may find helpful as you develop your Living Will. Humana's LifeKeeper kit, offered to every Humana Medicare Advantage member at no cost, contains an abundance of information and helpful checklists to make planning and organizing your life easier.

To request a copy of the LifeKeeper kit, just call Humana's customer service line at 1-800-783-4599.

## STATE OF WEST VIRGINIA

### Combined Medical Power of Attorney and Living Will

The Person I Want to Make Health Care Decisions For Me When I Can't Make Them for Myself And The Kind of Medical Treatment I Want and Don't Want If I Have a Terminal Condition or Am In a Persistent Vegetative State

Dated: \_\_\_\_\_, 20\_\_\_\_

I, \_\_\_\_\_,  
(Insert your name and address)

hereby appoint as my representative to act on my behalf to give, withhold or withdraw informed consent to health care decisions in the event that I am not able to do so myself. The person I choose as my representative is:

\_\_\_\_\_  
\_\_\_\_\_  
(Insert the name, address, area code and telephone number of the person you wish to designate as your representative)

The person I choose as my successor representative is:

If my representative is unable, unwilling or disqualified to serve, then I appoint

\_\_\_\_\_  
\_\_\_\_\_  
(Insert the name, address, area code and telephone number of the person you wish to designate as your successor representative)

This appointment shall extend to, but not be limited to, health care decisions relating to medical treatment, surgical treatment, nursing care, medication, hospitalization, care and treatment in a nursing home or other facility, and home health care. The representative appointed by this document is specifically authorized to be granted access to my medical records and other health information and to act on my behalf to consent to, refuse or withdraw any and all medical treatment or diagnostic procedures, or autopsy if my representative determines that I, if able to do so, would consent to, refuse or withdraw such treatment or procedures. Such authority shall include, but not be limited to, decisions regarding the withholding or withdrawal of life-prolonging interventions.

I appoint this representative because I believe this person understands my wishes and values and will act to carry into effect the health care decisions that I would make if I were able to do so, and because I also believe that this person will act in my best interest when my wishes are unknown. It is my intent that my family, my physician and all legal authorities be bound by the decisions that are made by the representative appointed by this document, and it is my intent that these decisions should not be the subject of review by any health care provider or administrative or judicial agency.

It is my intent that this document be legally binding and effective and that this document be taken as a formal statement of my desire concerning the method by which any health care decisions should be made on my behalf during any period when I am unable to make such decisions.

In exercising the authority under this medical power of attorney, my representative shall act consistently with my special directives or limitations as stated below. I am giving the following SPECIAL DIRECTIVES OR LIMITATIONS ON THIS POWER: (Comments about tube feedings, breathing machines, cardiopulmonary resuscitation, dialysis, mental health treatment, funeral arrangements, autopsy, and organ donation may be placed here. My failure to provide special directives or limitations does not mean that I want or refuse certain treatments).

1. If I am very sick and not able to communicate my wishes for myself and I am certified by one physician who has personally examined me, to have a terminal condition or to be in a persistent vegetative state (I am unconscious) and am neither aware of my environment nor able to interact with others,) I direct that life-prolonging medical intervention that would serve solely to prolong the dying process or maintain me in a persistent vegetative state be withheld or withdrawn. I want to be allowed to die naturally and only be given medications or other medical procedures necessary to keep me comfortable. I want to receive as much medication as is necessary to alleviate my pain.

2. Other directives:

\_\_\_\_\_  
\_\_\_\_\_

This medical power of attorney shall become effective only upon my incapacity to give, withhold or withdraw informed consent to my own medical care.

\_\_\_\_\_  
Signature of the Principal

I did not sign the principal's signature above. I am at least eighteen years of age and am not related to the principal by blood or marriage. I am not entitled to any portion of the estate of the principal or to the best of my knowledge under any will of the principal or codicil thereto, or legally responsible for the costs of the principal's medical or other care. I am not the principal's attending physician, nor am I the representative or successor representative of the principal.

Witness \_\_\_\_\_ DATE \_\_\_\_\_

Witness \_\_\_\_\_ DATE \_\_\_\_\_

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of said County,

do certify that \_\_\_\_\_, as principal,

\_\_\_\_\_ and \_\_\_\_\_,

as witnesses, whose names are signed to the writing above bearing date on the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, have this day acknowledged the same before me.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary

## HIPAA NOTICE OF PRIVACY PRACTICES

Effective date of this notice: June 1, 2004

If you have questions about this notice, please contact the person listed under "Who to Contact"

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

### SUMMARY

In order to provide you with benefits, PEIA will receive personal information about your health, from you, your physicians, hospitals, and others who provide you with health care services. We are required to keep this information confidential. This notice of our privacy practices is intended to inform you of the ways we may use your information and the occasions on which we may disclose this information to others.

Occasionally, we may use members' information when providing treatment. We use members' health information to provide benefits, including making claims payments and providing customer service. We disclose members' information to health care providers to assist them to provide you with treatment or to help them receive payment, we may disclose information to other insurance companies as necessary to receive payment, we may use the information within our organization to evaluate quality and improve health care operations, and we may make other uses and disclosures of members' information as required by law or as permitted by PEIA policies.

### KINDS OF INFORMATION THAT THIS NOTICE APPLIES TO

This notice applies to any information in our possession that would allow someone to identify you and learn something about your health. It does not apply to information that contains nothing that could reasonably be used to identify you.

### WHO MUST ABIDE BY THIS NOTICE

- PEIA
- All employees, staff, students, volunteers and other personnel whose work is under the direct control of PEIA.

The people and organizations to which this notice applies (referred to as "we," "our," and "us") have agreed to abide by its terms. We may share your information with each other for purposes of treatment, and as necessary for payment and operations activities as described below.

### OUR LEGAL DUTIES

- We are required by law to maintain the privacy of your health information
- We are required to provide this notice of our privacy practices and legal duties regarding health information to anyone who asks for it.
- We are required to abide by the terms of this notice until we officially adopt a new notice.

### HOW WE MAY USE OR DISCLOSE YOUR HEALTH INFORMATION

We may use your health information, or disclose it to others, for a number of different reasons. This notice describes these reasons. For each reason, we have written a brief explanation. We also provide some examples. These examples do not include all of the specific ways we may use or disclose your information. But any time we use your information, or disclose it to someone else, it will fit one of the reasons listed here.

1. **Treatment.** We may use your health information to provide you with medical care and services. This means that our employees, staff, students, volunteers and others whose work is under our direct control, may read your health information to learn about your medical condition and use it to help you make decisions about your care. For instance, a health plan nurse may take your blood pressure at a health fair. We will also disclose your information to others to provide you with options for medical treatment or services. For instance, we may use health information to identify members with certain chronic illnesses, and send information to them or to their doctors regarding treatment alternatives.
2. **Payment.** We will use your health information, and disclose it to others, as necessary to make payment for the health care services you receive. For instance, an employee in our customer service department or at our claims processing administrator may use your health information to help pay your claims. And we may send information about you and your claim payments to the doctor or hospital that provided you with the health care services. We will also send you information about claims we pay and claims we do not pay (called an "explanation of benefits"). The explanation of benefits will include information about claims we receive for the subscriber and each dependent who are enrolled together under a single contract or identification number. Under certain circumstances, you may receive this information confidentially: see the "Confidential Communication" section in this notice. We may also disclose some of your health information to companies with whom we contract for payment-related services. For instance, if you owe us money, we may give information about you to a collection company that we contract with to collect bills for us. We will not use or disclose more information for payment purposes than is necessary.
3. **Health Care Operations.** We may use your health information for activities that are necessary to operate this organization. This includes reading your health information to review the performance of our staff. We may also use your information and the information of other members to plan what services we need to provide, expand, or reduce. We may also provide health information to students who are authorized to receive training here. We may disclose your health information as necessary to others who we contract with to provide administrative services or health care coverage. This includes our third-party administrators, available managed care plans, lawyers, auditors, accreditation services, and consultants, for instance.
4. **Legal Requirement to Disclose Information.** We will disclose your information when we are required by law to do so. This includes reporting information to government agencies that have the legal responsibility to monitor the state health care system. For instance, we may be required to disclose your health information, and the information of others, if we are audited by state auditors. We will also disclose your health information when we are required to do so by a court order or other judicial or administrative process.
5. **Public Health Activities.** We will disclose your health information when required to do so for public health purposes. This includes reporting certain diseases, births, deaths, and reactions to certain medications. It may also include notifying people who have been exposed to a disease.
6. **To Report Abuse.** We may disclose your health information when the information relates to a victim of abuse, neglect or domestic violence. We will make this report only in accordance with laws that require or allow such reporting, or with your permission.
7. **Law Enforcement.** We may disclose your health information for law enforcement purposes. This includes providing information to help locate a suspect, fugitive, material witness or missing person, or in connection with suspected criminal activity. We must also disclose your health information to a federal agency investigating our compliance with federal privacy regulations.
8. **Specialized Purposes.** We may disclose the health information of members of the armed forces as authorized by military command authorities. We may disclose your health purposes. We will only disclose as much information as is necessary for the purpose. For instance, we may disclose your information to coroners, medical examiners and funeral directors; to organ procurement organizations (for organ, eye, or tissue donation); or for national security, intelligence, and protection of the president. We also may disclose health information about an inmate to a correctional institution or to law enforcement officials, to provide the inmate with health care, to protect the health and safety of the inmate and others, and for the safety, administration, and maintenance of the correctional institution.

9. To Avert a Serious Threat. We may disclose your health information if we decide that the disclosure is necessary to prevent serious harm to the public or to an individual. The disclosure will only be made to someone who is able to prevent or reduce the threat.
10. Family and Friends. We may disclose your health information to a member of your family or to someone else who is involved in your medical care or payment for care. This may include telling a family member about the status of a claim, or what benefits you are eligible to receive. In the event of a disaster, we may provide information about you to a disaster relief organization so they can notify your family of your condition and location. We will not disclose your information to family or friends if you object.
11. Research. We may disclose your health information in connection with medical research projects. Federal rules govern any disclosure of your health information for research purposes without your authorization.
12. Information to Members. We may use your health information to provide you with additional information. This may include sending newsletters or other information to your address. This may also include giving you information about treatment options, alternative settings for care, or other health-related options that we cover.
13. Health Benefits Information. If your enrollment in PEIA's health plan is offered through your employer, your employer may receive limited information, as necessary, for the administration of their health benefit program. The employers will not receive any additional information unless it has been de-identified or you have authorized its release.

## Your Rights

1. Authorization. We may use or disclose your health information for any purpose that is listed in this notice without your written authorization. We will not use or disclose your health information for any other reason without your authorization. If you authorize us to use or disclose your health information in additional circumstances, you have the right to revoke the authorization at any time. For information about how to authorize us to use or disclose your health information, or about how to revoke an authorization, contact the person listed under "Who to Contact" at the end of this notice. You may not revoke an authorization for us to use and disclose your information to the extent that we have taken action in reliance on the authorization. If the authorization is to permit disclosure of your information to an insurance company as a condition of obtaining coverage, other law may allow the insurer to continue to use your information to contest claims or your coverage, even after you have revoked the authorization.
2. Request Restrictions. You have the right to ask us to restrict how we use or disclose your health information. We will consider your request. But we are not required to agree. If we do agree, we will comply with the request unless the information is needed to provide you with emergency treatment. We cannot agree to restrict disclosures that are required by law.
3. Confidential Communication. If you believe that the disclosure of certain information could endanger you, you have the right to ask us to communicate with you at a special address or by a special means. For example, you may ask us to send explanations of benefits that contain your health information to a different address rather than to home. Or you may ask us to speak to you personally on the telephone rather than sending your health information by mail. We will agree to any reasonable request.
4. Inspect And Receive a Copy of Health Information. You have a right to inspect the health information about you that we have in our records, and to receive a copy of it. This right is limited to information about you that is kept in records that are used to make decisions about you. For instance, this includes claim and enrollment records. If you want to review or receive a copy of these records, you must make the request in writing. We may charge a fee for the cost of copying and mailing the records. To ask to inspect your records, or to receive a copy, contact the person listed under "Who to Contact" at the end of this notice. We will respond to your request within 30 days. We may deny you access to certain information. If we do, we will give you the reason, in writing. We will also explain how you may appeal the decision.
5. Amend Health Information. You have the right to ask us to amend health information about you which you believe is not correct, or not complete. You must make this request in writing, and give us the reason you believe the information is not correct or complete. We will respond to your request in writing within 30 days. We may deny your request if we did not create the information, if it is not part of the records we use to make decisions about you, if the information is something you would not be permitted to inspect or copy, or if it is complete and accurate.
6. Accounting of Disclosures. You have a right to receive an accounting of certain disclosures of your information to others. This accounting will list the times we have given your health information to others. The list will include dates of the disclosures, the names of the people or organizations to whom the information was disclosed, a description of the information, and the reason. We will provide the first list of disclosures you request at no charge. We may charge you for any additional lists you request during the following 12 months. You must tell us the time period you want the list to cover. You may not request a time period longer than six years. We cannot include disclosures made before April 14, 2003. Disclosures for the following reasons will not be included on the list: disclosures for treatment, payment, or health care operations; disclosures for national security purposes; disclosures to correctional or law enforcement personnel; disclosures that you have authorized; and disclosures made directly to you.
7. Paper Copy of this Privacy Notice. You have a right to receive a paper copy of this notice. If you have received this notice electronically, you may receive a paper copy by contacting the person listed under "Who to Contact" at the end of this notice.
8. Complaints. You have a right to complain about our privacy practices, if you think your privacy has been violated. You may file your complaint with the person listed under "Who to Contact" at the end of this notice. You may also file a complaint directly with the: Region III, Office for Civil Rights U.S. Department of Health and Human Services, 150 South Independence Mall West, Suite 372, Public Ledger Building, Philadelphia, PA 19106-9111. All complaints must be in writing. We will not take any retaliation against you if you file a complaint.

## OUR RIGHT TO CHANGE THIS NOTICE

We reserve the right to change our privacy practices, as described in this notice, at any time. We reserve the right to apply these changes to any health information which we already have, as well as to health information we receive in the future. Before we make any change in the privacy practices described in this notice, we will write a new notice including the change. The new notice will include an effective date. We will mail the new notice to all subscribers within 60 days of the effective date.

## WHO TO CONTACT

Contact the person listed below:

- For more information about this notice, or
- For more information about our privacy policies, or
- If you want to exercise any of your rights, as listed on this notice, or
- If you want to request a copy of our current notice of privacy practices.

Privacy Officer, West Virginia Public Employees Insurance Agency, 601 57th St. SE, Charleston, WV 25304-2345, 304-558-7850 or 1-888-680-7342

Copies of this notice are also available at the reception desk of the PEIA office at the address above. This notice is also available by e-mail. Send an e-mail to: PEIA.Help@wv.gov





# Public Employees Insurance Agency

601 57th Street, SE / Suite 2  
Charleston, West Virginia 25304-2345

PRSRT STD  
U.S. POSTAGE  
PAID  
CHARLESTON, WV  
PERMIT NO. 55

## Who to Call with Questions

### **PEIA**

*Answers to questions about eligibility and life insurance*  
WV Public Employees Insurance Agency  
1-304-558-7850 or 1-888-680-7342 or on the web at [www.wvpeia.com](http://www.wvpeia.com)

### **Humana**

*Answers to questions about eligibility, health claims, benefits, prescriptions and claim appeals*  
Humana, Inc.  
1-800-783-4599

### **Express Scripts, Inc.**

*Answers to questions about prescriptions*  
Express Scripts Customer Service  
1-866-591-3881

### **Mountaineer Flexible Benefits**

*Dental, vision, and disability insurance and flexible spending accounts*  
Fringe Benefits Management Company  
1-800-342-8017 or on the web at [www.myfbmc.com](http://www.myfbmc.com)

### **Life Insurance**

*Basic, optional and dependent life insurance claims and questions*  
Minnesota Life  
1-800-203-9515