

# PEIA Special Medicare Plan

## Benefit Booklet

Benefits from July 1, 2010 to June 30, 2011



Plan Year 2011

## NOTICE TO PEIA ENROLLEES CONCERNING ELECTION FOR PLAN EXEMPTION FROM CERTAIN FEDERAL REQUIREMENTS

Under a 1996 Federal law, group health plans must generally comply with the requirements listed below. However, the law also permits State and local governmental employers that sponsor health plans to elect to exempt a plan from these requirements for any part of the plan that is self-funded by the employer, rather than provided through a health insurance policy. The Public Employees Insurance Agency (PEIA) has elected to exempt the PEIA Special Medicare Plan from items number three (3) and five (5) of the following requirements:

1. Limitations on pre-existing condition exclusion periods.
2. Special enrollment periods.
3. Prohibitions against discriminating against individual participants and beneficiaries based on health status.
4. Standards relating to benefits for mothers and newborns.
5. Parity in the application of certain limits to mental health benefits.
6. Required coverage for reconstructive surgery following mastectomies.

The PEIA Special Medicare Plan complies with all of the other listed Federal requirements. The exemption from the Federal requirement will be in effect for the plan year beginning July 1, 2010, and ending June 30, 2011. The election may be renewed for subsequent plan years. The only practical effects to PEIA members of this election are that the PEIA Special Medicare Plan will make a fifty dollar reduction for family coverage and a twenty-five dollar reduction for single coverage in premiums per month for policyholders who certify that they and their covered dependents do not use tobacco; and that benefits relating to mental health treatment will be substantially the same as last year..

The Federal law also requires the Plan to provide covered employees and dependents with a certificate of creditable coverage when they cease to be covered under the Plan. There is no exemption from this requirement. The certificate provides evidence that you were covered under this Plan, because if you can establish your prior coverage, you may be entitled to certain rights if you join another employer's health plan, or if you wish to purchase an individual health insurance policy.

If you have questions about this election, please call Customer Service at (304) 558-7850 or, toll-free, at 1-888-680-7342.

## MEDICARE PART D NOTICE

As a Medicare beneficiary, a Federal law gives you more choices about your prescription drug coverage. Please see page ?? for details.

## INTRODUCTION

Welcome to your PEIA Special Medicare Plan Benefit booklet. This booklet describes the benefits provided for PEIA insureds who are Medicare primary, but not enrolled in the PEIA Medicare Advantage Plan during Plan Year 2011 (July 1, 2010 - June 30, 2011).

It is important to review this information closely so that you may familiarize yourself with all aspects of the Special Medicare Plan. Please keep this booklet close at hand and refer to it often if you have questions about your health care benefits.

This Benefit booklet provides PEIA Special Medicare Plan participants with an easy-to-read description of benefits available through the Plan and instructions on how to use these benefits. This booklet is a summarized version of a portion of PEIA's Plan Document. The Plan Document describes, in detail, all aspects of the operations of the Agency, and is on file with the Secretary of State.

PEIA contracts with third party administrators (TPAs) to process health and drug claims for the PEIA Plans. If you have a question about a specific claim or benefit, the fastest way to obtain information is to contact the TPA directly at one of the numbers listed below.

## SUBJECT TO CHANGE

The benefit information in this Benefit booklet is subject to change during the plan year, if circumstances arise which require adjustment. Plan changes will be communicated to participants. The changes will be included in PEIA's Plan Document, which is on file with the Secretary of State, and will be incorporated into the next edition of the Benefit booklet.

## WHO TO CALL WITH QUESTIONS

**Health Claims and Benefits** - Wells Fargo TPA at 1-304-353-7820 or 1-888-440-7342 (toll-free) or on the web at [www.wellsfargo.com/tpa](http://www.wellsfargo.com/tpa)

**Prescription Drug Benefits and Claims** - Express Scripts at 1-877-256-4680 (toll-free) or on the web at [www.express-scripts.com](http://www.express-scripts.com)

**Common Specialty Medications** - Curascript at 1-866-413-4135 (toll-free)

**Subrogation and Recovery** - Beacon Recovery Group at 1-800-874-0500 (toll-free)

**PEIA** - Answers to questions about eligibility and third-level claim appeals at 1-304-558-7850 or 1-888-680-7342 (toll-free) or on the web at [www.wvpeia.com](http://www.wvpeia.com)

**Minnesota Life** - Answers to questions about life insurance or to file a life insurance claim. Call Minnesota Life at 1-800-203-9515

**Mountaineer Flexible Benefits** - Dental and vision coverage. Fringe Benefits Management Company at 1-800-342-8017 (toll-free) or on the web at [www.myfbmc.com](http://www.myfbmc.com)

**PEIA Pathways to Wellness** - health screenings and related services, call BeBetter Networks at 1-866-YOUR GUIDE or visit [www.peiathways.com](http://www.peiathways.com)

## TERMS & DEFINITIONS

**Allowed Amounts:** For each PEIA-covered service, the allowed amount is the lesser of the actual charge amount or the maximum fee for that service as set by the PEIA.

**Alternate Facility:** A facility other than an acute care hospital.

**Annual Deductible:** The amount you must pay each plan year before the plan pays its portion of the cost.

**Beacon Recovery Group:** The subrogation and recovery vendor for PEIA. Beacon pursues recovery of money paid for claims that were not the responsibility of the PEIA Special Medicare Plan. For more information, read the “Recovery of Incorrect Payments” section .

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

**Claims Administrator:** Wells Fargo TPA for medical claims, and Express Scripts, Inc. for prescription drug claims.

**Common Specialty Medications:** Specialty medications are high-cost injectable, infused, oral or inhaled drugs that generally require close supervision and monitoring of the patient’s drug therapy. Under the PEIA Special Medicare Plan, self-administered Common Specialty Medications are available only via mail order through Curascript, are subject to a \$50 copay for up to a 30-day supply, and may not be purchased in 90-day supplies.

**Coordination of Benefits:** A practice insurance plans use to avoid double or duplicate payments or coverage of services when a person is covered by more than one plan.

**Copayment:** This is the set dollar amount that you pay when you use services—like the flat dollar amount you pay for an office visit. Copayments count toward your annual out-of-pocket maximum in the Special Medicare Plan.

**Curascript:** The exclusive specialty pharmacy vendor for the PEIA Special Medicare Plan. Curascript provides mail order delivery of the Common Specialty Medications detailed in the Prescription Drug Benefits section of this Benefit booklet.

**Deductible:** The amount of eligible expenses you are required to pay before the plan begins to pay benefits. See Annual Deductible above. This plan has both a medical and a prescription drug deductible.

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

**Durable Medical Equipment:** Medical equipment that is prescribed by a physician which can withstand repeated use, is not disposable, is used for a medical purpose, and is generally not useful to a person who is not sick or injured.

**Eligible Expense:** A necessary, reasonable and customary item of expense for health care when the item of expense is covered at least in part by one or more plans covering the person for whom the claim is made. Allowable expenses under this plan are calculated according to PEIA fee schedules, rates and payment policies in effect at the time of service.

**Emergency:** An acute medical condition resulting from injury, sickness, pregnancy, or mental illness which arises suddenly and which a reasonably prudent layperson would believe requires immediate care and treatment to prevent the death, severe disability, or impairment of bodily function of an insured.

**Exclusions:** Services, treatments, supplies, conditions, or circumstances that are not covered under the PEIA Special Medicare Plan.

**Experimental, Investigational, or Unproven Procedures:** Medical, surgical, diagnostic, psychiatric, substance abuse or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the plan (at the time it makes a determination regarding coverage in a particular case) to be: (1) not approved by the U.S. Food and Drug Administration (FDA) to be lawfully marketed for the proposed use and not identified in the American Medical Association Drug Evaluations as appropriate for the proposed use; or (2) subject to review and approval by any Institutional Review Board

for the proposed use; or (3) the subject of an ongoing clinical trial that meets the definition of Phase 1, 2, 3 Clinical Trial set forth in the FDA regulations, regardless of whether the trial is actually subject to FDA oversight; or (4) not demonstrated through prevailing peer-reviewed medical literature to be safe and effective for treating or diagnosing the condition or illness for which its use is proposed.

**Explanation of Benefits (EOB):** A form sent to the person filing the claim after a claim for payment has been evaluated or processed by the Claims Administrator which explains the action taken on the claim. This explanation might include the amount paid, benefits available, reasons for denying payment, etc.

**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.

**Inpatient:** Someone admitted to the hospital as a bed patient for medical services.

**Insured:** Someone who is eligible for and enrolled in a PEIA Plan, a managed care plan or life insurance only. Insured refers to anyone who has coverage under any plan offered by PEIA.

**Medicare Advantage (MA) 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 almost exclusively through the PEIA Medicare Advantage plan.

**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. Retired qualified Medicare Beneficiaries covered by PEIA are REQUIRED to enroll for both Medicare Part A and Part B. Medicare Part D (drug coverage) IS NOT required for members of the PEIA Plan.

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

**Member:** A policyholder or dependent enrolled in a managed care plan offered by PEIA.

**Outpatient:** Someone who receives services in a hospital, alternative care facility, freestanding facility, or physician's office but who is not admitted as a bed patient.

**Plan:** The plan of benefits offered by the Public Employees Insurance Agency, including the PEIA PPB Plans, the Special Medicare Plan, the managed care plans and life insurance coverages.

**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.

**Pre-existing Condition Limitation:** As of July 1, 2010, PEIA no longer has a preexisting condition limitation. Pre-existing conditions are covered as of the effective date of coverage in the PEIA plan.

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

**Provider Discount:** A previously determined percentage that is deducted from a provider's charge or payment amount and is not billable to the insured when PEIA is the primary payer and the service is provided in West Virginia or by a PPO network provider.

**Qualifying Event:** 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.’

**Rational Drug Therapy Program (RDT):** The Rational Drug Therapy Program of the WVU School of Pharmacy provides clinical review of requests for drugs that require prior authorization under the PEIA Plans.

**Reasonable and Customary:** The prevailing range of charges and fees charged by providers of similar training and experience, located in the same area, taking into consideration any unusual circumstances of the patient’s condition that might require additional time, skill or experience to treat successfully.

**Secondary Payer:** The plan or coverage whose benefits are determined after the primary plan has paid. Order of payment is determined by rules described under “Which Plan Pays First” on page ??.

**Special Medicare Plan:** The plan created by PEIA to provide benefits to retirees unable to access providers in the Medicare Advantage plan and those retirees who become eligible for Medicare benefits during a plan year. Claims under this plan are processed by Wells Fargo and Express Scripts, and the medical benefits are generally the same as those provided to members of the PEIA Medicare Advantage plan.

**Third Party Administrator (TPA):** A company with which PEIA has contracted to provide services such as customer service, utilization management and claims processing to PEIA Special Medicare Plan participants.

**Wells Fargo TPA:** The third party administrator that handles medical claim processing and customer service for the PEIA Special Medicare Plan.

## WHAT PEIA OFFERS

### HEALTH COVERAGE

PEIA offers the Special Medicare Plan to two groups of Medicare-eligible retirees:

- 1) Members who are unable to access medical care through the PEIA Medicare Advantage Plan due to provider limitations are permitted, on a case-by-case basis, to move into PEIA’s Special Medicare Plan.
- 2) Employees who retire after the beginning of a plan year, and retired employees who become eligible for Medicare during the Plan year. PEIA cannot give these members credit for deductibles and out-of-pocket maximum amounts met in the PEIA PPB plan. Members enrolled in an HMO when they become Medicare-eligible may be transferred to the Special Medicare Plan or may choose to remain with the HMO.

Under the Special Medicare 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, Inc., respectively. Medical and Prescription Drug benefits under the Special Medicare Plan are generally the same as those provided under PEIA’s Medicare Advantage plan.

## LIFE INSURANCE

As a retired employee, you are eligible for Basic decreasing term life insurance. When you enroll for health benefits, you must also enroll for Basic life insurance. If you choose not to enroll for health benefits, you may still enroll for basic life insurance. You must have basic life insurance before you elect any of the optional life insurance coverages. 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.

## MOUNTAINEER FLEXIBLE BENEFITS

Mountaineer Flexible Benefits offers dental and vision coverage on a post-tax basis to retired employees. Enrollment materials are mailed to all eligible retired employees during the annual Open Enrollment period. If you have questions about these benefits, contact Fringe Benefits Management Company at 1-800-342-8017.

Open Enrollment for Mountaineer Flexible Benefits is held each Spring. The current information about these benefits and associated premiums is included in the enrollment materials mailed prior to the annual Open Enrollment.

If you have questions about Mountaineer Flexible Benefits, contact Fringe Benefits Management Company at 1-800-342-8017.

<b>Mountaineer Flexible Benefits At-A-Glance</b>	
<b>Benefit</b>	<b>Options</b>
Dental Benefits <sup>1</sup>	Coverage for routine dental care. Deductibles, copayments and benefits vary.
Vision Benefits <sup>1</sup>	Coverage for vision exams and corrective lenses.

<sup>1</sup> These benefits are available to retirees on a post-tax basis.

## 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 or a PEIA-approved retirement system, and your last employer immediately prior to retirement is a participating employer in the PEIA Plan and under the State retirement system or a PEIA-approved 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.

If cancel your PEIA coverage or you allow your PEIA coverage to lapse as a retiree, you may choose to re-enroll for health coverage during Open Enrollment each year. You may enroll at other times during the plan year ONLY if you have a qualifying event. See page ?? for a list of the qualifying events. Coverage will be effective on the first day of the month following enrollment.

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### RETURN TO ACTIVE EMPLOYMENT

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

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### 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.

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### MEDICARE

As a retired employee or a dependent of a retired employee, who is an eligible beneficiary of Medicare, you must maintain coverage in Medicare Part A and Medicare Part B. 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 PEIA's Medicare Advantage Plan. PEIA also provides this Special Medicare Plan to cover members who have access issues with the PEIA Medicare Advantage Plan, and members who become eligible for Medicare in the middle of a plan year. Most members are enrolled in the Special Medicare Plan for less than a year. For those who become eligible for Medicare in the



middle of a plan year, they stay in the Special Medicare Plan for the balance of that plan year, and are transferred to the PEIA Medicare Advantage Plan on the following July 1.

If you have not done so already, please send a copy of your Medicare card to PEIA. This notification will make the claims payment process go much more smoothly.

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 and ESI will provide prescription drug coverage for retirees with Medicare. **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 ENROLL

You may enroll for or change PEIA health and life benefits by completing enrollment forms available from the PEIA. On these forms, you will select the types of coverage you want and enroll the eligible dependents you wish to cover. When you have completed the forms, return them to the PEIA. Participation in PEIA benefit plans is not automatic upon retirement; you must complete the proper enrollment forms. Enrollment authorizes PEIA to deduct the premiums from your annuity for the coverages you select.

There are restrictions on how and when you may enroll and make changes in your coverage. Please read all parts of the "Eligibility" section of this booklet carefully before you enroll, so that you will fully understand your options and responsibilities.

You may also make changes in your benefits and demographic information by going to [www.wvpeia.com](http://www.wvpeia.com) and clicking on "Manage My Benefits".

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## LIFE INSURANCE

You may continue your basic, optional and dependent life insurance at the time of retirement. If you wish to elect new or increased life insurance as a retired employee, you must enroll and submit medical information during the calendar month of retirement or the two following calendar months. Coverage will be effective upon approval of PEIA's life insurance carrier. You may not elect or increase life insurance after this period.

## ENROLLING YOUR 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.

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## SPECIAL MEDICARE PLAN

For the Special Medicare Plan you must 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. To add a dependent to your coverage, you must submit documentation to prove that this is an eligible dependent. In the absence of a qualifying event, coverage may be added or changed for the employee and/or eligible dependents, only during PEIA's annual Open Enrollment period.

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## 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 medical information and be approved to obtain dependent life insurance coverage.

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## SPECIAL RULES FOR NEWBORN OR ADOPTED CHILDREN

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### HEALTH COVERAGE

**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.

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## 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 retired employee and his or her spouse divorce, the retired employee must remove the ex-spouse from coverage, even if the court orders the retired employee to provide medical coverage for the ex-spouse. Ex-spouses are NOT eligible dependents in the PEIA plan. To provide the coverage for an ex-spouse as ordered by the court, the retired employee must look to COBRA coverage or for other privately available coverage.

If a PEIA-insured retired employee and his or her spouse divorce, and the retired employee is not the custodial parent for the dependent child(ren), the retired 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-ELIGIBLE MEMBERS WHO RESIDE OUTSIDE THE U.S.

Medicare-eligible retirees who reside outside the United States will have benefits through Wells Fargo TPA and Express Scripts. Since you do not have Medicare, there is no coordination of benefits and PEIA will pay what Medicare would have paid. You will be responsible for the balance. This plan has the same deductibles and OOP maximums as the non-Medicare retiree plans. Medical claims will be processed by Wells Fargo TPA, and PEIA will pay only the amount the plan would have paid if Medicare had processed your claim and made a payment. Prescription drug claims will be processed by Express Scripts.

## OTHER ELIGIBILITY DETAILS

### ANNUAL OPEN ENROLLMENT

Each Spring PEIA holds an open enrollment period for health coverage during which retired employees may add and remove dependents from their health plans without any qualifying event. The period is typically the month of April. Choices made during the open enrollment period are effective on July 1 of that year.

During Open Enrollment, eligible policyholders who have not taken advantage of any health coverage from PEIA also have the opportunity to enroll in the health plan, subject to the deadlines and rules in force for that enrollment period. Selections made during Open Enrollment are effective on July 1 of that year, and remain in effect for a full plan year.

### MEDICAL IDENTIFICATION CARDS

Wells Fargo TPA issues ID cards upon enrollment in the plan, and subsequently when there are changes in the plan that warrant it.

Your Special Medicare Plan ID card verifies that you have medical and prescription drug coverage through PEIA. On the back we've listed important phone numbers you may need. One card will be issued for individual coverage, and two cards will be issued for family coverage. The policyholder's name and identification number will be printed on all cards. If you want additional cards for dependents not residing with you, or if you need to replace a lost card, please contact Wells Fargo TPA at 1-888-440-7342.

Members enrolled in PEIA's Medicare Advantage plan, will receive an identification card from that plan, not from PEIA. For additional or replacement cards, call your plan.

## 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 make the appropriate change to keep your PEIA coverage up to date. Examples of such changes include a change of address, a change in your marital status, a change in tobacco status or a dependent child no longer qualifying for 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

PEIA coverage for a retired policyholder and any covered dependents terminates at the end of the month in which the retired employee voluntarily terminates the coverage as the result of a qualifying event. If coverage is terminated, it cannot be reinstated until the next Open Enrollment period, unless the retired employee has a qualifying event.

### 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 retired employee;
- dependent child reaches 19th birthday and does not meet the definition of “qualifying child” or “qualifying relative”;
- dependent child marries;
- dependent child reaches his/her 25th birthday ;
- surviving spouse remarries;
- disabled dependent no longer meets disability guidelines; or
- policyholder voluntarily removes dependent from coverage.

The policyholder is required to report these events online at [www.wvpeia.com](http://www.wvpeia.com) using the “Manage My Benefits” button, or by completing 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 of any claims paid for the ineligible dependent from the employee.

The policyholder may voluntarily terminate coverage for dependents as a result of a qualifying event online at [www.wvpeia.com](http://www.wvpeia.com) using the “Manage My Benefits” button, or by completing the appropriate forms. If coverage is terminated, it cannot be reinstated until the next Open Enrollment period, unless the policyholder has a qualifying event.

### 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. Premiums are due by the fifth day of the month following the month for which the premium was invoiced. Example: May premium is due June 5. If payment is not received by PEIA within 30 days following the due date, all claims may be suspended. If payment is not received within 45 days following the due date, coverage will be cancelled, and all claims incurred will be your personal responsibility.

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 Special Medicare 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. 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.

## TOBACCO-FREE DISCOUNT

PEIA's Special Medicare Plan premiums, and optional life insurance premiums are based on the tobacco-use status of insureds. Tobacco-free insureds receive the preferred monthly premium rate. Insureds must have been tobacco-free for 6 months prior to the beginning of the Plan Year to qualify for the discount for the entire plan year. From time to time, the tobacco-free waiting period may be adjusted. In that case, members will be notified in writing. 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 check for tobacco use. PEIA offers a tobacco cessation benefit. See the What is Covered section for details.

Once a member has submitted a tobacco affidavit, either at initial enrollment or during Open Enrollment, PEIA will rely upon that affidavit from year to year, unless the member submits a replacement. It is not necessary for members to submit a tobacco affidavit each year.

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 to future premiums, and WILL NOT be applied retroactively. No refunds will be granted based on tobacco status.

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## 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.

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## RETIRED EMPLOYEES WHO RETIRED BEFORE JULY 1, 1997

Retired employees who retired prior to July 1, 1997, pay premiums based on the plan they choose, 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. Generally, retired employees' contributions pay for about 30% of the cost of their claims. The remaining 70% of the cost is paid by employers. Eligible retired employees may use sick and/or annual leave to extend employer-paid health coverage.

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## 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 will be charged the same premium as those who retired before July 1, 1997. Those with fewer than 25 years of service will 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 the premium will be covered by your accrued leave. The amount of sick and/or annual leave accrued by the retiring employee is reported by the benefit coordinator at the agency from which the employee is retiring. Disability retiree premiums are assessed on twenty-five (25) years of service.

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## 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 will be 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.

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## DIRECT PAY

Some surviving dependents pay premiums directly to the PEIA each month. Their 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 Medicare policyholders who pay premiums directly to PEIA, failure to pay premiums will result in termination from the plan consistent with applicable Medicare rules.

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## USING ACCRUED SICK AND ANNUAL LEAVE TO EXTEND COVERAGE

If you are a retired employee of a State agency or a county board of education (or an eligible employee of a local agency) with coverage through a PEIA plan and you had accrued sick and/or annual leave when you retired, you may have extended your employer-paid insurance coverage. This employer paid coverage will continue until you exhaust your accrued leave. At that time, you will be notified, and PEIA will begin deducting the premium from your annuity or will set up an account to allow you to pay your premium directly to PEIA. .

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

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

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### BEFORE JULY 1, 1988:

If you are a retired 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

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### 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

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### 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.

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## EXTENDING COVERAGE FOR HIGHER EDUCATION FACULTY

If you are a retired full-time faculty member who was employed on an annual contract basis for a period other than 12 months, 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 federal poverty level (FPL) may receive assistance in paying a portion of their PEIA monthly health premium based on years of active service, through a grant provided by the PEIA called the Retired Employee Premium Assistance program. Applicants must be enrolled in the PEIA PPB Plan, the Special Medicare Plan or PEIA's Medicare Advantage plan. Managed care plan members are not eligible for this 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 retired employees with health coverage 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. It is described in detail beginning on page ???. For a copy of the application, call PEIA's customer service unit.

The amount of premium assistance for which you are eligible is based on years of active service, and percentage of FPL. For surviving dependents, it will be based on years of service earned by the deceased policyholder. Disabled retirees are considered to have twenty (20) years of service.

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

<b>Policyholder Only Monthly Premium Reduction</b>				
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
<b>Policyholder with Dependents Monthly Premium Reduction</b>				
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

## LIFE INSURANCE PREMIUMS

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 and amount of coverage. See your Life Insurance Booklet for further details of the options available to you.

## 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 following chart:

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.

## HEALTH CARE BENEFITS

The PEIA Special Medicare Plan pays for a wide range of health care services for retired employees and their dependents. These benefits include hospital services, medical services, surgery, durable medical equipment and supplies, and prescription drugs.

Under the plan, certain costs are your responsibility. Please read the health care benefits section carefully so that you will have a clear understanding of your coverage under the plan.

If you have any questions about coverage or payment for health care services, please call Medicare or:

- Medical claims and benefits - Wells Fargo TPA at 1-888-440-7342
- Prescription drug claims and benefits - Express Scripts at 1-877-256-4680
- Common Specialty Medication claims and benefits – Curascript at 1-866-413-4135

## WHAT YOU PAY WITH THE PEIA SPECIAL MEDICARE PLAN

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

## MEDICAL DEDUCTIBLE

During any plan year, if you or your eligible dependents incur expenses for covered medical services, you must meet a deductible before the plan begins to pay. The deductible in the Special Medicare Plan is \$25 per person.

For inpatient admissions that span two plan years, the facility charges are paid based on the first plan year, but physician charges are paid based on the date of service, which could be in the first plan year, new plan year or both plan years. For example, if you go into the hospital on June 28 and are released on July 6, the hospital bill is paid based on the date of

admission, so it would fall under the old plan year's deductible. Physician charges are paid based on the date of service, so if you have surgery on July 2, the surgeon's bill will be processed based on the new plan year, and the deductible for the new plan year will apply to the surgeon's bill.

Prescription drug benefits are subject to a separate deductible. See the "Prescription Drug Benefit" section for details.

## MEDICAL OUT-OF-POCKET MAXIMUM

The medical out-of-pocket maximum is the most you pay in coinsurance in a plan year. Amounts you pay toward your annual deductibles for prescription drugs and for services that are not covered under the plan do not apply toward your annual medical out-of-pocket maximum. It includes only your medical charges; prescriptions are handled separately. See the "Prescription Drug Benefit" section for details.

Once you have met your out-of-pocket maximum, the plan will pay 100% of your covered charges for the remainder of the plan year.

The medical out-of-pocket maximum for the Special Medicare Plan is \$750 per person.

## LIFETIME MAXIMUM

The PEIA will pay a maximum of \$1,500,000 in benefits per person during the person's lifetime. This maximum includes benefits paid for services rendered under the former PEIA Indemnity Plan, the PEIA PPB Plans and the Special Medicare Plan. Benefits paid under the Prescription Drug Plan are not included.

## WHAT IS COVERED

### MEDICALLY-NECESSARY SERVICES

Covered services must be medically necessary or be one of the specifically listed preventive care benefits.

Medically necessary health care services and supplies are those provided by a hospital, physician or other licensed health care provider to treat an injury, illness or medical condition. A service is considered medically necessary if it is:

- consistent with the diagnosis and treatment of the illness or injury;
- in keeping with generally accepted medical practice standards;
- not solely for the convenience of the patient, family or health care provider;
- not for custodial, comfort or maintenance purposes;
- rendered in the most cost-efficient setting and level appropriate for the condition; and
- not otherwise excluded from coverage under the PEIA Special Medicare Plan.

The fact that a physician has recommended a service as medically necessary does not make the charge a covered expense. PEIA reserves the right to make the final determination of medical necessity based on diagnosis and supporting medical data.

### WHO MAY PROVIDE SERVICES

The PEIA Special Medicare Plan will pay for covered services rendered by a health care professional or facility if the provider is:

- licensed or certified under the law of the jurisdiction in which the care is rendered; an
- providing treatment within the scope or limitation of the license or certification; and
- not under sanction by Medicare, Medicaid or both. Services of providers under sanction will be denied for the duration of the sanction; and
- not excluded by PEIA due to adverse audit findings.

## TYPES OF SERVICES COVERED

PEIA Special Medicare Plan covers a wide range of health care services.

Some major categories of coverage are listed below.

- **Acupuncture.** Services of a licensed acupuncturist for treatment of medical conditions are covered at 100% after the deductible. Office visits are covered with a \$20 copayment and treatments are covered at 100% after the deductible is met.
  - **Allergy Services.** Including testing and related treatment are covered at 100% after the deductible is met.
  - **Ambulance Services.** Emergency ground or air ambulance transportation, when medically necessary, to the nearest facility able to provide needed treatment is covered at 100% after the deductible.
  - **Ambulatory Surgery.** This benefit is subject to a \$50 copayment. The copayment amount applies after the deductible has been met.
  - **Cardiac or Pulmonary Rehabilitation.** Covered at 100% after the deductible is met.
  - **Chelation Therapy.** Benefits for these services are limited. If covered, therapy is paid at 100% after the deductible has been met.
  - **Chiropractic Services.** Services of a chiropractor for acute treatment of neuromuscular-skeletal conditions are covered at 100% after the deductible. Office visits are covered with a \$20 copayment and x-rays are covered at 100% after the deductible is met. Maintenance services are not covered.
  - **Christian Science Treatment.** Treatment for a demonstrable illness or injury if provided in a facility accredited by the Commission for Accreditation of Christian Science Nursing Facilities/Organizations, Inc. or by a practitioner accredited by the Mother Church is covered at 100% after the deductible. No benefits will be paid for the purpose of rest or study, for communication costs, or if the person requiring attention is receiving parallel medical care. Coverage is limited to a maximum cost to the plan of \$1,000 per plan year. If required, this benefit may be extended for inpatient care for up to 60 days per plan year.
  - **Colorectal Cancer Screenings.** Routine screening to detect colorectal cancer is covered at 100%. The related office visit expenses are subject to the applicable primary care office visit copayment. This benefit is covered as follows:
    - Fecal-occult blood test—1 in 12 months/age 50 and over
    - Flexible sigmoidoscopy—1 in 5 years/age 50 and over
    - Colonoscopy for high risk—1 in 24 months/high risk patients\*; 1 in 10 years/age 50 and over
    - X-ray, barium enema—1 in 5 years/age 50 and over
    - X-ray, barium enema—1 in 24 months/high risk patients\*
- \* High risk is defined as a patient who faces high risk for colorectal cancer because of family history; prior experience of cancer or precursor neo-plastic polyps; history of chronic digestive disease condition (inflammatory bowel disease, Crohn's disease, ulcerative colitis); and presence of any appropriate recognized gene markers for colorectal cancer or other predisposing factors.
- **Cosmetic/Reconstructive Surgery.** Services provided when required as the result of accidental injury or disease, or when performed to correct birth defects.
  - **Dental Services (accident-related only).** Services provided within six (6) months of an accident and required to restore tooth structures damaged due to that accident are covered at 100% after the deductible is met. The initial treatment must be provided within 72 hours of the accident. Biting and chewing accidents are not covered. Services provided more than six (6) months after the accident are not covered. The Least Expensive Professionally Acceptable Alternative Treatment (LEPAAT) for accident-related dental services will be covered. For example, the dentist may recommend a crown but the Plan will only provide reimbursement for a large filling. Contact Wells Fargo TPA for more information.

- Dental Services (impacted teeth). Medically necessary extraction of impacted teeth is covered at 100% after the deductible is met. Extractions for the purpose of orthodontia are not covered.
- DEXA Scans. Bone mass measurement by DEXA is limited to one scan every 24 months for members who have documented clinical risk for osteoporosis. Diagnostic testing is covered at 100% after deductible has been met. Routine screening scans are not covered. Complete details of the DEXA scan payment policy are available on the PEIA website at [www.wvpeia.com](http://www.wvpeia.com).
- Diabetes Education. Services of a diabetes education program that meets the standards of the American Diabetes Association are covered at 100% after deductible is met. Coverage is limited to six (6) visits per patient: three visits with the dietician and three visits with a registered nurse. Contact Wells Fargo TPA for specific benefit limitations.
- Dietician Services. Services of a licensed, registered dietician are covered with the appropriate office visit copayment. Coverage is limited to two visits per year when prescribed by a physician for adult members with the following conditions: hypertension, hyperlipidemia, heart disease, kidney disease, and metabolic syndrome. Diabetic patients see Diabetes Education above.
- Durable Medical Equipment (DME) and Prosthetics. Coverage for the initial purchase and reasonable replacement of standard implant and prosthetic devices, and for the rental or purchase (at the plan's discretion) of standard DME, when prescribed by a physician. DME and prosthetics are covered at 100% after the deductible is met.
- Emergency Services (including supplies). Services received in an emergency room when the condition has been certified as an emergency are subject to a \$50 copayment. The copayment applies after the annual deductible has been met.
- Emergency Room Treatment. Services received in an emergency room when the condition is determined to be a non-emergency are subject to a \$50 copayment. The copayment applies after the annual deductible has been met.
- Home Health Services. Intermittent health services of a home health agency when prescribed by a physician are covered at 100% after the deductible is met. Services must be provided in the home, by or under the supervision of a registered nurse. The home health services are covered only if they would otherwise have required confinement in a hospital or skilled nursing facility.
- Hospice Care. When ordered by a physician; covered at 100% after the deductible is met.
- Hyperbaric Oxygen Therapy. Covered at 100% after the deductible is met.
- Hypertension Screening. Diagnostic screening to determine if you are at risk for high blood pressure, heart disease or stroke is covered. Benefits include coverage for an office visit, blood pressure check, and a blood chemistry profile. The office visit is subject to a \$10 copayment and the blood chemistry is covered at 100% after the deductible is met. The blood pressure check is included as part of the office visit. The plan will pay for this screening:
  - One time between the ages of 20 and 30;
  - Once every three years between ages 31 and 39; and
  - Once every two years after age 40.
- Immunizations. For adults and children over age 16. The plan covers immunizations provided and administered in a physician's office as recommended by the American Academy of Family Physicians at 100%. The associated office visit is subject to the applicable copayment. Other immunizations covered at 100% after the deductible is met. If purchased at a pharmacy, the member will be reimbursed according to PEIA's fee schedule.
- Inpatient Hospital and Related Services. Confinement in a hospital including semi-private room, special care units, confinement for detoxification, and related services and supplies during the confinement are covered after the deductible and \$100 per admission copayment are met.
- Inpatient Medical Rehabilitation Services. When ordered by a physician, these services are covered at 100% after the deductible and \$100 per admission copayment are met.

- Intensive Modulated Radiation Therapy (IMRT). Covered at 100% after the deductible is met.
- Mammogram. An annual routine mammogram to detect breast abnormalities is covered at 100% with no coinsurance or deductible required. The related office visit expenses are subject to the deductible and the applicable copayment.
- Massage Therapy. Therapeutic services of a licensed massage therapist for treatment of neuromuscular-skeletal conditions are covered when ordered by a physician. Covered at 100% after the deductible is met.
- Mastectomy. If you are receiving benefits in connection with a mastectomy due to cancer and elect breast reconstruction in connection with such benefits, you are entitled to the following procedures:
  - Reconstruction of the breast on which the mastectomy was performed;
  - Reconstructive surgery of the other breast to present a symmetrical appearance; and
  - Prostheses and coverage for physical complications at all stages of the mastectomy procedure including lymphedema.
- Maternity Services. See “Maternity Benefits” on page 63 for details.
- Mental Health Services.
  - Inpatient programs and outpatient partial hospitalization day programs for mental health, chemical dependency and substance abuse services are covered at 100% after the deductible and \$100 per admission copayment are met. Outpatient mental health, chemical dependency and substance abuse services are covered at 100% after the deductible is met.
- MRA. Magnetic Resonance Angiography services when performed on an outpatient basis are covered at 100% after the deductible is met.
- MRI. Magnetic Resonance Imaging services when performed on an outpatient basis, are covered at 100% after the deductible is met.
- Neuromuscular stimulators and bone growth stimulators are covered at 100% after the deductible is met.
- Oral Surgery. Only covered for extraction of impacted teeth, orthognathism and medically necessary ridge reconstruction at 100% after the deductible is met. Dental implants are not covered.
- Organ Transplants. Services are covered at 100% after the deductible and \$100 per-admission copayment are met.
- Outpatient Diagnostic and Therapeutic Services. Laboratory, diagnostic tests, and therapeutic treatments, when ordered by a physician, are covered at 100% after the deductible is met.
- Outpatient or Office Surgery. This benefit is subject to a \$50 copayment when performed in a physician’s office, hospital or alternative facility.
- Pain Management Services. Covered at 100% after the deductible is met.
- Pap Smear. An annual Pap smear and the associated office visit to screen for cervical abnormalities are covered. The Pap smear is covered at 100% with no deductible, and the office visit is subject to the applicable office visit copayment.
- Periodic Physicals (for Adults). A routine physical exam once every two years for adults age 18 and over is covered. Routine physicals are subject to the applicable office visit copayment. Diagnostic testing, lab and x-rays, provided in conjunction with a periodic physical are covered, if medically necessary and billed with a medical diagnosis. The deductible will apply.
- Primary Care Physician’s Office Visits . These visits are subject to a copayment of \$10.

Prostate Cancer Screening. Coverage is provided for an annual office visit and exam to detect prostate cancer in men age 50 and over with a \$10 preventive care office visit copayment. The PSA blood test associated with this screening, when ordered by a physician, is covered at 100%.



- SPECT. Single Photon Emission Computed Tomography is covered at 100% after the deductible is met.
- Skilled Nursing Facility Services. Confinement in a skilled nursing facility including semi-private room, related services and supplies is covered at 100% after the deductible is met. Confinement must be prescribed by a physician in lieu of hospitalization. Coverage is limited to 100 days per plan year.

## HEALTHY TOMORROWS

### FACE-TO-FACE (F2F) DIABETES PROGRAM

PEIA's F2F Diabetes Program is available statewide (subject to the availability of pharmacists) for those who have diabetes.

Under the program, members and/or their dependents with diabetes agree to make regular visits to a participating pharmacist of their choosing, for counseling and health education services. The pharmacist works with each member to ensure he/she gets the best diabetes care possible by monitoring: a) recommended testing and treatment of diabetes; b) the member's currently prescribed medicines and knowledge about how to take them; and c) physical activity and nutrition plan to assist the member in achieving optimal health.

Members benefit from participating in the F2F Diabetes program not only by improving their health and quality of life, but also by saving money, since copayments are waived for some prescription drugs, lab tests and/or supplies. PEIA benefits from the member's better management of their disease through fewer health care costs from the disease or its complications.

Members participating in the F2F Diabetes program must be tobacco free and must have been tobacco free for a minimum of six months prior to enrollment in the program. F2F is a once-in-a-lifetime benefit. Prior participation in the Dr. Dean Ornish Program for Reversing Heart Disease or prior bariatric surgery will make the member ineligible to participate in F2F.

For more information or an application, check the PEIA website, [www.wvpeia.com](http://www.wvpeia.com), or the F2F Care Management Programs website, [www.peiaf2f.com](http://www.peiaf2f.com), or call PEIA Customer Service at 1-888-680-7342.

### WEIGHT MANAGEMENT PROGRAM

PEIA offers a facility-based weight management program for members who have a Body Mass Index (BMI) of 30 or greater or a BMI of 25 or greater with related conditions such as hypertension, diabetes, heart disease, metabolic syndrome or sleep apnea. The program includes comprehensive services from registered and licensed dietitians, degreed exercise physiologists and personal trainers at approved fitness centers. The current list of participating facilities is on PEIA's website at [www.wvpeia.com](http://www.wvpeia.com).

To enroll, you must complete the application, which includes some medical information, and provide written approval from your physician. For more information or to enroll in the program, call 1-866-688-7493.

### TOBACCO CESSATION

The PEIA Special Medicare Plan provides benefits for participants who wish to quit smoking or using smokeless tobacco products. Only those members who have been paying the Standard (tobacco-user) premium are eligible for the Tobacco Cessation benefit. If you signed an affidavit claiming to be tobacco-free, you will be declined the Tobacco Cessation benefit.

To access the benefits, simply visit your primary care provider. PEIA will cover an initial and follow-up visit to your physician or nurse practitioner. PEIA covers both prescription and non-prescription tobacco cessation medications if they are dispensed with a prescription. PEIA will cover a total of 12 weeks of drug therapy, even if more than one type of therapy is used. If extended therapy is required, the provider must submit a written appeal to the Director of PEIA with proof of medical necessity.

You can use the benefit (office visits and prescriptions) once per year (rolling 12 month period) with a maximum of three attempts per lifetime.

## PAYMENT LEVEL

PEIA will cover an initial and follow-up visit to your physician or nurse practitioner with the applicable office visit copayment.

Nicotine patches are covered at no cost to the patient (deductible and copayments are waived) when prescribed by a physician and purchased at a network pharmacy. Other prescription and over-the-counter cessation medications are covered under the prescription drug plan with the applicable generic, preferred or non-preferred prescription copayments after the deductible is met.

## WHAT IS NOT COVERED

Some services are not covered by the PEIA Special Medicare Plan regardless of medical necessity. Some specific exclusions are listed below. If you have questions, please contact Wells Fargo TPA at 1-888-440-7342 or 1-304-353-7820. The following services are not covered:

1. Aqua therapy.
2. Biofeedback.
3. Birth control drugs, devices, and services for dependent children.
4. Breast pumps.
5. Chemical dependency treatments when a patient leaves the hospital or facility against medical advice.
6. Coma stimulation.
7. Cosmetic or reconstructive surgery when not required as the result of accidental injury or disease, or not performed to correct birth defects. Services resulting from or related to these excluded services also are not covered.
8. Custodial care, intermediate care (such as residential treatment centers), domiciliary care, respite care, rest cures, or other services primarily to assist in the activities of daily living, or for behavioral modification.
9. Dental implants, whether medically indicated or not.
10. Dental services including dental implants, routine dental care, x-rays, treatment of cysts or abscesses associated with the teeth, dentures, bridges, or any other dentistry and dental procedures.
11. Daily living skills training.
12. Duplicate testing, interpretation or handling fees.
13. Education, training and/or cognitive services, unless specifically listed as covered services.
14. Elective abortions.
15. Electronically controlled thermal therapy.
16. Expenses for which the patient is not responsible, such as patient discounts and contractual discounts.
17. Expenses incurred as a result of illegal action, while incarcerated or while under the control of the court system;
18. Experimental, investigational or unproven services, unless pre-approved by ActiveHealth.
19. Fertility drugs and services.
20. Foot care. Routine foot care including:
  - o Removal in whole or in part of: corns, calluses (thickening of the skin due to friction, pressure, or other irritation), hyperplasia (overgrowth of the skin), or hypertrophy (growth of tissue under the skin);
  - o Cutting, trimming, or partial removal of toenails;
  - o Treatment of flat feet, fallen arches, or weak feet; and
  - o Strapping or taping of the feet.
21. Genetic testing.
22. Glucose monitoring devices, except Bayer Ascensia models covered under the prescription drug benefit.
23. Homeopathic medicine.
24. Hospital days associated with non-emergency weekend admissions or other unauthorized hospital days prior to scheduled surgery.
25. Hypnosis.
26. Incidental surgery performed during medically necessary surgery.
27. Infertility and sterility services of in vitro fertilization and gamete intrafallopian transfer (GIFT), embryo transport, surrogate parenting, and donor semen, any other method of artificial insemination, and any other related services.
28. Maintenance chiropractic services.

29. Marriage counseling.
30. Medical equipment, appliances or supplies of the following types:
  - augmentative communication devices.
  - bathroom scales.
  - educational equipment.
  - environmental control equipment such as air conditioners, humidifiers or dehumidifiers, air cleaners or filters, portable heaters, or dust extractors.
  - equipment or supplies which are primarily for patient comfort or convenience, such as bathtub lifts or seats; massage devices; elevators; stair lifts; escalators; hydraulic van or car lifts; orthopedic mattresses; walking canes with seats; trapeze bars; child strollers; lift chairs(including Hoyer lifts); recliners; contour chairs; adjustable beds; or tilt stands.
  - equipment which is widely available over the counter such as wrist stabilizers and knee supports.
  - exercise equipment such as exercycles; parallel bars; walking, climbing or skiing machines.
  - hearing aids of any type, including implants.
  - hygienic equipment such as bed baths, commodes, and toilet seats.
  - motorized scooters.
  - nutritional supplements, over-the-counter (OTC) formula, food liquidizers or food processors.
  - orthopedic shoes, unless attached to a brace.
  - professional medical equipment such as blood pressure kits or stethoscopes.
  - supplies such as tape, alcohol, Q-tips/swabs, gauze, bandages, thermometers, aspirin, diapers (adult or infant), heating pads or ice bags.
  - traction devices.
  - vibrators.
  - whirlpool pumps or equipment.
  - wigs or wig styling.
31. Medical rehabilitation and any other services that are primarily educational or cognitive in nature.
32. Mental health or chemical dependency services to treat mental illnesses which will not substantially improve beyond the patient's current level of functioning.
33. Optical services.
  - Routine eye examinations, refractions, eye glasses, contact lenses and fittings.
  - Glasses and/ or contact lenses following cataract surgery.
  - Low vision devices, including magnifiers, telescopic lenses and closed circuit television systems
34. Oral appliances, including, but not limited to, those treating sleep apnea.
35. Orientation therapy.
36. Orthodontia services.
37. Orthotripsy.
38. Physical examinations and routine office visits except those covered under the Periodic Physicals benefit.
39. Personal comfort and convenience items or services (whether on an inpatient or outpatient basis) such as television, telephone, barber or beauty service, guest services, and similar incidental services and supplies, even when prescribed by a physician.
40. Physical conditioning and work hardening. Expenses related to physical conditioning programs and work hardening such as athletic training, body building, exercise, fitness, flexibility, diversion, or general motivation.
41. Physical, psychiatric, or psychological examinations, testing, or treatments not otherwise covered under the plan, when such services are:
  - conducted for purposes of medical research;
  - for participation in athletics;
  - needed for marriage or adoption proceedings;
  - related to employment;
  - related to judicial or administrative proceedings or orders;
  - to obtain or maintain a license or official document of any type; or
  - to obtain or maintain insurance.
42. Pregnancy-related conditions for dependent children.

43. Provider charges for phone calls, prescription refills, or physician-to-patient phone consultations.
44. Radial keratotomy and other surgery to correct vision.
45. Reversal of sterilization and associated services and expenses.
46. Safety devices. Devices used specifically for safety or to affect performance primarily in sports-related activities.
47. Screenings, except those specifically listed as covered benefits.
48. Services rendered by a provider with the same legal residence as a participant, or who is a member of the policyholder's family. This includes spouse, brother, sister, parent, or child.
49. Services rendered outside the scope of a provider's license.
50. Sex transformation operations and associated services and expenses.
51. Skilled nursing services provided in the home, except intermittent visits covered under the Home Health Care benefit.
52. Stimulation therapy.
53. Take-home drugs provided at discharge from a hospital.
54. TMJ. Treatment of temporomandibular joint (TMJ) disorders. Including intraoral prosthetic devices or any other method of treatment to alter vertical dimension or for temporomandibular joint dysfunction not caused by documented organic disease or acute physical trauma.
55. The difference between private and semi-private room charges.
56. Therapy and related services for a patient showing no progress.
57. Therapies rendered outside the United States that are not medically recognized within the United States.
58. Transportation other than medically necessary emergency ambulance services, or as approved under the Organ Transplant Network benefit.
59. War-related injuries or illnesses. Treatment in a State or Federal hospital for military or service-related injuries or disabilities.
60. Weight loss. Health services and associated expenses intended primarily for the treatment of obesity and morbid obesity, including wiring of the jaw, weight control programs, weight control drugs, screening for weight control programs, and services of a similar nature, except those services provided through the program offered by PEIA.
61. Work-related injury or illness.

## HOW TO FILE A CLAIM

### FILING A MEDICAL CLAIM

Medical claims are processed by first by Medicare, then by Wells Fargo TPA. Claims for Wells Fargo should be submitted to:

Wells Fargo TPA , P.O. Box 2451, Charleston, WV 25329-2451

This post office box should be used only for PEIA claims. Please do not submit PEIA claims to other Wells Fargo TPA post office boxes. This will only delay their processing.

To process a medical claim, Wells Fargo TPA requires a complete itemization of charges including:

- the patient's name;
- the nature of the illness or injury;
- date(s) of service;
- type of service(s);
- charge for each service;
- diagnosis and procedure codes;
- identification number of the provider; and
- Medical ID number of the policyholder.

If the necessary information is printed on your itemized bill, you do not need to use a PEIA claim form to submit your charges. Cash register receipts and canceled checks are not acceptable proof of your claim.

If you have other insurance (including Medicare) which is primary, you need to submit an Explanation of Benefits (EOB) from the other insurance with each claim, or ask your provider to do so if the claim is being submitted for you

You have six (6) months from the date of service to file a medical claim. If PEIA is your secondary insurer (even if you have Medicare), you have six (6) months from the date of your primary insurer's Explanation of Benefits processing date to file your

claim with PEIA. If you do not submit claims within this period, they will not be paid, and you will be responsible for payment to the provider.

If your claim is for an illness or injury wrongfully or negligently caused by someone else, and you expect to be reimbursed by another party or insurance plan, you must file a claim with PEIA within six (6) months of the date of service to ensure that the covered services will be paid. Later, if you receive payment for the expenses, you will have to repay the amount you received from PEIA. See “Subrogation” on page 65 for details.

## MEDICARE CROSSOVER CLAIMS

If you are a PEIA Plan participant who has Medicare as the primary insurer, Wells Fargo TPA has a program that allows providers to bill PEIA electronically as your secondary insurance after Medicare has adjudicated the claim. This program, called Medicare Crossover, saves you the time and trouble of filing the claim yourself.

## CLAIMS INCURRED OUTSIDE OF THE U.S.A.

If you or a covered dependent incur medical expenses while outside the United States, you may be required to pay the provider yourself. Request an itemized bill containing all the information listed above from your provider and submit the bill along with a claim form to Wells Fargo TPA or the prescription drug administrator.

Wells Fargo TPA or the prescription drug administrator will determine, through a local banking institution, the currency exchange rate and you will be reimbursed according to the terms of the plan you’re enrolled in.

## APPEALING A CLAIM

If you are a Special Medicare Plan participant or provider and think that an error has been made in processing your claim or reviewing a service, the first step is to call the Third Party Administrator to verify that a mistake has been made. (For information about prescription drug appeals, see page 101.) All appeals must be initiated within 60 days of claim payment or denial.

Type of Error	Who to Call	Where to Write
Medical claim denial	Wells Fargo TPA 1-888-440-7342	Wells Fargo TPA P. O. Box 2451, Charleston, WV 25329-2451
Out-of-state care denial, denial of pre-certification or case management	ActiveHealth 1-888-440-7342	ActiveHealth Management PO Box 221138 Chantilly, VA 20153-1138
Prescription drug claim	Express Scripts 1-877-256-4680	Express Scripts, Inc. Clinical Appeals - (Client-WVA) BL0390 6625 W. 78th St., Bloomington, MN 55439

If your medical claim or service has been denied, or if you disagree with the determination made by one of the Third Party Administrators, the second step is to appeal in writing within 60 days of the denial to the Third Party Administrator at the address listed above. Explain what you think the problem is, and why you disagree with the decision. Please have your physician provide any additional relevant clinical information to support your request. The Third Party Administrator will respond to you by reprocessing the claim or sending you a letter.

If this does not resolve the issue, the third step is to appeal in writing to the director of the PEIA. The participant, provider or covered dependent must request a review in writing within sixty (60) days of getting the decision from the Third Party Administrator. Facts, issues, comments, letters, Explanations of Benefits (EOBs), and all pertinent information about the case should be included and mailed to: **Director, Public Employees Insurance Agency, 601 57th Street, SE, Suite 2, Charleston, WV 25304-2345**

When your request for review arrives, the PEIA will reconsider the entire case, taking into account any additional materials which have been provided. A decision, in writing, explaining the reason for modifying or upholding the original disposition of

the claim will be sent to the insured or his or her authorized representative. If additional information is required to render a decision, this information will be requested in writing. The additional information must be received within 60 days of the date of the letter. If the additional information is not received, the case will be closed.

## PRESCRIPTION DRUG BENEFITS

Along with your PEIA special Medicare Plan medical coverage, you also have prescription drug coverage. The prescription drug program is administered by Express Scripts. There are three parts to the program:

- the Retail Pharmacy Program gives you access to local participating pharmacies to get your prescriptions filled.
- the Express Scripts Mail Service Pharmacy Program lets you order your prescriptions through the mail, saving you time and money by having your maintenance medications delivered to your door.
- the Curascript Specialty Medication Program provides your common specialty medications through the mail, saving you time by having your medications delivered to your door or to your physician's office.

Your prescription drug benefits pay for a wide range of medications, with differing copayments depending on where you purchase those drugs, and how large a supply you buy.

## WHAT YOU PAY

### DEDUCTIBLE

During any plan year, if you or your eligible dependents incur expenses for covered prescription drugs, you must meet a \$75 per person deductible before the plan begins to pay. After you meet your deductible, you will pay copayments based on the amount and type of drug you're taking. The following chart shows the copayments.

### COPAYMENTS

Once you meet your deductible, you pay a copayment to obtain drugs. Copayments are the portion of the cost that you are required to pay per new or refill prescription. The rest of the cost is paid by PEIA. Several factors determine your copayment, including the days' supply and the type of medication you take.

<b>Prescription Drug Co-payments</b>			
PEIA Special Medicare Plan			
	Up to a 30-day supply	31- to 60-day supply*	61- to 90-day supply*
Generic Drug	\$5	\$10	\$15
Brand-name drug listed on the WV Preferred Drug List	\$15	\$30	\$45
Brand-name drug not listed on the WV Preferred Drug List	\$50	\$100	\$150
Common Specialty Medications†	\$50	not available	not available
* For maintenance medications only. See the Maintenance Medications section for the list of qualifying medications. You may be able to get a discount on your maintenance medications through a Retail Maintenance Network pharmacy or through Mail Service. Read on for details.			
† Should your doctor prescribe or you request the brand-name Specialty Medication when a generic drug is available, you must pay the difference in price, plus the applicable Specialty Medication co-payment			
Should your doctor prescribe or you request the brand-name drug when a generic drug is available, you must pay the difference in price, plus the applicable generic copayment.			

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## GENERIC DRUGS

The brand name of a drug is the product name under which the drug is advertised and sold. Generic medications have the same active ingredients and are subject to the same rigid U.S. Food and Drug Administration (FDA) standards for quality, strength and purity as their brand-name counterparts. Generic drugs usually cost less than brand-name drugs. Please ask your doctor to prescribe generic drugs whenever possible.

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## WEST VIRGINIA PREFERRED DRUG LIST (WVPDL)

The West Virginia Preferred Drug List (WVPDL) is a list of carefully selected medications that can assist in maintaining quality care while providing opportunities for cost savings to the member and the plan. Under this program, your plan requires you to pay a lower copayment for medications on the WVPDL and a higher copayment for medications not on the WVPDL. By asking your doctor to prescribe WVPDL medications, you can maintain high quality care while you help to control rising health-care costs.

Here's how the copayment structure works:

- **Highest Copayment:** You will pay the highest copayment for brand-name drugs that are not listed on the WVPDL.
- **Middle Copayment:** You will pay a mid-level copayment for brand-name drugs that are listed on the WVPDL.
- **Lowest Copayment:** You will pay the lowest copayment for generic drugs. Generic drugs are subject to the same rigid U.S. Food and Drug Administration standards for quality, strength and purity as their brand-name counterparts. Generic drugs usually cost less than brand-name drugs. Please ask your doctor to prescribe generic drugs for you whenever possible.

Sometimes your doctor may prescribe a medication to be "dispensed as written" when a WVPDL brand name or generic alternative drug is available. As part of your plan, an Express Scripts pharmacist or your retail pharmacist may discuss with your doctor whether an alternative formulary or generic drug might be appropriate for you. Your doctor always makes the final decision on your medication, and you can always choose to keep the original prescription at the higher copayment.

Drugs on the WVPDL are determined by the Express Scripts Pharmacy and Therapeutics Committee. The committee, made up of physicians, meets quarterly to review the medications currently on the Formulary, and to evaluate new drugs for addition to the Formulary. The Formulary may change periodically, based on the recommendations adopted by the committee.

If you have any questions, please call Express Scripts' Member Services at 1-877-256-4680.

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## PRESCRIPTION OUT-OF-POCKET MAXIMUM

PEIA has an out-of-pocket maximum on drugs of \$1,750 for an individual and \$3,500 for a family. Once you have met the out-of-pocket maximum, PEIA will cover the entire cost of your covered prescriptions for the balance of the plan year. The out-of-pocket maximum only includes actual copays, not deductibles or other charges, and is separate from your medical out-of-pocket maximum.

## GETTING YOUR PRESCRIPTIONS FILLED

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### USING A RETAIL NETWORK PHARMACY

Express Scripts has a nationwide network of pharmacies. To get a prescription filled, simply present your medical/prescription drug ID card at a participating Express Scripts pharmacy. You can purchase both acute and maintenance medications at an Express Scripts network pharmacy. You may refill your prescription when 75% of the medication is used up.

Your ID card contains personalized information that identifies you as a PEIA Special Medicare Plan member, and ensures that you receive the correct coverage for your prescription drugs.



If you use an Express Scripts pharmacy, you do not have to file a claim form. The pharmacist will file the claim for you online, and will let you know your portion of the cost.

If you use a network pharmacy and choose not to have the pharmacist file the claim for you online, you will pay 100% of the prescription price at the time of purchase. You may submit the receipt with a completed claim form to Express Scripts for reimbursement. The prescription receipt must be attached to the form. You will usually be reimbursed within 21 days from receipt of your claim form. You will be reimbursed the amount PEIA would have paid, less your required copayment, and your deductible (if applicable). This reimbursement is usually less than you paid for the prescription.

If you need claim forms, call Express Scripts Member Services at 1-877-256-4680 or visit their website at [www.express-scripts.com](http://www.express-scripts.com).

To find the participating pharmacies nearest you, call Express Scripts Member Services at 1-877-256-4680 and use the voice-activated Pharmacy Locator System. If you have Internet access, you can find a pharmacy online at [www.express-scripts.com](http://www.express-scripts.com).

## USING THE RETAIL MAINTENANCE NETWORK

If you take a drug on a long-term basis, you may be able to purchase a 90-day supply of that drug if it is on the maintenance list (see the Maintenance Drug List later in this section). PEIA offers a Retail Maintenance Network of pharmacies that will fill your 90-day prescription for just two copayments. You can buy two months and get one month free. Check with your local pharmacist to verify participation.

Maintenance Drug Co-payments		
	PEIA Special Medicare Plan	
	Up to 30-day supply	31 to 90-day supply*
Generic medication	\$5	\$10
Brand-name medication listed on the WV Preferred Drug List	\$15	\$30
Brand-name medication not listed on the WV Preferred Drug List	\$50	\$100
* For maintenance medications only. See the Maintenance Medications section for the list of qualifying medications.		
Should your doctor prescribe or you request the brand-name drug when a generic drug is available, you must pay the difference in price, plus the applicable generic co-payment.		

## USING NON-NETWORK PHARMACIES

If you use a non-participating pharmacy, you will pay 100% of the prescription price at the time of purchase, and submit a completed claim form to Express Scripts. The prescription receipt must be attached to the form. You will usually be reimbursed within 21 days from receipt of your claim form. You will be reimbursed the amount PEIA would have paid at a participating pharmacy, less your required copayment and your deductible (if applicable). This reimbursement is usually less than you paid for the prescription.

If you need claims forms, call Express Scripts Member Services at 1-877-256-4680 or visit their website at [www.express-scripts.com](http://www.express-scripts.com).

## USING THE EXPRESS SCRIPTS MAIL SERVICE PHARMACY PROGRAM

Express Scripts provides a convenient mail service pharmacy program for PEIA Special Medicare Plan insureds. You may use the mail service pharmacy if you're taking medication to treat an ongoing health condition, such as high blood pressure,

asthma, or diabetes. When you use the mail service pharmacy, you can order up to a 90-day supply of a medication on the maintenance list, as prescribed by your doctor, and pay only two copayments. You may refill your prescription when 66% of the medication is used up. Express Scripts' licensed professionals fill every prescription following strict quality and safety controls. If you have questions about your prescription, registered pharmacists are available around the clock to consult with you.

## NEW PRESCRIPTIONS AND THE MAIL SERVICE PHARMACY

If you want to use the mail service pharmacy, the first time you are prescribed a medication that you will need on an ongoing basis, ask your doctor for two prescriptions: the first for a 14-day supply to be filled at a participating retail pharmacy; the second, for up to a 90-day supply, to be filled through the mail service pharmacy. There are several ways to submit your mail service prescriptions. Just follow the steps below. Some restrictions apply.

- 1) Ordering new prescriptions. Ask your doctor to prescribe your medication for up to a 90-day supply for maintenance medications, plus refills if appropriate. Mail your prescription and required copayment along with an order form in the envelope provided. Or ask your doctor to fax your order to 1-800-636-9494. You will need to give your doctor your member ID number located on your ID card.
- 2) Refilling your medication. A few simple precautions will help ensure you don't run out of your prescription. Remember to reorder on or after the refill date indicated on the refill slip. Or reorder when you have less than 14 days of medication left.
  - a) Refills online: Log on to Express Scripts' website at [www.express-scripts.com](http://www.express-scripts.com). Have your member ID number, the prescription number (it's the 9-digit number on your refill slip), and your credit card ready when you log on.
  - b) Refills by phone: Call 1-877-256-4680 and use the automated refill system. Have your member ID number, refill slip with the prescription number, and your credit card ready.
  - c) Refills by mail: Use the refill and order forms provided with your medication. Mail them with your copayment.
- 3) Delivery of your medication. Prescription orders receive prompt attention and, after processing, are usually sent to you by U.S. mail or UPS within two weeks. Your enclosed medication will include instructions for refills, if applicable. Your package may also include information about the purpose of the medication, correct dosages, and other important details.
- 4) Paying for your medication. You may pay by check, money order, VISA, MasterCard, Discover or American Express. Debit cards are not accepted for payment. Please note: The pharmacist's judgment and dispensing restrictions, such as quantities allowable, govern certain controlled substances and other prescribed drugs. Federal law prohibits the return of any dispensed prescription medicines.

## PRIOR AUTHORIZATION

Your prescription drug program provides coverage for some drugs only if they are prescribed for certain uses and amounts, so those drugs require prior authorization for coverage. Prior Authorization is handled by the Rational Drug Therapy Program (RDT). If your medication must be authorized, your pharmacist or physician can initiate the review process for you. The prior authorization process is typically resolved over the phone; if done by letter it can take up to two business days. If your medication is not approved for plan coverage, you will have to pay the full cost of the drug.

PEIA will cover, and your pharmacist can dispense, up to a five-day supply of a medication requiring prior authorization for the applicable copayment. This policy applies when your doctor is either unavailable or temporarily unable to complete the prior authorization process promptly. Prior authorizations may be approved retroactively for up to 30 days to allow time for the physician to work with and provide documentation to RDT. If the prior authorization is ultimately approved, your pharmacist will be able to dispense the remainder of the approved amount with no further copayment for that month's supply if you have already paid the full copayment.

The medications listed below require prior authorization:

1. adalimumab (Humira®)\*
2. ambrisentan (Letairis®)\*

3. amphetamines (Adderall XR®, Vyvanse®)
4. anakinra (Kineret®)\*
5. armodafinil (Nuvigil®)
6. atomoxetine (Strattera®)
7. becaplermin (Regranex®)
8. bimatoprost (Lumigan®)
9. bosentan (Tracleer®)\*
10. botulinum toxin Type A (Botox®)\*
11. Brand-name medically necessary prescriptions. If the medication your doctor prescribes is a multi-source drug (more than one manufacturer markets the drug) and there is an FDA-approved or “A-B-rated” generic on the market, then PEIA will pay only for the generic version, unless your physician provides medical justification for coverage of the brand-name drug. If prior authorization is granted, these drugs will be covered as non-preferred brand-name drugs.
12. certolizumab (Cimzia®)\*
13. chenodiol (Chenodal™)\*
14. ciclopirox (Penlac®)
15. corticotropin (Acthar®)\*
16. eltrombopag (Promacta®)\*
17. enfuvirtide (Fuzeon®)\*
18. erythroid stimulants (Epogen®, Procrit®, Aranesp®)\*
19. etanercept (Enbrel®)\*
20. etravirine (Intelence®)
21. exenatide (Byetta®)
22. fentanyl (Actiq®, Duragesic®, Fentora®, and Onsolis®)
23. fluconazole (Diflucan®)
24. golimumab (Simponi®)\*
25. growth hormones\*
26. ibandronate (Boniva®)\*
27. iloprost (Ventavis®)\*
28. itraconazole (Sporanox®)
29. latanoprost (Xalatan®)
30. legend oral contraceptives for dependents (covered for treatment of medical conditions only)
31. leuprolide (Lupron®, Lupron Depot®)\*
32. maraviroc (Selzentry®)
33. modafinil (Provigil®)
34. botulinum toxin Type B (Myobloc®)\*
35. oxycodone hydrochloride (Oxycontin®)
36. quetiapine (Seroquel®)
37. raltegravir (Isentress®)
38. rilonacept (Arcalyst®)\*
39. sacrosidase (Sucraid®)
40. sapropterin hydrochloride (Kuvan®)\*
41. sildenafil (Revatio®)\*
42. stimulants (Concerta®, Focalin XR®, methylphenidate)
43. tadalafil (Adcirca®)\*
44. tazarotene (Tazorac®)
45. terbinafine (Lamisil®)
46. teriparatide (Forteo®)\*
47. tetrabenazine (Xenazine®)\*
48. tolvaptan (Samsca®)
49. topiramate (Topamax®)
50. travoprost (Travatan/Z®)
51. treprostinil (Tyvaso®)\*
52. tretinoin cream (e.g. Retin-A) for individuals 27 years of age or older
53. vacation supplies of medication for foreign travel (allow 7 days for processing)
54. voriconazole (VFEND®)
55. zonisamide (Zonegran®)

\* These drugs must be purchased through the Common Specialty Medications Program. See information later in this section.

This list is subject to change during the plan year if circumstances arise which require adjustment. Changes will be communicated to members in writing. The changes will be included in PEIA's Plan Document, which is filed with the Secretary of State's office, and will be incorporated into the next edition of the Benefit booklet.

## DRUGS WITH SPECIAL LIMITATIONS

### STEP THERAPY

Step Therapy promotes appropriate utilization of first-line drugs and/or therapeutic categories. Step Therapy requires that participants receive one or more first-line drug(s), as defined by program criteria before prescriptions are covered for second-line drugs in defined cases where a step approach to drug therapy is clinically justified. To promote use of cost-effective first-line therapy, PEIA uses step therapy in the following therapeutic classes:

- Alzheimer's Disease (Aricept®, Razadyne/ER®, Exelon®, Exelon Patch®, Cognex®)
- Analgesics (Ultram/ER®, Ultracet®, Ryzolt®)
- Angiotensin-Converting Enzyme (ACE) Inhibitors (Accuretic®, Accupril®, Aceon®, Altace®, Capoten®, Capozide®, Lexxel®, Lotesin/HCT®, Lotrel®, Mavik®, Monopril/HCT®, Prinivil®, Prinizide®, Tarka®, Uniretic®, Univasc®, Vasotec®, Vaseretic®)
- Angiotensin II Receptor Antagonists (Atacand/HCT®, Teveten/HCT®, Avapro®, Cozaar®, Benicar/HCT®, Micardis/HCT®, Diovan/HCT®, Avalide®, Hyzaar®, Azor®, Exforge®)
- Anti-depressants (Cymbalta®, Effexor/XR®, Symbyax®, Wellbutrin XL®, Pristiq®, Aplenzin®, venlafaxine ER, Savella®)
- Antihistamines (Zyrtec®, Allegra®, Clarinex®, Clarinex® Reditabs®, Xyzal®)
- Anti-hypertensives (Covera HS®, Verelan PM®, Norvasc®, Cardene SR®, Sular®, DynaCirc CR®, Tekturna®)
- Benign Prostatic Hypertrophy (Avodart®, Proscar®)
- Beta Blockers (Sectral®, Tenormin®, Kerlone®, Zebeta®, Coreg®, Trandate®, Lopressor®, Toprol XL®, Corgard®, Levatol®, Visken®, Inderal®, Inderal® LA, InnoPran XL®, Blocadren®, Tenoretic®, Ziac®, Lopressor® HCT, Corzide®, Inderide®, Timolide®, Coreg CR®, Bystolic®)
- Bisphosphonates (Fosamax®, Fosamax Plus D™, Actonel®, Actonel® with Calcium, Boniva®)
- Cholesterol-lowering medications (Advicor®, Altoprev®, Caduet®, Crestor®, Lescol®, Lipitor®, Pravachol®, Vytorin®, Zetia®, )
- Dipeptidyl peptidase-4 (DPP-4) Inhibitors (Januvia®, Janumet®, Onglyza®)
- Fenofibrates (Tricor®, Lofibra®, Antara®, Triglid®, Lipoten®, Fenoglide®, Trilipix®)
- Leukotriene Inhibitors (e.g., Accolate®, Singulair®, Zflo®, Zflo CR®)
- Lyrica®
- Mirapex/ER®
- Nasal Steroids (Rhinocort Aqua™, Flonase®, Beconase AQ®, Nasacort AQ®, Nasarel®, Nasonex®, Veramyst®, Omnaris®)
- Non-Steroidal Anti-inflammatory Drugs (brand-name NSAID e.g., Celebrex®, Flector®, Pennsaid®, Voltaren®)
- Overactive Bladder: (Ditropan®, Ditropan XL®, Oxytrol®, Detrol®, Detrol LA®, Sanctura®, Toviaz®, Vesicare®, Enablex®, Sanctura XR®)
- Proton Pump Inhibitors (e.g., Prilosec®, Prevacid®, Nexium®, Aciphex®, Protonix®, Zegerid®, Kapidex®)
- Requip/XL®
- Sedative Hypnotics (Ambien®, Ambien CR™, Sonata®, Lunesta™, Rozerem™)
- Selective Serotonin Reuptake Inhibitors (e.g., Celexa®, Lexapro®, Luvox®, Paxil®, Paxil CR®, Prozac®, Prozac Weekly®, Zoloft®, Sarafem®, Pexeva®, Luvox CR®),
- Strattera®
- Thiazolidinedione (TZD) (Actos®, Avandia®, Actoplus®, Avandamet®, Duetact®, Avandaryl®)
- Topical Steroids -- various, and
- Xopenex®

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## QUANTITY LIMITS (QLL)

Under the PEIA PPB Plan Prescription Drug Program, certain drugs have preset coverage limitations (quantity limits). Quantity limits ensure that the quantity of units supplied in each prescription remains consistent with clinical dosing guidelines and PEIA's benefit design. Quantity limits encourage safe, effective and economic use of drugs and ensure that members receive quality care. If you are taking one of the medications listed below and you need to get more of the medication than the plan allows, ask your pharmacist or doctor to call RDT to discuss your refill options.

1. Antipsychotic Drugs (Abilify® 30 units, Fanapt™ 60 units, Geodon® 60 units, Invega® varies, Risperdal® 60 units, Saphris® 60 units, Seroquel® varies, Zyprexa® 30 units, and Zyprexa Zydis® 30 units)
2. Antiemetics:
  - Aloxi® is limited to 1 capsule/vial per prescription
  - Anzemet® is limited to 1 tablet per prescription
  - Cesamet® is limited to 30 capsules per prescription
  - Emend® 40 mg is limited to 1 capsule per prescription.
  - Emend® 80 mg is limited to 2 capsules per prescription.
  - Emend® 115 mg vial is limited to 1 vial per prescription.
  - Emend® 125 mg is limited to 1 capsule per prescription.
  - Emend® Bi-fold Pack is limited to 1 package per prescription.
  - Emend® Tri-fold Pack is limited to 1 package per prescription.
  - Kytril® is limited to 2 tablets/1 bottle per prescription
  - Sancuso® is limited to 1 patch per prescription
  - Zofran® 24 mg is limited to 1 tablet per prescription
  - Zofran® 4mg and 8 mg are limited to 12 tablets per prescription
  - Zofran® ODT 4mg and 8 mg are limited to 12 tablets per prescription
  - Zofran® Solution is limited to 3 bottles per prescription
3. Actiq®, Onsolis™, Fentora®. Coverage is limited to 90 lozenges per 30 days
4. Cholesterol Lowering Medications. (Advicor® varies, Caduet® 30 units, Vytorin® 30 units, Altoprev® 30 units, Crestor® 30 units, Lescol® varies, Lipitor® 30 units, lovastatin varies, Mevacor® 30 units, Pravachol® 30 units, pravastatin sodium 30 units, Simcor® 30 units, simvastatin 30 units, and Zocor® 30 units)
5. Diflucan® 150 mg. Coverage is limited to 2 tablets per prescription
6. Enbrel®. Coverage is limited to 4 syringes or 8 vials per prescription
7. Humira®. Coverage is limited to 3 syringes/pens per prescription
8. Long-acting Opioids (Avinza® 60 units, Kadian® 90 units, MS Contin® 120 units, Opana® ER 90 units, Oramorph® 120 units, Oxycontin® 90 units, Exalgo® 30 units)
9. Migraine medications. *Coverage is limited to quantities listed below:*

Generic name	Brand name	Quantity Level Limit Per Prescription	Quantity Level Limit for 28-Day Period
Almotriptan tablets 6.25 mg	Axert®	6 tablets	18 tablets
Almotriptan tablets 12.5 mg	Axert®	12 tablets	24 tablets
Dihydroergotamine nasal spray vials, 4 mg/mL vial	Migranal®	1 kits	1 kits = 8 unit dose sprayers
Eletriptan 20 mg, 40 mg	Relpax®	6 tablets	18 tablets
Frovatriptan tablets 2.5 mg	Frova®	9 tablets	27 tablets
Naratriptan tablets 1 mg, 2.5 mg	Amerge®	9 tablets	18 tablets
Rizatriptan tablets 5 mg, 10 mg	Maxalt®	12 tablets	24 tablets
Rizatriptan tablets 5 mg, 10 mg, orally disintegrating tablets	Maxalt-MLT®	12 tablets	24 tablets
Sumatriptan injection syringes, 4 mg/0.5 mL and 6 mg/0.5 mL	Imitrex® Statdose System®	1 kit	8 kits = 16 injections
Sumatriptan injection vials, 4 mg/0.5 ml	Generics	2 vials	16 vials
Sumatriptan injection vials, 6 mg/0.5 mL	Imitrex®, generics	2 vials	16 vials

Generic name	Brand name	Quantity Level Limit Per Prescription	Quantity Level Limit for 28-Day Period
Sumatriptan nasal spray 20 mg	Imitrex <sup>®</sup> , generics	1 box	3 boxes = 18 unit dose spray devices
Sumatriptan nasal spray 5 mg	Imitrex <sup>®</sup> , generics	1 box	6 boxes = 36 unit dose spray devices
Sumatriptan needle-free injection vial 6 mg/0.5 mL	Sumavel™ DosePro™	1 box	3 boxes = 18 needle-free devices
Sumatriptan tablets 25 mg, 50 mg, 100 mg	Imitrex <sup>®</sup> , generics	9 tablets	18 tablets
Sumatriptan (85 mg) and naproxen sodium (500 mg) tablets	Treximet™	9 tablets	18 tablets
Zolmitriptan nasal spray 5 mg	Zomig <sup>®</sup>	1 box	3 boxes = 18 unit dose spray devices
Zolmitriptan tablets 2.5 mg and 5 mg, orally disintegrating	Zomig-ZMT <sup>®</sup>	6 tablets	18 tablets
Zolmitriptan tablets 2.5 mg, 5 mg	Zomig <sup>®</sup>	6 tablets	18 tablets

10. New drugs approved by the FDA that have not yet been reviewed by Express Scripts' Pharmacy and Therapeutics Committee will have a non-preferred status. PEIA reserves the right to exclude a drug or technology from coverage until it has been proven effective.
11. Nuvigil<sup>®</sup>. Coverage limit varies.
12. Other Antidepressants (Budeprion SR<sup>®</sup> 60 units, Budeprion XL<sup>®</sup> 30 units, Bupropion HCL SR<sup>®</sup> 60 units, Wellbutrin SR<sup>®</sup> 60 units and Wellbutrin XL<sup>®</sup> 30 units, Aplenzin<sup>®</sup> 30 units)
13. Oxycontin<sup>®</sup>. Coverage is limited to 90 tablets per prescription
14. Provigil<sup>®</sup>. Coverage limit varies.
15. Sedative Hypnotics (Ambien<sup>®</sup>, Ambien CR™, Doral<sup>®</sup>, estazolam, flurazepam, Lunesta™, Restoril<sup>®</sup>, Rozerem™, Sonata<sup>®</sup>, temazepam, triazolam). Coverage is limited to 15 units per 30 days.
16. Selective Serotonin Reuptake Inhibitors (Celexa<sup>®</sup> 30 units, citalopram HBR 30 units, fluoxetine HCL varies, fluvoxamine maleate varies, Lexapro<sup>®</sup> 30 units, Luvox CR<sup>®</sup> varies, paroxetine HCL<sup>®</sup> varies, Paxil<sup>®</sup> varies, Paxil CR<sup>®</sup> 60 units, Pexeva<sup>®</sup> varies, Prozac Weekly<sup>®</sup> 5 units, Sarafem<sup>®</sup> 30 units, Selfemra™ varies, sertraline HCL<sup>®</sup> varies, and Zoloft<sup>®</sup> varies)
17. Serotonin and Norepinephrine Reuptake Inhibitors (Cymbalta<sup>®</sup> varies, Effexor<sup>®</sup> varies, Effexor XR<sup>®</sup> varies, Pristiq<sup>®</sup> 30 units, Savella<sup>®</sup> varies, venlafaxine ER<sup>®</sup> varies)
18. Toradol. Coverage is limited to one course of treatment (5 days) per 90-day period.
19. Tamiflu<sup>®</sup> and Relenza<sup>®</sup>. Coverage is limited to one course of treatment within 180 days. Additional quantities require prior authorization from RDT.
20. Vasodilator Antihypertensives (Cardura XL<sup>®</sup> 30 units, Doxazosin Mesylate<sup>®</sup> varies, and Terazosin HCL<sup>®</sup> varies)

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## MAINTENANCE MEDICATIONS

You may receive up to a 90-day supply of ONLY the medications and classes listed below.

1. alendronate sodium (Fosamax<sup>®</sup>)
2. antiarthritics
3. anticoagulants
4. anticonvulsants
5. antidementia drugs
6. antihypertensives
7. antiparkinsonism agents
8. antispasmodics: urinary tract
9. benign prostatic hypertrophy/micturation
10. bronchodilators
11. calcitonin (Miacalcin<sup>®</sup>)
12. cardiovascular agents
13. cholinergic stimulants (urinary retention)

14. corticosteroids, bronchial
15. cromolyn sodium (Intal®)
16. diabetic therapies
17. digestants
18. disposable needles and syringes
19. diuretics
20. enzymes, systemic
21. estrogens and progestins
22. gastrointestinal, colitis
23. glaucoma agents
24. gout medications
25. hormones, misc.
26. immunosuppressive agents
27. legend vitamins (including legend hematinics, vitamin K)
28. leukotriene receptor antagonists (asthma agents)
29. lipotropics (cholesterol lowering agents)
30. mucolytics (pulmonary agents)
31. oral contraceptives
32. legend potassium
33. raloxifene (Evista®)
34. risedronate (Actonel®)
35. selective serotonin reuptake inhibitors
36. serotonin and norepinephrine reuptake inhibitors
37. thyroid medications
38. tuberculosis medications
39. xanthines (asthma agents)

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## COMMON SPECIALTY MEDICATIONS

CuraScript is the exclusive pharmacy for common specialty medications on the list on the next page. This means you will only be able to purchase these specialty medications through CuraScript, and the medication will be mailed to either your home or physician's office. Most often these are self-administered injections. Specialty drugs have the following key characteristics:

- Need frequent dosage adjustments
- Cause more severe side effects than traditional drugs
- Need special storage, handling and/or administration
- Have a narrow therapeutic range
- Require periodic laboratory or diagnostic testing

After you have met your prescription drug deductible, the copayment on these medications will be \$50 for any medications in this class. These drugs are not available in 90-day supplies.

In addition to providing these specialty medications to our members, CuraScript offers:

- A Patient Care Coordinator who serves as your personal advocate and point of contact.
- Delivery of your specialty medications directly to you or your doctor.
- Supplies to administer your medications — at no additional cost.
- Care management programs to help you get the most from your medications.

If you are prescribed one of these common specialty medications, call CuraScript toll-free at 1-866-413-4135

(8 a.m.-9 p.m., Eastern time, Monday-Friday and 9 a.m.-1 p.m., Eastern time, Saturday). A Patient Care Coordinator will contact your physician and work with you to schedule a delivery time for the medication.



## COMMON SPECIALTY MEDICATION LIST

Drug Name	Category
Acthar® [PA]	Multiple Sclerosis
Adcirca® [PA]	Pulmonary Hypertension
Aldurazyme®	Mucopolysaccharidosis
Aranesp® [PA]	Anemia
Arcalyst® [PA]	Genetic Syndromes
Arixtra®	Anti-Coagulant
Avonex® [QLL]	Multiple Sclerosis
Betaseron® [QLL]	Multiple Sclerosis
Boniva® [PA]	Osteoporosis
Botox® [PA]	Migraine, Cerebral Palsy
Cerezyme®	Gaucher Disease
Cimzia® [PA]	Crohn's Disease
Copaxone® [QLL]	Multiple Sclerosis
Copegus®	Hepatitis C
Desferal®	Iron Toxicity
Enbrel® [PA] [QLL]	Inflammatory Conditions
Epogen® [PA]	Anemia
Fabrazyme®	Fabry Disease
Forteo® [PA]	Osteoporosis
Fragmin®	Anti-Coagulant
Fuzeon® [PA]	HIV
Genotropin® [PA]	Growth Hormone
Geref® [PA]	Growth Hormone
Gleevec®	Anti-Neoplastic
Humatrope® [PA]	Growth Hormone
Humira® [PA] [QLL]	Inflammatory Conditions
Increlex® [PA]	Insulin-like Growth Factor
Infergen®	Hepatitis C
Innohep®	Anti-Coagulant
Intron A®	Interferons
Iressa®	Anti-Neoplastic
Kineret® [PA]	Inflammatory Conditions
Letairis® [PA]	Pulmonary Arterial Hypertension
Leukine®	Hematopoietic
Leuprolide® [PA]	Anti-Neoplastic
Lovenox®	Anti-Coagulant
Lupron® [PA]	Anti-Neoplastic
Lupron Depot® [PA]	Endometriosis, Anti-Neoplastic, Precocious Puberty
Myobloc® [PA]	Neurologic
Neulasta® [QLL]	Neutropenia
Neumega® [QLL]	Hematopoietic
Neupogen®	Neutropenia

Nexavar®	Anti-Neoplastic, Immunosuppressant
Norditropin® [PA]	Growth Hormone
Nutropin® [PA]	Growth Hormone
Omnitrope® [PA]	Growth Hormone
Pegasys® [QLL]	Hepatitis C
Peg-Intron® [QLL]	Hepatitis C
Procrit® [PA]	Anemia
Promacta® [PA]	Blood Cell Deficiency
Pulmozyme®	Cystic Fibrosis
Rebetol® [QLL]	Hepatitis C
Rebif® [QLL]	Multiple Sclerosis
Revatio® [PA]	Pulmonary Arterial Hypertension
Revlimid®	Anti-Neoplastic, Immunosuppressant
Ribavirin®	Hepatitis C
Roferon-A®	Anti-Neoplastic
Saizen® [PA]	Growth Hormone
Serostim® [PA]	Growth Hormone
Simponi® [PA]	Rheumatoid Arthritis
Sutent®	Anti-Neoplastic
Tarceva®	Anti-Neoplastic
Temodar®	Anti-Neoplastic
Tev-Tropin® [PA]	Growth Hormone
Thalomid®	Anti-Neoplastic
Thyrogen® Kit	Diagnostic
Tobi® [QLL]	Cystic Fibrosis
Tracleer® [PA]	Pulmonary Arterial Hypertension
Tyvaso® [PA]	Pulmonary Arterial Hypertension
Xeloda®	Anti-Neoplastic
Xenazine® [PA]	CNS Disorders
Zavesca®	Gaucher Disease
Zorbtive® [PA]	Growth Hormone

[PA] This drug requires Prior Authorization from RDT.

[QLL] This drug is subject to Quantity Level Limits (QLL)

This list is not all-inclusive and is subject to change throughout the Plan Year.



## DIABETES MANAGEMENT

**Blood Glucose Monitors:** Covered diabetic insureds can receive a free Bayer Ascensia Breeze2® or Ascensia Contour® blood glucose monitor with a current prescription. Simply ask your pharmacist, and he or she will contact Bayer by fax or mail to request the monitor.

**Glucose Test Strips:** The plan covers only Bayer Ascensia® Breeze2 or Ascensia® Contour test strips at the preferred copayment of \$15 per 30-day supply. Other brands require a 100% copayment.

**Needles/Syringes and Lancets:** You can obtain a supply of disposable needles/syringes and lancets for the copayments listed below:

Coverage	Needles/Syringes	Lancets
<b>At the retail pharmacy:</b>		
Up to a 30-day supply	\$10	\$5
31- to 60-day supply	\$20	\$10
61- to 90-day supply	\$30	\$15
<b>Through the mail service and retail maintenance network pharmacies:</b>		
Up to a 30-day supply	\$10	\$5
31- to 90-day supply	\$20	\$10

## TOBACCO CESSATION PROGRAM

PEIA has a tobacco cessation program that includes coverage for both prescription and over-the-counter (OTC) tobacco cessation products. For a full description of the benefits, please see “Tobacco Cessation” on page 68 in the previous section. The drugs are covered under your prescription drug program.

### WHAT IS COVERED?

PEIA will cover prescription and over-the-counter (OTC) tobacco cessation products if they are dispensed with a prescription. Toll-free numbers are provided by the manufacturers of most of these products for phone coaching and support.

Coverage is limited to one twelve-week cycle per rolling twelve-month period, three cycles per lifetime. Nicotine patches are available at no cost to the member; both the deductible and the copayment are waived on nicotine patches when prescribed by a physician and purchased at a network pharmacy. All other prescription and over-the-counter (OTC) tobacco cessation products will be covered with the applicable generic, preferred or non-preferred copayment, depending on their status on PEIA’s Preferred Drug List.

### WHO IS ELIGIBLE FOR TOBACCO CESSATION?

Only those members who have been paying the Standard (tobacco-user) premium are eligible for this benefit. If you have signed an affidavit claiming to be tobacco-free, and then you attempt to use the tobacco cessation benefit, you will be declined services. Pregnant women will be offered 100% coverage during any pregnancy.

## DRUGS OR SERVICES THAT ARE NOT COVERED

Your plan does not cover the following medications or services:

1. Anorexients (any drug used for the purpose of weight loss)
2. Anti-wrinkle agents (e.g., Renova®)
3. Birth control drugs for dependent children
4. Bleaching agents (e.g., Eldopaque®, Eldoquin Forte®, Melanex®, Nuquin®, Solaquin®)
5. Charges for the administration or injection of any drug
6. Contraceptive devices and implants
7. Diagnostic agents
8. Drugs dispensed by a hospital, clinic or physician's office
9. Drugs labeled "Caution-limited by federal law to investigational use," or experimental drugs not approved by the FDA, even though a charge is made to the individual
10. Drugs requiring prior authorization when prescribed for uses not approved by the FDA
11. Drugs requiring a prescription by State law, but not by federal law (State controlled) are not covered
12. Erectile dysfunction medications
13. Fertility drugs
14. Fioricet® with Codeine (butalbital/acetaminophen/caffeine with codeine)
15. Fiorinal® with Codeine (butalbital/aspirin/caffeine with codeine)
16. Hair growth stimulants
17. Homeopathic medications
18. Immunizations, biological sera, blood or blood products, Hyalgan®, Synvisc®, Remicade®, Synagis®, Xolair®, Amevive®, Raptiva®, Vivitrol® (these are covered under the medical plan)
19. Latisse™
20. Medical or therapeutic foods.
21. Medication which is to be taken by or administered to an individual, in whole or in part, while he or she is a patient in a hospital, sanitarium, or extended care facility
22. Medication for which the cost is recoverable under any Workers' Compensation or occupational disease law, or any State or governmental agency, or medication furnished by any other Drug or Medical Service for which no charge is made to the member
23. Non-legend drugs (except when included in a compound with a legend drug)
24. Pentazocine/Acetaminophen (Talacen®)
25. Prescription drug charges not filed within 6 months of the purchase date, if PEIA is the primary insurer, or within 6 months of the processing date on the Explanation of Benefits (EOB) from the other plan, if PEIA is secondary
26. Replacement medications for lost or stolen drugs
27. Requests for more than a 90-day supply of maintenance medications, or requests for more than a 30-day supply of short-term medications
28. Stadol® Nasal Spray (butorphanol)
29. Therapeutic devices or appliances, including support garments and other non-medicinal substances, regardless of intended use, except those listed above
30. Unit dose medications
31. Vacation supplies, unless leaving the country. If you are leaving the country, and want PEIA to cover a vacation supply, you must submit documentation (copy of an airline ticket, travel agency itinerary, etc.) to substantiate your international travel arrangements.

## OTHER IMPORTANT FEATURES OF YOUR PRESCRIPTION DRUG PROGRAM

Your prescription drug program is designed to provide the care and service you expect, whether it's keeping a record of your medication history, providing toll-free access to a registered pharmacist, or keeping you in touch with any changes to your program.

Express Scripts uses the health and prescription information about you and your dependents to administer your benefits. They also use information and prescription data from claims submitted nationwide for reporting and analysis without identifying individual patients.

When your prescriptions are filled at one of Express Scripts' mail service pharmacies or at a participating retail pharmacy, pharmacists use the health and prescription information on file for you to consider many important clinical factors including drug selection, dosing, interactions, duration of therapy and allergies. Express Scripts' pharmacists may also use information received from your network retail pharmacy.

## DRUG UTILIZATION REVIEW

Under the drug utilization review program, prescriptions filled through the mail service pharmacy and participating retail pharmacies are examined by Express Scripts for potential drug interactions based on your personal medication profile. The drug utilization review is especially important if you or your covered dependents take many different medications or see more than one doctor. If there is a question about your prescription, your pharmacist may notify your doctor before dispensing the medication.

## EDUCATION AND SAFETY

You will receive information about critical topics like drug interactions and possible side effects with every new prescription Express Scripts mails. Your retail pharmacy may also provide you with drug information.

By visiting [www.express-scripts.com](http://www.express-scripts.com), you also can access other health-related information. Click on Drug Information or Health Information to browse information relative to specific health interests, get safety tips and answers to the most commonly asked medication questions, or just keep up with timely health issues. To view health information personalized to fit your interests, register with [www.express-scripts.com](http://www.express-scripts.com). Any written health information cannot replace the expertise and advice of health care practitioners who have direct contact with a patient. All Express Scripts health information is designed to help you communicate more effectively with your doctor and, as a result, understand more completely your situation and choices.

## HEALTH MANAGEMENT

Based on your prescription and health information, Express Scripts may provide information to you on one or more of Express Scripts' Care Management programs, provided as a service to you by PEIA. Program participants generally receive educational mailings and may receive a follow-up call from an Express Scripts pharmacist or nurse. Express Scripts develops these programs to support your doctor's care, and they may contact your doctor regarding your participation in these programs.

## COORDINATION OF BENEFITS

If another insurance carrier is the primary insurer for a policyholder or a dependent, or if you are Medicare-eligible, PEIA will pursue coordination of benefits.

1. **Commercial Insurance:** As a secondary payor, PEIA will pay only if the other insurance plan's benefit is less than what PEIA would have provided as the primary insurer. If PEIA is the secondary insurer, you must submit the following documentation to Express Scripts to have the secondary claim processed:
  - a) a completed Express Scripts claim form;
  - b) the receipt from the pharmacy; and

- c) an Explanation of Benefits from the primary plan or a pharmacy printout that shows the amount paid by the primary plan.

You will usually be reimbursed within 21 days from receipt of your claim form. If you need claims forms, call Express Scripts' Member Services at 1-877-256-4680 or visit their website at [www.express-scripts.com](http://www.express-scripts.com).

- 2. Medicare Part B: If Medicare is the primary insurer, Medicare must be billed first for any drugs covered by Medicare Part B. Your pharmacist should bill Medicare Part B as the primary insurer. Wells Fargo TPA will receive the crossover claims from Medicare Part B and pay the pharmacy directly. This will save you money since PEIA will pay the member responsibility for prescription drugs covered by Medicare Part B. You should not pay any deductible or co-insurance for Medicare Part B-covered drugs. You can find a listing of pharmacies willing to bill Medicare and accept assignment on our web page at [www.wvpeia.com](http://www.wvpeia.com) or by calling our customer service unit at 1-888-680-7342. These classes of drugs are usually covered by Medicare Part B:
  - a) Immunosuppressants
  - b) Oral Chemotherapeutic medications
  - c) Drugs for nausea associated with chemo meds
  - d) Diabetic testing supplies
  - e) Limited Inhalation therapies

## HOW TO FILE A CLAIM

### FILING A PRESCRIPTION DRUG CLAIM

Prescription drug claims are processed by Express Scripts, Inc. and should be submitted to:

Express Scripts, Inc., P.O. Box 390873, Bloomington, MN 55439-0873

To process a prescription drug claim, ESI requires a prescription receipt/label which includes:

- Pharmacy Name/Address
- Date Filled
- Drug Name, Strength and NDC
- Rx Number
- Quantity
- Days' Supply
- Price
- Patient's Name

**Claims received missing any of the above information may be returned or payment may be denied or delayed.** Cash register receipts and canceled checks are not acceptable proof of your claim.

If you have other insurance which is primary, you need to submit an Explanation of Benefits (EOB) from the other insurance which shows the amount the primary insurance paid with each claim, or ask your provider to do so if the claim is being submitted for you.

You have six (6) months from the date of service to file a prescription claim. If PEIA is your secondary insurer, you have six (6) months from the date of your primary insurer's Explanation of Benefits processing date to file your claim with PEIA. If you do not submit claims within this period, they will not be paid.

If your claim is for an illness or injury wrongfully or negligently caused by someone else, and you expect to be reimbursed by another party or insurance plan, you must file a claim with PEIA within six (6) months of the date of service to ensure that the covered services will be paid. Later, if you receive payment for the expenses, you will have to repay the amount you received from PEIA. See "Subrogation" on page 83 for details.

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### FILING CLAIMS FOR COURT-ORDERED DEPENDENTS (COD)

If you are the custodial parent of a child who is covered under the other parent's PEIA plan as a result of a court order, you must use the court-ordered dependent's I.D. card at a participating pharmacy to receive prescription benefits.

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## CLAIMS INCURRED OUTSIDE OF THE U.S.A.

If you or a covered dependent incur prescription drug expenses while outside the United States, you will be required to pay the provider yourself. Request an itemized bill containing all the information listed above from your provider and submit the bill along with a claim form to ESI.

ESI will determine, through a local banking institution, the currency exchange rate and you will be reimbursed according to the terms of PEIA Special Medicare Plan.

## MEDICARE PART D

Medicare offers prescription drug coverage through Medicare Part D. Please be aware that you should NOT purchase a separate Medicare Part D plan. PEIA will provide prescription drug coverage to its Medicare members through a Medicare Part D Plan administered by Express Scripts, Inc.

If you are a Medicare Advantage plan member and 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 A & B for medical coverage and your Medicare Part D plan with no secondary coverage.

## MEDICARE PART D CREDITABLE COVERAGE NOTICE

This is information about prescription drug coverage for all PEIA Special Medicare Plan members. It does not apply to Medicare-eligible retired employees or dependents of Medicare-eligible retirees who are enrolled in PEIA's Medicare Advantage plan. It explains the options you have under Medicare prescription drug coverage and can help you decide whether or not you want to enroll. At the end of this notice is information about where you can get help to make decisions about your prescription drug coverage.

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare through Medicare prescription drug plans and Medicare Advantage Plans that offer prescription drug coverage (MAPD plans). All Medicare prescription drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. PEIA has determined that the prescription drug coverage offered by the PEIA Special Medicare Plan is, on average for all plan participants, expected to pay out as much as the standard Medicare prescription drug coverage will pay and is considered Creditable Coverage.

Because your existing coverage is on average at least as good as standard Medicare prescription drug coverage, you can keep this coverage and not pay extra if you later decide to enroll in Medicare prescription drug coverage.

Individuals can enroll in a Medicare prescription drug plan when they first become eligible for Medicare and each year from November 15 through December 31. Beneficiaries leaving employer/union coverage may be eligible for a Special Enrollment Period to sign up for a Medicare prescription drug plan.

You should compare your current coverage, including which drugs are covered, with the coverage and cost of the plans offering Medicare prescription drug coverage in your area.

If you do decide to enroll in a Medicare prescription drug plan and drop your PEIA Special Medicare Plan prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back. Please contact us for more information about what happens to your coverage if you enroll in a Medicare prescription drug plan.

You should also know that if you drop or lose your coverage with PEIA and don't enroll in Medicare prescription drug coverage after your current coverage ends, you may pay more (a penalty) to enroll in Medicare prescription drug coverage later.

If you go 63 days or longer without prescription drug coverage that's at least as good as Medicare's prescription drug coverage, your monthly premium will go up at least 1% per month for every month that you did not have that coverage. For

example, if you go nineteen months without coverage, your premium will always be at least 19% higher than what many other people pay. You'll have to pay this higher premium as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following November to enroll.

For more information about this notice or your current prescription drug coverage...

Contact our office for further information at 1-888-680-7342. NOTE: You will receive this notice annually and at other times in the future such as before the next period you can enroll in Medicare prescription drug coverage, and if this coverage through PEIA changes. You also may request a copy.

For more information about your options under Medicare prescription drug coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the Medicare & You handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare prescription drug plans. For more information about Medicare prescription drug plans:

- Visit [www.medicare.gov](http://www.medicare.gov)
- Call your State Health Insurance Assistance Program (see your copy of the Medicare & You handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

For people with limited income and resources, extra help paying for Medicare prescription drug coverage is available. Information about this extra help is available from the Social Security Administration (SSA) online at

[www.socialsecurity.gov](http://www.socialsecurity.gov), or you call them at 1-800-772-1213 (TTY 1-800-325-0778).

## APPEALING A DRUG CLAIM

If you think that an error has been made in processing your prescription drug claim or in a prescription benefit determination or denial, first call Express Scripts or RDT (depending on the nature of your complaint) to ask for details. If you are not satisfied with the outcome of your telephone inquiry, the second step is to appeal to Express Scripts or RDT in writing. Please have your physician provide any additional relevant clinical information to support your request. Mail your request with the above information to:

Type of Error	Who to Call	Where to Write
Prior Authorization error or denial (for Physician's offices or pharmacists ONLY)	RDT 1-800-847-3859	Rational Drug Therapy Program WVU School of Pharmacy PO BOX 9511 HSCN Morgantown, WV 26506
Prescription drug claim payment error or denial	Express Scripts 1-877-256-4680	Express Scripts, Inc. Clinical Appeals - (Client-WVA) BL0390 6625 W. 78th Street Bloomington, MN 55439

Express Scripts or RDT will respond in writing to you and/or your physician with a letter explaining the outcome of the appeal. If this does not resolve the issue, the third step is to appeal in writing to the director of PEIA. Your physician must request a review in writing within sixty (60) days of receiving the decision from Express Scripts or RDT. Mail third step appeals to: **Director, Public Employees Insurance Agency, 601 57<sup>th</sup> St. SE, Charleston, WV 25304-2345.**

Facts, issues, comments, letters, Explanations of Benefits (EOBs), and all pertinent information about the claim and review should be included. When your request for review arrives, PEIA will reconsider the entire case, taking into account any additional materials that have been provided. A decision, in writing, explaining the reason for modifying or upholding the original disposition of the claim will be sent to the covered person or his or her authorized representative. For more information about your drug coverage, please contact Express Scripts at 1-877-256-4680.

## HOW TO REACH EXPRESS SCRIPTS

On the Internet: Reach Express Scripts at [www.express-scripts.com](http://www.express-scripts.com). Visit Express Scripts' website anytime to learn about patient care, refill your mail service prescriptions, check the status of your mail service pharmacy order, request claim forms and mail service order forms or find a participating retail pharmacy near you.

By Telephone: For those insureds who do not have access to Express Scripts via the Internet, you can learn more about your program by calling Express Scripts Member Services at 1-877-256-4680, 24 hours a day, 7 days a week.

Special Services: Express Scripts continually strives to meet the special needs of PEIA's insureds:

- You may call a registered pharmacist at any time for consultations at 1-877-256-4680.
- PEIA's hearing-impaired insureds may use Express Scripts' TDD number at 1-800-972-4348.

Visually impaired insureds may request that their mail service prescriptions include labels in Braille by calling 1-877-256-4680.

## BENEFIT ASSISTANCE PROGRAM

PEIA offers a program to assist Medicare-eligible retired employees with increasing health care costs. To qualify for benefit assistance you must meet **all** of the following criteria:

- Medicare must be your primary insurance,
- you must have 15 or more years of service,
- you must be enrolled in the Medicare Advantage Prescription Drug (MAPD) Plan or the Special Medicare Plan, and
- your household income must have been at or below 250% of the Federal Poverty Level (FPL).

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.

## BENEFIT ASSISTANCE

Benefit assistance is only provided if the policyholder is a Medicare beneficiary. Out of pocket costs for members with benefit assistance are shown below:

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

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



## CONTROLLING COSTS

### PROHIBITION OF BALANCE BILLING

All PEIA health plans are governed in part by the Omnibus Health Care Act which was enacted by the West Virginia Legislature in April 1989. This Law requires that any West Virginia health care provider who treats a PEIA insured must accept assignment of benefits and cannot balance bill the insured for any portion of charges over and above the PEIA fee allowance or for any discount amount applied to a provider's charge or payment. This is known as the "prohibition of balance billing."

A PEIA insured who has Medicare as the primary payor has protection against balance billing when the provider accepts Medicare assignment. If the provider accepts Medicare assignment, you are not responsible for amounts which exceed the Medicare allowances.

### NEW TECHNOLOGIES

Upon FDA approval of new technology, PEIA determines whether or not to cover the item, service or procedure. These new technologies may or may not be covered. PEIA often waits until the new technology proves effective before approving coverage. If you have concerns about coverage of a new technology, contact Wells Fargo TPA for details.

### HEALTHCARE FRAUD AND ABUSE

By law, PEIA must report suspected fraud to the WV Insurance Commission. In addition, PEIA works with the US Attorney's office in the investigation of potential fraud and /or abuse.

Examples of Provider Fraud:

- Waiving member co-pays
- Balance billing members for services
- Billing for services not provided
- Billing for a non-covered service as a covered service (e.g. billing a "tummy tuck" (non-covered) as a hernia repair (covered))
- Billing that appears to be a deliberate claim for duplicate payments for the same services
- Misrepresenting dates, services or identities of members or providers
- Intentional incorrect reporting of diagnoses or procedures to maximize payment (up-coding)
- Billing for separate parts of a procedure rather than the whole (unbundling)
- Accepting or giving kickbacks for member referrals
- Prescribing additional and unnecessary treatments (over-utilization)

Examples of Member Fraud:

- Providing false information when applying for PEIA coverage
- Forging or selling prescription drugs
- "Loaning" or using another's insurance card

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### HOW TO REPORT HEALTHCARE FRAUD AND ABUSE:

If you suspect healthcare fraud, please call the PEIA toll-free number (1-888-680-7342) and ask to speak with a member of the Special Investigations Team or complete the Health Care Fraud and Abuse Form on PEIA's website. You will be asked to provide as much information as possible. PEIA will investigate your concern(s) and if appropriate, refer the information to the appropriate legal authorities.



## COORDINATION OF BENEFITS

In its effort to control health care costs, the PEIA Special Medicare Plan has a coordination of benefits (COB) provision. Under this provision, when a person covered by PEIA also has coverage under another policy (or policies), there are certain rules determining which policy is required to pay benefits first. The policy paying first is called the primary plan, and any other applicable policy is called the secondary plan.

Wells Fargo TPA, on PEIA's behalf, will request information about other coverage using a questionnaire mailed to the policyholder periodically. If the policyholder fails to respond to the questionnaire, claims will be denied until the information is received.

If you have health insurance coverage in addition to the PEIA Special Medicare Plan, it is important to understand how the coordination of benefits provision works. In many instances, if the PEIA Special Medicare Plan is secondary, PEIA will pay little or nothing of the balance of your medical bill. An example of this situation is provided on the next page. In some cases it may be financially advisable to elect only one insurance coverage. If, after reviewing this section, you have questions concerning how PEIA's coordination of benefits provision may affect you, contact a PEIA claims representative at 1-304-558-7850 or toll-free at 1-888-680-7342.

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## COORDINATING PEIA BENEFITS WITH MEDICARE

The PEIA Special Medicare Plan will reimburse the difference between the amount allowed by Medicare and the amount paid by Medicare, less the copayment and/or deductible if the balance is not more than the PEIA Special Medicare Plan would have paid as the primary plan.

When Medicare is your primary insurer, all services are considered in-network and are processed at the higher benefit level.

If you have met your PEIA Special Medicare Plan annual medical deductible, you will pay your copayment, if applicable, and PEIA will usually pay the balance.

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## MEDICARE ORDER OF DETERMINATION

For retirees covered by PEIA and Medicare, regardless of age (see exception below), Medicare is the primary insurer and PEIA is the secondary insurer. All claims must be submitted to Medicare and then to PEIA along with an Explanation of Medicare Benefits (EOMB). Generally claims are submitted to Medicare and then to PEIA by your provider or by Medicare through the Medicare Crossover program.

When you become an eligible beneficiary of Medicare, you must enroll in Medicare Part A and Medicare Part B. 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.

If you do not enroll in Medicare Part B, PEIA will process your claims as if you did have the Part B coverage. In other words, PEIA will pay only the amount we would have paid if Medicare had processed your claim and made a payment.

If you or your dependents have other coverage in addition to PEIA and Medicare, contact Wells Fargo TPA or PEIA to determine what coverage will be primary, secondary or tertiary (third) and whether you need to enroll in Medicare Part B.

Exception: If you are entitled to Medicare as an End Stage Renal Disease (ESRD) beneficiary, call Wells Fargo TPA or PEIA to determine who the primary insurer will be.

**You MUST NOT enroll in a separate Medicare Part D plan**, since PEIA will provide prescription drug coverage for retirees with Medicare.

If you do not enroll in Medicare Parts A & B, your coverage may be terminated.

## RECOVERY OF INCORRECT PAYMENTS

If PEIA discovers that a claim has been paid incorrectly, or that the charges were excessive or for non-covered services, PEIA has the right to recover its payments from any person or any entity.

You must cooperate fully with the PEIA to help it recover any such payment. The PEIA may request refunds or deduct overpayments from a provider's check in order to recover incorrect payments. This provision shall not limit any other remedy provided by law.

## SUBROGATION AND REIMBURSEMENT

PEIA may pay medical expenses on an insured's behalf in those situations where an injury, sickness, disease or disability, is caused in whole or in part by, or results from, the acts or omissions of a third party, or from the acts or omissions of a PEIA insured where other insurance (such as auto or homeowners) is available. As a condition of receiving such expenses, the PEIA and its agents have the right to recover the cost of such medical expenses from the responsible party directly (whether an unrelated third party or another covered insured) or from their insured, if they have already been reimbursed by another. This right is known as subrogation.

The PEIA is legally subrogated to its insured as against the legally responsible party, but only to the extent of the medical expenses paid on the insured's behalf by the PEIA attributable to such sickness, injury, disease, or disability. PEIA has the right to seek repayment of expenses from, among others, the party that caused the illness or injury, his or her liability carrier or the PEIA insured's own auto insurance carrier in cases of uninsured, underinsured motorist coverage, or medical pay provisions. Subrogation applies, but it is not limited to, the following circumstances:

- A) payments made directly by the person who is liable for a PEIA insured's sickness, injury, disease or disability, or any insurance company which pays on behalf of that person, or any other payments on his or her behalf;
- B) any payments, settlements, judgments, or arbitration awards paid by any insurance company under an uninsured, underinsured motorist policy or medical pay provisions on the insured's behalf; and
- C) any payments from any source designed or intended to compensate a PEIA insured for sickness, injury, disease, or disability sustained as the result of the negligence or wrongful action or alleged negligence or wrongful action of another person.

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## YOUR RESPONSIBILITIES:

It is the obligation of the PEIA insured to:

- A) notify the PEIA in writing of any injury, sickness, disease or disability for which the PEIA has paid medical expenses on behalf of a PEIA insured that may be attributable to the wrongful or negligent acts of another person;
- B) notify the PEIA in writing if the insured retains services of an attorney, and of any demand made or lawsuit filed on behalf of a PEIA insured, and of any offer, proposed settlement, accepted settlement, judgment, or arbitration award;
- C) provide the PEIA or its agents with information it requests concerning circumstances that may involve subrogation, provide any reasonable assistance requested in assimilating such information and cooperate with the PEIA or its agents in defining, verifying or protecting its rights of subrogation and reimbursement; and
- D) promptly reimburse the PEIA for benefits paid on behalf of a PEIA insured attributable to the sickness, injury, disease, or disability, once they have obtained money through settlement, judgment, award, or other payment.

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## NON-COMPLIANCE

Failure to comply with any of these requirements may result in:

- A) the PEIA's withholding payment of further benefits; and
- B) an obligation by the PEIA insured to pay costs, attorneys' fees and other expenses incurred by the PEIA in obtaining the required information or reimbursement.

By acceptance of benefits paid under the plan, the PEIA insured agrees that PEIA's rights of subrogation and reimbursement shall have a priority lien and the right of first recovery against any settlement or judgment obtained by or on behalf of an insured. This right shall exist without regard to allocation or designation of the recovery.

These provisions shall not limit any other remedy provided by law. This right of subrogation shall apply without regard to the location of the event that led to or caused the applicable sickness, injury, disease or disability.

Please note: As with any claim, the claims resulting from an accident or other incident which may involve subrogation should be submitted within the PEIA's timely filing requirement of six (6) months. It is not necessary that any settlement, judgment, award, or other payment from a third party have been reached or received before filing a claim with the PEIA or with one of the managed care plans associated with the PEIA.

## AMENDING THE BENEFIT PLAN

The West Virginia Public Employees Insurance Agency reserves the right to amend all or any portion of this Benefit 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 Benefit booklet will be amended within a reasonable time of any such actions. All amendments to the Benefit booklet must be in writing, dated and approved by the Director. The Director shall have sole authority to approve amendments. The Benefit booklet and all approved amendments will be filed with the office of the West Virginia Secretary of State.

## 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:

<b>Retired Employee's Basic Life Monthly Premium</b>	
Under age 67 -- \$5,000	\$4.35
Age 67 and over -- \$2,500	\$2.18

Monthly premiums for Dependent Life insurance are:

<b>Retired Employee Dependent Life Insurance Rates Monthly Premium</b>	
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-FREE PREMIUMS (DISCOUNTED PREMIUMS)**

Tobacco-Free	Plan 1		Plan 2		Plan 3		Plan 4		Plan 5	
Age	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	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

Tobacco-Free	Plan 6		Plan 7		Plan 8		Plan 9		Plan 10	
Age	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	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

The Tobacco-Free rates are charged to those who have 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.

***To qualify for the Tobacco-free Preferred Premium, you must have been tobacco-free by January 1, 2010. PEIA does not require you to submit an affidavit annually. 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.***

## 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.

Tobacco User	Plan 1		Plan 2		Plan 3		Plan 4		Plan 5	
Age	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	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

Tobacco User	Plan 6		Plan 7		Plan 8		Plan 9		Plan 10	
Age	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	Amount of Coverage	Monthly Premium	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

# 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).

# 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, \_\_\_\_\_, hereby appoint as my representative  
(Insert your name and address)

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 \_\_\_\_\_ 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 Public

## 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

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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

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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

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- 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

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- 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.

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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 information for a number of other specialized 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

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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

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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 57<sup>th</sup> 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](mailto:PEIA.Help@wv.gov)







# Public Employees Insurance Agency

Charleston, WV 25304-2345

WV PEIA, 601 57<sup>th</sup> St. SE, Suite 2,

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

## WHO TO CALL WITH QUESTIONS

**Health Claims and Benefits** - Wells Fargo TPA at 1-304-353-7820 or 1-888-440-7342 (toll-free) or on the web at [www.wellsfargo.com/tpa](http://www.wellsfargo.com/tpa)

**Prescription Drug Benefits and Claims** - Express Scripts at 1-877-256-4680 (toll-free) or on the web at [www.express-scripts.com](http://www.express-scripts.com)

**Common Specialty Medications** - Curascript at 1-866-413-4135 (toll-free)

**Subrogation and Recovery** - Beacon Recovery Group at 1-800-874-0500 (toll-free)

**PEIA** - Answers to questions about eligibility and third-level claim appeals at 1-304-558-7850 or 1-888-680-7342 (toll-free) or on the web at [www.wvpeia.com](http://www.wvpeia.com)

**Minnesota Life** - Answers to questions about life insurance or to file a life insurance claim. Call Minnesota Life at 1-800-203-9515

**Mountaineer Flexible Benefits** - Dental and vision coverage. Fringe Benefits Management Company at 1-800-342-8017 (toll-free) or on the web at [www.myfbmc.com](http://www.myfbmc.com)