# North Dakota Public Employees Retirement System (NDPERS)

# Dakota Retiree Plan

# Medicare Supplement Certificate of Insurance

Plan on the best fit.

North Dakota Public Employees Retirement System
Dakota Plan Health Benefits

SANFORD HEALTH PLAN

# North Dakota Public Employees Retirement System (NDPERS) Dakota Retiree Plan

Medicare Supplement Certificate of Insurance

ATTN: NDPERS
PO Box 91110
Sioux Falls, SD 57109
Toll-Free: (800) 499-3416
TTY/TDD: (877) 652-1844
Fax: (701) 234-4570
sanfordhealthplan.com/ndpers

SANFORD HEALTH PLAN
Medicare Supplement

North Dakota Public Employees Retirement System (NDPERS) has established an employee welfare benefit plan for Eligible Employees, Retirees, and their Eligible Dependents. The following Certificate of Insurance (COI) is provided to you in the same manner as required under the Employee Retirement Income Security Act of 1974. Every attempt has been made to provide concise and accurate information. This Certificate of Insurance and the NDPERS Service Agreement, together, are the official benefit plan document for the employee welfare benefit plan established by the Plan Administrator. In case of conflict between this Certificate of Insurance and the NDPERS Service Agreement, the provisions of the NDPERS Service Agreement will control.

Although it is the intention of the Plan Administrator to continue the employee welfare benefit plan for an indefinite period of time, the Plan Administrator reserves the right, whether in an individual case or in general, to eliminate the Benefit Plan.

Sanford Health Plan shall construe and interpret the provisions of the Service Agreement, the Certificate of Insurance and related documents, including doubtful or disputed terms and to determine all questions of eligibility; and to conduct any and all reviews of claims denied in whole or in part.

## PLAN NAME

North Dakota Public Employees Retirement System – Dakota Retiree Plan

## NAME AND ADDRESS OF EMPLOYER (PLAN SPONSOR)

North Dakota Public Employees Retirement System
400 East Broadway, Suite 505
PO Box 1657
Bismarck, ND 58502

## PLAN SPONSOR'S IRS EMPLOYER IDENTIFICATION NUMBER

45-0282090

## TYPE OF WELFARE PLAN

Health

## TYPE OF ADMINISTRATION

This employee welfare benefit plan is fully insured through Sanford Health Plan and issued by Sanford Health Plan.

## NAME AND ADDRESS OF SANFORD HEALTH PLAN

Sanford Health Plan
300 Cherapa Place, Suite 201
Sioux Falls, SD 57103

## PLAN ADMINISTRATOR'S NAME, BUSINESS ADDRESS AND BUSINESS TELEPHONE NUMBER

North Dakota Public Employees Retirement System
400 East Broadway, Suite 505
PO Box 1657
Bismarck, ND 58502
1-800-803-7377 | 701-328-3900

## NAME AND ADDRESS OF AGENT FOR SERVICE OF LEGAL PROCESS

| Plan Administrator | Sanford Health Plan |
|---|---|
| North Dakota Public Employees Retirement System | Sanford Health Plan |
| Sparb Collins, Executive Director | ATTN: President |
| 400 East Broadway, Suite 505 | 300 Cherapa Place, Suite 201 |
| PO Box 1657 | PO Box 91110 |
| Bismarck, ND 58502 | Sioux Falls, SD 57109-1110 |

*Service of legal process may be made upon a Plan trustee or the Plan Administrator.*

## TITLE OF EMPLOYEES AUTHORIZED TO RECEIVE PROTECTED HEALTH INFORMATION

- Administrative Services Division
- Accounting Division
- Benefit Program Development & Research
- Internal Audit Division
- Accounting & IT Division
- Benefit Programs Division
- Executive Director

This includes every employee, class of employees, or other workforce person under control of the Plan Sponsor who may receive the Member's Protected Health Information relating to payment under, health care operations of, or other matters pertaining to the Benefit Plan in the ordinary course of business. These identified individuals will have access to the Member's Protected Health Information only to perform the plan administrative functions the Plan Sponsor provides to the Benefit Plan. Such individuals will be subject to disciplinary action for any use or disclosure of the Member's Protected Health Information in breach or in violation of, or noncompliance with, the privacy provisions of the Benefit Plan. The Plan Sponsor shall promptly report any such breach, violation, or noncompliance to the Plan Administrator; will cooperate with the Plan Administrator to correct the breach, violation and noncompliance to impose appropriate disciplinary action on each employee or other workforce person causing the breach, violation, or noncompliance; and will mitigate any harmful effect of the breach, violation, or noncompliance on any Member whose privacy may have been compromised.

## STATEMENT OF ELIGIBILITY TO RECEIVE BENEFITS

Retirees or surviving spouses who are age 65 or entitled to Medicare and are receiving a retirement benefit from the Public Employees Retirement System, the Highway Patrolmen's Retirement System, the Teachers' Insurance and Annuity Association of America-College Retirement Equities Fund (TIAA-CREF), the Job Service Retirement System, Judges' Retirement System, the Teachers' Fund for Retirement (TFFR), or an eligible public retirement system are eligible to receive benefits.

An eligible retiree or surviving spouse is entitled to coverage if an application is submitted within thirty-one (31) days of Medicare entitlement. Each eligible retiree may elect to enroll his/her Eligible Dependents. Eligible employees include Medicare-eligible retired and terminated employees, and their Eligible Dependents, who remain eligible to participate in the uniform group insurance program pursuant to applicable state law as provided in N.D.C.C. §54-52.1-03. For a comprehensive description of eligibility, refer to the NDPERS web site at www.nd.gov/ndpers.

Eligibility to receive benefits under the Benefit Plan is initially determined by the Plan Administrator. When an eligible retiree meets the criteria for eligibility, a membership application must be completed. NDPERS has the ultimate decision making authority regarding eligibility to receive benefits.

## DESCRIPTION OF BENEFITS

Refer to Section III.

## SOURCES OF PREMIUM CONTRIBUTIONS TO THE PLAN AND THE METHOD BY WHICH THE AMOUNT OF CONTRIBUTION IS CALCULATED

The contributions for single and family coverage are paid by the retiree or surviving spouse.

## END OF THE YEAR DATE FOR PURPOSES OF MAINTAINING THE PLAN'S FISCAL RECORDS

June 30

## SUMMARY NOTICE AND IMPORTANT PHONE NUMBERS

This COI describes in detail your health care Benefit Plan and governs the Plan's coverage. This COI, any amendments, and related documents comprise the entire Plan between the NDPERS and the Claims Administrator.

A thorough understanding of your coverage will enable you to use your benefits wisely. Please read this COI carefully. If you have any questions about the benefits, please contact Sanford Health Plan's Member Services Department.

This COI describes in detail the Covered Services provisions and other terms and conditions of the Plan.

| Physical Address | Mailing Address |
|---|---|
| Sanford Health Plan<br>300 Cherapa Place, Suite 201<br>Sioux Falls, SD 57103 | Sanford Health Plan<br>ATTN: NDPERS<br>PO Box 91110<br>Sioux Falls, SD 57109-1110 |
| **Member Services** | **Preauthorization/Prior Approval** |
| (800) 499-3416 *(toll-free)* or<br>TTY/TDD: 1-877-652-1844 *(toll-free)* | The Hospital, your Provider, or you should call:<br>(888) 315-0885 *(toll-free)* or<br>TTY/TDD: (877) 652-1844 *(toll-free)* |
| **Sanford Health Plan Physician Locator** | **Website** |
| If you need to locate a provider in your area, call *(toll-free)*:<br>(800) 499-3416 or TTY/TDD: (877) 652-1844 | www.sanfordhealthplan.com/ndpers |

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# IMPORTANT INFORMATION

Your Medicare supplement health care coverage was developed to help you pay for some of your health care expenses not paid in full by Medicare. *This coverage only pays for those services accepted and approved by Medicare with the exception of benefits for Medically Necessary Emergency Care in a foreign country.*

To understand your supplemental benefits, you must first understand your Medicare benefits. Therefore, it is very important that you read your *Medicare Handbook* carefully. If you do not have a Medicare Handbook, you may order one by calling your Social Security office.

Medicare benefits are divided into two categories: Medicare Part A and Medicare Part B.

- MEDICARE PART A
  Medicare Part A helps pay for inpatient hospital care, care in a skilled nursing facility, home health care, and hospice services. We offer you supplemental benefits in all of these categories.

- MEDICARE PART B
  Medicare Part B helps pay for physician services, outpatient hospital services, durable medical equipment, and a number of other medical services and supplies that are not covered by Medicare Part A. We offer you supplemental benefits in all these categories as stated in *SECTION III: Schedule of Benefits,* with the addition of benefits for Medically Necessary Emergency Care in a foreign country.

## Special Communication Needs

In compliance with the Americans with Disabilities Act (ADA), this document can be provided in alternate formats. Anyone with any disability who might need some form of accommodation or assistance concerning the services or information provided, please contact the NDPERS ADA Coordinator at 701-328-3900. The North Dakota Relay Service (TTY) toll-free number is (800) 366-6888.

Please call Sanford Health Plan Member Services if you need help understanding written Plan information at (800) 499-3416 *(toll-free)*. We can read forms to you over the phone and we offer free oral translation in any language through our translation services.

### Services for the Deaf and Hearing Impaired

If you are deaf or hearing impaired and need to speak to the Plan, call TTY/TDD: (877) 652-1844 *(toll-free)*.

### Services for Visually Impaired

Please contact Member Services toll-free at (800) 499-3416 if you are in need of a large print copy or cassette/CD of this COI or other written materials.

## Translation Services

The Plan can arrange for translation services. Free written materials are available in several different languages and free oral translation services are available. Call toll-free 1-877-652-1844 for help and to access translation services.

English: We have free interpreter services to answer any questions you may have about our health or drug plan. To get an interpreter, just call us at 1-877-652-1844 *(toll-free)*. Someone who speaks English/Language can help you. This is a free service.

Spanish: Tenemos servicios de intérprete sin costo alguno para responder cualquier pregunta que pueda tener sobre nuestro plan de salud o medicamentos. Para hablar con un intérprete, por favor llame al 1-877-652-1844 *(toll-free)*. Alguien que hable español le podrá ayudar. Este es un servicio gratuito.

Chinese Mandarin: 我们提供免费的翻译服务，帮助您解答关于健康或药物保险的任何疑 问。如果您需要此翻译服务，请致电 1-877-652-1844 *(toll-free)*. 我们的中文工作人员很乐意帮助您。 这是一项免费服务。

Chinese Cantonese: 您對我們的健康或藥物保險可能存有疑問，為此我們提供免費的翻譯 服務。如需翻譯服務，請致電 1-877-652-1844 *(toll-free)*。我們講中文的人員將樂意為您提供幫助。這 是一項免費服務。

Tagalog: Mayroon kaming libreng serbisyo sa pagsasaling-wika upang masagot ang anumang mga katanungan ninyo hinggil sa aming planong pangkalusugan o panggamot. Upang makakuha ng tagasaling-wika, tawagan lamang kami sa 1-877-652-1844 *(toll-free)*. Maaari kayong tulungan ng isang nakakapagsalita ng Tagalog. Ito ay libreng serbisyo.

French: Nous proposons des services gratuits d'interprétation pour répondre à toutes vos questions relatives à notre régime de santé ou d'assurance-médicaments. Pour accéder au service d'interprétation, il vous suffit de nous appeler au 1-877-652-1844 *(toll-free)*. Un interlocuteur parlant Français pourra vous aider. Ce service est gratuit.

Vietnamese: Chúng tôi có dịch vụ thông dịch miễn phí để trả lời các câu hỏi về chương sức khỏe và chương trình thuốc men. Nếu quí vị cần thông dịch viên xin gọi 1-877-652-1844 *(toll-free)* sẽ có nhân viên nói tiếng Việt giúp đỡ quí vị. Đây là dịch vụ miễn phí .

German: Unser kostenloser Dolmetscherservice beantwortet Ihren Fragen zu unserem Gesundheits- und Arzneimittelplan. Unsere Dolmetscher erreichen Sie unter 1-877-652-1844 *(toll-free)*. Man wird Ihnen dort auf Deutsch weiterhelfen. Dieser Service ist kostenlos.

Korean: 당사는 의료 보험 또는 약품 보험에 관한 질문에 답해 드리고자 무료 통역 서비스를 제공하고 있습니다. 통역 서비스를 이용하려면 전화 1-877-652-1844 *(toll-free)* 번으로 문의해 주십시오. 한국어를 하는 담당자가 도와 드릴 것입니다. 이 서비스는 무료로 운영됩니다.

Russian: Если у вас возникнут вопросы относительно страхового или медикаментного плана, вы можете воспользоваться нашими бесплатными услугами переводчиков. Чтобы воспользоваться услугами переводчика, позвоните нам по телефону 1-877-652-1844 *(toll-free)*. Вам окажет помощь сотрудник, который говорит по-русски. Данная услуга бесплатная.

Arabic:
إننا نقدم خدمات المترجم الفوري المجانية للإجابة عن أي أسئلة تتعلق بالصحة أو جدول الأدوية لدينا. للحصول على مترجم فوري، ليس عليك بمساعدتك. هذه خدمة مجانية سوى الاتصال بنا على 1-877-652-1844. سيقوم شخص ما يتحدث العربية.

Hindi: हमारे स्वास्थ्य या दवा की योजना के बारे में आपके किसी भी प्रश्न के जवाब देने के लिए हमारे पास मुफ्त दुभाषिया सेवाएँ उपलब्ध हैं. एक दुभाषिया प्राप्त करने के लिए, बस हमें 1-877-652-1844 (toll-free) पर फोन करें. कोई व्यक्ति जो हिन्दी बोलता है आपकी मदद कर सकता है. यह एक मुफ्त सेवा है.

Italian: È disponibile un servizio di interpretariato gratuito per rispondere a eventuali domande sul nostro piano sanitario e farmaceutico. Per un interprete, contattare il numero 1-877-652-1844 *(toll-free)*. Un nostro incaricato che parla Italianovi fornirà l'assistenza necessaria. È un servizio gratuito.

Portugués: Dispomos de serviços de interpretação gratuitos para responder a qualquer questão que tenha acerca do nosso plano de saúde ou de medicação. Para obter um intérprete, contacte-nos através do número 1-877-652-1844 *(toll-free)*. Irá encontrar alguém que fale o idioma Português para o ajudar. Este serviço é gratuito.

French Creole: Nou genyen sèvis entèprèt gratis pou reponn tout kesyon ou ta genyen konsènan plan medikal oswa dwòg nou an. Pou jwenn yon entèprèt, jis rele nou nan 1-877-652-1844 *(toll-free)*. Yon moun ki pale Kreyòl kapab ede w. Sa a se yon sèvis ki gratis.

Polish: Umożliwiamy bezpłatne skorzystanie z usług tłumacza ustnego, który pomoże w uzyskaniu odpowiedzi na temat planu zdrowotnego lub dawkowania leków. Aby skorzystać z pomocy tłumacza znającego język polski, należy zadzwonić pod numer 1-877-652-1844 *(toll-free)*. Ta usługa jest bezpłatna.

Japanese: 当社の健康 健康保険と薬品 処方薬プランに関するご質問にお答えするため に、無料の通訳サービスがありますございます。通訳をご用命になるには、1-877-652-1844 *(toll-free)* にお電話ください。日本語を話す人 者 が支援いたします。これは無料のサー ビスです。

# INTRODUCTION

This Benefit Plan describes the benefits available to you as a person enrolled under the North Dakota Public Employees Retirement System (NDPERS – Dakota Retiree Plan, which is a Medicare Supplement Benefit Plan).

This Benefit Plan, together with your application for coverage, is a legal agreement between Sanford Health Plan, and You, the Certificate holder, as named on Your Identification Card.

The benefits described are available as long as the required premium is paid. Changes to provisions or premium amounts by NDPERS will be sent to the Certificate holder's address as shown in NDPERS records by ordinary mail no less than thirty-one (31) days prior to the effective date of change.

Benefits described in this Benefit Plan are available to you, for your personal use only, and cannot be transferred or assigned. Any attempt to transfer or assign the benefits of this Benefit Plan to ineligible persons will result in automatic termination of this Benefit Plan by Sanford Health Plan.

You, as the Certificate holder, hereby expressly acknowledge and understand that this Benefit Plan was not entered into based upon representations by any person or entity other than Sanford Health Plan and that no person, entity, or organization other than Sanford Health Plan shall be held accountable or liable to the Certificate holder for any of Sanford Health Plan's obligations to the Certificate holder created under this Benefit Plan. This paragraph shall not create any additional obligations whatsoever on the part of Sanford Health Plan other than those obligations created under other provisions of this Benefit Plan.

Sanford Health Plan (Referred to in this contract as "we", "us", "our", or "the Plan") will provide the coverage stated in this Certificate subject to the provisions and limitations contained herein. We have issued this Certificate in consideration of the payment of the first premium and the statements made in your application.

## Cancellation of this or Previous Benefit Plans

A. The Certificate holder may cancel this Benefit Plan at any time by giving written notice to NDPERS in advance of the requested cancellation date. Coverage will be cancelled the first (1st) of the month following NDPERS' receipt of the request for cancellation. Premium paid beyond the date of cancellation will be refunded.

B. This Benefit Plan supersedes all Benefit Plans previously issued under the NDPERS Dakota Retiree Plan.

C. Sanford Health Plan may cancel this Benefit Plan for the following reasons:
   1. Nonpayment of required premium.
   2. Misrepresentation of a material fact by the Certificate holder.

## Certificate Term and Renewal

This Certificate is automatically renewed each month with your premium payments unless it is terminated by you or us. Renewal premiums must be paid on or before the renewal date or during the thirty-one (31) days that follow. We cannot refuse to renew this Certificate or place any restrictions on it if you pay the premiums on time. In the event of termination for nonpayment of premium, reinstatement of this Benefit Plan will be at the sole discretion of and subject to conditions established by Sanford Health Plan.

If premium amounts are determined according to age; and it is determined the age has been misstated or miscalculated, premium adjustments will be made as follows:

- If premium amounts were paid in excess of the amount due, the excess premium will be refunded.
- If the premium amount billed was less than required for the age, premium will be increased on the next billing date.

We will send you a written notice at least thirty-one (31) days in advance when we change the premium rates for all Certificates of this form issued by us and in force in North Dakota.

## Notice to Buyer

This Certificate may not cover all of the costs associated with medical care incurred by the Buyer during the period of coverage. You are advised to review carefully all Certificate limitations.

## Read Your Certificate Carefully

It is a legal contract between You and Us.

# DEFINITIONS

## Definitions of Terms Included In This Certificate

This section provides an alphabetical list of certain terms and their meaning as used in this Certificate. Defined terms are capitalized wherever they occur in the Certificate.

**Accident** means accidental bodily injury or injuries sustained by the insured person that occurs while insurance coverage is in force and for which benefits are provided as a direct result, independent of disease or bodily injury or any other cause. This definition does not include injuries for which benefits are provided or available under any workers' compensation, employer's liability or similar law, or motor vehicle no-fault plan.

**Assignment** means a provider or supplier agrees to accept Medicare's approved charge as full payment for a service or supply. This does not include any deductible or coinsurance amount you are responsible for paying.

**Benefit Period** means a period of consecutive days that begins with the first day (not included in the previous spell of illness) on which you are furnished inpatient hospital, skilled nursing, or rehabilitation services by a qualified provider in a month for which you are entitled to Medicare Part A benefits. A benefit period ends when you have been out of a hospital or other facility primarily providing skilled nursing or rehabilitation services for sixty (60) days in a row (including the day of discharge).

**Calendar Year** means the twelve-month period that begins on January 1 and ends with December 31. When you first become covered under this Certificate, the first Calendar Year begins for you on the effective date of your Certificate and ends on the following December 31.

**Certificate** (may also be called **Benefit Plan** or **Contract**) means the benefits available to you as a person enrolled under the North Dakota Public Employees Retirement System (NDPERS – Dakota Retiree Plan, which is a Medicare Supplement Benefit Plan). This Certificate, together with your application for coverage, is a legal agreement between Sanford Health Plan, and You, the Certificate holder, as named on Your Identification Card.

**Certificate holder** means You, the person who signed for this Certificate. Certificate is also referred to in this document as "Benefit Plan."

**Copayment or Coinsurance** means that portion of expenses which must be paid by you.

**Covered Services** means Medically Necessary, Medicare-approved services and supplies that qualify for payment of benefits under this Certificate.

**Custodial Care** means Room and Board and other care which is provided for a person due to a mental or physical condition mainly to aid the person in daily living or meeting personal needs.

**Deductible** (may also be called **Out-of-Pocket Deductible** or **Medicare Deductible**) means the amount of covered expenses which you must pay yourself before benefits will be paid.

**Emergency Medical Condition or Emergency Care** means the sudden and unexpected onset of a health condition that would lead a Prudent Layperson acting reasonably and possessing the average knowledge of health and medicine to believe that the absence of that requires immediate medical attention , if failure to provide medical attention would could result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part or would place the person's health, or with respect to a pregnant woman, the health of the woman or her unborn child, in serious jeopardy.

**Group** means the Plan Sponsor that has signed an agreement with Sanford Health Plan to provide health care benefits for Certificate holders.

**Health Care Expenses** means expenses of health maintenance organizations associated with the delivery of health care services, which expenses are analogous to incurred losses of insurers. Such expenses shall not include: home office and overhead costs; advertising costs commissions and other acquisition costs taxes, capital costs, administrative costs and claims processing costs.

**Hospital** means a place which provides care and treatment for sick or injured persons as resident bed patients. It must also have:

1. A Registered Graduate Nurse (R.N.) on duty or on call at all times to supervise 24-hour nursing service;
2. The means for diagnosis, treatment and surgery on its premises or in facilities available on a contractually prearranged basis; and
3. A physician is present or on call at all times to supervise all care.

It must be licensed by the laws of the jurisdiction where it is located and run as a Hospital as defined by those laws.

Its main purpose must not be to provide rest, educational or custodial care, care for the aged-or treatment such as that provided by a convalescent home or sanitarium. A place that treats mental or nervous disorders, or provides treatment of a physical disability, will be deemed a Hospital even if it does not have a means for surgery, if it qualifies in all other respects.

**Injury** means accidental bodily injury sustained by the insured which is the direct cause of loss, independent of disease, bodily infirmity or other causes. This definition does not include injuries for which benefits are provided or available under any workers' compensation, employer's liability or similar law, or motor vehicle no-fault plan.

**Inpatient Lifetime Reserve Days** means the additional non-renewable sixty (60) days of hospital coverage provided under Medicare Part A for an admission which exceeds ninety (90) days. **Important Note:** Once you use an Inpatient Lifetime Reserve Day, it is not replaced because Inpatient Lifetime Reserve Days are non-renewable.

**Medically Necessary or Medical Necessity** means services that are appropriate and necessary as determined by a Provider, in terms or type, frequency, level, setting, and duration, according to your diagnosis or condition, and diagnostic testing and preventive services. Medically Necessary care must:

a. be consistent with generally accepted standards of medical practice as recognized by the Plan, as determined by health care Providers in the same or similar general specialty as typically manages the condition, procedure, or treatment at issue; and
b. help restore or maintain your health; or
c. prevent deterioration of your condition; or
d. prevent the reasonably likely onset of a health problem or detect an incipient problem

**Medicare** means "The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965" as then constituted, or later amended.

**Medicare Part A** means insurance to cover Hospital expenses, such as Room and Board and other inpatient Hospital services.

**Medicare Part B** means insurance to cover medical expenses, such as Physicians' services, outpatient Hospital services and a number of other non-hospital medical services and supplies.

**Medicare Eligible Expenses** means expenses which are of the kind covered by Medicare, to the extent recognized as reasonable and Medically Necessary by Medicare.

**Medicare Summary Notice (MSN)** is a form summarizing the action Medicare took on your claim and what amount, if any, Medicare paid for the services you received.

**Nurse** means one of the following licensed professionals:
1. Registered Nurse (R.N.);
2. Licensed Practical Nurse (L.P.N.); or
3. Licensed Vocational Nurse (L.V.N.).

**Physician** means a person who is licensed to practice the healing arts. The Physician must perform only those services permitted by his or her license. Examiners as a physician, or similar boards in other states, and those licensed persons required by State insurance laws to be reimbursed for services legally performed and covered under this Certificate. **Important Note:** This definition will apply to this Certificate only to the extent that it is not more restrictive than the definition of *physician* as defined in the Medicare program. Services rendered otherwise shall not be covered by this Certificate. "Physician" does not include you or any immediate family member. This exclusion does not apply to those in areas in which the immediate family member is the only physician in the area and acting within the scope of their normal employment.

**Plan Administrator** means the North Dakota Public Employees Retirement System (NDPERS).

**Protected Health Information (PHI)** means individually identifiable health information, including summary and statistical information, collected from You or on Your behalf that is transmitted by or maintained in electronic media, or transmitted or maintained in any other form or medium and that:
a. is created by or received from a Health Care Provider, health care employer, or health care clearinghouse;
b. relates to Your past, present or future physical or mental health or condition;
c. relates to the provision of health care to You;
d. relates to the past, present, or future payment for health care to You or on Your behalf; or
e. identifies You or could reasonably be used to identify You.

Educational records and employment records are not considered PHI under federal law.

**Provider** means any licensed or approved health care professional including a physician, psychologist (who has a doctorate degree in psychology with two years clinical experience or who meets the standards of a national register), a chiropractor, optometrist, podiatrist, physical therapist, oral surgeon, certified registered nurse anesthetist, or any other provider approved by Medicare.

**Prudent Layperson** means a person who is without medical training and who possess an average knowledge of health and medicine and who draws on his or her practical experience when making a decision regarding the need to seek emergency medical treatment.

**Qualifying Previous Coverage** means with respect to an individual, health benefits, or coverage provided under any of the following:
a. A group health benefit plan;
b. A health benefit plan;
c. Medicare Part A or Part B;
d. Medicaid, other than coverage consisting solely of benefits under a program for distribution of pediatric vaccines;
e. TRICARE (the health care program for military dependents and retirees);
f. A medical care program of the Indian Health Service or of a tribal organization;
g. A state health benefit risk pool, including coverage issued under N.D.C.C. §26.1-08;
h. A Federal Employees Health Benefits Program;
i. A public health plan as defined in federal regulations; and
j. A health benefit plan under §5(e) of the Peace Corps Act [Pub. L. 87-293; 75 Stat. 612; 22 U.S.C. 2504(e)].

Qualifying Previous Coverage must be continuous until at least sixty-three (63) days prior to the Subscriber's Effective Date under this Benefit Plan.

**Sickness** means illness or disease of the insured person that occurs while insurance coverage is in force. This definition does not include sickness or diseases for which benefits are provided or available under any workers' compensation, employer's liability or similar law, or motor vehicle no-fault plan.

**Skilled Nursing Facility** means a place which, by law, provides care and treatment to persons who are convalescing as resident bed patients' from a Sickness or Injury after a Hospital stay. It must also:

1. Qualify as a Skilled Nursing Facility under Medicare, or be qualified to receive such approval if requested;
2. Have a registered graduate nurse (R.N.) on duty or on call in the place at all times to supervise 24-hour nursing service;
3. Have a Physician to supervise the operation of the place, and
4. Maintain daily medical records for all patients.

Its main purpose must not be to provide Custodial Care, rest-care for the aged or treatment such as that provided by a clinic or sanitarium.

**Total Disability or Totally Disabled** means your inability, as a result of injury or sickness, to perform the substantial and material duties of your own occupation or any occupation for which you are fitted by reason of education, training or experience.

**Urgent Care Situation** means a degree of illness or injury which is less severe than an Emergency Condition, but requires prompt medical attention within twenty-four (24) hours, such as stitches for a cut finger. Urgent care means a request for a health care service or course of treatment with respect to which the time periods for making a non-Urgent Care Request determination:

- Could seriously jeopardize the life or health of the Certificate holder or the ability of the Certificate holder to regain maximum function, based on a prudent layperson's judgment; or
- In the opinion of a Practitioner and/or Provider with knowledge of the Certificate holder's medical condition, would subject the Certificate holder to severe pain that cannot be adequately managed without the health care service or treatment that is the subject of the request.

**We, Us** or **Our** means Sanford Health Plan.

**You** or **Your** means the insured under this Certificate. Also known as the Certificate holder.

# SECTION I - SERVICES NOT COVERED

No benefits are available for:

1. Services received prior to the Effective Date of this Benefit Plan.
2. Services not allowed by Medicare as Benefits, except as stated in *Section III, Schedule of Benefits.*
3. Services denied by Medicare, except as stated in *Section III, Schedule of Benefits.*
4. Expenses incurred prior to this Certificate's effective date or while your Certificate is not in force.
5. Services when benefits are provided by any governmental unit or social agency, except for Medicaid, or when payment has been made under Medicare Part A or Part B. Medicare Part A and Part B will be considered the primary payor with respect to benefit payments, unless otherwise required by federal law.
6. Services that are experimental or investigative in nature or that are not Medically Necessary as determined by Medicare.
7. Outpatient prescription drugs, unless eligible under Medicare.
8. Services received from a Hospital or a distinct part of a Hospital located in the United States that is not certified by Medicare.
9. Custodial care provided in a Hospital or by a home health agency.
10. Skilled Nursing Facility care costs beyond what is covered by Medicare and this Benefit Plan.
11. Surgery and related services intended solely to improve appearance, but not to restore bodily function or to correct deformity resulting from disease, trauma, congenital or developmental anomalies or previous therapeutic processes.
12. Services when benefits are provided or available under any workers' compensation, employers' liability or similar law, or motor vehicle no-fault plan, unless prohibited by law.
13. Services, treatments or supplies that are not a Medicare Eligible Expense.

If you have any questions after reading your Medicare Handbook and this Certificate, please call Member Services toll-free at (800) 499-3416 | TTY/TDD: (877) 652-1844 *(toll-free)*.

# SECTION II - CERTIFICATE PROVISIONS

## The documents that make up your contract with us consist of:

- The application you submitted;
- This Benefits Certificate; and
- Any amendments.

## Persons Eligible for Coverage

To be eligible for coverage under this Certificate, you must be:

1. Eligible for Medicare;
2. Enrolled in both Medicare Parts A and B; and
3. Eligible for NDPERS Dakota Retiree Plan Coverage.

## Effective Date of Insurance

We must receive your Application for Coverage prior to the requested effective date. The effective date of insurance shall then be the date listed on your Application for Coverage or upon underwriting approval (if applicable), whichever is later.

## Premiums

1. Premium Changes.
   We will send you a written notice at least thirty-one (31) days in advance when we change the premium rates for all Certificates of this form issued by us and in force in North Dakota.

2. Payment of Premium. All premiums are due and payable on the first of the month. If premium is not received before the date due, a grace period of thirty-one (31) days is allowed. The Certificate holder remains responsible for payment of any premium due during the grace period. In the event of termination for nonpayment of premium, reinstatement of this Benefit Plan will be at the sole discretion of and subject to conditions established by NDPERS.

3. Grace Period. If any premium is not paid within the time allowed for payment, the grace period will begin. A grace period of thirty-one (31) days will be granted for the payment of each premium. During this grace period, the Certificate shall continue in force.

4. Lapse in Coverage. If you fail to pay the premium within the thirty-one (31) day grace period, your coverage will lapse.

5. Reinstatement. You may request reinstatement of this Certificate by submitting new applications to reinstate your health and prescription drug coverage. NDPERS will give you written notice of the decision to accept or deny your application. If reinstated, this Certificate will cover only claims that occurred after the date of reinstatement.

## How Payment Works

When a physician or supplier agrees to accept the charge approved by Medicare as full payment for covered services, he or she is said to accept *assignment.* All physicians who participate in the Medicare program agree to accept assignment. If you are not sure if your physician participates in the Medicare program, ask, and he or she will tell you.

If a physician does not accept assignment, he or she may collect more than Medicare's approved amount; we will pay this difference for you when this happens.

If your provider accepts assignment, we will send our payment directly to that provider. If your provider does not accept assignment, we send our payments to you, or, in the event of your death, to your estate.

## Filing Claims

You do not need to file a claim for your services. By law, physicians or other suppliers must fill out claim forms for you and send them to Medicare, even if they do not accept assignment. We will accept notice from Medicare Carriers on claims submitted on your behalf by physicians and suppliers or you may submit the Medicare Summary Notice (MSN). Notice of claims should include your name and Certificate number.

You should always make sure your providers know that you have supplemental coverage with us. When you receive health services in North Dakota, Medicare will automatically send your claim to us.

### Out-of-State Services

If you receive health services outside of North Dakota, the provider will submit your claim to the Medicare office in that state. After the office processes the claim, you will receive a Medicare Summary Notice (MSN). If the *Notes* section of the MSN says that the information is being sent to your private insurer, we will automatically receive the MSN. If the MSN does not say your private insurer is receiving the information, you need to send the MSN to us so we can process your Medicare supplement benefits. Be sure your identification number and mailing address are shown accurately on the MSN form. You do not need to complete a claim form, just send the MSN, and keep a copy for your own records.

Send your MSN to:

Sanford Health Plan
NDPERS/Medicare Supplement Claims
PO Box 91110
Sioux Falls, SD 57109-1110

## Authorized Certificate Changes

No agent, employee or representative of ours has authority to change this Certificate or waive any of its provisions.

No change in this Certificate shall be valid until approved by an executive office of the company and unless such approval be endorsed hereon or attached hereto.

## Medicare Deductible and Coinsurance Changes

If Medicare changes its deductible and coinsurance amounts, your Certificate will automatically change to cover the amounts determined by Medicare. Your premium may also be changed at this time. We will give you appropriate notice of such change. This usually happens on January 1st of each year.

## When Coverage Ends

Your coverage will end immediately if any of the following occurs:

1. You fraudulently misrepresent or conceal material facts in your application. If this happens, we will recover any claim payment we made, minus any premium paid.
2. If you fail to pay your premium by the end of the thirty-one (31) day grace period See "*Reinstatement*" in the Premium Section above.
3. You terminate this Certificate by giving written notice of termination to NDPERS in advance of the requested cancellation date. Coverage will be cancelled the first (1st) of the month following NDPERS' receipt of the request for cancellation. Premium paid beyond the date of cancellation will be refunded.
4. You are no longer eligible according to the criteria set forth under "*Persons Eligible for Coverage"* in the *Certificate Provisions* Section.

## Effects of Termination

If your Certificate is terminated for misrepresentation or the concealment of material facts we will not pay for any services or supplies provided after the date the Certificate is terminated; we will retain legal rights,

including the right to sue based on concealment or misrepresentation; and NDPERS may, at its option, declare the Certificate void.

If, at any time while your insurance under this Certificate is in effect, NDPERS or Sanford Health Plan becomes aware that you are no longer enrolled in both Medicare Parts A and B, NDPERS will notify you and you will need to provide the appropriate information in order to process any claim.

**Note:** Failure to be enrolled, and maintain continuous coverage, in Medicare Parts A and B will result in termination of your Certificate. You may be required to change your Benefit Plan, which may result in coverage differences and increased premiums.

If your Certificate is terminated for reasons other than concealment or misrepresentation of material facts, we may stop payment for any services or supplies the day your Certificate is terminated.

An exception to this applies in the case of a continuous loss that commenced while this Certificate is in force. If you receive covered professional or facility services as an inpatient of a hospital or skilled nursing facility on the date this Certificate terminates, payment for these covered services will end on the earliest of the following:

- the date you are first discharged from the facility following termination of this Certificate;
- the date the Certificate coverage period would have ended if this Certificate had not been terminated, that is, the end of the calendar year during which you were an inpatient;
- the date your Medicare benefits are exhausted if no additional benefits would otherwise have been covered under this Certificate had it remained in effect; or
- payment of maximum benefits.

## Suspension of Coverage and Reinstatement

1. During Medicaid Eligibility

   At your request, your Certificate will be suspended for a period of time not to exceed twenty-four (24) months during which you have applied for and are entitled to medical assistance under Title XIX of the Social Security Act (Medicaid). You must notify NDPERS within ninety (90) days of the date you become entitled to such assistance.

   Provided you notified NDPERS within ninety (90) days after the date you have become entitled to Medicaid, NDPERS shall return to you that portion of the premium you paid which is attributable to the period of Medicaid eligibility, subject to adjustment for paid claims.

   If your entitlement to this assistance (Medicaid) is terminated during the twenty-four (24) month period, and you notify NDPERS within ninety (90) days of this termination, coverage that is substantially the same as that in effect at the point of suspension shall be reinstated at premium classification terms that would have applied to you had your coverage never been suspended. You must pay the premium attributable to the period, effective as of the date of termination of Medicaid entitlement.

   Reinstatement of Coverage:

   - will not provide for any waiting period for treatment of preexisting conditions;
   - will provide coverage substantially equivalent to the coverage in effect before the date of suspension; and
   - will provide for premium classification on terms at least as favorable to you as the premium classification terms that would have applied had the coverage not been suspended.

2. During Enrollment in Group Health Plan

   You may request a suspension in coverage if you are under age 65, enrolled in Medicare benefits as the result of disability, and enrolled in a group health plan sponsored by your current or former employer, or employee organization. To suspend your Certificate, you must notify NDPERS within ninety (90) days after the date you become enrolled in such group coverage. NDPERS shall return to you that portion of the premium paid by you which is attributable to the period of the other coverage, subject to adjustment for paid claims.

   If a suspension occurs and you lose entitlement to the group coverage, your Medicare supplement Certificate will be reinstated automatically as of the date your group coverage is terminated, if you notify

NDPERS that you lost your group coverage. You must notify NDPERS within ninety (90) days after the date of such loss.

Reinstatement of Coverage:

- will not provide for any waiting period for treatment of preexisting conditions;
- will provide coverage substantially equivalent to the coverage in effect before the date of suspension; and
- will provide for premium classification on terms at least as favorable to you as the premium classification terms that would have applied had the coverage not been suspended.

## Our Right to Recover Payments

If for any reason we make payment under this Certificate in error, we may recover the amount we paid.

1. Medical Payment Benefit Coordination
   If a Certificate holder is eligible for medical payment benefits provided by any other collectible insurance as a result of an injury, the benefits available under this Benefit Plan will be reduced by and coordinated with the medical payment benefits provided by any other collectible insurance not prohibited from coordination of benefits.

2. Rights of Subrogation, Reimbursement, and Assignment
   Once you receive benefits under this Certificate arising from an illness or injury, we will assume any legal right you have to collect compensation, damages, or any other payment related to the illness or injury, including benefits from any of the following:
   - The responsible person's insurer;
   - Uninsured motorist coverage;
   - Underinsured motorist coverage; or
   - Other insurance coverage.

   You agree to the following:
   - You will let us know about any potential claims or rights of recovery related to the illness or injury;
   - You will furnish any information and assistance that we may reasonably require to enforce our rights under this Certificate;
   - You will do nothing to prejudice our rights and interests;
   - You will not compromise, settle, surrender, or release any claim or right of recovery described above, without getting our written permission; and
   - You must reimburse us to the extent of benefit payments made under this Certificate if payment is received from the other party or parties.
   - You must notify us if you have the potential right to receive payment from someone else.
   - You must cooperate with us to ensure our rights to subrogation are protected.

## Notice of Communication

You may send any written notice or communication to our office at:
Sanford Health Plan
ATTN: NDPERS/Member Services
PO Box 91110
Sioux Falls, SD 57109-1110

Any notice from us is acceptable when sent to your address as it appears on our records.

## Legal Actions

No legal or equitable action may be brought against us because of a claim under this Certificate, or because of the alleged breach of this Certificate, sooner than sixty (60) days from the filing of a claim and not more than three (3) years after the end of the calendar year in which the health care services or supplies were provided under this Benefit Plan.

## Time Limit on Certain Defenses

The validity of this Benefit Plan may not be contested, except for nonpayment of premium, after it has been in force for two (2) years, beginning on the individual Certificate holder's Effective Date. Further, the validity of this Benefit Plan may not be contested on the basis of a statement made relating to insurability by any Certificate holder after continuous coverage has been in force for two (2) years during the Certificate holder's lifetime, unless the statement is written and signed by such Certificate holder. This time limit does not apply to fraudulent misstatements.

After two (2) years from the effective date of this Certificate, no misstatements, except fraudulent misstatements, made by you in the application for such Certificate shall be used to void the Certificate or to deny a claim for loss incurred or disability commencing, after the expiration of such two (2) year period.

## Notice and Proof of Claim

You are responsible for providing Sanford Health Plan with written notice and proof of a claim for benefits within 24 months after the occurrence or commencement of a loss for which benefits are available under this Benefit Plan. The written notice and proof of claim must include the information necessary for Sanford Health Plan to determine benefits.

Payment of claims will be made upon receipt of written notice and proof of a claim as stated above.

## Premium Refund Due to Death

In the event of death, Sanford Health Plan will refund to the Plan Administrator (NDPERS) all premiums paid beyond the month of the Certificate holder's death, within thirty-one (31) days after receiving notice of the death.

## Physical Examinations

Sanford Health Plan, at its own expense may require a physical examination of the Certificate holder as often as necessary during the pendency of a claim and may require an autopsy in case of death if the autopsy is not prohibited by law.

## Non-assignment

Benefits for covered services in this Certificate are for your personal benefit and cannot be transferred or assigned to anyone else. Any attempt to assign this Certificate or rights to payment will be void.

## Conformity with State and Federal Laws

Any provision of this Benefit Plan that, on its effective date, is in conflict with the statutes of the state of North Dakota on such date is hereby amended to conform to the minimum requirements of such statutes.

If at any time during the life of the Certificate, federal or state law changes which would require a corresponding change in the coverage, we reserve the right, subject to regulatory approval, to change Certificate language, benefits or premium rates, but only insofar as necessary to comply with the changes in law.

To the extent not superseded by the laws of the United States, this Certificate will be construed in accordance with and governed by the laws of the State. Any action brought because of a claim under this Certificate will be litigated in the state or federal courts located in your State of legal residence and no other.

## Certificate of Creditable Coverage

When coverage under this Benefit Plan is terminated, Sanford Health Plan will, within a reasonable period of time, issue you a Certificate of Creditable Coverage. Certificates of Creditable Coverage may also be obtained from Sanford Health Plan upon request within 24 months after coverage is terminated. Certificates of Creditable Coverage will only reflect continuous coverage provided through Sanford Health Plan.

## Assignment of Records

You agree that any Provider or person(s) having information relating to an illness or injury for which benefits are claimed under this Benefit Plan may furnish such information to Sanford Health Plan upon request.

The Certificate holder authorizes the Centers for Medicare and Medicaid Services to furnish information as to any payments under Medicare Part A or Part B to Sanford Health Plan for use in determining benefit payment under this Benefit Plan. Sanford Health Plan agrees to use this information only for the stated purpose.

## Confidentiality

All Protected Health Information (PHI) maintained by Sanford Health Plan under this Benefit Plan is confidential. Any PHI about You under this Benefit Plan obtained by Sanford Health Plan from You or from a Provider may not be disclosed to any person except:

1. Upon a written, dated, and signed authorization by you or by a person authorized to provide consent for a minor or an incapacitated person;
2. If PHI identifies the Provider, upon a written, dated, and signed approval by the Provider. Sanford Health Plan may also disclose to a Provider, as part of a contract or agreement in which the Provider is a party, data or information that identifies a Provider as part of mutually agreed upon terms and conditions of the contract or agreement;
3. If the data or information does not identify either the Certificate holder or the Provider, the data or information may be disclosed upon request for use for statistical purposes or research;
4. Pursuant to statute or court order for the production or discovery of evidence; or
5. In the event of a claim or litigation between the Certificate holder or prospective Certificate holder and Sanford Health Plan in which the PHI is pertinent.

This section may not be construed to prevent disclosure necessary for Sanford Health Plan to conduct health care operations, including utilization review or management consistent with state law, to facilitate payment of a claim, to analyze health plan claims or health care records data, to conduct disease management programs with Providers, or to reconcile or verify claims under a shared risk or capitation arrangement. This section does not apply to PHI disclosed by Sanford Health Plan as part of a research project approved by an institutional review board established under federal law. This section does not apply to PHI disclosed by Sanford Health Plan to the insurance commissioner for access to records of Sanford Health Plan for purposes of enforcement or other activities related to compliance with state or federal laws.

Sanford Health Plan has implemented administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Your PHI that Sanford Health Plan creates, receives, maintains, or transmits.

## Privacy of Protected Health Information

Sanford Health Plan will not disclose the Certificate holder's Protected Health Information (PHI) to the Group unless the Group certifies that the Benefit Plan has been amended to incorporate the privacy restrictions required under federal and state law, and agrees to abide by them.

Sanford Health Plan will disclose the Certificate holder's PHI to the Group to carry out administrative functions under the terms of the Benefit Plan, but only in accordance with applicable federal and state law. Any disclosure to and use by the Group of the Certificate holder's PHI will be subject to and consistent with this section. Sanford Health Plan will not disclose the Certificate holder's PHI to the Group unless such disclosures are included in a notice of privacy practices distributed to the Certificate holder. Sanford Health Plan will not disclose the Certificate holder's PHI to the Group for actions or decisions related to the Certificate holder's employment or in connection with any other benefits made available to the Certificate holder.

### The following restricts the Group's use and disclosure of the Certificate holder's PHI:

1. The Group will neither use nor further disclose the Certificate holder's PHI except as permitted by the Benefit Plan or required by law.

2. The Group will ensure that anyone who receives the Certificate holder's PHI agrees to the restrictions and conditions of the Benefit Plan with respect to the Certificate holder's PHI.
3. The Group will not use or disclose the Certificate holder's PHI for actions or decisions related to the Certificate holder's employment or in connection with any other benefit made available to the Certificate holder.
4. The Group will promptly report to the Plan Administrator any use or disclosure of the Certificate holder's PHI that is inconsistent with the uses and disclosures allowed under this section upon learning of such inconsistent use or disclosure.
5. In accordance with federal law, the Group will make PHI available to the Certificate holder who is the subject of the information. Such information is subject to amendment; and, upon proper notice, the Group will amend the Certificate holder's PHI where appropriate.
6. The Group will document disclosures it makes of the Certificate holder's PHI so the Plan Administrator is able to provide an accounting of disclosures as required under applicable state and federal law.
7. The Group will make its internal practices, books, and records relating to its use and disclosure of the Certificate holder's PHI available to the Plan Administrator and to the U.S. Department of Health and Human Services as necessary to determine compliance with federal law.
8. The Group will, where feasible, return or destroy all Certificate holders' PHI in whatever form or medium received from the Plan Administrator, including all copies of and any data or compilations derived from and allowing identification of any Certificate holder when the Certificate holder's PHI is no longer needed for the plan administration functions for which the disclosure was made. If it is not feasible to return or destroy all Certificate holders' PHI, the Group will limit the use or disclosure of any Certificate holders' PHI to those purposes that make the return or destruction of the information infeasible.

## Notice of Privacy Practices

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

This Notice applies to Sanford Health Plan. If you have questions about this Notice, please contact Member Services at (800) 499-3416 *(toll-free)* | TTY/TDD (877) 652-1844 *(toll-free)*. You may also email your questions to memberservices@sanfordhealth.org.

This Notice describes how we will use and disclose your health information. The terms of this Notice apply to all health information generated or received by Sanford Health Plan, whether recorded in our business records, your medical record, billing invoices, paper forms, or in other ways.

### HOW WE USE AND DISCLOSE YOUR HEALTH INFORMATION

We use or disclose your health information as follows (In Minnesota we will obtain your prior consent):

- Help manage the health care treatment you receive: We can use your health information and share it with professionals who are treating you. For example, a doctor may send us information about your diagnosis and treatment plan so we can arrange additional services.
- Pay for your health services: We can use and disclose your health information as we pay for your health services. For example, we share information about you with your primary care physician to coordinate payment for those services.
- For our health care operations: We may use and share your health information for our day-to-day operations, to improve our services, and contact you when necessary. For example, we use health information about you to develop better services for you. We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long-term care plans.

- Administer your plan: We may disclose your health information to your health plan sponsor for plan administration. For example, your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

We may share your health information in the following situations unless you tell us otherwise. If you are not able to tell us your preference, we may go ahead and share your information if we believe it is in your best interest or needed to lessen a serious and imminent threat to health or safety:

- Friends and Family: We may disclose to your family and close personal friends any health information directly related to that person's involvement in payment for your care.
- Disaster Relief: We may disclose your health information to disaster relief organizations in an emergency.

We may also use and share your health information for other reasons without your prior consent:

- When required by law: We will share information about you if state or federal law require it, including with the Department of Health and Human services if it wants to see that we're complying with federal privacy law.
- For public health and safety: We can share information in certain situations to help prevent disease, assist with product recalls, report adverse reactions to medications, and to prevent or reduce a serious threat to anyone's health or safety.
- Organ and tissue donation: We can share information about you with organ procurement organizations.
- Medical examiner or funeral director: We can share information with a coroner, medical examiner, or funeral director when an individual dies.
- Workers' compensation and other government requests: We can share information to employers for workers' compensation claims. Information may also be shared with health oversight agencies when authorized by law, and other special government functions such as military, national security and presidential protective services.
- Law enforcement: We may share information for law enforcement purposes. This includes sharing information to help locate a suspect, fugitive, missing person or witness.
- Lawsuits and legal actions: We may share information about you in response to a court or administrative order, or in response to a subpoena.
- Research: We can use or share your information for certain research projects that have been evaluated and approved through a process that considers a patient's need for privacy.

We may contact you in the following situations:

- Treatment options: To provide information about treatment alternatives or other health related benefits or Sanford Health Plan services that may be of interest to you.
- Fundraising: We may contact you about fundraising activities, but you can tell us not to contact you again.

## YOUR RIGHTS THAT APPLY TO YOUR HEALTH INFORMATION

When it comes to your health information, you have certain rights.

- Get a copy of your health and claims records: You can ask to see or get a paper or electronic copy of your health and claims records and other health information we have about you. We will provide a copy or summary to you usually within thirty (30) days of your request. We may charge a reasonable, cost-based fee.
- Ask us to correct your health and claims records: You can ask us to correct health information that you think is incorrect or incomplete. We may deny your request, but we'll tell you why in writing. These requests should be submitted in writing to the contact listed below.
- Request confidential communications: You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. Reasonable requests will be approved. We must say "yes" if you tell us you would be in danger if we do not.
- Ask us to limit what we use or share: You can ask us to restrict how we share your health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care. If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

- Get a list of those with whom we've shared information: You can ask for a list (accounting) of the times we've shared your health information for six (6) years prior, who we've shared it with, and why. We will include all disclosures except for those about your treatment, payment, and our health care operations, and certain other disclosures (such as those you asked us to make). We will provide one (1) accounting a year for free, but we will charge a reasonable cost-based fee if you ask for another within twelve (12) months.
- Get a copy of this privacy notice: You can ask for a paper copy of this Notice at any time, even if you have agreed to receive it electronically. We will provide you with a paper copy promptly.
- Choose someone to act for you: If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.
- File a complaint if you feel your rights are violated: You can complain to the U.S. Department of Health and Human Services Office for Civil Rights if you feel we have violated your rights. We can provide you with their address. You can also file a complaint with us by using the contact information below. We will not retaliate against you for filing a complaint.

  Contact Information:
  Sanford Health Plan
  ATTN: NDPERS/Member Services
  PO Box 91110
  Sioux Falls, SD 57109-1110
  Phone: (800) 499-3416 *(toll-free)*
  TTY/TDD: (877) 652-1844 *(toll-free)*

## OUR RESPONSIBILITIES REGARDING YOUR HEALTH INFORMATION

- We are required by law to maintain the privacy and security of your health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your health information.
- We must follow the duties and privacy practices described in this Notice and offer to give you a copy.
- We will not use, share, or sell your information for marketing or any purpose other than as described in this Notice unless you tell us to in writing. You may change your mind at any time by letting us know in writing.

## CHANGES TO THIS NOTICE

We may change the terms of this Notice, and the changes will apply to all information we have about you. The new Notice will be available upon request and on our website www.sanfordhealthplan.com/ndpers.

## EFFECTIVE DATE

This Notice of Privacy Practices is effective September 23, 2013.

## NOTICE OF ORGANIZED HEALTH CARE ARRANGEMENT FOR SANFORD HEALTH PLAN

Sanford Health Plan and Sanford Health Plan of Minnesota have agreed, as permitted by law, to share your health information among themselves for the purposes of treatment, payment, or health care operations. This notice is being provided to you as a supplement to the above Notice of Privacy Practices.

## Security Measures for Electronic Protected Health Information

1. The Group will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Certificate holders' electronic PHI that the Group creates, receives, maintains, or transmits on the Plan Administrator's behalf.

2. The Group will report to the Plan Administrator any attempted or successful: (1) unauthorized access, use, disclosure, modification, or destruction of Certificate holders' electronic PHI; or (2) interference with the Group's system operations in the Group's information systems, of which the Group becomes aware, except any such security incident that results in disclosure of Certificate holders' PHI not permitted by the Benefit

Plan must be reported to the Plan Administrator as required in accordance with the provisions of this Certificate, and state and federal laws.

3. The Group will support the adequate separation between the Group and the Plan Administrator, as specified in the Benefit Plan, with reasonable and appropriate security measures.

## Time Periods

All periods begin and end at 12:00 A.M. local time in the city of your legal residence.

# SECTION III - SCHEDULE OF BENEFITS

## NDPERS – Dakota Retiree Plan

This Benefit Plan supplements Your Medicare Part A and Part B coverage by providing benefits for that portion of Medicare Cost Sharing Amounts applied to Medicare Eligible Expenses not paid by Medicare. Medicare Cost Sharing Amounts include Medicare Deductible, Coinsurance and Copayment Amounts. The benefits available under this Benefit Plan shall automatically change to coincide with any changes in the applicable Medicare Deductible, Coinsurance and Copayment Amounts. Premium may be modified to reflect such changes in the Cost Sharing Amounts.

You are entitled to the following covered services subject to the terms, conditions and limitations of this Benefit Plan.

## Basic "Core" Benefits

### Inpatient Hospital Services

1. The Medicare Part A Deductible Amount applied during the initial sixty (60) days of an inpatient Hospital Admission in a Benefit Period.
2. The Medicare Coinsurance Amounts applied to Medicare Eligible Expenses for days sixty-one (61) through ninety (90) of an Admission in any Benefit Period.
3. The Medicare Coinsurance Amounts applied to Medicare Eligible Expenses for Lifetime Reserve Days utilized after the ninetieth ($90^{th}$) day of an Admission in any Benefit Period.
4. If an Admission continues beyond the ninetieth ($90^{th}$) day and the Certificate holder has utilized all of the Lifetime Reserve Days, benefits will be available for Medically Necessary care up to a lifetime maximum of an additional 365 days.
5. Upon exhaustion of the Medicare hospital inpatient coverage, including the Lifetime Reserve Days, 100% coverage of the Medicare Part A eligible expenses for hospitalization paid at the rate at which Medicare was paying on the last day prior to exhaustion of Medicare hospital inpatient coverage, subject to a lifetime maximum benefit of an additional 365 days. The provider shall accept the Plan's payment as payment in full and may not bill the insured for any balance.
6. Coverage of Medicare Part A copayment/coinsurance amount for all eligible hospice care and respite care expenses.

### Blood Services

1. The first three (3) pints of blood under Medicare Part A.
2. The first three (3) pints of blood and Medicare Coinsurance Amount applied under Medicare Part B.

### Medicare Part B Eligible Expenses

The Medicare Coinsurance Amounts, or in the case of Hospital outpatient department services paid under a prospective payment system, the Copayment Amounts, applied to Medicare-Eligible Expenses under Medicare Part B, regardless of Hospital confinement.

## Additional Benefits

1. Medicare Part A deductible: Coverage for the entire Medicare Part A inpatient hospital deductible amount for each benefit period.
2. Medicare Part B deductible: Coverage for all of the Medicare Part B deductible amounts for each calendar year regardless of hospital confinement.

## Medicare Part B Excess Charges

Coverage for all of the difference (100%) between the actual Medicare Part B charge, as billed, not to exceed any charge limitation established by the Medicare program or state law, and the Medicare-approved Part B charge.

In addition to the Medicare Deductible and Coinsurance Amounts, this Benefit Plan provides benefits for the difference between the actual Medicare Part B allowed charge and the actual charge for the service as billed, not to exceed any charge limitation established by the Medicare program.

## Skilled Nursing Facility Services

Coverage for the actual billed charges up to the coinsurance amount from the twenty-first (21st) day through the one-hundredth (100th) day in a Medicare benefit period for post-hospital skilled nursing facility care eligible under Medicare Part A. No benefits will be available if the Admission is not approved by Medicare.

## Benefits for Emergency Care in a Foreign Country

Coverage to the extent not covered by Medicare for 80% of the billed charges for Medicare-eligible expenses for Medically Necessary emergency hospital, physician, and medical care received in a foreign country, if the care would have been covered by Medicare if provided in the United States and if the care began during the first sixty (60) consecutive days of each trip outside the United States, subject to a deductible for each calendar year of $250 and a lifetime maximum benefit of $50,000.