

FIRST AMENDMENT

TO THE

STATE OF ILLINOIS EMPLOYEE HEALTH BENEFITS PLAN OPEN ACCESS PLAN

BY THIS AGREEMENT, State of Illinois Employee Health Benefits Plan, the medical plan (herein called the “Plan”) is hereby amended as follows, effective as of July 1, 2014.

1. Third paragraph of Section 6.2 entitled “Co-payments, Coinsurance and Deductibles” is amended to read as follows:

A Deductible is the specific dollar amount of the cost of Covered Services that you are responsible for paying before benefits subject to the Deductible are payable under this Agreement. The applicable Deductibles, if any, you must pay are outlined in your Schedule of Benefits. You must meet the applicable Deductibles, if any, before benefits will be payable to Providers on your behalf. Deductibles must be met by each Participant covered under the Plan during each Plan year. Tier I and Tier II Deductibles cross-accumulate across tiers; that is, dollars applied towards your Tier I Deductible will also be applied towards your Tier II Deductible, and vice versa.

2. Section 6.3 entitled “Out-of-Pocket Maximums” is amended to read as follows:

The individual out-of-pocket maximum is a limit on the total amount a Participant must pay out-of-pocket for specified Covered Services in a Plan year. The family out-of-pocket maximum is a limit on the total amount Participants of the same family covered under this Plan must pay for specified Covered Services in a Plan year. Once the individual out-of-pocket maximum is met, the Plan will pay 100% of Covered Services incurred by that individual for the remainder of the Plan Year. Once the family out-of-pocket maximum is met, the Plan will pay 100% of Covered Services incurred by the family for the remainder of the Plan year. The amounts of the out-of-pocket maximums are set forth in the Schedule of Benefits. Tier I and Tier II individual and family out-of-pocket maximums cross-accumulate across tiers; that is, dollars applied towards your Tier I individual and family out-of-pocket maximums will also be applied towards your Tier II individual and family out-of-pocket maximums, and vice versa.

Only Coinsurance Dollars paid for Covered Services received from Tier I or Tier II providers apply towards your individual and/or family out-of-pocket maximums. Out-of-pocket maximums do not include the following:

1. Any amounts for Covered Services beyond Plan visit/day limits;
2. Any amounts above the Maximum Allowable Charge for Tier III benefits;
3. Costs of medical services not covered by the Plan; and
4. Penalties assessed for failure to obtain prior authorization for Covered Services received from Tier III providers.

3. Service entitled “Substance Abuse Services,” of the Covered Services section, paragraph number two under the Criteria and Coverage Provided column is hereby amended to read as followed:

Covered Service for rehabilitation services on an inpatient or residential basis.

4. Service entitled “Substance Abuse Services,” of the Covered Services section, under the Authorization Requirements and Limitations column is hereby amended to eliminate the following language:
 1. Long-term or prolonged rehabilitation services in a specialized inpatient or residential facility.

5. Service item number 59 “Substance Abuse Services,” of Section 6.8 Exclusions and Limitation is hereby amended to eliminate the following language:

Long-term or prolonged rehabilitation services in a specialized inpatient or residential facility;

6. Section 4 entitled “Final Review by DCMS Appeal Committee” is hereby amended to update the appeals submission address as followed:

Submit Appeal Documentation to:

DCMS Benefits Deputy Director
Group Insurance Division
801 South 7th Street
6th Floor Annex
Springfield, IL 62794-9208

7. The Section entitled “HIPAA Privacy” is hereby deleted in its entirety and replaced to read as followed:

Your Privacy Matters

In compliance with the Health Insurance Portability and Accountability Act (HIPAA), the State of Illinois Employee Health Benefits Plan (“the Plan”) is sending You important information about how Your medical and personal information may be used and about how You can access this information. Please review the Notice of Privacy Practices carefully. If You have any question, please call the Member Services number on the back of Your Membership identification card.

NOTICE OF PRIVACY PRACTICES

Effective 4/14/2003 (Revised 4/22/2013)

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

A. Our Commitment to Your Privacy

We understand the importance of keeping Your personal and health information secure and private. We are required by law to provide You with this notice. This notice informs You of Your rights about the privacy of Your personal information and how we may use and share Your personal information. We will make sure that Your personal information is only used and shared in the manner described. We may, at times, update this notice. Changes to this notice will apply to the information that we already have about You as well as any information that we may receive or create in the future. You may request a copy of this notice at any time. Throughout this notice, examples are provided. Please note that all of these examples may not apply to the services the Plan provides to Your particular health benefit plan.

B. What Types of Personal Information Do We Collect?

To best service Your benefits, we need information about You. This information may come from You, Your Employer, or other payors or health benefits plan sponsors, and our affiliates. Examples include Your name, address, phone number, Social Security number, date of birth, marital status, employment information, or medical history. We also receive information from health care Providers and others about You. Examples include the health care services You receive. This information may be in the form of health care claims and encounters, medical information, or a service request. We may receive Your information in writing, by telephone, or electronically. In some instances, we may ask You about your race/ethnicity or language, however providing this information is entirely voluntary.

C. How Do We Protect the Privacy of Your Personal Information?

Keeping Your information safe is one of our most important duties. We limit access to Your personal information, including race/ethnicity and language, to those who need it. We maintain appropriate safeguards to protect it. For example,

we protect access to our buildings and computer systems. Our privacy office also assures the training of our staff on our privacy and security policies.

D. How Do We Use and Share Your Information for Treatment, Payment, and Health Care Operations?

To properly service Your benefits, we may use and share Your personal information for “treatment,” “payment,” and “health care operations.” Below we provide examples of each. We may limit the amount of information we share about You as required by law. For example, HIV/AIDS, Substance Abuse, and Genetic Information may be further protected by law. Our privacy policies will always reflect the most protective laws that apply.

- (1) **Treatment:** We may use and share Your personal information with health care Providers for coordination and management of Your care. Providers include Physicians, Hospitals, and other caregivers who provide services to You.
- (2) **Payment:** We may use and share Your personal information to determine Your eligibility, coordinate care, review Medical Necessity, pay claims, obtain external review, and respond to Complaints. For example, we may use information from Your health care Provider to help process Your claims. We may also use and share Your personal information to obtain payment from others that may be responsible for such costs.
- (3) **Health care operations:** We may use and share Your personal information, including race/ethnicity and language, as part of our operations in servicing Your benefits. Operations include credentialing of Providers; quality improvement activities such as assessing health care disparities; accreditation by independent organizations; responses to Your questions, or Grievance or external review programs; and disease management, case management, and care coordination, including designing intervention programs and designing and directing outreach materials. We may also use and share information for our general administrative activities such as pharmacy benefits administration; detection and investigation of fraud; auditing; underwriting and rate-making; securing and servicing reinsurance policies; or in the sale, transfer, or merger of all or a part of the Plan with another entity. For example, we may use or share Your personal information in order to evaluate the quality of health care delivered, to remind You about preventive care, or to inform You about a disease management program. We cannot use or disclose your genetic, race/ethnicity or language information for underwriting purposes, to set rates, or to deny Coverage or benefits. We may also share Your personal information with Providers and other health plans for their treatment, payment, and certain health care operation purposes. For example, we may share personal information with other health plans identified by You or Your Plan Sponsor when those plans may be responsible to pay for certain health care benefits or we may share language data with health care practitioners and Providers to inform them about Your communication needs.

E. What Other Ways Do We Use or Share Your Information?

We may also use or share Your personal information for the following:

- (1) **Medical Home/Accountable Care Organizations:** Coventry may work with your primary care physician, hospitals and other health care providers to help coordinate your treatment and care. Your information may be shared with your health care providers to assist in a team-based approach to your health.
- (2) **Health care oversight and law enforcement:** To comply with federal or state oversight agencies. These may include, but are not limited to, Your state department of insurance or the U.S. Department of Labor.
- (3) **Legal proceedings:** To comply with a court order or other lawful process.
- (4) **Treatment options:** To inform You about treatment options or health-related benefits or services.
- (5) **Plan sponsors:** To permit the sponsor of Your health benefit plan to service the benefit plan and Your benefits. Please see Your employer’s plan documents for more information.
- (6) **Research:** To researchers so long as all procedures required by law have been taken to protect the privacy of the data.
- (7) **Others involved in Your health care:** We may share certain personal information with a relative, such as Your spouse, close personal friend, or others You have identified as being involved in Your care or payment for that care. For example, to those individuals with knowledge of a specific claim, we may confirm certain information about it. Also, we may mail an explanation of benefits to the Subscriber. Your family may also have access to such information on our website. If You do not want this information to be shared, please tell us in writing.
- (8) **Personal representatives:** We may share personal information with those having a relationship that gives them the right to act on Your behalf. Examples include parents of an unemancipated minor or those having a Power of Attorney.
- (9) **Business associates:** To persons providing services to us and who assure us that they will protect the information. Examples may include those companies providing Your pharmacy or Behavioral Health benefits.

- (10) **Other situations:** We also may share personal information in certain public interest situations. Examples include protecting victims of abuse or neglect; preventing a serious threat to health or safety; tracking diseases or medical devices; or informing military or veteran authorities if You are an armed forces member. We may also share Your information with coroners; for workers' compensation; for national security; and as required by law.

F. What About Other Sharing of Information and What Happens If You Are No Longer Enrolled?

We will obtain Your written permission to use or share Your health information for reasons not identified by this notice and not otherwise permitted or required by law. For example, we will not share your psychotherapy notes, use or share Your health information for marketing purposes or sell Your health information unless You give written permission or applicable law permits the use or disclosure. If You withdraw Your permission, we will no longer use or share Your health information for those reasons.

We do not destroy Your information when Your Coverage ends. It is necessary to use and share Your information, for many of the purposes described above, even after Your Coverage ends. However, we will continue to protect Your information regardless of your Coverage status, as required by law.

However, we will continue to protect Your information regardless of Your Coverage status.

G. Rights Established by Law

- (1) **Requesting restrictions:** You can request a restriction on the use or sharing of Your health information for treatment, payment, or health care operations. However, we may not agree to a requested restriction.
- (2) **Confidential communications:** You can request that we communicate with You about Your health and related issues in a certain way, or at a certain location. For example, You may ask that we contact You by mail, rather than by telephone, or at work, rather than at home. We will accommodate reasonable requests.
- (3) **Access and copies:** You can inspect and obtain a copy of certain health information. We may charge a fee for the costs of copying, mailing, labor, and supplies related to Your request. We may deny Your request to inspect or copy in some situations. In some cases denials allow for a review of our decision. We will notify You of any costs pertaining to these requests, and You may withdraw Your request before You incur any costs. You may also request your health information in an alternative format.
- (4) **Amendment:** You may ask us to amend Your health information if You believe it is incorrect or incomplete. You must provide us with a reason that supports Your request. We may deny Your request if the information is accurate, or as otherwise allowed by law. You may send a statement of disagreement.
- (5) **Accounting of disclosures:** You may request a report of certain times we have shared Your information. Examples include sharing Your information in response to court orders or with government agencies that license us. All requests for an accounting of disclosures must state a time period that may not include a date earlier than six (6) years prior to the date of the request and may not include dates before April 14, 2003. We will notify You of any costs pertaining to these requests, and You may withdraw Your request before You incur any costs.
- (6) **Breach notification:** You have a right to receive notice from us if there is a breach of your unsecured health information.

H. To Receive More Information or File a Complaint

Please contact Member Services to find out how to exercise any of Your rights listed in this notice, or if You have any questions about this notice, or to receive a copy in an alternative format or a translated version. Para recibir una copia traducida de este document, llame al servicio para miembros. The telephone number or address is listed in Your benefit documents or on Your Membership card. If You believe we have not followed the terms of this notice, You may file a Complaint with us or with the Secretary of the Department of Health and Human Services. To file a Complaint with the Secretary, write to 200 Independence Avenue, S.W. Washington, D.C. 20201 or call 1-877-696-6775. You will not be penalized for filing a Complaint. To contact us, please follow the Complaint, Grievance, or Appeal process in Your benefit documents.

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For purposes of this notice, the pronouns "we", "us" and "our" and the name "State of Illinois Employee Health Benefits Plan" refers to the State of Illinois Employee Health Benefits Plan, and its licensed affiliated companies.

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Under various laws, different requirements can apply to different types of information. Therefore we use the term "health information" to mean information concerning the provision of, or payment for, health care that is individually

identifiable. We use the term "personal information" to include both health information and other nonpublic identifiable information that we obtain in providing benefits to you.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the State of Illinois Employee Health Benefits Plan on the date set forth below.

Signature: _____

Print Name: _____

Date: _____