



State of Illinois  
Central Management Services  
Bureau of Benefits

Revised December 2018

# Benefits Handbook



State of Illinois Retiree,  
Annuitant & Survivor

July 1, 2018

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# Introduction

## Your Group Insurance Benefits

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Annuitants, retirees and survivors who are receiving pension benefits from any of the five State retirement systems may be eligible to participate in the State Employees Group Insurance Program (Program). The five retirement systems with their contact information are listed below:

### State Employees' Retirement System

2101 South Veterans Parkway  
P.O. Box 19255  
Springfield, IL 62794-9255  
Phone: 217-785-7444  
TDD: 217-785-7218  
state.il.us/srs

### State Universities Retirement System

1901 Fox Drive  
P.O. Box 2710  
Champaign, IL 61825-2710  
Phone: 800-275-7877  
TDD: 800-526-0844  
surs.org

### Teachers' Retirement System

2815 West Washington  
P.O. Box 19253  
Springfield, IL 62794-9253  
Phone: 877-927-5877  
TDD: 866-326-0087  
trsil.org

### Judges' Retirement System

2101 South Veterans Parkway  
P.O. Box 19255  
Springfield, IL 62794-9255  
Phone: 217-782-8500  
TDD: 217-785-7218  
state.il.us/srs

### General Assembly Retirement System

2101 South Veterans Parkway  
P.O. Box 19255  
Springfield, IL 62794-9255  
Phone: 217-782-8500  
TDD: 217-785-7218  
state.il.us/srs

Please read this handbook carefully as it contains vital information about your benefits.

The Bureau of Benefits within the Department of Central Management Services (Department) is the bureau that administers the Program as set forth in the State Employees Group Insurance Act of 1971 (Act). You have the opportunity to review your choices and change your coverage for each plan year during the annual Benefit Choice Period. If a qualifying change in status occurs, you may be allowed to make a change to your coverage that is consistent with the qualifying event. See the section 'Enrollment Periods' for more information.

## MyBenefits Service Center (MBSC)

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The MyBenefits Service Center (MBSC) is a custom benefits solution service provider for the Department. The MBSC will manage the detailed enrollment process of member benefits through online technical support via the [MyBenefits.illinois.gov](https://mybenefits.illinois.gov) website and telephonic support via the MyBenefits Service Center 844-251-1777. The MBSC is now the member's primary contact for answering general questions you may have about your eligibility for coverage and to assist you in enrolling or changing the benefits you have selected.

## Group Insurance Representative (GIR)

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A Group Insurance Representative (GIR) is your retirement system's liaison to the Department. Each retirement system also has Group Insurance Preparers (GIP) who may assist the GIR with your enrollment needs. GIRs and GIPs continue to be valuable resources concerning policies and rules set forth by CMS regarding members' benefits and eligibility as well as ensuring the successful enrollment process of the member.

# Introduction (cont.)

## Where To Get Additional Information

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*If you have questions after reviewing this book, please refer to the following:*

- ◆ The MBSC website contains the most up-to-date information regarding benefits and links to plan administrators' websites. Visit [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) for information.
- ◆ Annual Benefit Choice Options booklet. This booklet contains the most current information regarding changes for the plan year. Visit [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) to view the booklet.
- ◆ Each individual plan administrator can provide you with specific information regarding plan coverage inclusions/exclusions.
- ◆ The MyBenefits Service Center (MBSC) can answer general benefits questions or refer you to the appropriate resource for assistance. MBSC can be reached at:
  - MyBenefits Service Center
  - 134 N. LaSalle Street, Suite 2200
  - Chicago, IL 60602
  - 844-251-1777 or TDD/TTY: 844-251-1778
  - [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov)
- ◆ The Department will continue to assist members eligible for Medicare, with questions regarding eligibility policies and rules as well as answer your benefit questions or refer you to the appropriate resource for assistance. The Group Insurance Division can be reached at:

CMS Group Insurance Division  
801 S. 7th Street  
P.O. Box 19208  
Springfield, IL 62794-9208  
800-442-1300 or 217-782-2548  
TDD/TTY: 800-526-0844

## ID Cards

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The plan administrators produce ID cards at the time of enrollment. Cards are mailed to the current address on file with the Bureau of Benefits. To obtain additional cards, contact the plan administrator. Links to the plan administrators' websites can be found at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov).

## Health Insurance Portability and Accountability Act (HIPAA)

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Title II of the federally enacted Health Insurance Portability and Accountability Act of 1996, commonly referred to as HIPAA, was designed to protect the confidentiality and security of health information and to improve efficiency in healthcare delivery. HIPAA standards protect the confidentiality of medical records and other personal health information, limit the use and release of private health information, and restrict disclosure of health information to the minimum necessary.

If you are enrolled in the Program, a copy of the Notice of Privacy Practices will be sent to you on an annual basis. Additional copies are available on the [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) website.

# Your Responsibilities

***It is your responsibility to know your benefits, including coverage limitations and exclusions, and to review the information in this publication. Referral and/or approval for treatment by a physician does not ensure coverage under the plan.***

You must notify the MyBenefits Service Center (MBSC), or your Group Insurance Representative (GIR) at your retirement system if:

- ◆ **You and/or your dependents experience a change of address.** When you move, you must provide written notification to the GIR at your retirement system. When your dependent(s) move, you must utilize the Self-Service Tools online at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) to report your dependent's new address. Changing your address does not automatically change your health plan to a plan in that geographic area.
- ◆ **Your dependent loses eligibility.** Dependents that are no longer eligible under the Program (including divorced spouses or partners of a dissolved civil union or domestic partnership) must be reported immediately by completing the online process using the Self-Service Tools at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov). Failure to report an ineligible dependent is considered a fraudulent act. Any premium payments you make on behalf of the ineligible dependent which result in an overpayment will not be refunded. Additionally, the ineligible dependent may lose any rights to COBRA continuation coverage.
- ◆ **You get married or enter into a civil union, or your marriage, domestic partnership or civil union partnership is dissolved.**
- ◆ **You have a baby or adopt a child.**
- ◆ **Your dependent's employment status changes.**
- ◆ **You have or gain other coverage.** If you have group coverage provided by a plan other than the Program, or if you or your dependents gain other coverage during the plan year, you must provide that information immediately by completing the online process using the Self-Service Tools at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov).

Contact MBSC or your GIR if you are uncertain whether or not a life-changing event needs to be reported. See the 'Enrollment Periods' section in this chapter for a complete listing of qualifying changes in status.

If you and/or your dependent experience a change in Medicare status or become eligible for Medicare benefits, a copy of the Medicare card must be provided to the State of Illinois Medicare Coordination of Benefits (COB) Unit. Failure to notify the Medicare COB Unit of you and/or your dependent's Medicare eligibility may result in substantial financial liabilities. Refer to the 'Medicare Section' for the Medicare COB Unit's contact information.

Retirees, annuitants and survivors should periodically review the following to ensure all benefit information is accurate:

- ◆ **Insurance Deductions.** It is your responsibility to ensure deductions are accurate for the insurance coverage you have selected/enrolled. If your annuity check is insufficient to cover your premiums, you will be billed for the cost of your current coverage and the Department will exercise its right under the State Comptroller's Act to collect delinquent group insurance premiums through involuntary withholding.
- ◆ **Beneficiary Designations.** You should periodically review all beneficiary designations and make the appropriate updates. Remember, you may have death benefits through various State-sponsored programs, each having a separate beneficiary form:
  - State of Illinois life insurance
  - Retirement benefits
  - Deferred Compensation

## If You Live or Spend Time Outside Illinois

Retirees, annuitants and survivors who move outside of Illinois or the country will most likely need to enroll in the Quality Care Health Plan (QCHP). For those in certain areas contiguous to the State of Illinois, some managed care health plan options may be available. Refer to [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) and login to your account to view your available options, or contact the managed care health plan directly for information on plans available. Changing your address does not automatically change your health plan.

# Your Responsibilities (cont.)

## Dependents Who Live Apart from the Retiree, Annuitant or Survivor

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Eligible dependents who are enrolled in an HMO plan and live apart from the retiree, annuitant or survivor's residence and are out of the plan's service area for any part of a plan year will be limited to coverage for emergency services only. It is crucial that employees who have an out-of-area dependent (such as a college student) contact the managed care plan to understand the plan's guidelines on this type of coverage.

## Power of Attorney

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Retirees, annuitants and survivors may want to consider having a financial power of attorney on file with both the retirement system and the health plan to allow a representative to act on their behalf. For purposes of group insurance, a financial or property power of attorney is necessary; a healthcare power of attorney does not permit changes to health insurance coverage.

## Penalty for Fraud

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Falsifying information/documentation or failing to provide information/documentation in order to obtain/continue coverage under the Program is considered a fraudulent act. The State of Illinois will impose a financial penalty, including, but not limited to, repayment of all premiums the State made on behalf of the retiree, annuitant or survivor and/or the dependent, as well as expenses incurred by the Program.

# Chapter 1

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## Chapter 1: Enrollment and Eligibility Information

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# Eligibility Requirements

Eligibility for the Group Insurance Program (Program) is defined by the applicable federal statutes or the State Employees Group Insurance Act of 1971 (5 ILCS 375/1 et seq.) or as hereafter amended (Act), and by such policies, rules and regulations as shall be promulgated there under.

Eligibility for Basic Life and Optional Life insurance varies; see the 'Life Insurance Coverage' section in Chapter 2 for details.

## Eligible Categories

The following groups are eligible to participate in the Program.

### ◆ Retirees

- **State Retirees** are individuals who began receiving pension benefits from one of the State's five retirement systems prior to January 1, 1966.
- **University of Illinois Federal Retirees** (SURS retirees only) are former employees of the U of I Cooperative Extension Service of Urbana.

### ◆ Annuitants

An annuitant is an individual who began receiving pension benefits on or after January 1, 1966, from one of the State's five retirement systems. All annuitants must meet the minimum vesting requirements of the appropriate retirement system based solely on prior State employment. Insurance coverage becomes effective upon commencement of the retirement or annuity benefits, or the first of the month of the application for retirement, **whichever is later**.

Annuitants are referred to as either an immediate annuitant or a deferred annuitant depending on when the individual began receiving their State pension. An **immediate annuitant** is someone whose pension begins within one year of terminating State employment. A **deferred annuitant** is someone whose pension begins one year or more after terminating State employment.

Annuitants should contact their retirement system prior to actual retirement to confirm whether they will be eligible for group insurance coverage.

### ◆ Alternative Retirement Cancellation Payment (ARCP) Recipients

Alternative Retirement Cancellation Payment (ARCP) recipients are former State employees who were vested under the State Employees' Retirement System and elected the Alternative Retirement Cancellation Payment (ARCP) option per Public Act 93-0839 (between August 16, 2004, and October 31, 2004), Public Act 94-0109 (between July 1, 2005, and September 30, 2005) or Public Act 93-0839 (between June 6, 2006, and August 31, 2006).

ARCP recipients are considered annuitants for group insurance purposes and are referred to as annuitants in this handbook. Specifically, an ARCP recipient who would have otherwise qualified for an annuity within one year of leaving State service is considered an immediate annuitant. An ARCP recipient who would have otherwise qualified for an annuity more than one year from the date of leaving State service is considered a deferred annuitant. ARCP recipients should direct any benefit questions to the Department.

### ◆ Survivors

A survivor is a spouse, civil union partner, unmarried child under age 18 (under age 22 if a full-time student), unmarried child over age 18 if disabled prior to age 18 or dependent parent who is certified as eligible to receive an annuity from one of the five State retirement systems as a result of the death of a State employee, retiree or annuitant.

### ◆ Retired Judges

Retired State judges who become federal judges have spousal insurance options available. Contact the Judges' Retirement System for the specific options available.

### ◆ General Assembly

Vested members of the General Assembly who leave the General Assembly before they are eligible to retire, but allow their contribution to remain with the General Assembly Retirement System, may continue group insurance coverage until they begin receiving their pension.

# Eligibility Requirements (cont.)

## Dependent Eligibility

Eligible dependents of a retiree, annuitant or survivor may participate in the Program. Dependent coverage is an additional cost for all members.

Eligible dependents include:

- ◆ **Spouse** (does not include ex-spouses, common-law spouses, persons not legally married or the new spouse of a survivor).
- ◆ **Same-Sex Domestic Partner** (enrolled prior to June 1, 2011).
- ◆ **Civil Union Partner** (enrolled on or after June 1, 2011).
- ◆ **Child from birth to age 26, limited to:**
  - Natural child.
  - Adopted child.
  - Stepchild or child of a civil union partner.
  - Child for whom the retiree, annuitant or survivor has permanent legal guardianship.
  - Adjudicated child for whom a U.S. court decree has established a member's financial responsibility for the child's medical, dental or other healthcare.
- ◆ **Child age 26 and older, limited to:**
  - **Adult Veteran Child.** Unmarried adult child age 26 up to, but not including, age 30, an Illinois resident, has served as a member of the active or reserve components of any of the branches of the U.S. Armed Forces and received a release or discharge other than a dishonorable discharge.
  - **Other.** (1) Recipient of an organ transplant after June 30, 2000, and eligible to be claimed as a dependent for income tax purposes by the retiree, annuitant or survivor, except for a dependent child who need only be eligible to be claimed for tax years in which the child is age 27 or above, or (2) an unmarried individual **continuously** enrolled as a dependent of the retiree, annuitant or survivor in the State Insurance Program (or CNA for university staff) since 2/11/83 with no break in coverage and eligible to be claimed as a dependent for income tax purposes by the retiree, annuitant or survivor. The period of time the dependent was

enrolled with Golden Rule Insurance Company (prior to April 1, 1988) **does not count** toward the requirement of continuous enrollment.

- **Disabled.** Child age 26 or older who is continuously disabled from a cause originating prior to age 26. In addition, for tax years in which the child is age 27 or above, eligible to be claimed as a dependent for income tax purposes by the retiree, annuitant or survivor.

**NOTE:** Survivors may add a dependent only if that dependent was eligible for coverage as a dependent under the original member.

## Certification of Dependent Coverage

In addition to the following certification periods, the Department may ask the member to certify their dependent either randomly or during an audit anytime during the year.

**Birth Date Certification.** Retirees, annuitants and survivors must verify continued eligibility for dependents turning ages 26 and 30. Members with dependents turning ages 26 and 30 will receive a letter from the Department several weeks prior to the birth month that contains information regarding continuation of coverage requirements and options. The member must provide the required documentation prior to the dependent's birth date. Failure to certify the dependent's eligibility will result in the dependent's coverage being terminated effective the end of the birth month.

**Annual Certification.** Members are required to certify all IRS dependents in the following categories on an annual basis: Domestic Partner, Civil Union Partner, Civil Union Partner Children, Disabled, Other and Adult Veteran Child (age 26 and older).

**Reinstatement of Dependent Coverage.** If coverage for a dependent is terminated for failure to certify and the member provides the required documentation within 30 days from the date the termination was processed, coverage will be reinstated retroactive to the date of termination.

After 30 days the coverage will be reinstated only with a qualifying change in status (see qualifying change in status reasons in the 'Enrollment Periods' section later in this chapter). **Termination of coverage for failure to certify is not a**

## Eligibility Requirements (cont.)

qualifying change in status. Nonretroactive reinstatement will cause a break in coverage which would prevent a dependent from qualifying for continued coverage in the Other category.

**NOTE:** Dependents with life insurance coverage only, as well as dependents of COBRA participants, must also certify eligibility for coverage.

***Contact the MyBenefits Service Center (MBSC) for questions regarding certification of a dependent.***

# Enrollment Periods

*Retirees, annuitants and survivors may enroll, opt out or change benefit selections with supporting documentation during the following periods (see the 'Documentation Requirements' chart in this chapter):*

- ◆ Initial Enrollment (upon application for annuity benefits)
- ◆ Annual Benefit Choice Period
- ◆ Qualifying Change in Status

## Initial Enrollment

Retirees, annuitants and survivors are eligible to participate in the health, dental and vision plans under the Program. Life insurance coverage options and eligibility vary; therefore, retirees, annuitants and survivors should refer to the 'Life Insurance Coverage' section in Chapter 2 for specific available options.

Active or inactive employees who notify the retirement system of their intent to retire will be sent a retirement packet prior to their retirement date. The Pension Packet can be found on your retirement system website and will include an instructional sheet regarding the MyBenefits site and call center and a required form to be completed and sent with the pension application and other required documents. The form is used by the retirement system to update the member's insurance record. The MyBenefits Service Center will receive the member's updated information which will allow the member to enroll or make changes online on the MyBenefits portal to their current benefits within 60 days of the retirement effective date. If the active employee is satisfied with the benefits they have in place at the time of retirement, there will be no need to go online to the MyBenefits portal as benefits in place at the time of retirement will continue.

**NOTE: Spouses who are both eligible for coverage must be enrolled as a member in their own right unless they qualify for the Annuitant Waiver option (see the 'Opt Out and Waiver' section for qualifications).**

Annuitants who wish to make changes to their coverage but do not complete the online process by using the Self-Service Tools at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) within the 60-day period must wait until a subsequent Benefit Choice Period or until they experience a qualifying change in status to elect the health, dental and vision coverage.

All retirees, annuitants and survivors must provide their social security number (SSN) to be enrolled in the Program.

*Upon becoming eligible for an annuity, retirees, annuitants and survivors have the following insurance options:*

- ◆ Elect a health plan (includes prescription, behavioral health and vision coverage).
- ◆ Elect not to participate in the health plan by electing to opt out or waive coverage. See the 'Opt Out and Waiver of Coverage' section in this chapter for details.
- ◆ Elect to participate or not to participate in the dental plan (enrollment in the health plan is required if electing the dental coverage).
- ◆ Enroll eligible dependents. Refer to the 'Qualifying Change in Status' section for effective dates and the 'Dependent Coverage' section for documentation requirements.
- ◆ Life-eligible annuitants and certain survivors (see the 'Life Insurance Coverage' section for eligibility criteria) may
  - add, increase, decrease or terminate Member Optional Life insurance coverage;
  - add or drop Spouse Life or Child Life coverage.

An approved evidence of insurability is required to increase or add coverage. AD&D and Child Life coverage may be added or dropped at any time without an evidence of insurability application. Newly eligible dependents and survivors do not need to provide evidence of insurability approval as long as the coverage is requested within 60 days of initial enrollment.

### **Effective Date of Coverage Due to Initial Enrollment:**

Coverage for annuitants will remain the same as when the member was employed unless different coverage was elected. The elected change in coverage will become effective on the date of commencement of the retirement/annuity benefit, the first of the month that the application for required retirement documents was received or the first day of the month that the group insurance enrollment form was received MyBenefits Service Center was notified of the member's change in elections, whichever is later.

Survivor coverage becomes effective (1) the day after the member's death if the survivor is **currently a dependent** of the deceased annuitant, or (2) the first day of the month following the member's death **if the survivor is not a dependent** at the time of the member's death.

Dependents may be added to the member's coverage within 60 days. Refer to the 'Dependent Coverage, Enrolling Dependents' in this section for more information.

# Enrollment Periods (cont.)

## Annual Benefit Choice Period

The Benefit Choice Period is normally held annually May 1st through May 31st. During this 31-day period, employees may change their coverage elections. Coverage elected during the annual Benefit Choice Period becomes effective July 1st. Elected coverage remains in effect throughout the entire plan year, unless the employee experiences a qualifying change in status or the Department institutes a special enrollment period which would allow the member to change their coverage elections.

### **Retirees, annuitants and survivors may make the following changes during the annual Benefit Choice Period:**

- ◆ Change health plans.
- ◆ Re-enroll in the Program following an opt out or waiver of coverage.
- ◆ Elect not to participate in the health plan. See the 'Opt Out and Waiver of Coverage' section in this chapter for details.
- ◆ Add or drop dental coverage (enrollment in the health plan is required if electing the dental coverage).
- ◆ Add or drop dependent coverage. Social security numbers are required to add dependent coverage. Refer to the 'Dependent Coverage' section for documentation requirements.
- ◆ Life-eligible annuitants and survivors (see the 'Life Insurance Coverage' section for eligibility criteria) may
  - add, increase, decrease or terminate Member Optional Life insurance coverage;
  - add or drop Spouse Life or Child Life coverage.

An approved evidence of insurability is required to increase or add coverage. AD&D and Child Life coverage may be added or dropped at any time without an evidence of insurability application. Newly eligible dependents and survivors do not need to provide evidence of insurability approval as long as the coverage is requested within 60 days of initial enrollment.

### **Effective Date of Coverage Due to the Annual Benefit Choice Period:**

All Benefit Choice health, dental and dependent coverage changes become effective July 1st. Life insurance coverage changes requiring an evidence of insurability become effective July 1st if the approval date from the life insurance plan administrator is on or before July 1st. If the approval date is after July 1st, the effective date will be the evidence of insurability approval date.

## Qualifying Change in Status

The Department's administrative policy prohibits changes in retiree, annuitant and survivor elections during the plan year unless there is a qualifying change in status. See the 'Qualifying Change in Status' chart for allowable election changes consistent with the event. Any request to change an election mid-year must be consistent with the qualifying event the retiree, annuitant or survivor has experienced.

### **Qualifying change in status events may include, but are not limited to:**

- ◆ Events that change a retiree, annuitant or survivor's legal relationship status, including marriage, civil union partnership, death of spouse or civil union partner, divorce, legal separation, civil union dissolution or annulment.
- ◆ Events that change a retiree, annuitant or survivor's number of dependents, including birth, death, adoption, placement for adoption or termination of a domestic partner relationship.
- ◆ Events that change the employment status of the member's spouse, civil union partner or dependent. Events include termination or commencement of employment, strike or lockout, commencement of, or return from, an unpaid leave of absence or change in worksite.
- ◆ Events that cause a dependent to satisfy or cease to satisfy eligibility requirements for coverage.
- ◆ A change of residential county for the retiree, annuitant or survivor, or the retiree, annuitant or survivor's spouse, civil union partner or dependent or, a move to a foreign country by an eligible dependent.

Retirees, annuitants and survivors experiencing a qualifying change in status have 60 days to change certain benefit selections. Members are required to notify the State of any qualifying changes by completing the online process using the Self-Service Tools at [MyBenefits.illinois.gov](https://mybenefits.illinois.gov). Members must also submit proper supporting documentation to MBSC within the 60-day period in order for the change to become effective. See 'Effective Date of Coverage Due to a Qualifying Change in Status' later in this section.

See the 'Qualifying Changes in Status' chart in this chapter for a complete list of qualifying change in status events and corresponding options.

### **Effective Date of Coverage Due to a Qualifying Change in Status:**

Coverage election changes made due to a qualifying event are effective the later of:

- ◆ The date the request for change was received by MBSC, or
- ◆ The date the event occurred.

# Enrollment Periods (cont.)

## **Qualifying Change in Status Effective Date Exceptions:**

- ◆ **Newborns, natural or adopted.** A child is considered a newborn if they are within 60 days of birth. If the request to add the child is made within 60 days of the birth, coverage may be retroactive to the date of birth.
- ◆ **Adopted children, other than newborn.** Requests to add an adopted child who is 60 days old or older will be effective the date of the placement of the child, the filing of the adoption petition or the entry of the adoption order provided that the request is received within 60 days of the placement of the child, filing of the adoption petition or the entry of the adoption order.

## **Other Allowable Mid-year Changes**

There are some coverage options that can be changed any time during the plan year. These include:

- ◆ **Changes in Member Optional Life insurance coverage.** An approved evidence of insurability is required to add or increase coverage.
- ◆ **Changes to Spouse Life coverage.** An approved evidence of insurability is required to add coverage, unless the spouse or civil union partner is newly acquired.
- ◆ **Changes to Accidental Death and Dismemberment (AD&D) and Child Life coverage.** Evidence of insurability is not required to add or increase AD&D and/or Child Life coverage.
- ◆ **Changes to (adding or dropping) dependent coverage as long as the retiree, annuitant or survivor's dependent monthly contribution category remains 'Two or More Dependents.'**

## **Effective Date of Coverage for Other Allowable Mid-year Changes:**

The effective date for adding or dropping dependent coverage when the retiree, annuitant or survivor is in the 'Two or More Dependents' monthly contribution category is the date the request for change is received by the MyBenefits Service Center or at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov), or 844-251-1777.

**EXISTING SPOUSE:** The effective date of coverage when adding or increasing Member Optional Life, or when adding Spouse Life for an existing spouse will be the evidence of insurability approval date. The life plan administrator will send a copy of the evidence of insurability approval/denial letter to the individual who requested the change.

**NEWLY ACQUIRED SPOUSE:** The effective date of coverage when adding Spouse Life for a newly acquired spouse will be the latter of the date of marriage, or the date of request (as long as the request is made within 60 days of event).

**CHILD LIFE:** When adding or increasing AD&D and Child Life coverage the effective date is the date the request was received.

When terminating or decreasing any Optional Life coverage outside the Benefit Choice Period, the effective date will be the date of the request.

## **Dependent Coverage**

### **Enrolling Dependents**

Eligible dependents will be added to the member's coverage as long as the request and required documentation is received within 60 days of the mailing of group insurance enrollment information or qualifying event, whichever is later. Dependent coverage will be effective the date the request was received by the retirement system as long as it is received within the 60-day qualifying window. To add an eligible dependent, complete the online process by using the Self-Service Tools at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) or contact the MyBenefits Service Center.

If dependents are added to the member's coverage, the dependents will be enrolled in the same health and dental plans as the retiree, annuitant or survivor. Members electing to opt out or waive the health and dental plan coverage may still enroll their dependents with Child Life and/or Spouse Life coverage only.

When both parents\* are members, either member may elect to cover the dependents; however, the same dependent cannot be enrolled under both members for the same type of coverage. For example, eligible dependents may be enrolled under one parent for health and dental coverage and enrolled under the other for life coverage. **NOTE: Dependents whose coverage was terminated for nonpayment of premium under one parent cannot be enrolled under the other until all premiums due for that dependent are paid.**

\* The term 'parent' includes a stepparent or a civil union partner of the child's parent.

### **Documentation Requirements**

Documentation, including the dependent's social security number (SSN), is always required to enroll dependents. Failure to provide the required documentation in the allotted time period will result in denial of dependent coverage. If denied, the eligible dependent may be added during the next Benefit Choice Period or upon the member experiencing a qualifying change in status, as long as the documentation is provided in a timely manner.

A time period of 90 days is allotted to provide the SSN of newborns and adopted children; however, the election time frames still apply to request the addition of the dependent coverage. If the SSN is not provided within 90 days of the dependent's date of birth or adoption date, coverage will be terminated. Refer to the 'Documentation Requirements - Adding Dependent Coverage' chart later in this chapter for specific documentation requirements.

## Qualifying Changes in Status

The State of Illinois health plans are administered in accordance with qualifying change in status rules. The chart below indicates those changes that members are allowed to make which are consistent with a qualifying change in status.

MEMBER – Qualifying Changes in Status									
Changes affecting the Member	Corresponding HEALTH & DENTAL Options								
	Opt Out of Health & Dental Coverage	Enroll or Re-Enroll in the Program	Add Newly Acquired Child	Add Existing Child	Add Spouse or Civil Union Partner	Terminate Dependent Coverage	Terminate Spouse or Civil Union Partner Coverage	Change Health Carrier	Waive Health & Dental Coverage
Adjudicated Child: Member financially responsible			X*						
Adoption (or placement for adoption)		X	X*	X	X				
Birth		X	X*	X	X				
Custody awarded and requires dependent coverage (court ordered)		X	X*	X					
Custody loss (court ordered)/Court Order expires						X			
Divorce/Legal Separation/Annulment/Dissolution of Civil Union		X		X		X	X		
Eligibility: Member becomes eligible for non-State group insurance coverage	O								P
Eligibility: Member loses eligibility of non-State group insurance coverage (for other than nonpayment of premium)		X		X	X				
Marriage or Civil Union Partnership	O	X	X*	X	X**				P
Medicaid or Medicare eligibility gained	O					X	X		P
Medicaid or Medicare eligibility loss		X		X	X				
Premium increase 30% or greater: Member's non-State health insurance		X		X	X				
Premium increase 30% or greater: Member's STATE health insurance						X	X		P
Residence location: Member's county changes***								X	

X = Eligible changes for all members.

P = Eligible changes for annuitants and survivors responsible for a portion of the State contribution.

O = Eligible changes for retirees, annuitants and survivors with 20 or more years of state service.

**Newly Acquired Child** = A child for which the member gained custody within the previous 60-day period, such as a new stepchild, child of a civil union partner, adopted child, adjudicated child or a child for which the member gained court-ordered guardianship.

**Existing Child** = A child for which the member had custody prior to the previous 60-day period, such as a natural or adopted child, adjudicated child, stepchild, child of a civil union partner or a child for which the member is guardian.

\* For Survivors only: Survivors may add a dependent only if that dependent was eligible for coverage as a dependent under the original member.

\*\* For Survivors only: Survivors may not add a new spouse, nor may they add a civil union partner or their children.

\*\*\* Change allowed if health carrier unavailable in new location.

## Qualifying Changes in Status

(Whenever the term 'Spouse' is indicated on this page it also includes a Civil Union Partner.)

<b>SPOUSE – Qualifying Changes in Status</b>									
	Corresponding HEALTH & DENTAL Options								
Changes affecting the Spouse	Member May Opt Out of Program	Member may Enroll or Re-Enroll in the Program	Add Newly Acquired Child	Add Existing Child	Add Spouse	Terminate Dependent Coverage	Terminate Spouse Coverage	Change Health Carrier	Waive Health/ Dental Coverage
Coordination of spouse's open enrollment period *	O	X		X	X	X	X		P
Death of spouse		X		X			X		
Eligibility: Spouse loses eligibility for group insurance coverage		X		X	X				
Eligibility: Spouse now provided with group insurance coverage	O					X	X		P
Employment Status: Spouse gains employment	O					X	X		P
Employment Status: Spouse loses employment		X		X	X				
LOA: Spouse enters nonpay status				X	X				
LOA: Spouse returns to work from nonpay status						X	X		
Medicare eligibility: Spouse gains							X		
Medicare eligibility: Spouse loses					X				
Premium of spouse's employer increases 30% or greater, or spouse's employer significantly decreases coverage		X		X	X				
Residence/Work location: Spouse's county changes**								X	

\* The member's request to change coverage must be consistent with, and on account of, the spouse's election change.

\*\* Change allowed if health carrier unavailable in new location.

<b>DEPENDENT (other than Spouse) – Qualifying Changes in Status</b>									
	Corresponding HEALTH & DENTAL Options								
Changes affecting a Dependent (other than a Spouse)	Member May Opt Out of Program	Member may Enroll or Re-Enroll in the Program	Add Newly Acquired Child	Add Existing Child	Add Spouse	Terminate Dependent Coverage	Terminate Spouse Coverage	Change Health Carrier	Waive Health/ Dental Coverage
Death of Dependent						X			
Eligibility: Dependent becomes eligible for State group coverage				X					
Eligibility: Dependent loses eligibility for non-State group coverage				X					
Eligibility: Dependent now eligible for non-State group coverage						X			
LOA: Dependent enters nonpay status				X					
LOA: Dependent returns to work from nonpay status						X			
Medicare eligibility: Dependent gains						X			
Medicare eligibility: Dependent loses				X					
Residence/Work location: Dependent's county changes*								X	

X = Eligible changes for all members. P = Eligible changes for annuitants and survivors responsible for a portion of the State contribution.

O = Eligible changes for retirees, annuitants and survivors with 20 or more years of state service.

Existing Child = A child for which the member had custody prior to the previous 60-day period, such as a natural or adopted child, adjudicated child, stepchild, child of a civil union partner or a child for which the member is guardian. \* Change allowed if health carrier unavailable in new location.

# Documentation Requirements – Adding Dependent Coverage\*

Type of Dependent	Supporting Documentation Required
<b>Adjudicated Child</b> Birth up to, but not including, age 26	<ul style="list-style-type: none"> <li>Judicial Support Order from a judge; or</li> <li>Copy of DHFS Qualified Medical Support Order with the page that indicates the member must provide health insurance through the retirement system</li> </ul>
<b>Adoption or Placement for Adoption</b> Birth up to, but not including, age 26	<ul style="list-style-type: none"> <li>Adoption Decree/Order with judge's signature and the circuit clerk's file stamp, or a</li> <li>Petition for adoption with the circuit clerk's file stamp</li> </ul>
<b>Adult Veteran Child</b> Child age 26 up to, but not including, age 30	<ul style="list-style-type: none"> <li>Birth Certificate required, and</li> <li>Proof of Illinois residency, and</li> <li>Veterans' Affairs Release form DD-214 (or equivalent), and a</li> <li>Copy of the tax return</li> </ul>
<b>Disabled</b> Child age 26 and older (onset of disability must have occurred prior to age 26)	<ul style="list-style-type: none"> <li>Birth Certificate required, and a</li> <li>Statement from the Social Security Administration with the Social Security disability determination or a Court Order, and a</li> <li>Copy of the tax return</li> </ul>
<b>Legal Guardianship</b> Birth up to, but not including, age 26	<ul style="list-style-type: none"> <li>Court Order with judge's signature and circuit clerk's file stamp</li> </ul>
<b>Natural Child</b> Birth up to, but not including, age 26	<ul style="list-style-type: none"> <li>Birth Certificate required</li> </ul>
<b>Other</b> Organ transplant recipient	<ul style="list-style-type: none"> <li>Birth Certificate required, and</li> <li>Proof of organ transplant performed after June 30, 2000, and a</li> <li>Copy of the tax return for dependents 26 and older</li> </ul>
<b>Spouse or Civil Union Partner</b>	<ul style="list-style-type: none"> <li>Marriage Certificate or tax return</li> <li>Civil Union Partnership Certificate. A tax return is also required if claiming the civil union partner as a dependent.</li> </ul>
<b>Stepchild or Child of Civil Union Partner</b> Birth up to, but not including, age 26	<ul style="list-style-type: none"> <li>Birth Certificate required, and</li> <li>Marriage or Civil Union Partnership Certificate indicating the member is married to, or the partner of, the child's parent. A tax return is also required if claiming the civil union partner's child as a dependent.</li> </ul>

**Note:** Birth Certificate from either the State or admitting hospital which indicates the member is the parent is acceptable.

\* A valid social security number (SSN) is required to add dependent coverage. If the SSN has not yet been issued for a newborn or adopted child, the child will be added to the member's coverage upon receipt of the birth certificate or adoption order without the SSN. The member must provide the SSN within 90 days of the date the coverage was requested in order to continue the dependent's coverage.

# Documentation Requirements – Terminating Dependent Coverage

Qualifying Event	Supporting Documentation Required
Divorce, Dissolution of Civil Union Partnership or Annulment	Divorce Decree or Judgment of Dissolution or Annulment filed in a U.S. Court – first and last pages with judge’s signature with circuit clerk’s file stamp.
Legal Separation	Court Order with judge’s signature with circuit clerk’s file stamp.
Loss of Court-Ordered Custody	Court Order indicating the member no longer has custody of the dependent. The order must have judge’s signature with circuit clerk’s file stamp.

## Documentation Time Limits

Dependent health, dental and vision coverage may be added with the corresponding effective date when documentation is provided to the [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) or the MyBenefits Service Center within the allowable time frame as indicated below. If documentation is provided outside the time frames, adding dependent coverage will not be allowed until the next annual Benefit Choice Period or until the member experiences a qualifying change in status. Refer to the ‘Life Insurance Coverage’ section for effective dates of life coverage.

When adding Dependent coverage due to or during the:	If the coverage is requested...	And if the documentation is provided...	Dependent coverage will be effective...
Initial Enrollment Period	Day 1 – 60 from the benefit begin date	Day 1 – 60 from the benefit begin date	The date the request was received by the retirement system
Annual Benefit Choice Period (Normally held May 1 – May 31 each year)	During the Benefit Choice Period	Within 10 days of the Benefit Choice Period ending	July 1st
Qualifying Change in Status (Exception for birth or adoption – noted below)	Before, or the day of, the event	1 – 60 days after the event	Date of the event
	Day 1 – 60 after event		Date the request was received by the retirement system
Birth of Child (Natural or Adopted)	From birth up to 60 days after the birth	From birth to 60 days after the birth	Date of birth
Adopted Children (Other than newborn)	Within 60 days of the event	Within 60 days of the event	Date of placement of the child, filing of the petition or the entry of the adoption order

### Penalty for Fraud

Falsifying information/documentation or failing to provide information/documentation in order to obtain/continue coverage under the Program is considered a fraudulent act. The State of Illinois will impose a financial penalty, including, but not limited to, repayment of all premiums the State made on behalf of the retiree, annuitant, survivor and/or the dependent, as well as expenses incurred by the Program.

# Opt Out and Waiver of Coverage

## ***Retirees, annuitants and survivors may opt out or waive coverage during certain enrollment periods.***

The election to opt-out or waive coverage will terminate health and vision coverage for the member and any enrolled dependents. If retirees, annuitants and survivors opt-out/waive health/vision coverage, they have the option of either keeping dental or opt-out/waive dental also.

Annuitants and survivors who are eligible for Basic Life will continue, and/or be enrolled in, the Basic Life coverage regardless of their election to opt out or waive the health, dental and vision coverage. The member's elected Optional Life coverage will also continue to be in force. Annuitants and survivors should refer to the 'Life Insurance Coverage' section for Basic and Optional Life eligibility requirements.

Annuitants and survivors who have opted out/waived may elect to enroll/re-enroll in the health, dental and vision coverage during a subsequent Benefit Choice Period or upon experiencing a qualifying change in status.

Retirees, annuitants and survivors who opt out of the Program or waive coverage will not be eligible for the following:

- ◆ Free influenza immunizations offered annually
- ◆ COBRA continuation of coverage
- ◆ Smoking Cessation Program

## Opting Out of Coverage

### ***Applies to all Retirees, Annuitants and Survivors***

In accordance with Public Act 92-0600, retirees, annuitants and survivors may elect to opt out of the State's coverage during the annual Benefit Choice Period or upon experiencing a qualifying change in status.

Annuitant and survivors electing to opt out of health coverage (which includes the termination of vision and prescription coverage) will remain enrolled in the dental and life insurance coverage. Members who opt out of the health coverage and do not want the dental coverage may only elect to opt out of the dental coverage during the annual Benefit Choice Period.

Members choosing this opt-out election cannot be enrolled as a dependent in any other plan administered by the Department and must provide proof of other major medical insurance by an entity other than the Department. Proof of other coverage must accompany the Opt Out Election Certificate available on the [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) website.

**NOTE:** An application for other health coverage is not acceptable proof of other coverage. If you provide an insurance ID card as proof of other coverage, the ID card must list the member as the covered individual and include the effective date of coverage.

## Opt Out with Financial Incentive

### ***Applies only to Annuitants not eligible for Medicare (includes annuitants with less than 20 years of service) – Survivors are not eligible for the incentive***

In accordance with Public Act 98-0019, effective July 1, 2013, annuitants who have other comprehensive medical coverage and meet the following criteria may elect to OPT OUT of the Program and receive a financial incentive of \$150 per month (annuitants with less than 20 years of state service) or \$500 per month (annuitants with 20 years or more of state service), less applicable withholding. In order to be eligible to receive the incentive, the annuitant must be receiving a retirement annuity from one of the five state retirement systems and be enrolled in the State Employees Health Insurance Program, **and be ineligible for Medicare.** Proof of other coverage will be required on an annual basis in order to continue receiving the incentive. The Department will send a notice each year requesting proof of other coverage. The Opt Out with Financial Incentive selection option is available online at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov).

## Annuitant Waiver

### ***Applies to Annuitants who have been a Dependent for One Year or More***

Public Act 93-553 changed the State Employees Group Insurance Act to allow an annuitant who is currently enrolled as a dependent of their State-covered spouse or civil union partner to remain a dependent and waive coverage in their own right. To qualify for this waiver, the annuitant must be enrolled as a dependent under their State-covered spouse or civil union partner for a year or more.

The annuitant must indicate the election to continue as a dependent by completing the online process using the Self-Service Tools at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) or by calling the MBSC Annuitants who do not complete the online process using the Self-Service Tools at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) within the required timeframe will have their coverage as a dependent of their spouse/civil union partner terminated. The spouse/civil union partner cannot carry Spouse Life on the annuitant; instead, the annuitant will have Basic Life coverage as a member.

# Opt Out and Waiver of Coverage (cont.)

## Waiver Option

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At the time an annuitant or survivor files an annuity application they will receive a Participation Election Form from the retirement system, in addition to other documentation. Annuitants who would like to waive the health, dental and vision coverage must select the applicable box on the election form indicating the desire to waive the coverage.

Retirees, annuitants and survivors who are currently enrolled in the health, dental and vision coverage but wish to waive the coverage must wait until either the annual Benefit Choice Period or until they experience a qualifying change in status. Waivers requested due to a qualifying change in status will be effective the later of either the date of the receipt of the request or the date of the qualifying event. Waivers requested during the annual Benefit Choice Period will be effective July 1st.

# Premium Payment

The State covers the majority of the cost of health and dental insurance coverage for retirees, annuitants and survivors, and all of the cost for vision and Basic Life insurance coverage. The amount a retiree, annuitant or survivor contributes each month is based upon the coverage elections in effect on the 1st of the month. Premiums will not be prorated when a member changes their coverage elections or terminates from the Program on a day other than the 1st. Annuitants and survivors whose annuity check is insufficient to have premiums deducted will be direct billed.

Additional information about member-paid premiums is outlined below. It is your responsibility to verify the accuracy of premiums paid, whether deducted from the annuity or direct billed, and to notify your GIR of any errors.

## Retiree, Annuitant and Survivor Contributions

### Member Coverage Contributions

Contribution amounts for retirees, annuitants and survivors are based on years of service. While some members may be responsible for a contribution for their health coverage, others receive premium-free coverage. Refer to the 'State Contribution' section for specific criteria requirements. Optional coverage options, including dependent, dental and optional life coverage requires a member contribution.

### Optional Coverage Contributions

All retirees, annuitants and survivors are responsible for a portion of the cost of elective dental and dependent coverage, as well as the full cost of any Optional Life coverage. Premiums for optional coverage are established annually and reflected in the Benefit Choice Options booklet. These contributions/premiums are subject to change each plan year.

Special provisions apply for the following types of dependents if they cannot be claimed as a dependent under the IRS tax code: adult veteran children age 26 through age 29, domestic partners, civil union partners and children of civil union partners.

- ◆ The premium for a non-IRS domestic partner, a non-IRS civil union partner or the non-IRS child(ren) of a civil union partner, is the 'One Dependent' or 'Two or More Dependent' rate depending on the number of non-IRS

dependents in these categories being covered.

- ◆ The premium for a non-IRS adult veteran child ages 26 through 29 is 100% of the cost of coverage (member's portion plus the State contribution).

The value of the coverage for a domestic partner, civil union partner and any children of the civil union partner is considered "imputed income" and will be reported as income at the end of each calendar year. The premiums for these dependents and imputed income amounts are indicated in the Domestic Partner/Civil Union Partner FAQ located on the [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) website.

## Reciprocal Service Credit

Retirees, annuitants and survivors under certain circumstances use creditable service established in the five retirement systems to qualify for or reduce their cost of health benefits. Contact the retirement system for more information regarding reciprocal service credit.

## State Contribution

Retirees, annuitants and survivors with 20 or more years of creditable service receive premium-free coverage. Contributions are required for individuals who have less than 20 years of service. Specifically, the State will contribute 5 percent of the cost of coverage toward an individual's health plan election for every eligible year of service worked up to a 100 percent contribution. The following annuitants and survivors who have less than 20 years of service are required to pay 5 percent of the cost of coverage for each year of service less than 20 years upon which their annuity is based:

### SERS

- ◆ SERS annuitants who retire on or after January 1, 1998, and have between 8 and 20 years of creditable service.
- ◆ ARCP recipients who had between 8 and 20 years of creditable service at the time they elected the ARCP option.
- ◆ Survivors of a deceased annuitant in one of the above categories.
- ◆ Survivors of a deceased employee who would have been eligible for one of the above categories on the date of death.

# Premium Payment (cont.)

## SURS

- ◆ SURS annuitants who retired on or after January 1, 1998, and have between 5 and 20 years of creditable service.
- ◆ Survivors of a deceased annuitant in one of the above categories.
- ◆ Survivors of a deceased employee who would have been eligible for one of the above categories on the date of death.

## TRS \*

- ◆ TRS annuitants who retired on or after July 1, 1999, and have between 5 and 20 years of creditable service.
- ◆ Survivors of a deceased annuitant in one of the above categories.
- ◆ Survivors of a deceased employee who would have been eligible for one of the above categories on the date of death.

The following individuals are required to pay an additional 12.5% of the cost of coverage for each year of service less than 8 years of creditable service they served as a regional superintendent or an assistant regional superintendent:

## TRS

- ◆ TRS regional superintendent annuitants who retire under TRS on or after July 1, 1998, and have less than 8 years of creditable service.

The following individuals are eligible for coverage but are required to pay 100% of the cost:

## GARS

- ◆ Former members of the General Assembly who have vested and allowed their contributions to remain with the General Assembly Retirement System, but are not receiving an annuity.

## Annuitants and Survivors Direct Billed

### *Billing Procedure and Time Frames*

Annuitants and survivors whose annuity check is not sufficient to deduct premiums will be direct billed. When this occurs, a bill will be generated for the premium amount due. Bills are generated and mailed the first week of each month. Payment must be made by the final due date to ensure continuation of coverage.

## Nonpayment of Premium

If payment is not received by the final due date, coverage will be terminated effective the last day of the current month. The Department will exercise its right under the State Comptroller's Act to collect delinquent group insurance premiums through involuntary withholding.

A member who retires but still owes outstanding premiums to CMS will not be eligible for coverage upon retirement, nor will they be eligible for coverage at any time in the future, under the State group insurance plan.

Annuitants, survivors and their dependents who were terminated for nonpayment of premium are not eligible to re-enroll in the Program, be covered under another member, nor are they eligible for continuation of coverage through COBRA.

\* This information applies only to TRS retirees that have qualifying state service. Most retired teachers are covered under the terms of the Teachers' Retirement Insurance Program (TRIP) and should reference the TRIP Benefits Handbook. Please contact TRS for further information.

### Penalty for Fraud

Falsifying information/documentation or failing to provide information/documentation in order to obtain/continue coverage under the Program is considered a fraudulent act. The State of Illinois will impose a financial penalty, including, but not limited to, repayment of all premiums the State made on behalf of the retiree, annuitant, survivor and/or the dependent, as well as expenses incurred by the Program.

# Premium Payment (cont.)

## COBRA Participants

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While a plan participant is on COBRA, a monthly bill is generated by the Department for the premium amount due. Bills are mailed the first week of each month and must be paid by the due date to ensure continuation of coverage. Plan participants who do not receive a bill should contact the Department for assistance. Failure to submit payment will result in termination of coverage retroactive to midnight the last day of the month for which full payment was received.

## Premium Refunds

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Premium refunds based on corrections to a retiree, annuitant or survivor's insurance elections may be processed retroactively up to six months. Members who fail to notify the MyBenefits Service Center within 60 days of a dependent's ineligibility will not receive a premium refund.

## Premium Underpayments

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Underpaid premiums are the responsibility of the annuitant or survivor and must be paid in full, regardless of the time period for which the underpayment occurred.

# Termination

The coverage of a retiree, annuitant or survivor will only terminate upon the benefit ceasing, the member's death or coverage being terminated for nonpayment of premium. When a dependent experiences an event which terminates their coverage, such as a member's death, the dependent's health, dental and vision coverage, in most cases, can be continued under the Consolidated Omnibus Budget Reconciliation Act (COBRA). See the 'COBRA Coverage' section for more information.

## Termination of Retiree, Annuitant and Survivor Coverage

Retiree, annuitant and survivor coverage terminates at midnight:

- ◆ On the date of member's death.
- ◆ On the last day of the month for which payment is not received following the issuance of a final notice of premium due from the Department (member and all dependents will be ineligible for COBRA).
- ◆ On the last day of the month in which the annuity or survivor benefit ceases.

## Termination of Dependent Coverage

An enrolled dependent's coverage terminates at midnight:

- ◆ Simultaneous with termination of the retiree, annuitant or survivor's coverage.
- ◆ On the last day of the month in which a dependent loses eligibility.
- ◆ On June 30th for dependents who are voluntarily terminated during the Benefit Choice Period (these dependents will be ineligible for COBRA).
- ◆ On the requested date of a voluntary termination of a dependent (these dependents will be ineligible for COBRA).
- ◆ On the date of dependent's death.
- ◆ On the last day of the month in which the retiree, annuitant or survivor fails to certify continued eligibility for coverage of the dependent child.
- ◆ On the day preceding the dependent's:
  - enrollment in the Program as a member.
  - divorce or civil union partnership dissolution from the retiree, annuitant or survivor. The divorce or civil union partnership dissolution terminates the coverage for the spouse or civil union partner and all applicable stepchildren or children of the civil union partner.

**NOTE:** Retirees, annuitants and survivors who fail to notify the MyBenefits Service Center (MBSC) within 60 days of the dependent's ineligibility will not receive a premium refund, nor will the dependent be eligible for COBRA.

# COBRA Coverage

## Overview

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and Sections 367.2, 367e and 367e.1 of the Illinois Insurance Code provides eligible covered members and their eligible dependents the opportunity to temporarily extend their health coverage when coverage under the health plan would otherwise end due to certain qualifying events. COBRA rights are restricted to certain conditions under which coverage is lost. The election to continue coverage must be made within a specified election period. If elected, coverage will be reinstated retroactive to the date following termination of coverage.

An initial notice is provided to all new members upon enrollment in the Program. This notice is to acquaint individuals with COBRA law, notification obligations and possible rights to COBRA coverage if loss of group health coverage should occur. If an initial notice is not received, members should contact the MyBenefits Service Center (MBSC).

## Eligibility

Covered members and dependents who lose coverage due to certain qualifying events (see the 'COBRA Qualifying Events' chart at the end of this section) are considered qualified beneficiaries and may be allowed to continue coverage under the provisions of COBRA. A **qualified beneficiary** is an individual (including the member, spouse, civil union partner, domestic partner or child) who loses employer-provided group health coverage and is entitled to elect COBRA coverage. The individual must have been covered by the plan on the day before the qualifying event occurred and enrolled in COBRA effective the first day of eligibility or be a newborn or newly adopted child of the covered member. **Any voluntary termination of coverage will render the member and any dependents ineligible for COBRA coverage.**

Coverage available under COBRA for qualified beneficiaries is identical to the health, dental and vision insurance coverage provided to employees. Individuals converting to COBRA who elected not to participate in the dental plan prior to becoming eligible for COBRA may not enroll in the dental plan until the annual Benefit Choice Period. The life insurance coverage in force on the date of termination is not available through COBRA; however, the member and/or dependent may be eligible to convert or port their life insurance coverage. See the Life Insurance Coverage Certificate for details.

Covered dependents retain COBRA eligibility rights even if the member chooses not to enroll. Qualified beneficiaries electing continuation of coverage under COBRA will be enrolled as a member. **NOTE: If the member's spouse, civil union partner, domestic partner or dependent child(ren) live at another address, you must immediately complete the online process using the Self-Service Tools at [MyBenefits.illinois.gov](https://mybenefits.illinois.gov) so that notification can be sent to the proper address(es).**

Retirees, annuitants and survivors who have opted out or waived health, dental and vision insurance coverage, and their dependents, are not eligible to participate in COBRA.

## Notification of COBRA Eligibility

The MyBenefits Service Center (MBSC) will send a letter to the qualified beneficiary regarding COBRA rights within 14 days of receiving notification from MBSC of the termination. Included with the letter will be an enrollment form, premium payment information and important deadlines. If a letter is not received within 30 days and you completed notification to MBSC within the 60-day period, you should contact the MBSC Service Center immediately for information.

## COBRA Enrollment

Individuals have 60 days from the date of the COBRA eligibility letter to elect enrollment in COBRA and 45 days from the date of election to pay all premiums. Failure to complete and return the enrollment form or to submit payment by the due dates will terminate COBRA rights. If the enrollment form and all required payments are received by the due dates, coverage will be reinstated retroactive to the date of the qualifying event.

## Medicare or Other Group Coverage - Impact on COBRA

Qualified beneficiaries who become eligible for Medicare or obtain other group insurance coverage (which does not impose preexisting condition limitations or exclusions) after enrolling in COBRA are required to notify MBSC by completing the online process using the Self-Service Tools at [MyBenefits.illinois.gov](https://mybenefits.illinois.gov) their Medicare eligibility or other group coverage. These individuals are ineligible to continue COBRA coverage and will be terminated from the COBRA program.

# COBRA Coverage (cont.)

The Department reserves the right to retroactively terminate COBRA coverage if an individual is deemed ineligible. Premiums will not be refunded for coverage terminated retroactively due to ineligibility.

## COBRA Extensions

### ◆ Disability Extension

Qualified beneficiaries covered under COBRA who have been determined to be disabled by the Social Security Administration (SSA) may be eligible to extend coverage from 18 months to 29 months at an increased cost. Enrolled nondisabled family members are also eligible for the extension. See 'Premium Payment under COBRA' later in this section for premium information.

To be eligible for the extension, the qualified beneficiary must either (1) become disabled during the first 60 days of COBRA continuation coverage or (2) be determined disabled prior to the date of COBRA eligibility. In either case, the determination must have been made by the Social Security Administration (SSA) and a copy of the SSA determination letter must be submitted to the Department within 60 days of the date of the SSA determination letter or the first day of COBRA coverage, whichever is later.

The affected qualified beneficiary must also notify the Department of any SSA final determination of loss of disability status. This notification must be provided **within 30 days** of the SSA determination letter.

### ◆ Second Qualifying Event Extension

If a member who experienced a qualifying event that resulted in an 18-month maximum continuation period experiences a second qualifying event before the end of the original 18-month COBRA coverage period, the spouse, civil union partner, domestic partner and/or dependent child (must be a qualified beneficiary) may extend coverage an additional 18 months for a maximum of 36 months.

## Waiver of COBRA Rights and Revocation of that Waiver

A qualified beneficiary may waive rights to COBRA coverage during the 60-day election period and can revoke the waiver at any time before the end of the 60-day period. Coverage will be retroactive to the qualifying event.

## Premium Payment under COBRA

The qualified beneficiary has 45 days from the date coverage is elected to pay all premiums. Individuals electing COBRA are considered members and will be charged the member rate. A divorced or widowed spouse (including a former civil union partner) who has a dependent child on their coverage would be considered the member and charged the member rate, with the child being charged the applicable dependent rate. If only a dependent child elects COBRA, then each child would be considered a member and charged the member rate.

Once the COBRA enrollment form is received and the premium is paid, coverage will be reinstated retroactive to the date coverage was terminated. Monthly billing statements will be mailed to the member's address on file on or about the 5th of each month. Bills for the current month are due by the 25th of the same month. Final notice bills (those with a balance from a previous month) are due by the 20th of the same month. Failure to pay the premium by the final due date will result in termination of coverage retroactive to the last day of the month in which premiums were paid.

It is the member's responsibility to promptly notify the Department in writing of any address change or billing problem.

The State does not contribute to the premium for COBRA coverage. Most COBRA members must pay the applicable premium plus a 2% administrative fee for participation. COBRA members who extend coverage for 29 months due to SSA's determination of disability must pay the applicable premium plus a 50% administrative fee for all months covered beyond the initial 18 months.

# COBRA Coverage (cont.)

## Adding Dependents - Second Qualifying Event Limitations

**Newly-acquired dependents**, including spouses, civil union partners, children of civil union partners and stepchildren, may be added to existing COBRA coverage. Even though these dependents are eligible for COBRA coverage, unless they are a newborn child or newly adopted child, they are not considered “qualified beneficiaries” and therefore would be ineligible for an extension if a second qualifying event would occur.

**Existing dependents** who are not enrolled on the first day the member becomes eligible for COBRA continuation coverage are not considered qualified beneficiaries. These dependents may only be added during the annual Benefit Choice Period and are also not eligible for second qualifying event extensions.

Documentation requirements must be met to add dependents. See the ‘Documentation Requirements – Adding Dependent Coverage’ chart in this chapter for details.

## Termination of Coverage under COBRA

***COBRA coverage terminates when the earliest of the following occurs:***

- ◆ Maximum continuation period ends.
- ◆ Failure to make timely payment of premium.
- ◆ Covered member or dependent becomes a participant in another group health plan which does not impose a preexisting condition exclusion or limitation (for example, through employment or marriage).
- ◆ Covered member or dependent becomes entitled to Medicare. Special rules apply for End-Stage Renal Disease. Contact the Department for more information.
- ◆ Covered member or dependent reaches the qualifying age for Medicare.
- ◆ Covered dependent gets divorced from COBRA member (includes when the COBRA member's civil union partnership with the covered dependent is dissolved).

- ◆ Covered dependent child or domestic partner loses eligibility.
- ◆ Upon the member's death for any dependent not considered a qualified beneficiary.

Refer to the ‘COBRA Qualifying Events’ chart in this chapter for more information.

## Conversion Privilege for Health Coverage

When COBRA coverage terminates, members may have the right to convert to an individual health plan. Members are eligible for this conversion unless group health coverage ended because:

- ◆ the required premium was not paid, or
- ◆ the coverage was replaced by another group health plan, including Medicare, or
- ◆ the COBRA coverage was voluntarily terminated.

Approximately two months before COBRA coverage ends, the Department will send a letter providing instructions on how to apply for conversion. To be eligible for conversion, members must have been covered by the current COBRA health plan for at least 3 months and requested conversion within 31 days of exhaustion of COBRA coverage. The converted coverage, if issued, will become effective the day after COBRA coverage ended. Contact the appropriate health plan administrator for information regarding conversion. The Department is not involved in the administration or premium rate structure of coverage obtained through conversion.

# COBRA Coverage (cont.)

## COBRA QUALIFYING EVENTS

A COBRA qualifying event is any of the events shown below that result in a loss of coverage. The term 'Spouse' in this chart includes civil union partners; 'Ex-spouse' includes civil union partners whose partnership has been dissolved.

Qualifying Events	Maximum Eligibility Period
<b>MEMBER</b>	
Member's loss of eligibility	18 months
<b>DEPENDENT</b>	
Member's termination of benefits	18 months
Legal separation from member*	36 months
Loss of eligibility as a dependent child or domestic partner	36 months
Member's death	
<ul style="list-style-type: none"> <li>Spouse under age 55</li> </ul>	36 months
<ul style="list-style-type: none"> <li>Spouse age 55 or older if already enrolled in Medicare</li> </ul>	36 months
<ul style="list-style-type: none"> <li>Spouse age 55 or older</li> </ul>	Until obtains Medicare or reaches the qualifying age for Medicare
<ul style="list-style-type: none"> <li>Dependent child</li> </ul>	36 months
<ul style="list-style-type: none"> <li>Domestic partner</li> </ul>	36 months
Dissolution of Marriage or Civil Union Partnership*	
<ul style="list-style-type: none"> <li>Ex-Spouse under age 55</li> </ul>	36 months
<ul style="list-style-type: none"> <li>Ex-Spouse age 55 or older if already enrolled in Medicare</li> </ul>	36 months
<ul style="list-style-type: none"> <li>Ex-Spouse age 55 or older</li> </ul>	Until obtains Medicare or reaches the qualifying age for Medicare
<ul style="list-style-type: none"> <li>Stepchild or Child of a Civil Union Partner</li> </ul>	36 months

\* Dropping a spouse's coverage during the annual Benefit Choice Period in anticipation of a divorce, civil union partnership dissolution or legal separation will result in the spouse losing coverage effective July 1st. The spouse will be eligible for COBRA only once the divorce, dissolution or legal separation actually occurs. Spouses whose coverage was terminated due to a divorce, dissolution or legal separation must contact our office within 30 days of the event in order to be offered COBRA coverage.

Falsifying information/documentation or failing to provide information/documentation in order to obtain/continue coverage under

## COBRA Coverage (cont.)

A qualified beneficiary is an individual (including the member, spouse, civil union partner, domestic partner or child) who loses employer-provided group health coverage and is entitled to elect COBRA coverage. The individual must have been covered by the plan on the day before the qualifying event occurred and enrolled in COBRA effective the first day of eligibility or be a newborn or newly adopted child of the covered member.

<b>SECOND QUALIFYING EVENTS</b>	
The events shown below will extend coverage for a <b>qualified beneficiary</b> if it occurs during the original 18-month COBRA period.	
The term 'Spouse' in this chart includes civil union partners; 'Ex-spouse' includes civil union partners whose partnership has been dissolved.	
<b>Qualifying Events</b>	<b>Maximum Eligibility Period</b>
<b>COBRA MEMBER</b>	
SSA disability determination within the first 60 days of COBRA	Additional 11 months for a maximum of 29 months
<b>COBRA DEPENDENT</b>	
Loss of eligibility as a dependent child or domestic partner	Additional 18 months for a maximum of 36 months
Legal separation from COBRA member*	Additional 18 months for a maximum of 36 months
COBRA member's death	
<ul style="list-style-type: none"> <li>• Spouse under age 55</li> <li>• Spouse age 55 or older if already enrolled in Medicare</li> </ul>	
<ul style="list-style-type: none"> <li>• Spouse age 55 or older</li> </ul>	Until obtains Medicare or reaches the qualifying age for Medicare
<ul style="list-style-type: none"> <li>• Dependent child</li> <li>• Domestic partner</li> </ul>	Additional 18 months for a maximum of 36 months
Divorce from/Dissolution of civil union partnership with COBRA member*	
<ul style="list-style-type: none"> <li>• Ex-Spouse under age 55</li> <li>• Ex-Spouse age 55 or older if already enrolled in Medicare</li> </ul>	
<ul style="list-style-type: none"> <li>• Ex-Spouse age 55 or older</li> </ul>	Until obtains Medicare or reaches the qualifying age for Medicare
<ul style="list-style-type: none"> <li>• Stepchild or Child of Civil Union Partner</li> </ul>	Additional 18 months for a maximum of 36 months

\* Dropping a spouse's coverage during the annual Benefit Choice Period in anticipation of a divorce, civil union partnership dissolution or legal separation will result in the spouse losing coverage effective July 1st. The spouse will be eligible for COBRA only once the divorce, dissolution or legal separation actually occurs. Spouses whose coverage was terminated due to a divorce, dissolution or legal separation must contact our office within 30 days of the event in order to be offered COBRA coverage.

Falsifying information/documentation or failing to provide information/documentation in order to obtain/continue coverage under COBRA is considered a fraudulent act. Premiums paid will not be refunded for coverage terminated retroactively due to ineligibility.

# Chapter 2

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## Chapter 2: Health, Dental, Vision and Life Coverage Information

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# Health Plan Options

## Overview

The State offers a variety of health plans from which to choose. Each plan provides health, behavioral health and prescription drug benefits; however, the benefit levels, exclusions and limitations may differ. When making choices, members should consider health status, coverage needs and service preferences. Dependents will have the same health and dental plan as the member under whom they are enrolled.

The [MyBenefits.illinois.gov](https://www.mybenefits.illinois.gov) website provides a listing of the health plans available and the Illinois counties in which they provide coverage.

## Types of Health Plans

The types of health plans available are:

- ◆ Managed Care Plans
  - Health Maintenance Organizations (HMOs)
  - Open Access Plans (OAPs)
- ◆ Quality Care Health Plan (QCHP)

Annuity holders, retirees and survivors who change their health plan outside the Benefit Choice Period, regardless of the basis for the change, will be responsible for any deductibles required by the new plan (including prescription deductibles), even if the plan participant met all deductibles while covered by the previous health plan.

## Disease Management Programs and Wellness Offerings

Disease management programs are utilized by the health plans as a way to improve the health of plan participants. Plan participants may be contacted by their health plan to participate in these programs.

Wellness options and preventive measures are offered and encouraged by the health plans. Offerings range from health risk assessments to educational materials and, in some cases, discounts on items such as gym memberships and weight loss programs. These offerings are available to plan participants and are provided to help plan participants take control of their personal health and well-being. Information about the various offerings is available on the plan administrators' websites.

## Managed Care Health Plans

Managed care is a method of delivering healthcare through a system of network providers. Managed care plans provide comprehensive health benefits at lower out-of-pocket costs by utilizing network providers. Managed care health plans coordinate all aspects of a plan participant's healthcare including medical, prescription drug and behavioral health services.

There are two types of managed care plans, health maintenance organizations (HMOs) and open access plans (OAPs). Members who enroll in an HMO must select a primary care physician (PCP) from the health plan's provider directory, which can be found on the plan's website. Plan participants should contact the physician's office or the HMO plan administrator to find out if the PCP is accepting new patients. Plan participants are required to use network physicians and hospitals for maximum benefits. Annuity holders, retirees and survivors enrolled in an OAP do not need to select a PCP. For complete information on specific plan coverage or provider networks, contact the managed care health plan and review the Summary Plan Document (SPD).

Like any health plan, managed care plans have plan limitations including geographic availability and limited provider networks. Managed care coverage is offered in certain counties called service areas. Ordinarily, managed care plans only cover members within the State; however, plans that have networks outside the State of Illinois may provide coverage. Members should contact the managed care plan administrator to ascertain if coverage is available outside their geographic area. Eligible dependents that live apart from the member's residence for any part of a plan year may be subject to limited service coverage. It is critical that members who have an out-of-area dependent (such as a college student) contact the managed care plan to understand the plan's guidelines on out-of-area coverage.

The open access health plans are self insured, meaning all claims are paid by the State of Illinois even though managed care health plan benefits apply. These plans are not regulated by the Illinois Department of Insurance and are not governed by the Employees Retirement Income Security Act (ERISA).

In order to have the most detailed information regarding a particular managed care health plan, members should ask the plan administrator for its summary plan document (SPD) which describes the covered services, benefit levels, and exclusions and limitations of the plan's coverage. The SPD may also be referred to as a certificate of coverage or a summary plan document.

# Health Plan Options

Members should pay particular attention to the managed care plan's exclusions and limitations. It is important that plan participants understand which services are not covered under the plan. Members deciding to enroll in a managed care health plan should read the SPD before seeking medical attention. It is the plan participant's responsibility to become familiar with all of the specific requirements of the health plan.

Most managed care health plans impose benefit limitations on a plan year basis (July 1 through June 30); however, some managed care health plans impose benefit limitations on a calendar year basis (January 1 through December 31).

Refer to the annual Benefit Choice Options booklet for plan administrator information.

## Health Maintenance Organization (HMO)

HMO members must choose a primary care physician/ provider (PCP) who will coordinate the healthcare, hospitalizations and referrals for specialty care. In most cases a referral for specialty care will be restricted to those services and providers authorized by the designated PCP. Additionally, referrals may also require prior authorization from the HMO. To receive the maximum hospital benefit, your PCP or specialist must have admitting privileges to a network hospital.

Like any health plan, HMOs have plan limitations including geographic availability and participating provider networks. HMO coverage is offered in certain counties called service areas. There is no coverage outside these service areas unless preapproved by the HMO. When traveling outside of the health plan's service area, coverage is limited to life-threatening emergency services. For specific information regarding out-of-area services or emergencies, call the plan administrator. **NOTE:** When an HMO plan is the secondary plan and the plan participant does not utilize the HMO network of providers or does not obtain the required referral, the HMO plan is not required to pay for services. Refer to the plan's description of coverage for additional information.

Preventive care is paid at 100 percent when services are obtained through a network provider. HMO provider networks are subject to change. Annuitants, retirees and survivors will be notified in writing by the plan administrator when a PCP network change occurs. If the designated PCP leaves the HMO network, you must choose another PCP within that plan.

When an HMO member's primary care physician (PCP) leaves the plan's network, the member will only be allowed to change health plans if the HMO network experienced a significant change in the number of medical providers offered, as determined by CMS.

## HMO Out-of-Pocket Maximums

After the out-of-pocket maximum has been satisfied, the plan will pay 100 percent of covered expenses for the remainder of the plan year for eligible medical, behavioral health and prescription drug charges. Charges that apply toward the out-of-pocket maximum for HMOs are:

- ◆ Annual prescription plan year deductible
- ◆ Medical and prescription copayments
- ◆ Medical coinsurance.

## Open Access Plans (OAPs)

Open access plans combine similar benefits of an HMO with the same type of coverage benefits as a traditional health plan. Members who elect an OAP will have three tiers of providers from which to choose to obtain services. The benefit level is determined by the tier in which the healthcare provider is contracted. Members enrolled in an OAP can mix and match providers and tiers.

- ◆ Tier I offers a managed care network which provide enhanced benefits and require copayments which mirror HMO copayments, but do not require a plan year deductible.
- ◆ Tier II offers another managed care network, in addition to the managed care network offered in Tier I, and also provides enhanced benefits. Tier II requires copayments, coinsurance and is subject to an annual plan year deductible.
- ◆ Tier III covers all providers which are not in the managed care network of Tiers I or II (i.e., out of network providers). Using Tier III can offer members flexibility in selecting healthcare providers, but involve higher out-of-pocket costs. Tier III has a higher plan year deductible and has a higher coinsurance amount than Tier II services. In addition, certain services, such as preventive/wellness care, are not covered when obtained under Tier III. Furthermore, plan participants who use out-of-network providers will be responsible for any amount that is over and above the charges allowed by the plan for services (i.e., allowable charges, Usual and Customary charges (U&C), Maximum Reimbursable Charges (MRC), Maximum Allowable Charges (MAC)). which could result in much higher out-of-pocket costs. When using out-of-network providers, it is recommended that the participant obtain a preauthorization of benefits to ensure that medical services/stays will meet medical necessity criteria and be eligible for benefit coverage.

# Health Plan Options

Members who use providers in Tiers II and III will be responsible for the plan year deductible. **In accordance with the Affordable Care Act, these deductibles will accumulate separately from each other and will not 'cross accumulate.'** This means that amounts paid toward the deductible in one tier will not apply toward the deductible in the other tier.

Preventive care is paid at 100 percent without having to meet the annual deductible when services are obtained through a Tier I or Tier II network provider.

## **OAP Out-of-Pocket Maximums**

Eligible medical, behavioral health and prescription drug charges will be covered at 100 percent for the remainder of the plan year after the plan's out-of-pocket maximum has been satisfied. Charges that apply toward the out-of-pocket maximum for an OAP plan (only applies to Tier I and Tier II providers) are:

- ◆ Annual medical plan year deductible (Tier II)
- ◆ Annual prescription plan year deductible
- ◆ Medical and prescription copayments
- ◆ Medical coinsurance.

Eligible charges from Tiers I and II will be added together when calculating the out-of-pocket maximum. **Tier III does not have an out-of-pocket maximum.**

For complete information regarding specific plan coverage and the plan administrator's network, refer to the summary plan document on the plan administrator's website.

## **Quality Care Health Plan (QCHP)**

The Quality Care Health Plan (QCHP) is the State's self-insured health plan offering a comprehensive range of benefits. All claims and costs are paid by the State through a third-party administrator. Benefit enhancements are available by utilizing the:

- ◆ Nationwide QCHP physician, hospital, ancillary services and transplant network.
- ◆ Pharmacy network.
- ◆ Behavioral health network.

Each of these three components is discussed separately in this section. Each component has its own plan administrator.

For complete information regarding specific plan coverage and the plan administrator's network, refer to the summary plan document on the plan administrator's website.

## **Hospital Bill Audit Program**

The Hospital Bill Audit Program applies to QCHP and non-QCHP hospital charges. Under the program, a member or dependent who discovers an error or overcharge on a hospital bill and obtains a corrected bill is eligible for 50% of the resulting savings. There is no cap on the savings amount. Related nonhospital charges, such as radiologists and surgeons are not eligible charges under this program. This program applies only when QCHP is the primary payer.

Reimbursement documentation required:

- Original incorrect bill,
- Corrected copy of the bill, and
- Member's name, telephone number and last four digits of the SSN.

Submit Documentation to:

Hospital Bill Audit Program  
CMS Group Insurance Division  
801 S. 7th Street  
P.O. Box 19208  
Springfield, IL 62794-9208

# Prescription Coverage

## Overview

Plan participants enrolled in any State health plan have prescription drug benefits included in the coverage. **Regardless of the plan chosen, a prescription deductible applies to each plan participant each plan year.** An annual prescription deductible must be satisfied before the prescription copayments apply; however, if the cost of the prescription is less than the plan's prescription copayment, the plan participant will pay the cost of the prescription. Once the prescription deductible has been satisfied, the participant will pay the copayment of the prescription. However, if a plan participant elects a brand name drug and a generic is available, the plan participant must pay the cost difference between the brand product and the generic product, in addition to the brand copayment.

Members who change health plans outside the annual Benefit Choice Period will be responsible for satisfying the prescription deductible of the new health plan even if they previously met the prescription deductible of their previous health plan.

**Prior authorization** may be required for a select group of medications. If a prescription is presented for one of these medications, the pharmacist will indicate that a prior authorization is needed before the prescription can be filled. To receive a prior authorization, the prescribing physician must provide medical information including a diagnosis to the prescription drug plan administrator for review. Once a prior authorization is in place, the prescriptions may be filled until the authorization expires, usually one year.

Plan participants who have additional prescription drug coverage, including Medicare, should contact their prescription plan administrator for coordination of benefits (COB) information.

### **Formulary List**

All prescription medications are compiled on a formulary list (i.e., drug list) maintained by each health plan's prescription benefit manager (PBM). Formulary lists categorize drugs into levels: Each level requires a different copayment amount. Formulary lists are subject to change any time during the plan year. To compare formulary lists, cost-savings programs and to obtain a list of network pharmacies that participate in the various health plans, plan participants should visit the website of their health plan or PBM. Certain health plans or the PBM notify plan participants by mail when a prescribed medication they are currently taking is reclassified into a different formulary category. If a formulary change occurs, plan participants should consult with their physician to determine if a change in prescription is appropriate.

## Health Maintenance Organizations (HMOs)

Health maintenance organizations (HMOs) use a separate prescription benefit manager (PBM) to administer their prescription drug benefits. Members who elect one of these health plans must utilize a pharmacy participating in the plan's pharmacy network or the full retail cost of the medication will be charged. If the member uses a nonparticipating pharmacy, partial reimbursement may be provided if the plan participant files a claim with the health plan. It should be noted that most plans do not cover over-the-counter drugs or drugs prescribed by medical professionals (including dentists), other than the plan participant's primary care physician (PCP) or any specialist the plan participant was referred to by their PCP. **Members should direct prescription benefit questions to the respective health plan administrator. Refer to the annual Benefit Choice Options booklet for specific information regarding deductible and copayment amounts.**

## Open Access Managed Care Plans and the Quality Care Health Plan (QCHP)

Open access managed care plans and the Quality Care Health Plan (QCHP) have prescription drug benefits administered through the self-insurance plans' prescription benefit manager (PBM). Prescription drug benefits are independent of other medical services and are not subject to the medical plan year deductible. Most drugs purchased with a prescription from a physician or a dentist are covered; however, most over-the-counter drugs are not covered, even if purchased with a prescription.

**Prescription Drug Step Therapy (PDST)** is required for members who have their prescription drug benefits administered through QCHP or one of the open access managed care plans. PDST requires the member to first try one or more specified drugs to treat a particular condition before the plan will cover another (usually more expensive) drug that their doctor may have prescribed. PDST is intended to reduce costs to both the member and the plan by encouraging the use of medications that are less expensive but still treat the member's condition effectively.

## Prescription Coverage (cont.)

Members taking a brand medication that requires PDST, which has not received prior authorization approval, will receive a rejection at a retail or mail order pharmacy as the plan requires a generic in that drug class be tried first. If the physician believes the original brand medication is needed, he/she may request a review to override the step therapy requirement.

**Compound drugs** are covered under the prescription drug plan. If the compound drug contains an ingredient not covered by the plan, the entire compound drug will be denied.

**Injectable and intravenous medications** may be obtained through a retail network pharmacy or through the prescription drug plan administrator's mail order pharmacy.

If a network pharmacy does not stock a particular drug or supply and is unable to obtain it, call the prescription drug plan administrator for further direction.

**Prepackaged prescriptions** – A copayment is based on a 1 to 30-day supply as prescribed by the physician. Since manufacturers sometimes prepackage products in amounts that may be more or less than a 30-day supply as prescribed, more than one copayment may be required.

**Prescribed medical supplies** are supplies necessary for the administration of prescription drugs such as covered hypodermic needles and syringes. Copayments may apply.

**Diabetic supplies and insulin** that are purchased with a prescription are covered through the plan and are subject to the appropriate copayment.

**Some diabetic supplies** are also covered under Medicare Part B. If the plan participant is not Medicare Part B primary, the appropriate copayment must be paid at the time of purchase at a network pharmacy. If Medicare Part B is primary, the plan participant is responsible for the Medicare coinsurance at the time of purchase. The claim must first be submitted to Medicare for reimbursement. Upon receipt of the Medicare Summary Notice (MSN), a claim may be filed with the prescription drug plan administrator for any secondary benefit due. If the diabetic supplies are billed by a physician or medical supplier, the supplies would be paid by the health plan administrator.

**Insulin pumps and their related supplies are not covered under the prescription drug plan.** In order to receive coverage for these items, contact the health plan administrator listed on the [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) website.

### **Nonmaintenance Medication**

#### **In-Network Pharmacy**

Retail pharmacies that contract with the prescription benefit manager (PBM) and accept the copayment amount for medications are referred to as in-network pharmacies. Plan participants who use an in-network pharmacy must present their prescription ID card/number or they will be required to pay the full retail cost. If, for any reason, the pharmacy cannot verify eligibility when they submit the claim electronically, the plan participant will need to submit a claim form to the plan administrator.

The maximum supply of nonmaintenance medication allowed at one fill is 60 days. Two copayments will be charged for any 31-60 day supply. A list of in-network pharmacies, as well as claim forms, is available on the [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) website.

#### **Out-of-Network Pharmacy**

Pharmacies that do not contract with the plan administrator are referred to as out-of-network pharmacies. In most cases, prescription drug costs will be higher when an out-of-network pharmacy is used. If a medication is purchased at an out-of-network pharmacy, the plan participant must pay the full retail cost at the time the medication is dispensed. Reimbursement of eligible charges may be obtained by submitting a paper claim and the original prescription receipt to the PBM. Reimbursement will be provided at the applicable brand or generic in-network price minus the appropriate in-network copayment. Prescription claim forms are available at [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) website or contacting the MyBenefits Service Center at 844-251-1777.

### **Maintenance Medication**

The **Maintenance Medication Program (MMP)** was developed to provide an enhanced benefit to plan participants who use maintenance medications. The MMP is comprised of a Maintenance Pharmacy Network and a Mail Order Pharmacy. When plan participants use a Maintenance Network pharmacy or the Mail Order Pharmacy for their maintenance medications, they will receive a **90-day supply of medication (equivalent to 3 fills) for only two and a half copayments.** A maintenance medication is medication that is taken on a regular basis for conditions such as high blood pressure and high cholesterol. To determine whether a medication is considered a maintenance medication, contact a maintenance network pharmacy or the PBM.

# Prescription Coverage (cont.)

## Maintenance Pharmacy Network

The **Maintenance Pharmacy Network** is a network of retail pharmacies that contract with the PBM to accept the copayment amount for maintenance medication. When plan participants use the Maintenance Pharmacy Network for maintenance medications they will receive a **90-day supply of medication (equivalent to 3 fills) for only two and a half copayments**. Pharmacies in this network may also be an in-network retail pharmacy as described in the 'Non-Maintenance Medication' section. **Participants will be charged a penalty in an amount equal to double the prescription copayment if they obtain a maintenance medication from a non-maintenance network pharmacy or a prescription for a maintenance medication that is written for a 30-day supply instead of a 90-day supply. The penalty will be forgiven only for the first two 30-day fills (or first 60-day fill), but will apply thereafter.** A list of pharmacies participating in the Maintenance Pharmacy Network is available on the [MyBenefits.illinois.gov](https://www.mybenefits.illinois.gov) website.

## Mail Order Pharmacy

The **Mail Order Pharmacy** provides participants the opportunity to receive medications directly from the PBM. **Both maintenance and nonmaintenance medications may be obtained through the mail order process.** When plan participants use the Mail Order Pharmacy for maintenance medications they will receive a **90-day supply of medication (equivalent to 3 fills) for only two and a half copayments**. To utilize the Mail Order Pharmacy, plan participants must submit an original prescription from the attending physician. For maintenance medication, the prescription should be written for a 90-day supply and include up to three 90-day refills totaling one year of medication. The original prescription must be attached to a completed Mail Order form and sent to the address indicated on the form. Order forms can be obtained by contacting the PBM or by accessing the [MyBenefits.illinois.gov](https://www.mybenefits.illinois.gov) website.

### ***Special Note Regarding Medications for Nursing Home/Extended Care Facility Patients***

Due to the large amounts of medication generally administered at nursing homes and extended care facilities, many of these types of facilities cannot maintain more than a 30-day supply of prescriptions per patient. In order to avoid being charged a double copayment for a 30-day supply, the patient or person who is responsible for the patient's healthcare (such as a spouse, civil union partner, power of attorney or guardian) should submit a letter requesting an 'exception' to the double

copayment for their medication. The effective date of the exception is the receipt date of the request. **NOTE:** Since each request is based on a specific list of medications, any newly prescribed medication(s) must be sent as another request.

## Request Requirements

- ◆ Must be in the form of a letter.
- ◆ Must include the patient's name, a list of all medications the patient is taking and the dosage of each medication.

## Submit Documentation to:

CMS Group Insurance Division  
Member Services Unit  
801 S. 7th Street  
P.O. Box 19208  
Springfield, IL 62794-9208

## Coordination of Benefits

This Program coordinates with Medicare and other group plans. The appropriate copayment will be applied for each prescription filled.

## Exclusions and Limitations

The Program reserves the right to exclude or limit coverage of specific prescription drugs or supplies.

# Behavioral Health

## Overview

Behavioral health services are for the diagnosis and treatment of mental health and/or substance abuse disorders. Eligible charges are for those covered services deemed medically necessary by the plan administrator. The coverage of behavioral health services (mental health and substance abuse) complies with the federal Mental Health Parity and Addiction Equity Act of 2008. This federal law requires health plans to cover behavioral health services at benefit levels equal to those of the plan's medical benefits.

Coverage for behavioral health services is provided under all of the State plans. There are no restrictions regarding the number of visits and hospital days allowed per plan year. The charges for behavioral health services are included in a plan participant's annual plan deductible if applicable and annual out-of-pocket maximum. Covered services for behavioral health must still meet the managed care plan administrator's medical necessity criteria and will be paid in accordance with the managed care benefit schedule. Please contact the managed care plan for specific benefit information.

## Quality Care Health Plan (QCHP)

Covered services for behavioral health which meet the plan administrator's medical necessity criteria are paid in accordance with the Quality Care Health Plan (QCHP) benefit schedule for in-network and out-of-network providers. Please contact the behavioral health plan administrator for specific benefit information and for a listing of in-network hospital facilities and participating providers.

### **Authorization Requirements for Behavioral Health Services**

## Behavioral Health

In an emergency or a life-threatening situation, call 911, or go to the nearest hospital emergency room. Plan participants must call the behavioral health plan administrator within 48 hours to avoid a financial penalty. Authorization requirements still apply when plan participants have other coverage.

- ◆ Inpatient services must be authorized prior to admission or within 48 hours of an emergency admission to receive in-network or out-of-network benefits. Authorization is required with each new admission. Failure to notify the behavioral health plan administrator of an admission to an

inpatient facility within 48 hours could result in a financial penalty and risk incurring noncovered charges.

- ◆ Partial hospitalization and intensive outpatient treatment must be authorized prior to admission to receive in-network or out-of-network benefits. Authorization is required before beginning each treatment program. Failure to notify the behavioral health plan administrator of a partial hospitalization or intensive outpatient program could result in a financial penalty and risk incurring noncovered charges.
- ◆ Outpatient services received at the in-network benefit level must be provided by a QCHP network provider. Most routine outpatient services (such as therapy sessions and medication management) will be covered without the need for prior authorization. Authorization requirements for certain specialty outpatient services are noted below. Outpatient services that are not consistent with usual treatment practice for a plan participant's condition will be subject to a medical necessity review. The behavioral health administrator will contact the plan participant's provider to discuss the treatment if a review will be applied. Outpatient services received at the out-of-network benefit level must be provided by a licensed professional including licensed clinical social worker (LCSW), registered nurse, clinical nurse specialist (RN CNS), licensed clinical professional counselor (LCPC), licensed marriage and family therapist (LMFT), psychologist or psychiatrist to be eligible for coverage.
- ◆ Electroconvulsive therapy, psychological testing and applied behavioral analysis must be authorized to receive in-network or out-of-network benefits. Failure to obtain authorization will result in the risk of incurring noncovered charges.
- ◆ Residential services must be authorized prior to admission to receive in-network or out-of-network benefits. Authorization is required with each new residential admission. Failure to notify the behavioral health plan administrator of an admission to a residential facility could result in a financial penalty and risk incurring noncovered charges.

## Exclusions

Wilderness programs and/or therapeutic boarding schools that are not licensed as residential treatment centers.

# Dental Coverage

## Overview

The Quality Care Dental Plan (QCDP) is designed to offer plan participants coverage for basic dental services regardless of the health plan chosen. Retirees, annuitants and survivors who opt out of the health plan are not eligible for dental coverage.

Each plan participant is subject to an **annual dental plan deductible** for all dental services, except those listed in the Dental Schedule of Benefits as 'Diagnostic' or 'Preventive'. Once the deductible has been met, the plan participant is subject to a maximum annual dental benefit. See the [MyBenefits.illinois.gov](https://www.mybenefits.illinois.gov) website for the amount of the maximum benefit.

- ◆ Plan participants may go to any dentist.
- ◆ The maximum benefit amount paid for eligible services is listed in the Dental Schedule of Benefits. Dental procedure codes that are not listed in the Dental Schedule of Benefits are not covered by the plan and are not eligible for payment. Members are responsible for all charges over the scheduled amount and/or over the annual maximum benefit. The Dental Schedule of Benefits is available at [MyBenefits.illinois.gov](https://www.mybenefits.illinois.gov).
- ◆ Plan participants may obtain dental identification cards from the dental plan administrator.

Retirees, annuitants and survivors **may enroll in the dental plan** at the time of initial enrollment, upon opting into the health plan or during the annual Benefit Choice Period. A monthly premium will apply for dental coverage.

Members **may opt out of the dental plan** at the time of initial enrollment or during the annual Benefit Choice Period. The election to drop coverage will remain in effect the entire plan year, **without exception**.

## Choosing a Provider

With QCDP, plan participants can choose any dental provider for services; however, plan participants will receive enhanced benefits, resulting in lower out-of-pocket costs, when they receive services from a network provider. There are two separate networks of providers that a plan participant may utilize for dental services: the PPO network and the Premier network.

- **PPO Network:** If you receive services from a PPO dentist, your out-of-pocket expenses will often be less because these providers accept a reduced PPO fee (less any deductible). If the PPO fee is higher than the amount listed on the Schedule of Benefits, you will be required to pay the difference.
- **Premier Network:** If you receive services from a Premier dentist, your out-of-pocket expenses may be less because Premier providers accept the allowed Premier fee (less any deductible). If the allowed fee is higher than the amount listed on the Schedule of Benefits, you will be required to pay the difference.

## Out-of-Network Services

If you receive services from a dentist who does not participate in either the PPO or Premier network, the amount paid by the plan will be in accordance with the Schedule of Benefits.

## Preventive and Diagnostic Services

Preventive and diagnostic services are not subject to the annual deductible and include, but are not limited to:

- Two periodic oral examinations per person per plan year.
- Two adult or child prophylaxis (scaling and polishing of teeth) per person per plan year.
- Two bitewing radiographs per person per plan year.
- One full mouth radiograph per person every three plan years.

## Prosthodontics

Prosthodontics, which include implants, crowns, bridges and dentures, are subject to the following limitations:

- Prosthodontics to replace missing teeth are covered **only for teeth that are lost while the person is covered under this plan**.
- Immediate dentures are covered only if five or more teeth are extracted on the same day.
- Permanent dentures to replace immediate dentures are covered only if placed in the person's mouth within two years from the placement of the immediate denture.

## Dental Coverage (cont.)

- Replacement dentures are covered only under one of the following circumstances:
  - Existing denture is at least 5 years old, or
  - Structural changes in the person's mouth require new dentures.
- Replacement crowns are covered only when the existing crown is at least 5 years old.
- Replacement bridges are covered only when the existing bridge is at least 5 years old.

## Child Orthodontics

The child orthodontia benefit is available only to children who begin treatment prior to the age of 19. A maximum lifetime benefit for child orthodontia applies regardless of the number of courses of treatment. The annual plan year deductible will need to be satisfied unless it was previously satisfied for other dental services incurred during the plan year.

The maximum lifetime benefit amount applies to each plan participant and does not start over with each course of treatment. A course of treatment can be for any orthodontic services, not only the placement of braces. For example, a child may have a retaining device when they are 8 years old and then have braces installed when they are 15. The benefit amount for the retainer plus the benefit amount for the braces can not exceed the maximum lifetime benefit amount allowed.

The benefit amount that will be paid for orthodontic treatment depends on the length of treatment plan as determined by the orthodontist. The length of treatment time frames and the associated benefit amount allowed is listed on the [MyBenefits.illinois.gov](https://mybenefits.illinois.gov) website.

Twenty-five percent (25%) of the applicable orthodontia benefit, based on the length of treatment, will be reimbursed after the initial banding. The remaining benefit will be prorated over the remaining length of treatment period.

## Provider Payment

If you use a network dentist, you will not have to pay the dentist at the time of service (with the exception of applicable deductibles, charges for noncovered services, charges over the amount listed on the Schedule of Benefits and/or amounts over the annual maximum benefit). Network dentists will automatically file the dental claim for their patients. Employees who use a network provider and do not have any out-of-pocket costs for their visit will not receive an explanation of benefits (EOB). The employee may, however, view their EOB on the dental plan administrator's website.

Participants who use an out-of-network dentist may have to pay the entire bill at the time of service and/or file their own claim form depending on the payment arrangements the plan participant has with their dentist. Out-of-network dentists can elect to accept assignment from the plan or may require other payment terms. Coordination of benefits applies to any other dental coverage.

## Pretreatment Estimate

For both prosthodontics and orthodontics, although not required, a pretreatment estimate is strongly encouraged to assist plan participants in determining the benefits available. To obtain a pretreatment estimate plan participants should contact their dental provider.

## Benefits for Services Received While Outside the United States

The plan covers eligible charges incurred for services received outside of the United States. All plan benefits are subject to plan provisions and deductibles.

Payment for the services may be required at the time service is provided and a paper claim must be filed with the dental plan administrator. When filing the claim, enclose the itemized bill with a description of the service translated to English and converted to U.S. currency along with the name of the patient, date of service, diagnosis, procedure code and the provider's name, address and telephone number.

# Dental Coverage (cont.)

## Dental Exclusions and Limitations

### *No benefits shall be payable for:*

1. Dental services covered under the health plan.
2. Services rendered prior to the plan participant's effective date of coverage or subsequent to the date of termination of coverage.
3. Services not listed in this plan description or for services rendered prior to the date a service or procedure became a covered benefit as indicated in this plan description.
4. Services performed to correct congenital and /or developmental conditions including but not limited to malformations, retention of deciduous (baby) teeth, impaction or absence of permanent teeth, cleft palate, mandibular prognathism or retrognathism, enamel hypoplasia, amelogenesis imperfecta, fluorosis, and anodontia (i.e., the absence of teeth) are excluded from coverage.
5. Dental services relating to the diagnosis or treatment, including appliances, for temporomandibular joint disorders (TMJ) and myofunctional disorders, craniofacial pain disorders and orthognathic surgery. However, occlusal guards are covered.
6. Services not necessary or not consistent with the diagnosis or treatment of a dental condition, as determined by the dental plan administrator.
7. Orthodontia of deciduous (baby) teeth or adult orthodontia.
8. Services compensable under the Workers' Compensation Act or Employer's Liability Law.
9. Procedures or surgeries undertaken for primarily cosmetic reasons.
10. Construction of duplicate dentures.
11. Replacement of a fixed or removable prosthesis for which benefits were paid under this plan for the same tooth/teeth, if the replacement occurs within five years from the date the expense was incurred, unless:
  - The replacement is made necessary by the initial placement of an opposing full prosthesis or the extraction of natural teeth;
  - The prosthesis is a stayplate or a similar temporary prosthesis and is being replaced by a permanent prosthesis; or
- The prosthesis, while in the oral cavity, has been damaged beyond repair, as a result of injury while eligible under the plan.
12. Customization of dental prosthesis, including personalized, elaborate dentures or specialized techniques.
13. Expenses associated with obtaining, copying or completing any dental or medical reports.
14. Charges for procedures considered experimental in nature.
15. Service or care performed by a family member or other person normally residing with the participant.
16. Services provided or paid for by a governmental agency or under any governmental program or law, except for charges which the person is legally obligated to pay. This exception extends to any benefits provided under the U.S. Social Security Act and its amendments.
17. General anesthesia, conscious sedation or intravenous sedation services (with the exception of children under age 6) unless medically necessary. Supporting documentation from a physician will be reviewed by the dental plan administrator.
18. Fixed or removable prosthodontics for a patient under age 18.
19. Sealants for adults over age 18.
20. Amalgam and resin-based composite fillings more than once per surface in a 12-month interval.

# Vision Coverage

## Overview

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The vision plan is designed to assist with the costs of well-vision care and to encourage the maintenance of vision through regular eye exams. Periodic eye exams can detect and prevent ailments not only in the eyes, but throughout the body. The plan provides coverage when glasses or contacts are required. For more information, contact the vision plan administrator.

## Eligibility

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All plan participants covered by any of the health plans offered by the State Employees Group Insurance Program are eligible for vision care benefits. Benefit levels are published on the [MyBenefits.illinois.gov](https://mybenefits.illinois.gov) website.

## Frequency of Benefits

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Each service component is available once every 24 months from the last time the benefit component was used, except for the eye examination, spectacle lenses and contact lens benefit which are available once every 12 months from the last time used. Each service component is independent and may be obtained at separate times from separate providers. For example, a plan participant may receive an eye examination from one provider and purchase frames/lenses from a different provider.

## Provider Services

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Materials and services obtained from a network provider are paid at the network provider coverage benefit level. Applicable copayments and additional charges must be paid at the time of service. Eligible services or materials may be obtained from any licensed optometrist, ophthalmologist or optician. A directory of network providers can be found on the plan administrator's website.

If an out-of-network provider is used, the plan participant must pay the provider in full and request reimbursement from the vision plan administrator. To request reimbursement, send an itemized receipt and a claim form requesting reimbursement to the vision plan administrator. Reimbursement will be paid up to the maximum allowance amount as detailed in the schedule of benefits, out-of-network provider coverage chart on the [MyBenefits.illinois.gov](https://mybenefits.illinois.gov) website. Out-of-network provider benefits are paid directly to the covered member. Claim forms are available on the [MyBenefits.illinois.gov](https://mybenefits.illinois.gov) website and through the plan administrator.

# Life Insurance Coverage

## Overview

There are two types of life coverage available: Basic Life and Optional Life. Life insurance options change upon retirement. For more information regarding life insurance coverage and benefits, consult the State of Illinois Group Term Life Certificate of Insurance or contact the life insurance plan administrator.

## Basic and Optional Life Coverage

Basic term life insurance coverage is provided automatically at no cost to immediate and deferred annuitants and eligible survivors through the State Employees Group Insurance Program. Immediate annuitants and certain survivors may purchase Optional Life insurance coverage. All premiums for Optional Life insurance coverage are at the member's expense. Rates are published each year in the Benefit Choice Options booklet.

- ◆ **Basic Life.** Term coverage amounts vary – see eligibility in this section.
- ◆ **Member Optional Life.** Options vary – see eligibility in this section. Any amount requested above four times the Basic Life amount will require satisfactory evidence of insurability.
- ◆ **Accidental Death and Dismemberment (AD&D).** Accidental Death and Dismemberment (AD&D) is available to members in either (1) an amount equal to their Basic Life amount, or (2) the combined amount of their Basic and Member Optional Life, subject to a total maximum of five times the Basic Life insurance amount or \$3,000,000, whichever is less.
- ◆ **Spouse Life.** Term coverage amounts vary – see eligibility in this section. Spouse Life applies to civil union partners, but does not apply to domestic partners.
- ◆ **Child Life.** Term coverage of \$10,000 per child. Once a member elects Child Life coverage for one child, all eligible, MBSC-reported, dependent children age 25 and under will have Guaranteed Issue Child Life coverage, except individuals enrolled in the Other category. Children in the Disabled category are eligible for life coverage as long as they continue to meet eligibility requirements.

### **Eligibility for retirees and annuitants is below:**

**Retirees (prior to 1/1/1966) and their survivors:**

- ◆ Basic Life coverage is not provided.

- ◆ Not eligible for Member Optional Life, AD&D, Child Life or Spouse Life coverage.

**Deferred Annuitants (on or after 1/1/1966):**

- ◆ **Basic Life**
  - **Under age 60** – Annuitants are insured for an amount equal to their annual basic salary as of the last day of employment.
  - **Upon turning age 60** – Basic Life coverage reduces to \$5,000.
- ◆ Not eligible for Member Optional Life, AD&D, Child Life or Spouse Life coverage.

**Immediate Annuitants (on or after 1/1/1966):**

- ◆ **Basic Life**
  - **Under age 60** – Annuitants are insured for an amount equal to their basic annual salary as of the last day of employment.
  - **Upon turning age 60** – Basic Life coverage reduces to \$5,000.
- ◆ **Member Optional Life**
  - **Under age 60** - Annuitants may elect up to eight times their basic amount.
  - **Upon turning age 60** – Member Optional Life (\$5,000 increments) in excess of four times the basic amount terminates.
- ◆ AD&D - Basic or Combined.
- ◆ Child Life - \$10,000 per child.
- ◆ Spouse Life
  - **Under age 60** – Spouse Life is \$10,000.
  - **Upon turning age 60** – Spouse Life coverage reduces to \$5,000.

### **Eligibility for survivors is below:**

**Survivors of Immediate Annuitants and of Deceased Employees:**

- ◆ Individuals who became a survivor **prior to 09/22/79:**
  - Basic Life coverage is \$2,000.
  - Member Optional Life - May elect up to four times their basic amount of \$2,000.
  - AD&D - Basic or Combined
  - Child Life - \$2,000 per child.
  - Spouse Life - \$5,000.

# Life Insurance Coverage (cont.)

## Eligibility for survivors continued:

- ◆ Individuals who became a survivor on or after 09/22/79:
  - Basic Life coverage is not provided.
  - Member Optional Life is \$5,000.
  - Not eligible for AD&D, Spouse Life or Child Life coverage.

## Survivors of Deferred Annuitants:

- ◆ Individuals who became a survivor prior to 09/22/79:
  - Basic Life coverage is \$2,000.
  - Not eligible for Member Optional Life, AD&D, Child Life or Spouse Life coverage.
- ◆ Individuals who became a survivor on or after 09/22/79:
  - Basic Life coverage is not provided.
  - Not eligible for Member Optional Life, AD&D, Child Life or Spouse Life coverage.

## Changes to Coverage

Changes to life insurance coverage may be made at any time during the plan year.

## Evidence of Insurability Approval

When an immediate annuitant or eligible survivor requests to increase Member Optional Life, or requests to add Spouse Life coverage, evidence of insurability (an approved evidence of insurability application) is required. If approved, coverage will be effective the date of approval by the life insurance plan administrator.

Evidence of insurability is not required for Child Life coverage, for newborns added within 60 days of birth or for newly-acquired dependents (adopted child, stepchild, child of civil union partner or child for whom the employee has obtained legal guardianship) added within 60 days of the qualifying event. Evidence of insurability applications are available on the [MyBenefits.illinois.gov](http://MyBenefits.illinois.gov) website.

## Effective Date of Life Coverage Change

When **increasing** Member Optional Life, or when **adding** Member Optional Life or Spouse Life, the effective date of the coverage will be the evidence of insurability approval date. The life plan administrator will send a letter to the member and the MyBenefits Service Center (MBSC) that indicates

whether the evidence of insurability application was approved or denied.

When **adding or increasing** AD&D and/or Child Life coverage the effective date will be the date the request was received by the MBSC.

When **terminating or decreasing** any Optional Life coverage outside the Benefit Choice Period, the effective date will be the date the request.

Requests made during the Benefit Choice Period to add, increase, decrease or terminate any Optional Life coverage will be effective July 1st.

## Accelerated Benefits

Life insurance benefits may be paid prior to death under certain circumstances. Accelerated benefits offer access to a portion of life insurance benefits if the member is diagnosed with a terminal illness and has a life expectancy of 24 months or less. Contact the life insurance plan administrator for more information.

## Beneficiary Form

A life insurance beneficiary form must be completed and updated periodically. It is the member's responsibility to contact the life insurance plan administrator with any changes to the beneficiary designation and/or beneficiary address.

## Continuing Optional Life Coverage upon Turning 60

Upon turning age 60, Basic Life and Member Optional Life coverage drops to \$5,000 each per unit. The combined amount of Basic Life and Member Optional Life insurance that has been terminated may be continued by converting to an individual whole life insurance policy. Member Optional Life insurance coverage may be ported in lieu of converting.

In order to continue life coverage, the annuitant must contact the life insurance plan administrator within 31 days of the date they attain the age of 60. Should the annuitant choose to continue coverage through one of the available insurance products, the full premium must be paid by the annuitant directly to the plan administrator. Once the annuitant makes the selection, the Program is no longer involved in the administration or premium rate structure of these insurance products. Contact the life insurance plan administrator for additional information regarding conversion and portability options.

# Chapter 3

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## Chapter 3: Miscellaneous

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# Smoking Cessation Program

## Overview

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Eligible plan participants are entitled to receive a rebate towards the cost of a smoking cessation program. The maximum rebate is \$200, limited to one per plan year and available only upon completion of a smoking cessation program. Please note that many managed care plans offer smoking cessation programs separate from the Department's Smoking Cessation Program. Members who utilize a smoking cessation program through their managed care plan are not eligible for a Smoking Cessation Program benefit through the Department. Contact the managed care plan for more information regarding their smoking cessation program options and limitations.

## Eligibility

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The Smoking Cessation Program is available to all retirees, annuitants and survivors who are eligible for benefits under the State Employees Group Insurance Program and their enrolled dependents. Members who opt out or waive health coverage under the Program are not eligible for the Smoking Cessation Program.

### *Ineligible for Reimbursement*

The following therapies are not eligible for reimbursement unless they are an integral part of a smoking cessation program.

- ◆ Hypnosis (even if an integral part, will not be reimbursed unless performed by a medical doctor);
- ◆ Acupuncture;
- ◆ Prescription drug therapy;
- ◆ Nonprescription drug therapy;
- ◆ Aricular therapy.

### *Reimbursement Documentation Requirements*

- ◆ Receipt indicating payment for a smoking cessation program.
- ◆ Program certificate verifying the number of sessions and date of completion of a smoking cessation program.
- ◆ Member's name, address, agency name and agency telephone number.

### *Submit Documentation to:*

Smoking Cessation Program  
CMS Group Insurance Division  
801 S. 7th Street  
P.O. Box 19208  
Springfield, IL 62794-9208

## For More Information

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The Department of Central Management Services (Department) is the administrator of the Smoking Cessation Program. Questions regarding the Smoking Cessation Program should be directed to the Department at 800-442-1300.

# Coordination of Benefits

If a plan participant enrolled in the Program is entitled to primary benefits under another group plan, the amount of benefits payable under the Program may be reduced. The reduction may be to the extent that the total payment provided by all plans does not exceed the total allowable expense incurred for the service. Allowable expense is defined as a medically necessary service for which part of the cost is eligible for payment by this plan or another plan(s).

Under coordination of benefits (COB) rules, the Department's plan first calculates what the benefit would have been for the claim if there was no other plan involved. The Department's plan then considers the amount paid by the primary plan and pays the claim up to 100% of the allowable expense.

**NOTE:** When a managed care health plan is the secondary plan and the plan participant does not utilize the managed care health plan's network of providers or does not obtain the required referrals, the managed care health plan is not required to pay. Refer to the managed care plan's summary plan document for additional information.

The State of Illinois coordinates benefits with the following:

- ◆ Any group insurance plan.
- ◆ Medicare.
- ◆ Any Veterans' Administration (VA) plan.
- ◆ Any "no-fault" motor vehicle plan. This term means a motor vehicle plan which is required by law and provides medical or dental care payments which are made, in whole or in part, without regard to fault. A person who has not complied with the law will be deemed to have received the benefits required by the law.

The State of Illinois does not coordinate benefits with the following:

- ◆ Private individual insurance plans.
- ◆ Any student insurance policy (elementary, high school and college).
- ◆ Medicaid or any other State-sponsored health insurance program.
- ◆ TRICARE.

It is the member's responsibility to provide other insurance information (including Medicare) to the Department's Medicare COB Unit. Any changes to other insurance coverage must be reported promptly to the Department's Medicare COB Unit (contact information located in the Medicare section).

## Order of Benefit Determination

The Department's medical and dental plans follow the National Association of Insurance Commissioners (NAIC) model regulations. These regulations dictate the order of benefit determination, except for members who are eligible for Medicare due to End-Stage Renal Disease (ESRD). Refer to the 'Medicare' section for details regarding coordination of benefits for plan participants eligible for Medicare. **The rules below are applied in sequence.** If the first rule does not apply, the sequence is followed until the appropriate rule that applies is found. Special rules apply for adult children and children of civil union partners. Contact the Department for more information.

### Member

The plan that covers the plan participant as an active member is primary:

1. over the plan that covers the plan participant as a dependent.
2. over the plan that covers the plan participant as a retiree.
3. over the plan that covers the plan participant under COBRA.
4. if it has been in effect the longest, back to the original effective date under the employer group, whether or not the insurance company has changed over the course of coverage.

### Dependent Children of Parents Not Separated or Divorced

The following "Birthday Rule" is used if a child is covered by more than one group plan. The plans must pay in the following order:

1. The plan covering the parent whose birthday\* falls earlier in the calendar year is the primary plan.
2. If both parents have the same birthday, the plan that has provided coverage longer is the primary plan.

\* *Birthday refers only to the month and day in a calendar year, not the year in which the person was born.*

**NOTE:** Some plans not covered by state law may follow the Gender Rule for dependent children. This rule states that the father's coverage is the primary carrier. In the event of a disagreement between two plans, the Gender Rule applies.

# Coordination of Benefits (cont.)

## ***Dependent Children of Separated or Divorced Parents***

If a child is covered by more than one group plan and the parents are separated or divorced, the plans must pay in the following order:

1. The plan of the parent with custody of the child;
2. The plan of the spouse of the parent with custody of the child;
3. The plan of the parent not having custody of the child.

**NOTE:** If the terms of a court order state that one parent is responsible for the healthcare expenses of the child and the health plan has been advised of the responsibility, that plan is primary payer over the plan of the other parent.

## ***Dependent Children of Parents with Joint Custody***

The Birthday Rule applies to dependent children of parents with joint custody.

# Medicare

## Overview

Medicare is a federal health insurance program for individuals age 65 and older, individuals under age 65 with certain disabilities and individuals of any age with End-Stage Renal Disease (ESRD).

The Social Security Administration (SSA) or the Railroad Retirement Board (RRB)\*\* determines Medicare eligibility upon application and enrolls eligible plan participants into the Medicare Program. The Medicare Program is administered by the Centers for Medicare and Medicaid Services (also known as the federal CMS).

### **Medicare has the following parts:**

- ◆ **Part A** is insurance that helps pay for inpatient hospital facility charges, skilled nursing facility charges, hospice care and some home healthcare services. Medicare Part A does not require a monthly premium contribution from plan participants with enough earned work credits. Plan participants without enough earned work credits have the option to enroll in Medicare Part A and pay a monthly premium contribution.
- ◆ **Part B** is insurance that helps pay for outpatient services including physician office visits, labs, x-rays and some medical supplies. Medicare Part B requires a monthly premium contribution.
- ◆ **Part C** (also known as Medicare Advantage) is insurance that helps pay for a combination of the coverage provided in Medicare Parts A, B and sometimes D. An individual must already be enrolled in Medicare Parts A and B in order to enroll in a Medicare Part C plan. Medicare Part C requires a monthly premium contribution.
- ◆ **Part D** is insurance that helps pay for prescription drugs. Generally, Medicare Part D requires a monthly premium contribution.

## Medicare Due to Age

### **Plan Participants Age 65 and older**

**The State Employees Group Insurance Program requires all plan participants to contact the SSA and apply for Medicare benefits three months prior to turning age 65.**

### **Medicare Part A**

Eligibility for premium-free Medicare Part A occurs when an individual is age 65 or older and has earned at least 40 work credits from paying into Medicare through Social Security. An individual who is not eligible for premium-free Medicare Part A benefits based on his/her own work credits may qualify for premium-free Medicare Part A benefits based on the work history of a current, former or deceased spouse. All plan participants that are determined to be ineligible for Medicare Part A based on their own work history are required to apply for premium-free Medicare Part A on the basis of a spouse (when applicable).

If the SSA determines that a plan participant is eligible for premium-free Medicare Part A, the State Employees Group Insurance Program requires that the plan participant accept the Medicare Part A coverage and submit a copy of the Medicare identification card to the Department's Medicare COB Unit upon receipt.

If the SSA determines that a plan participant is not eligible for Medicare Part A benefits at a premium-free rate, the State Employees Group Insurance Program does not require the plan participant to purchase Medicare Part A coverage; however, the State does require the plan participant to provide a written statement from the SSA advising of his/her Medicare Part A ineligibility. The plan participant is required to submit a copy of the SSA statement to the Department's Medicare COB Unit.

### **Medicare Part B**

Most plan participants are eligible for Medicare Part B upon turning the age of 65.

**In order to apply for Medicare benefits, plan participants should contact the local Social Security Administration (SSA) office or call the SSA at 800-772-1213. Plan participants may enroll in Medicare on the SSA website at [ssa.gov/Medicare](https://ssa.gov/Medicare).**

**\*\*Railroad Retirement Board (RRB) participants should contact their local RRB office or call the RRB at 877-772-5772 to apply for Medicare.**

## Medicare (cont.)

The State Employees Group Insurance Program requires plan participants to enroll in Medicare Part B if they are eligible for Medicare Part A benefits at a premium-free rate. Refer to the 'Failure to Enroll in Medicare' section for more information.

### Medicare Due to Disability

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#### *Plan Participants Age 64 and Under*

**Plan participants are automatically eligible for Medicare (Parts A and B) disability insurance after receiving Social Security disability payments for a period of 24 months.**

#### *Medicare Part A*

Plan participants who become eligible for Medicare disability benefits are **required** to accept the Medicare Part A coverage and submit a copy of the Medicare identification card to the Department's Medicare COB Unit upon receipt.

#### *Medicare Part B*

Plan participants who become eligible for Medicare disability benefits are **required** to accept the Medicare Part B coverage. Refer to the 'Failure to Enroll in Medicare' section for more information.

### Medicare Due to End-Stage Renal Disease (ESRD)

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All State Employees Group Insurance Program plan participants who are receiving regular dialysis treatments or who have had a kidney transplant on the basis of ESRD are **required** to apply for Medicare benefits.

Plan participants must contact the Department's Medicare Coordination of Benefits (COB) Unit at 800-442-1300. The Department's Medicare COB Unit calculates the 30-month coordination period in order for plan participants to sign up for Medicare benefits on time to avoid additional out-of-pocket expenditures.

#### *Medicare Part A*

Plan participants who become eligible for Medicare benefits on the basis of ESRD are **required** to accept the Medicare Part A

coverage and submit a copy of the Medicare identification card to the Department's Medicare COB Unit upon receipt.

#### *Medicare Part B*

The State Employees Group Insurance Program requires plan participants to enroll in Medicare Part B if they are eligible for Medicare Part A benefits at a premium-free rate. Plan participants who become eligible for Medicare on the basis of ESRD are required to accept the Medicare Part B coverage when Medicare is determined to be the primary payer. Refer to the 'Failure to Enroll in Medicare' section for more information.

### Medicare Coordination with the Quality Care Health Plan (QCHP)

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When Medicare is the primary payer, QCHP will coordinate benefits with Medicare as follows:

#### *Medicare Part A - Hospital Insurance*

**In-Network Provider:** After Medicare Part A pays, QCHP pays 85% of the Medicare Part A deductible after the QCHP annual plan deductible has been met.

**Out-of-Network Provider:** After Medicare Part A pays, QCHP pays 60% of the Medicare Part A deductible after the QCHP annual plan deductible has been met.

#### *Medicare Part B - Medical Insurance*

**In-Network Provider:** After Medicare Part B pays, QCHP pays 85% of the balance after the QCHP annual plan deductible has been met.

**Out-of-Network Provider:** After Medicare Part B pays, QCHP pays 60% of the balance after the QCHP annual plan deductible has been met.

### Failure to Enroll in Medicare (Medicare Parts A and B Reduction)

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Plan participants who do not enroll in Medicare Parts A and B, are responsible for the portion of your healthcare costs that Medicare would have covered. Failure to enroll or remain enrolled in Medicare when Medicare is determined

## Medicare (cont.)

to be the primary payer will result in a reduction of eligible benefit payments.

### Services and Supplies Not Covered by Medicare

Services and supplies that are not covered by Medicare will be paid in the same manner (i.e., same benefit levels and deductibles) as if the plan participant did not have Medicare (provided the services and supplies meet medical necessity and benefit criteria and would normally be eligible for coverage).

### Medicare Crossover QCHP Members

Medicare Crossover is an electronic transmittal of claim data from Medicare (after Medicare has processed their portion of the claim) to the QCHP plan administrator for secondary benefit determination.

In order to set up Medicare Crossover, plan participants must contact the QCHP plan administrator and provide the Medicare Health Insurance Claim Number (HICN) located on the front side of the Medicare identification card.

### Private Contracts with Providers who Opt Out of Medicare

Some healthcare providers choose to opt out of the Medicare program. When a plan participant has medical services rendered by a provider who has opted out of the Medicare program, a private contract is usually signed explaining that the plan participant is responsible for the cost of the medical services rendered. Neither providers nor plan participants are allowed to bill Medicare. Therefore, Medicare will not pay for the service (even if it would normally qualify as being Medicare eligible) or provide a Medicare Summary Notice to the plan participant. If the service(s) would have normally been covered by Medicare, the plan administrator will estimate the portion of the claim that Medicare would have paid. The plan administrator will then subtract that amount from the total charge and adjudicate the claim for any eligible secondary reimbursement. The difference between the total charge and the eligible reimbursement amount is the plan participant's responsibility.

#### Medicare COB Unit Contact Information

Department of Central Management Services  
Medicare Coordination of Benefits Unit  
801 S. 7th Street, P.O. Box 19208  
Springfield, Illinois 62794-9208

Phone: 800-442-1300 or 217-782-7007  
Fax: 217-557-3973

# Subrogation and Reimbursement

## Overview

Department plans will not pay for expenses incurred for injuries received as the result of an accident or incident for which a third party is liable. These plans also do not provide benefits to the extent that there is other coverage under nongroup medical payments (including automobile liability) or medical expense type coverage to the extent of that coverage.

However, the plans will provide benefits otherwise payable under one of these plans, to or on behalf of its covered persons, but only on the following terms and conditions:

- ◆ In the event of any payment under one of these plans, the plan shall be subrogated to all of the covered person's rights of recovery against any person or entity. The covered person shall execute and deliver instruments and documents and do whatever else is necessary to secure such rights. The covered person shall do nothing after loss to prejudice such rights. The covered person shall cooperate with the plan and/or any representatives of the plan in completing such documents and in providing such information relating to any accident as the plan by its representatives may deem necessary to fully investigate the incident. The plan reserves the right to withhold or delay payment of any benefits otherwise payable until all executed documents required by this provision have been received from the covered person.
  - ◆ The plan is also granted a right of reimbursement from the proceeds of any settlement, judgment or other payment obtained by or on behalf of the covered person. This right of reimbursement is cumulative with and not exclusive of the subrogation right granted in the preceding paragraph, but only to the extent of the benefits paid by the plan.
  - ◆ The plan, by payment of any proceeds to a covered person, is thereby granted a lien on the proceeds of any settlement, judgment or other payment intended for, payable to or received by or on behalf of the covered person or a representative. The covered person in consideration for such payment of proceeds, consents to said lien and shall take whatever steps are necessary to help the plan secure said lien.
- ◆ The subrogation and reimbursement rights and liens apply to any recoveries made by or on behalf of the covered person as a result of the injuries sustained, including but not limited to the following:
    - Payments made directly by a third party tortfeasor or any insurance company on behalf of a third party tortfeasor or any other payments on behalf of a third party tortfeasor.
    - Any payments or settlements or judgments or arbitration awards paid by any insurance company under an uninsured or underinsured motorist coverage, whether on behalf of a covered person or other person.
    - Any other payments from any source designed or intended to compensate a covered person for injuries sustained as the result of negligence or alleged negligence of a third party.
    - Any Workers' Compensation award or settlement.
  - ◆ The parents of any minor covered person understand and agree that the State's plan does not pay for expenses incurred for injuries received as a result of an accident or incident for which a third party is liable. Any benefits paid on behalf of a minor covered person are conditional upon the plan's express right of reimbursement. No adult covered person hereunder may assign any rights that such person may have to recover medical expenses from any tortfeasor or other person or entity to any minor child or children of the adult covered person without the express prior written consent of the plan. In the event any minor covered child is injured as a result of the acts or omissions of any third party, the adult covered persons/parents agree to promptly notify the plan of the existence of any claim on behalf of the minor child against the third party tortfeasor responsible for the injuries. Further, the adult covered persons/parents agree, prior to the commencement of any claim against the third party tortfeasors responsible for the injuries to the minor child, to either assign any right to collect medical expenses from any tortfeasor or other person or entity to the plan, or at their election, to prosecute a claim for medical expenses on behalf of the plan.

## Subrogation and Reimbursement (cont.)

In default of any obligation hereunder by the adult covered persons/parents, the plan is entitled to recover the conditional benefits advanced plus costs (including reasonable attorneys' fees), from the adult covered persons/parents.

- ◆ No covered person shall make any settlement which specifically excludes or attempts to exclude the benefits paid by the plan.
- ◆ The plan's right of recovery shall be a prior lien against any proceeds recovered by a covered person, which right shall not be defeated nor reduced by the application of any so-called "Made-Whole Doctrine," "Rimes Doctrine" or any other such doctrine purporting to defeat the plan's recovery rights by allocating the proceeds exclusively to nonmedical expense damages.
- ◆ No covered person under the plan shall incur any expenses on behalf of the plan in pursuit of the plan's rights to subrogation or reimbursement, specifically, no court costs nor attorneys' fees may be deducted from the plan's recovery without the prior express written consent of the plan. This right shall not be defeated by any so-called "Fund Doctrine," "Common Fund Doctrine" or "Attorney's Fund Doctrine."
- ◆ The plan shall recover the full amount of benefits paid hereunder without regard to any claim of fault on the part of any covered person, whether under comparative negligence or otherwise.
- ◆ The benefits under this plan are secondary to any coverage under no-fault, medical payments or similar insurance.
- ◆ This subrogation and reimbursement provision shall be governed by the laws of the State of Illinois.
- ◆ In the event that a covered person shall fail or refuse to honor its obligations hereunder, the plan shall have a right to suspend the covered person's eligibility and be entitled to offset the reimbursement obligation against any entitlement for future medical benefits, regardless of how those medical benefits are incurred. The suspension and offset shall continue until such time as the covered person has fully complied with his obligations hereunder.

# Claim Filing

In general, most dental, medical and behavioral health providers file claims for reimbursement with the insurance carrier. Out-of-network vision claims and pharmacy expenses typically must be filed by the member. In situations where a claim is not filed by the provider, the member must file the claim within a specific period of time.

All claims should be filed promptly. Claim forms are available on the plan administrators' website and on the [MyBenefits.illinois.gov](https://www.mybenefits.illinois.gov) website.

- ◆ In-network QCHP medical and behavioral health claims must be filed within 90 days from the date in which the charge was incurred.
- ◆ Out-of-network QCHP medical and behavioral health claims must be filed within 180 days from the date in which the charge was incurred.
- ◆ Out-of-network dental claims must be filed no later than one-year from the ending date of the plan year in which the charge was incurred.
- ◆ Out-of-network pharmacy claims for the open access plans (OAPs) and QCHP must be filed no later than one-year from the ending date of the plan year in which the charge was incurred.
- ◆ Out-of-network vision claims are required to be filed no later than 180 days (6 months) from the date of service in order to be considered for reimbursement.

Filing deadlines for managed care plans, including behavioral health services offered under the managed care plan, may be different. Contact the managed care plan directly for deadlines and procedures.

## Claim Filing Procedures

All communication to the plan administrators must include the retiree, annuitant or survivor's social security number (SSN) and appropriate group number as listed on the identification card. This information must be included on every page of correspondence.

- ◆ Complete the claim form obtained from the appropriate plan administrator.
- ◆ Attach the itemized bill from the provider of services to the claim form. The itemized bill must include name of patient, date of service, diagnosis, procedure code and the provider's name, address and telephone number.
- ◆ If the person for whom the claim is being submitted has primary coverage under another group plan or Medicare, the explanation of benefits (EOB) or the Medicare Summary Notice (MSN) from the other plan must also be attached to the claim.
- ◆ The plan administrator may communicate directly with the plan participant or the provider of services regarding any additional information that may be needed to process a claim.
- ◆ The benefit check will be sent and made payable to the member (not to any dependents), unless otherwise indicated by law, or benefits have been assigned directly to the provider of service.
- ◆ If benefits are assigned, the benefit check will be made payable to the provider of service and mailed directly to the provider. An EOB is sent to the plan participant to verify the benefit determination.
- ◆ QCHP claims are adjudicated using industry standard claim processing software and criteria. Claims are reviewed for possible bundling and unbundling of services and charges.

# Claim Appeal Process

Under the State Employees Group Insurance Program (Program) there are formal procedures to follow in order to file an appeal of an adverse benefit determination. **The appropriate plan administrator will provide more information regarding the plan administrator's internal appeal process.**

## Categories of Appeal

There are two separate categories of appeals: medical and administrative. The plan administrator determines the category of appeal and will send the plan participant written notification regarding the category of appeal, the plan participant's appeal rights and information regarding how to initiate an appeal from the plan administrator.

- ◆ **Medical Appeals.** Medical appeals pertain to benefit determinations involving medical judgment, including claim denials determined by the plan administrator to be based on lack of medical necessity, appropriateness, healthcare setting, level of care or effectiveness; denials pursuant to Section 6.4 of the State Employees Group Insurance Act; and denials for services determined by the plan administrator to be experimental or investigational. Medical appeals also pertain to retroactive cancellations or discontinuations of coverage, unless the cancellation or discontinuation relates to a failure to pay required premiums or contributions.
- ◆ **Administrative Appeals.** Administrative appeals pertain to benefit determinations based on plan design and/or contractual or legal interpretations of plan terms that do not involve any use of medical judgment.

## Quality Care Health Plan (QCHP) and Open Access Managed Care Plans Appeal Process

Members enrolled in either the QCHP or one of the open access managed care plans may utilize an internal appeal process which may be followed by an external review, if needed. For urgent care situations, the plan participant may bypass the internal appeal process and request an expedited external review (see "Expedited External Review- Medical Appeals Only" for urgent care situations in the box).

### **Expedited External Review - Medical Appeals Only**

For medical appeals involving urgent care situations, the plan participant may make a written or oral request for expedited external review after the plan administrator makes an adverse benefit determination, even if the plan administrator's internal appeal process has not been exhausted. The external reviewer will review the request to determine whether it qualifies for expedited review. If the external reviewer determines that the request qualifies for expedited review, the external reviewer will provide a final external review decision within 72 hours after the receipt of the request. If the external reviewer decides in favor of the plan participant, the decision shall be final and binding on the plan administrator.

### **Step 1: Internal Appeal Process**

The internal appeal process is available through the health plan administrator. The plan administrator's internal appeal process must be followed before the plan participant may seek an external review, except for urgent care situations. For urgent care situations, the plan participant may request an expedited external review (see "Expedited External Review- Medical Appeals Only" for urgent care situations).

#### **First-Level Internal Appeals**

First-level appeals must be initiated with the plan administrator within 180 days of the date of receipt of the initial adverse benefit determination. All appeals will be reviewed and decided by an individual(s) who was not involved in the initial claim decision. Each case will be reviewed and considered on its own merits. If the appeal involves a medical judgment, it will be reviewed and considered by a qualified healthcare professional. In some cases, additional information, such as test results, may be required to determine if additional benefits are available. Once all required information has been received by the plan administrator, the plan administrator shall provide a decision within the applicable time frame: 15 days for pre-service authorizations, 30 days for post-service claims, or 72 hours for urgent care claims.

# Claim Appeal Process (cont.)

## **Step 2: External Review Process**

After the completion of the plan administrator's internal appeal process, the plan participant may request an external review of the plan administrator's final internal benefit determination. The process for external review will depend on whether the appeal is an administrative appeal or medical appeal.

### **Administrative Appeals**

For administrative appeals, if, after exhausting every level of review available through the plan administrator, the plan participant still feels that the final benefit determination by the plan administrator is not consistent with the published benefit coverage, the plan participant may appeal the plan administrator's decision to CMS' Group Insurance Division. For an appeal to be considered by CMS' Group Insurance Division, the plan participant must appeal in writing within sixty (60) days of the date of receipt of the plan administrator's final internal adverse benefit determination. All appeals must be accompanied by all documentation supporting the request for reconsideration.

### **Submit Administrative Appeal Documentation to:**

CMS Group Insurance Division  
801 S. 7th Street  
P.O. Box 19208  
Springfield, IL 62794-9208

The decision of CMS' Group Insurance Division shall be final and binding on all parties.

### **Medical Appeals**

#### **External Review**

For medical appeals, if, after exhausting every level of review available through the plan administrator, the plan participant still feels that the final benefit determination is not consistent with the published benefit coverage, the plan participant may request an independent external review of the plan administrator's decision. A request for an external review must be filed in writing within four (4) months of the date of receipt of the plan administrator's final internal adverse benefit determination. The plan administrator will provide more information regarding how to file a request for external review. The plan participant will be given the opportunity to submit additional written comments and supporting medical documentation regarding the claim to the external reviewer.

The external reviewer will provide a final external review decision within 45 days of the receipt of the request. If the external reviewer decides in favor of the plan participant, the decision shall be final and binding.

# Claim Appeal Process (cont.)

## Appeal Process for Fully-Insured Managed Care Health Plans

The Department of Central Management Services (CMS) does not have the authority to review or process fully-insured managed care health plan appeals. Fully-insured managed care health plans must comply with the Managed Care Reform and Patient Rights Act. In order to file a formal appeal, refer to the process outlined in the managed care health plan's summary plan document (SPD) or certificate of coverage. Specific timetables and procedures apply. Plan participants may call the customer service number listed on their identification card to request a copy of such documents.

### ***Assistance with the Appeal Process***

For questions regarding appeal rights and/or assistance with the appeal process, a plan participant may contact the Employee Benefits Security Administration at 866-444-EBSA (3272). A consumer assistance program may also be able to assist the plan participant. Requests for assistance from the consumer assistance program should be sent to:

Office of Consumer Health Insurance  
Consumer Services Section  
122 S. Michigan Ave., 19th FL  
Chicago, IL 60603  
insurance.illinois.gov  
877-527-9431  
Email: doi.director@illinois.gov

or

Illinois Department of Insurance  
320 W. Washington St, 4th Floor  
Springfield, IL 62727

# Chapter 4

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## Chapter 4: Reference

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# Glossary

**Additional Deductible:** Deductibles that are in addition to the annual plan deductible.

**Admission:** Entry as an inpatient to an accredited facility, such as a hospital or skilled care facility, or entry to a structured outpatient, intensive outpatient or partial hospitalization program.

**Adverse Claim Determination:** A denial, reduction, termination of or failure to pay for a benefit, whether in whole or in part. Adverse claim determinations include rescissions of coverage.

**Allowable Charges:** The maximum amount the plan will pay an out-of-network healthcare professional for billed services.

**Allowable Expense:** A medically necessary service for which part of the cost is eligible for payment by this plan or another plan(s).

**Annuitant:** A member who began receiving an annuity on or after January 1, 1966.

**Authorization:** The result of a review that approves treatment as meeting medical necessity criteria and appropriateness of care.

**Benefit:** The amount payable for services obtained by plan participants and dependents.

**Benefit Choice Period:** A designated period when members may change benefit coverage elections, ordinarily held May 1 through May 31.

**Certificate of Coverage:** A document containing a description of benefits provided by licensed insurance plans. Also known as a summary plan document (SPD).

**Civil Union:** Civil union means a legal relationship between two persons, of either the same or opposite sex, established pursuant to the Illinois Religious Freedom Protection and Civil Union Act.

**Civil Union Partner:** A party to a civil union.

**Claim:** A paper or electronic billing. This billing must include full details of the service received, including name, age, sex, identification number, the name and address of the provider, an itemized statement of the service rendered or furnished, the date of service, the diagnosis and any other information which a plan may request in connection with services rendered.

**Claim Payment:** The benefit payment calculated by a plan, after submission of a claim, in accordance with the benefits described in this handbook.

**Coinsurance:** The percentage of the charges for eligible services for which the plan participant is responsible after any applicable deductible has been met.

**Coordination of Benefits:** A method of integrating benefits payable under more than one group insurance plan.

**Copayment:** A specific dollar amount the plan participant is required to pay for certain services covered by a plan.

**Covered Services:** Services that are eligible for benefits under a plan.

**Creditable Coverage:** The amount of time a plan participant had continuous coverage under a previous health plan.

**Custodial Care:** Room and board or other institutional or nursing services which are provided for a patient due to age or mental or physical condition mainly to aid in daily living; or, medical services which are given merely as care to maintain present state of health and which cannot be expected to improve a medical condition.

**Deductible:** The amount of eligible charges plan participants must pay before insurance payments begin.

**Deferred Annuitant:** Person who began receiving an annuity one year or more after terminating State employment.

**Department:** The Department of Central Management Services, also referred to as CMS.

**Dependent:** A member's spouse, civil union partner, child or other person as defined by the State Employees Group Insurance Act of 1971, as amended (5 ILCS 375/1 et seq.). For purposes of the health plan only, the term dependent also includes a domestic partner.

**Diagnostic Service:** Tests performed to diagnose a condition due to symptoms or to determine the progress of an illness or injury. Examples of these types of tests are x-rays, pathology services, clinical laboratory tests, pulmonary function studies, electrocardiograms (ECG), electroencephalograms (EEG), radioisotope tests and electromyograms.

## Glossary (cont.)

**Domestic Partner:** An unrelated, same-sex individual, age 19 or older, who resides in the same household and has a financial and emotional interdependence consistent with that of a married couple for a period of not less than one year.

**Eligible Charges:** Charges for covered services and supplies which are medically necessary and based on charges as determined by a plan administrator.

**Emergency Services:** Services provided to alleviate severe pain or for immediate diagnosis and/or treatment of conditions or injuries such that in the opinion of the prudent layperson might result in permanent disability or death if not treated immediately.

**Evidence of Insurability:** Documentation that an individual's health condition is satisfactory for coverage. May require proof of age or an evidence of insurability status from the physician. Evidence of insurability is generally required to add Spouse Life insurance and to increase Member Optional Life insurance.

**Exclusions and Limitations:** Services not covered under the State Employees Group Insurance Program, or services that are provided only with certain qualifications, conditions or limits.

**Experimental:** Medical services or supplies in which new treatments or products are tested for safety and effect on humans.

**Explanation of Benefits (EOB):** A statement from a plan administrator explaining benefit determination for services rendered.

**Final Internal Determination:** The final benefit determination made by a plan administrator after a plan participant has exhausted all appeals available through the plan administrator's formal internal appeals process.

**Fiscal Year (FY):** Begins on July 1 and ends on June 30.

**Formulary (Prescription Drugs):** A list of drugs and ancillary supplies approved by the prescription drug plan administrator for inclusion in the prescription drug plan. The formulary list is subject to change.

**Fully Insured:** All claims and costs are paid by the insurance company.

**Generic Drug:** Therapeutic equivalent of a brand name drug and must be approved by the U.S. Food and Drug Administration for safety and effectiveness.

**Group Insurance Representative (GIR):** An individual who provides information and/or materials and processes enrollment changes related to benefits.

**Hospice:** A program of palliative and supportive services for terminally ill patients that must be approved by a plan administrator as meeting standards including any legal licensing requirements.

**Hospital:** A legally constituted and licensed institution having on the premises organized facilities (including organized diagnostic and surgical facilities) for the care and treatment of sick and injured persons by or under the supervision of a staff of physicians and registered nurses on duty or on call at all times.

**Identification Card:** Document identifying eligibility for benefits under a plan.

**Immediate Annuitant:** Person who began receiving an annuity within one year of terminating State employment.

**Independent External Review:** An external review, conducted by an independent third party of a plan administrator's adverse claim determination or final internal determination.

**Initial Enrollment Period:** The 60-day period beginning with the benefit begin date.

**Injury:** Damage inflicted to the body by external force.

**Inpatient Services:** A hospital stay of 24 or more hours.

**Intensive Outpatient Program (Behavioral Health Services):** Services offered to address treatment of mental health or substance abuse and could include individual, group or family psychotherapy and adjunctive services such as medical monitoring.

**Investigational:** Procedures, drugs, devices, services and/or supplies which (a) are provided or performed in special settings for research purposes or under a controlled environment and which are being studied for safety, efficiency and effectiveness, and/or (b) are awaiting endorsement by the appropriate National Medical Specialty College or Federal Government agency for general use by the medical community at the time they are rendered to a covered person, and (c) with respect to drugs, combination of drugs and/or devices, which have not received final approval by the Food and Drug Administration at the time used or administered to the covered person.

## Glossary (cont.)

**Itemized Bill:** A form submitted for claim purposes; must have the name of the patient, description, diagnosis, date and cost of services provided.

**Medical Documentation:** Additional medical information required to substantiate the necessity of procedures performed. This could include daily nursing and doctor notes, additional x-rays, treatment plans, operative reports, etc.

**Medicare:** A federally operated insurance program providing benefits for eligible persons.

**Medicare Summary Notice (MSN):** A quarterly statement from Medicare explaining benefit determination for services rendered.

**Member:** Employee, annuitant, retired employee, survivor or COBRA participant.

**MyBenefits Service Center (MBSC):** The MyBenefits Service Center (MBSC) is a custom benefits solution service provider for the Department. The MBSC will manage the detailed enrollment process of member benefits through online technical support via the MyBenefits.illinois.gov website and telephonic support via the MyBenefits Service Center 844-251-1777. The MBSC is now the member's primary contact for answering questions you may have about your eligibility for coverage and to assist you in enrolling or changing the benefits you have selected.

**Non-IRS:** Any dependent who is not considered a qualifying child or a qualifying relative, as defined by the IRS, and cannot be claimed as a dependent for income tax purposes.

**Nonpreferred Brand Drug:** Prescription drugs available at the highest copayment. Many high cost specialty drugs fall under the nonpreferred drug category.

**Out-of-Pocket Maximum:** The maximum dollar amount paid out of pocket for covered expenses in any given plan year. After the out-of-pocket maximum has been met the plan begins paying at the 100% of allowable charges for eligible covered expenses.

**Outpatient Services (Behavioral Health Services):** Care rendered for the treatment of mental health or substance abuse when not confined to an inpatient hospital setting.

**Outpatient Services (Medical/Surgical):** Services provided in a hospital emergency room or outpatient clinic, at an ambulatory surgical center or in a doctor's office.

**Partial Hospitalization (Behavioral Health Services):** Services offered to address treatment of mental health or substance abuse and could include individual, group or family psychotherapy. Services are medically supervised and essentially the same intensity as would be provided in a hospital setting except that the patient is in the program less than 24 hours per day.

**Physician/Doctor:** A person licensed to practice under the Illinois Medical Practice Act or under similar laws of Illinois or other states or countries; a Christian Science Practitioner listed in the Christian Science Journal at the time the medical services are provided.

**Plan:** A specifically designed program of benefits.

**Plan Administrator:** An organization, company or other entity contracted to review and approve benefit payments, pay claims, and perform other duties related to the administration of a specific plan.

**Plan Participant:** An eligible person enrolled and participating in the Program.

**Plan Year:** July 1 through the following June 30.

**Preferred Brand Drug:** A list of drugs, biologicals and devices approved by the pharmacy benefit manager for inclusion in the prescription drug plan. These drugs are proven to be both clinically and cost effective. The preferred brand drug list is subject to change.

**Prescription Drugs:** Medications which are lawfully obtained with a prescription from a physician/doctor or dentist.

**Pretreatment Estimate (Dental):** A provider's statement, including diagnostic x-rays and laboratory reports describing planned treatment and expected charges which is reviewed by the dental plan administrator for verification of eligible benefits.

**Preventive Service:** Routine services which do not require a diagnosis or treatment of an illness or injury.

**Primary Care Physician/Primary Care Provider (PCP):** The physician or other medical provider a plan participant selects under a managed care plan to manage all healthcare needs.

**Professional Services:** Eligible services provided by a licensed medical professional, including but not limited to a physician, radiologist, anesthesiologist, surgeon, physical therapist, etc.

## Glossary (cont.)

**Program:** The State Employees Group Insurance Program as defined by the State Employees Group Insurance Act of 1971, as amended (5 ILCS 375/1 et seq.).

**Provider:** Any organization or individual which provides services or supplies to plan participants. This may include such entities as hospitals, pharmacies, physicians, laboratories or home health companies.

**Quality Care Health Plan (QCHP) Hospital:** A hospital or facility with which the Quality Care Health Plan plan has negotiated favorable rates.

**Qualified Beneficiary:** A qualified beneficiary is an individual (including member, spouse, civil union partner, domestic partner and child) who loses employer-provided group health coverage and is entitled to elect COBRA coverage. The individual must have been covered by the plan on the day before the qualifying event occurred and enrolled in COBRA effective the first day of eligibility or be a newborn or newly adopted child of the covered member.

**Residential Treatment:** 24-hour level of care that provides persons severe mental disorders and persons with substance-related disorders with long-term care. This care is medically monitored, with 24-hour medical and nursing services availability. Residential care typically provides less intensive medical monitoring than acute hospitalization care. Residential care includes treatment with a range of diagnostic and therapeutic behavioral health services. Licensure for residential is at the residential intermediate level of care or as an intermediate level of care.

**Retiree:** A member who retired before January 1, 1966, and began to receive an annuity.

**Schedule of Benefits:** A listing of specific services covered by the Quality Care Dental Plan and the vision plan.

**Second Opinion:** An opinion rendered by a second physician prior to the performance of certain nonemergency, elective surgical procedures or medical treatments.

**Self Insured:** All claims and costs are paid by the State of Illinois.

**Self-Service Tools:** Using the Self-Service tools online allows the member to create a life event (such as getting married, adding a child etc) online as the electronic version of submitting a paper form to the Department.

**Skilled Nursing Service:** Noncustodial professional services provided by a registered nurse (RN) or licensed practical nurse

(LPN) which require the technical skills and professional training of such a licensed professional acting within the scope of their licensure.

**Spouse:** A person who is legally married to the member as defined under Illinois law and pursuant to the Internal Revenue Service Code.

**Spouse Life:** Term life insurance coverage that covers the member's spouse or civil union partner, but does not cover a domestic partner.

**State Employees Group Insurance Act:** The statutory authority for benefits offered by the Department (5 ILCS 375/1 et seq.).

**Survivor:** Spouse, civil union partner, dependent child(ren) or dependent parent(s) of a deceased member as determined by the appropriate state retirement system.

**Surgery:** The performance of any medically recognized, noninvestigational surgical procedure including specialized instrumentation and the correction of fractures or complete dislocations and any other procedures as reasonably approved by a plan.

**Telemedicine/telehealth:** The remote diagnosis and treatment of patients by means of telecommunications technology that is compliant with HIPAA requirements.

**Urgent Care Claim:** Any claim for medical care or treatment with respect to the application of the time periods for making nonurgent care determinations could: 1) seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function; or 2) in the opinion of the physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim.

**Wilderness Program:** A planned, systematic service approach that includes a variety of therapeutic services provided in the outdoor environment for individuals with medical conditions and behavioral health disorders.

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