



## This Amendment is effective July 1, 2022, and applies to coverage to the North Dakota Public Employees Retirement System (NDPERS) Grandfathered Dakota PPO/Basic Plan Certificate of Insurance. You should keep this Plan Amendment with your Certificate of Insurance.

### Help understanding this document is free.

If you would like this policy in another format (for example, a larger font size or a file for use with assistive technology, like a screen reader), please call us at (800) 499-3416 (toll-free) | TTY/TDD: 711 (toll-free).

### Help in a language other than English is also free.

Please call (800) 752-5863 (toll-free) to connect with us using free translation services.

## Notice of Privacy Practices

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

This Notice of Privacy Practices ("Notice") applies to Sanford Health Plan including Align powered by Sanford Health Plan and Great Plains Medicare Advantage. If you have questions about this Notice, please contact Customer Service at (800) 752-5863 (toll-free) | TTY/TDD 711.

This Notice describes how we will use and disclose your health information. The terms of this Notice apply to all health information generated or received by Sanford Health Plan, whether recorded in our business records, your medical record, billing invoices, paper forms, or in other ways. Unless otherwise provided by law, any data or information pertaining to the health, diagnosis, or treatment of a Member under a policy or contract, or a prospective Member, obtained by Sanford Health Plan from that person or from a health care Provider, regardless of whether the information is in the form of paper, is preserved on microfilm, or is stored in computer-retrievable form, is confidential and may not be disclosed to any person except as set forth below.

### HOW WE USE AND DISCLOSE YOUR HEALTH INFORMATION

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

- **Help manage the health care treatment you receive:** We can use your health information and share it with professionals who are treating you. For example, a doctor may send us information about your diagnosis and treatment plan so we can arrange additional services.
- **Pay for your health services:** We can use and disclose your health information as we pay for your health services. For example, we share information about you with your Primary Care Practitioner and/or Provider to coordinate payment for those services.
- **For our health care operations:** We may use and share your health information for our day-to-day operations, to improve our services, and contact you when necessary. For example, we use health information about you to develop better services for you. We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage. This does not apply to long-term care plans.
- **Administer your plan:** We may disclose your health information to your health plan sponsor for plan administration. For example, your company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the Premiums we charge.

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

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

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

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

We may contact you in the following situations:

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

#### **YOUR RIGHTS THAT APPLY TO YOUR HEALTH INFORMATION**

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

- **Get a copy of your health and claims records:** You can ask to see or get a paper or electronic copy of your health and claims records and other health information we have about you. We will provide a copy or summary to you usually within thirty (30) calendar days of your request. We may charge a reasonable, cost-based fee.
- **Ask us to correct your health and claims records:** You can ask us to correct health information that you think is incorrect or incomplete. We may deny your request, but we'll tell you why in writing. These requests should be submitted in writing to the contact listed below.
- **Request confidential communications:** You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. Reasonable requests will be approved. We must say "yes" if you tell us you would be in danger if we do not.
- **Ask us to limit what we use or share:** You can ask us to restrict how we share your health information for treatment, payment, or our operations. We are not required to agree to your request, and we may say "no" if it would affect your care. If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.
- **Get a list of those with whom we've shared information:** You can ask for a list (accounting) of the times we've shared your health information for six (6) years prior, who we've shared it with, and why. We will include all disclosures except for those about your treatment, payment, and our health care operations, and certain other disclosures (such as those you asked us to make). We will provide one (1) accounting a year for free, but we will charge a reasonable cost-based fee if you ask for another within twelve (12) months.
- **Get a copy of this privacy notice:** You can ask for a paper copy of this Notice at any time, even if you have agreed to receive it electronically. We will provide you with a paper copy promptly.
- **Choose someone to act for you:** If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information. We will make sure the person has this authority and can act for you before we take any action.
- **File a complaint if you feel your rights are violated:** You can complain to the U.S. Department of Health and Human Services Office for Civil Rights if you feel we have violated your rights. We can provide you with their address. You can also file a complaint with us by using the contact information below. We will not retaliate against you for filing a complaint.

**Contact Information:**

Sanford Health Plan  
Customer Service  
PO Box 91110  
Sioux Falls, SD 57109-1110  
(800) 752-5863 (toll-free) | TTY/TDD 711

**OUR RESPONSIBILITIES REGARDING YOUR HEALTH INFORMATION**

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

**CHANGES TO THIS NOTICE**

We may change the terms of this Notice, and the changes will apply to all information we have about you. The new Notice will be available upon request and online at [www.sanfordhealthplan.com](http://www.sanfordhealthplan.com).

**EFFECTIVE DATE**

This Notice of Privacy Practices is effective February 1, 2022.

**NOTICE OF AFFILIATED COVERED ENTITY DESIGNATION**

Sanford Health Plan, Sanford Health, and The Evangelical Lutheran Good Samaritan Society, as covered entities under common ownership and control, have designated themselves and subsidiaries as a single covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA). Sanford Health Plan shares health information about its members with the affiliated covered entity participants for treatment and other purposes as allowed by HIPAA and applicable law.

## Introduction

### HOW TO CONTACT SANFORD HEALTH PLAN ["THE PLAN"]

Appeals and Grievances Department	(800) 752-5863 (toll free) or TTY/TDD: 711 (toll free)
Translation Services	(800) 752-5863 (toll-free)

### TRANSLATION SERVICES

The Plan can arrange for translation services. Free written materials are available in several different languages and free oral translation services are available. Call toll-free (800) 752-5863 (toll-free) | TTY/TDD 711 (toll-free). for help and to access translation services.

**Spanish (Español):** Para obtener asistencia en Español, llame al (800) 752-5863 (toll-free).

**Tagalog (Tagalog):** Kung kailangan ninyo ang tulong sa Tagalog tumawag sa (800) 752-5863 (toll-free).

**Chinese (中文):** 如果需要中文的帮助, 请拨打这个号码 (800) 752-5863 (toll-free).

**Navajo (Dine):** Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' (800) 752-5863 (toll-free).

## Section 3 Covered Services

### 3.1 HEALTH SERVICES PROVIDED BY PRACTITIONERS AND PROVIDERS

#### 3.1.26 PREVENTIVE CARE, ADULTS & CHILDREN

- Fecal Occult Blood Testing for Colorectal Cancer Screening for Members age 45 and older

#### 3.1.28 TELEHEALTH SERVICES (VIRTUAL VISITS)

Services for telehealth are covered when the following conditions are met:

- The encounter involves a qualifying CPT code that the Health Plan has approved to be conducted by telehealth.
- The services are medically necessary and meet the definition of Covered Health Services as described in this Plan document.
- The technology platform used for the encounter is HIPAA compliant.
- The technology platform used for the encounter allows for fully synchronous, real-time, audio-video connection between the patient and the provider for the duration of the encounter.
- If the patient is physically present with one provider (host location) and is being connected to a remote (distant) provider, charges by the host provider as an originating site to facilitate the connection with the distant provider performing the service are also eligible for coverage, as well as the qualifying charges from the distant provider for conducting the telehealth encounter.

These services shall be available only when services are provided by Participating Providers. Cost share may be subject to applicable Deductible and/or Cost Sharing Amounts and vary based on platform used to complete the visit. For more information, please refer to the Virtual Care Policy at [sanfordhealthplan.com](http://sanfordhealthplan.com).

### 3.5 OUTPATIENT PRESCRIPTION DRUG BENEFITS

#### 3.5.1 BENEFIT DESCRIPTION

- Prescription refills will be covered when 75% of your prescription has been used up with a surplus limit of 10 days. The surplus limit is calculated based on the amount of medication obtained over the previous 180 days and limits you to a maximum of 10 days of additional medication at any given time.
- If you receive a brand name drug when there is a generic equivalent or biosimilar alternative available, you will be required to pay a brand penalty. The brand penalty consists of the price difference between a brand name drug and the generic equivalent or biosimilar alternative, in addition to applicable cost sharing (copay and/or deductible/coinsurance) amounts. Brand penalties do not apply to your deductible or maximum out of pocket.

### 3.7 SCHEDULE OF BENEFITS

#### 3.7.3 BENEFIT SCHEDULE

Coinsurance for non-formulary medications does not apply to the \$1,200 coinsurance maximum amount

### 3.8 OUTLINE OF COVERED SERVICES

*This section has been REMOVED:*

#### **Tobacco Cessation Services**

## Section 4 Limited and Non-Covered Services

### 4.1 GENERAL MEDICAL EXCLUSIONS

#### ADDED:

- Chemical peel for acne
- LASIK eye surgery
- Services not Medically appropriate to do via telehealth

#### REMOVED:

- Behavioral therapy, modification, or training, including Applied Behavioral Analysis (ABA)

## Section 5 How Services are Paid for Under the Certificate of Insurance

## 5.4 BALANCE BILLING FROM NON-PARTICIPATING PROVIDERS

Balance billing, sometimes referred to as surprised billing, is the practice of a medical provider charging a patient for the difference between the total cost of services being billed and the amount the insurance pays. When a Member receives Covered Services from an In-Network Participating Practitioner and/or Provider, the Member is protected from balance billing because the provider cannot attempt to collect charges above what Sanford Health Plan reimburses. When Sanford Health Plan does not have a contractual relationship in place and the provider is a Non-Participating Provider, they may not accept Sanford Health Plan's payment arrangements and Members may be balance billed for services received.

Members may be balance billed in emergency situations even when Sanford Health Plan covers all of the charges at an In-Network Level if the provider is a Non-Participating Provider who will not accept our payment as full and final. In such circumstances, the Non-Participating Provider must satisfy the Notice and Consent Process and Requirements before sending surprise bills. Out-of-Network facilities and providers are prohibited from sending surprise bills for out-of-network cost sharing without signed consent from the Member. Please check the Sanford Health Plan provider directory before receiving services to make sure you are seeing an In-Network Participating Practitioner and/or Provider.

If you think you've been wrongly billed, contact the No Surprises Help Desk (NSHD) at 1-800-985-3059 or visit <https://www.cms.gov/nosurprises/consumers> for more information about your rights under federal law. For Minnesota residents, you may also contact the Minnesota Department of Commerce at (651) 539-1600 or 1-800-657-3602 for more information about your rights under Minnesota law.

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**All other terms and provisions of your Certificate of Insurance, including any amendments we may have previously issued, remain unaltered and in effect.**