Agenda

Winterport Town Council

DATE	August 22, 2023
TIME	6:30 PM
LOCATION	44 Main Street, Winterport
NEXT MEETING	September 12, 2023

- 1. COUNCIL MEMBERS IN ATTENDANCE
- 2. PLEDGE OF ALLEGIANCE
- 3. APPROVAL OF THE AGENDA
- 4. CONSENT AGENDA
 - 1. SIGNATURES OF WARRANTS
 - 2. APPROVAL OF MINUTES
 - 3. COMMUNICATIONS (NONE UNLESS NOTED)
 - 4. APPOINTMENTS & RESIGNATIONS (NONE UNLESS NOTED)
 - 5. COMMITTEE MINUTES
- 5. PUBLIC COMMENTS
- 6. COMMITTEE REPORTS
 - LAND ORDINANCE REVIEW COMMITTEE
- 7. UNFINISHED BUSINESS
 - POLICY & ORDINANCE REVIEW
 - MASON'S BOTTLE BUILDING
- 8. NEW BUSINESS
 - SECOND TIME AROUND BUILDING
 - TAX ACQUIRED PROPERTY L.D. 101
 - HEALTH INSURANCE MMA

- 9. MANAGER'S REPORT
- 10. COUNCILOR'S COMMENTS
- 11. EXECUTIVE SESSION (NOT SCHEDULED UNLESS NOTED)
- 12. ADJOURNMENT

Minutes

Winterport Town Council

DATE	August 8 , 2023
TIME	6:30 PM
MEETING CALLED TO ORDER BY	Kevin Kelley at 6:38PM

COUNCIL MEMBERS IN ATTENDANCE

Chair – Kevin Kelley Councilor Stephen Cooper Councilor Ann Ronco

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Chair Kelley

APPROVAL OF THE AGENDA

Motion: Councilor Cooper, 2nd Councilor Ronco

Vote: Passed - 3-0

Resolution:

CONSENT AGENDA

Motion: Councilor Cooper, 2nd Councilor Ronco

Vote: Passed - 3-0

Resolution: Next scheduled meeting will be August 22, 2023 at 6:30PM.

PUBLIC COMMENT

Gary – Discussed driveway culvert on Sunken Bridge Rd. **Resolution:** Council agreed to provide Gary with culvert for the driveway and to allow Manager Ashey work with Gary on signing a right of access agreement for the use of the turn around.

Rick Rogerson – Representing the Mason's Howard Lodge in Winterport. Asked council for permission to use a piece of land in the town's downtown parking lot for a bottle return. The Lodge will build a more permanent good looking structure. . **Resolution:** Rick is going to work with Manager Ashey to locate a good spot and will come back to the council at the next meeting.

Mary Ann Royal – The town needs to adopt an ordinance to address parking issue in the Town's lot.

Joe Tyler – Stated his displeasure with being told at the last meeting that he could not speak on an agenda item outside of Public Comments.

COMMITTEE REPORTS

Solid Waste and Recycling Committee: Mary Ann Royal provided an update from the SW&R Committee. – Updated Ordinance

Conservation Commission: Mary Ann Royal provided an update from the conservation commission. – Moving forward with Forestry Plan

Broadband Committee: Councilor Kelley provided an update on the broadband committee. Public Meeting in Frankfort on 8/9/2023 at 6:30 PM.

UNFINISHED BUSINESS

- Darrel Ginn – Inquiry on Town Website. Manager Ashey stated new website could be launched very soon (2 weeks)

NEW BUSINESS

1. Policy

Motion:

Vote:

Resolution: Manager Ashey will provide council with 2 Ordinances and the Personnel Policy to be reviewed for the next meeting.

MANAGER'S REPORT

1. Town Manager's Report is attached as Exhibit A.

COUNCILOR'S COMMENTS

- 1. Councilor Ronco She sent a couple members of the public to enter the transfer station without stickers to see if the attendants would notice and they did not. *Discussion followed on challenges presented to the attendants at the TS.*
- 2. Councilor Kelley -
 - 1) Concerned the TS is not collecting used Oil.
 - 2) Expressed interest in using DocuSign for council signatures.

EXECUTIVE SESSION - NONE

ADJOURNMENT

Meeting was adjourned at 8:30PM

Motion: Chair Ronco, 2nd Councilor Cooper

Vote: Passed – 3-0

Resolution:

Respectfully submitted,

Casey J Ashey

Town Manager

Note: All Winterport Town Council Meetings are recorded. See audio recording for further information.



MEMORANDUM

To: Town Council

From: Casey Ashey, Town Manager

Date: August 22^{nd} , 2023

RE: Manager's Report

State of Maine

44 Main Street 207-223-5055

To inform the Town Council and the public about the recent happenings within the town, I have the following report as a bulleted list:

- We are moving forward with the upgrade to the WEB version of Trio.
- The town's new website is being launched this week.
- We have received the Track Loader and Excavator.
- Trailer for the town is in and will be purchased this week.
- Several New business items have taken up a significant amount of time. In Summary, I have done research and worked with the Town's attorney on LD 101, legalities pertaining to volunteers working in an official capacity for the town, as well as updating health plans for employees.
- Interviews for the newly created public works position has started.

Respectfully Submitted,

Casey J. Ashey

Town Manager

Winterport 9:31 AM

A / P Check Register Bank: United Checking 821

8212769

08/15/2023

Page 1

Туре	Check	Amount	Date	Wrnt	Payee
R	37713	432.00	08/16/23	16	1013 Anderson's Construction & Logging
R	37714	1,082.36	08/16/23	16	0042 CENTRAL MAINE POWER CO.
R	37715	13,358.20	08/16/23	16	0336 D.M.&J. WASTE MANAGEMENT, INC
R	37716	1,019.84	08/16/23	16	1018 First Citizen Bank
R	37717	458.33	08/16/23	16	0921 Kubota Leasing
R	37718	140.00	08/16/23	16	0977 Moore's Septic
R	37719	2,988.86	08/16/23	16	0146 PENOBSCOT ENERGY RECOVERY CO.
R	37720	5,400.03	08/16/23	16	0175 SECRETARY OF STATE
R	37721	7.97	08/16/23	16	0959 State of Maine
R	37722	1,573.29	08/16/23	16	0679 Town of Winterport
R	37723	2,600.00	08/16/23	16	1020 Winterport Senior Citizens Group
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ANN RONCO

TOWN MANAGERS APPROVAL:

Payroll Warrant

Pay Date: 08/16/2023

08/14/2023 Page 1

WARRANT: 15

Check	D/D	Check	Employee	Gross Pay
37705	0.00	834.33	222 Jeffery R Anderson	1,004.00
37706	0.00	1,190.19	192 Casey J Ashey	1,724.58
37707	0.00	217.50	212 Alan Barton	247.50
37708	0.00	795.60	135 Maureen Black	1,160.00
37709	0.00	618.02	206 Marie R Chausse	738.41
37710	0.00	592.14	178 Randy Kenneson	762.00
37711	0.00	391.64	207 Jay Temple	445.50
37712	0.00	363.38	209 Wendy Wallace	453.75
Total	0.00	5,002.80	-	6,535.74

Put into A/P
Taken out of A/P

Total Payroll

2,151.41 (0.00)

7,154.21

CountChecks

STEPHEN COOPER

Kevin Kelley

8

Tammy Higgins

MARGARET ENGLISH-FLANAGAN

ANN RONCO

TOWN MANAGERS APPROVAL:

TOWN OF WINTERPORT BROADBAND COMMITTEE MINUTES TOWN CONFERENCE ROOM / ZOOM July 31, 2023 @ 6:30 PM

WINTERPORT COMMITTEE MEMBERS PRESENT: Phil Higgins, Kevin Kelley, Matt Williams.

FRANKFORT REPRESENTATIVE: Joe Watson, Bill Pupkis.

PROSPECT REPRESENTATIVE: Brandy Bridges.

STOCKTON SPRINGS REPRESENTATIVE: Mac Smith, Town Manager, Vice Chair

WINTERPORT TOWN MANAGER:

CALL TO ORDER: July 31, 2023 @ 6:45 PM.

ROLL CALL:

APPROVAL OF MINUTES:

Motion to approve minutes July 17, 2023, 1st M. Williams. 2nd M. Smith, Motion carries.

PUBLIC COMMENT:

No public comment.

OLD BUSINESS:

- Speed Test participation update: Differed.
- 1A Waldo County Broadband Coalition website: 178 Unique Visits, 193 Visits. Page Views 376.
- 1A Waldo County Broadband Coalition Face Book: 87 members.

MISSION STATEMENT:

"Affordable high-speed internet for all residents".

SPEAKERS

- None scheduled.
- Contractors representatives: John Dougherty, MBB.

Jayne Sullivan, Unitel / DC. Daniel Parish, Unitel / DC.

NEW BUSINESS:

- RDOF updates:
 - Will need to exclude any sites based on the Infrastructure grant proposal to Maine Connect Authority (MCA).
- Reviewed the MOU with UniTel / DC.
 - UniTel / DC will review suggested edits and will resend draft to committee.
- Reviewed require and assignments for letters of support.

SCHEDULE OF NEXT MEETINGS:

August 14, 2023 @ 6:30 pm.

ADJOURN:

Motion to adjourn at 7:15 pm. 1st M. Williams, 2nd M. Smith. Motion carries.

, Chair	/	Secretary: Kevin J. Kelley

Solid Waste and Recycling Committee July 26, 2023 Minutes

- 1. Call to Order: Alan Cohen called the meeting to order at 2:02
- 2. Roll Call: Alan Cohen, Nancy Gause, Mary Anne Royal, Casey Ashey
- 3. Additions to agenda: Mary Hartley correspondence
- Approve June minutes: Motion to approve minutes as presented AC, 2nd NG, unanimous
- 5. Report on DEP Hearing: MAR reported on her participation in the hearing including submission of doc listing issues and concluded her testimony by saying the DEP 5 Year Plan is not workable for small towns and needs to be revised; one takeaway was a suggestion that we work with surrounding towns to create a small regional facility much like Midcoast Solid Waste Corporation; unused area of airport property a consideration for such a facility; Alan will visit area transfer stations to survey their operation and needs
- 6. Visits to Midcoast Solid Waste Corporation: tabled
- 7. Town Manager questions from minutes:
 - Have permits ever been revoked for violations not to his knowledge;
 since the Ordinance call for this CA will work with employees to develop a workable process for enforcing the ordinance
 - b. Who is the target in 10.3 strike
 - c. Does 10.4 need to change to reflect current practice of charging for a replacement sticker strike
 - d. Is there a separate white goods permit re: XI no, strike
 - e. How is the deposit of white goods documented to satisfy 13.5 strike
 - f. Who does the restricted use in 13.6 apply to strike after but...
 - g. Is Universal Waste training documented CA will follow up
 - h. How much inspection of household and commercial waste takes place no commercial waste is accepted; limited inspection of household waste
 - Does the town office have information on composting CA will ask staff;
 AC will collect handouts to leave at the Town Office;

MAR will revise Draft Ordinance and Regulations to reflect these changes; additional questions resulted in possibility of 2nd Time Around building being repurposed to house equipment, request for a copy of attendant job description;

- placement of responsibility for proper disposal on residents by providing them with the rules for disposal; MAR will revise the Keep Clean doc submitted to CA to emphasize this and it will be attached to all decals issued.
- 8. Town Meeting addition of \$16,000 to Reserve Fund: CA reported that we will no longer need to purchase a container due to a new agreement he has with DM&J Waste; CA will bring back to next Town Meeting to release the appropriated amount
- 9. Other
 - Mary Hartley would be available at 12:00 via zoom; AC will follow up with her and if she is still interested CA will submit her name to the Town Council
- 10. Next meeting: August 23, 2023, 12:00, Town Office
- 11. Adjourn: Motion to adjourn AC, 2nd Nancy Gause, unanimous; meeting adjourned at 3:41.



HUB International New England, LLC



ACCIDENT INSURANCE FOR VOLUNTEERS RENEWAL JULY 1, 2023 – JUNE 30, 2024

Name of Municipality / Entity:	Policy No.	o: 02-SR-365287
Address:		
City, State ZIP Code:		_
Name of Contact Person:	Telephone #	
Email Address of Contact Person:		
(Ema	il address is desired – Policy forms will be distributed by email where poss	ible)
Municipality / Entity participates in	: MMA Workers Compensation Fund	
	MMA Property and Casualty Pool	
After reviewing the "How to Enroll" sh	neet enclosed (page 3), please indicate the number of:	
# VOLUNTEER # VOLUNTEER	VACANCIES TO BE FILLED	
•	D POTENTIAL VOLUNTEERS (total of the 3 lines above)	
TIMES ANNUAL PREM	NUM PER VOLUNTEER	X \$ 2.00
TOTAL PAYMENT EN	CLOSED	\$
	ACKNOWLEDGEMENT	
volunteers, volunteer vacancies t 2023 through June 30, 2024. Th Volunteers Program requires the	s, to the best of his/her knowledge, that this application identifies all munic o be filled, and all future volunteer activities contemplated for the coverage e municipality/entity hereby acknowledges that participation in the Acciden municipality/entity to maintain an accurate list of all individuals who have vevent of a claim, the list may be audited by the carrier or the carrier's ager	year July 1, t Insurance for olunteered for
Authorized Signature	Title: Date:	

CHECKS SHOULD BE MADE PAYABLE TO:

HUB International New England, LLC

HOWEVER, APPLICATIONS AND PAYMENT SHOULD BE MAILED TO:

HUB International New England, LLC Attention: Cassidy Lungo, 300 Ballardvale St WILMINGTON, MA 01887

ACCIDENT INSURANCE FOR VOLUNTEERS

VOLUNTEER LIST (Use separate sheet, if necessary)

NAMED VOLUNTEERS

UNPAID BOARD/COUNCIL MEMBERS

Include all unpaid volunteers serving on the Board of Selectmen, Council, Planning Board, Zoning Board, Board of Appeals, Personnel Review Board, Board of Assessment Review and <u>all</u> other unpaid municipal board members.

Board/Council Members	Position

UNPAID COMMITTEE/COMMISSION MEMBERS

Include all unpaid members of the Budget, Comprehensive Plan, Planning, Ordinance, Town Report or Recreation Committees as well as all unpaid members of the Charter Commission and <u>all</u> other unpaid committee and commission members. Please list coaches separately (see below).

Committee/ Commission Mbrs	Position

VOLUNTEER VACANCIES TO BE FILLED/APPOINTED LATER IN THE COVERAGE YEAR

List all Board, Council, Committee, Commission, or other volunteer positions that are currently vacant and that the municipality anticipates will be filled by a volunteer at some time later in the coverage year.

Title of Position to be filled	Title of Position to be filled	

NAME ALL UNPAID COACHES

Participants of organized sports are not eligible for coverage.

Name of Volunteer Coach	Sport

NAME ALL OTHER KNOWN VOLUNTEERS

Do not include volunteers while they are performing, firefighting, search and/or rescue, emergency medical, work release or alternative sentencing duties.

Name of Volunteer	Position

FUTURE VOLUNTEER ACTIVITIES (UNNAMED VOLUNTEERS)

List the details of all planned volunteer supported activities, including but not limited to clean-up days, recreational activities, sporting events, and community spirit days, where the names of volunteers are not known as of the date of this application.

Name of Event	Describe Activity	Scheduled Date(s)	Maximum # of volunteers anticipated per event/activity

ACCIDENT INSURANCE FOR VOLUNTEERS

THIS FLYER EXPLAINS THE GENERAL PURPOSE OF THE INSURANCE DESCRIBED, BUT IN NO WAY CHANGES OR AFFECTS ANY SUCH POLICY AS ACTUALLY ISSUED.

COVERAGE UNDERWITTEN BY THE HARTFORD LIFE INSURANCE COMPANY

WHO IS ELIGIBLE FOR COVERAGE?

Volunteers of a Member municipality/entity participating in the Maine Municipal Association's Workers Compensation Fund or Property and Casualty Pool programs are eligible. Participating Members must name ALL known volunteers, must identify ALL vacancies to be filled, and must list ALL projected or potential volunteer positions. Participation in the program requires the Member to agree to maintain an accurate list of volunteers and to acknowledge that the list is subject to audit by the carrier or the carrier's designee.

WHO IS NOT ELIGIBLE FOR COVERAGE?

Certain individuals are not eligible for coverage including, but not limited to, participants of organized sports, and persons while they are performing police, firefighting, search and/or rescue, emergency medical, work release or alternative sentencing duties.

WHEN IS AN INSURED PERSON COVERED?

An Insured Person is covered while he or she is participating in a volunteer activity sponsored by and under the direct supervision of the enrolled Member; traveling with the group in connection with such activities under the direct supervision of the enrolled Member; or traveling directly to and from their volunteer activity.

DESCRIPTION OF BENEFITS

Accidental Medical Expense: The first expense must be incurred within 26 weeks of the date of the accident. For any one accident, covered expenses will be paid up to \$50,000 if they are incurred within two years if caused by the accident.

Accidental Death and Dismemberment: Pays the following lump sum benefits for accidental loss of life, limbs, sight, speech, or hearing within 180 days of a covered accident. If more than one loss results from the same accident, only the largest applicable benefit will be paid: Life, \$10,000; Both hands or both feet or sight of both eyes or any combination, \$10,000; Loss of one hand and one foot; or hand or foot and sight of one eye, \$10,000; Either hand or foot, \$5,000; Sight of one eye, \$5,000; Thumb and index finger of either hand, \$2,500.

EXCLUSIONS

This policy does not cover loss resulting from:

- a) intentionally self-inflicted injury, suicide or attempted suicide, whether sane or insane;
- b) injury sustained while:
 - i) in or on;
 - ii) boarding or alighting from;
 - iii) being struck down by;
 - any aircraft in motion except as an airline passenger on an aircraft:
 - i) operated by a passenger airline
 - ii) on a regularly scheduled trip over its established route;
- c) war or act of war, whether declared or not:
- d) injury sustained while in the armed forces (land, water or air) of any country or international authority;
- e) repair or replacement of existing dentures, partial dentures, braces, fixed or removable bridges, or other artificial dental restoration:
- f) repair, replacement, examinations for prescriptions or fitting of eyeglasses or contact lenses;
- g) repair or replacement of artificial limbs or orthopedic braces.

COVERAGE PERIOD AND ANNUAL PREMIUMS

The coverage runs from July 1, 2023 through June 30, 2024. Annual cost of \$2.00 per volunteer per year will not be prorated for late entry and adjustments will not be made for expirations of terms or appointments, or the conclusion of volunteer activities.

ACCIDENT INSURANCE FOR VOLUNTEERS HOW TO ENROLL

- 1. Create your volunteer list on attached page [or use separate sheets, if necessary.]
- 2. On the appropriate line on the cover page of this application, annotate the number of:
 - Known ("named") volunteers
 - Volunteer vacancies to be filled
 - Volunteers expected for future activities (new board/committee to be created; annual spring clean up, etc.)
- 3. Calculate and annotate the total number of volunteers and the appropriate premium on the cover page of this application.
- 4. Complete the acknowledgement/signature section of the cover page.
- 5. MAKE CHECKS PAYABLE TO HUB International New England, LLC.
- 6. <u>Forward the payment and the application w/number of volunteers to **HUB International New England, LLC**.</u>

ENROLLMENT TIPS

- Participating Members must include <u>ALL</u> of their volunteer positions (except as outlined below), therefore, it is best if applications are submitted by your entity's board, manager or administrator, rather than by individual committees or departments.
- Participating Members must include <u>ALL</u> of their volunteer positions <u>EXCEPT</u>:
 - ENROLLMENT OF SCHOOL VOLUNTEERS IS OPTIONAL FOR MUNICIPALITIES WITH SCHOOL DEPTS
 - ENROLLMENT IS OPTIONAL FOR VOLUNTEERS WHO CARRY EQUIVALENT COVERAGE ELSEWHERE, SUCH AS THROUGH LITTLE LEAGUE
 - MUNICIPALITIES PARTICIPATING IN THE VOLUNTEER <u>FIREFIGHTERS ACCIDENT PROGRAM</u> DO NOT NEED TO ENROLL THEIR FIRE AND RESCUE VOLUNTEERS IN ACCIDENT INSURANCE FOR VOLUNTEERS COVERAGE UNLESS THE FIRE/RESCUE VOLUNTEER <u>ALSO</u> VOLUNTEERS FOR AN ACTIVITY OUTSIDE THE FIRE/RESCUE DEPARTMENT (i.e. SOCCER COACH, RECREATION COMMITTEE MEMBER)
- For volunteers serving in more than one capacity, list volunteer only once.

WHAT HAPPENS IF THE ENROLLING ENTITY EXPERIENCES ADDITIONS OR CHANGES IN THEIR VOLUNTEER FORCE DURING THE COVERAGE YEAR?

- If a volunteer 'steps down' and is replaced by another volunteer no action is necessary except to maintain an accurate local listing of all volunteers.
- If the permanent number of volunteers increases (i.e. the creation of a new board or volunteer activity that was not reflected on the original application), please forward to Maine Municipal Association a written list of the new volunteers, and new vacancies to be filled, along with payment (made payable to **HUB International New England, LLC**) in the amount of \$2.00 for each newly identified volunteer or vacancy to be filled.

WINTERPORT LOT DIMENSION ORDINANCE

1. Purpose

To further the maintenance of safe and healthful conditions and the general welfare, to prevent and control water pollution, to control building sites, placement of structures, to protect buildings and lands from flooding and accelerated erosion, to conserve open space, to preserve the character of the Town, to protect property values, and to anticipate and respond to the impacts of development.

2. Requirement

No building, structure, or land area shall hereafter be constructed or used for any purpose or in any manner except as permitted by this Ordinance. No new lot shall be created except in conformity with all of the regulations herein.

3. Non-conformance

a. General

- i. Transfer of Ownership: Non-conforming structures and lots may be transferred, and the new owner may continue to use the nonconforming structure or lot, but may not increase non-conformance.
- ii. Repair and Maintenance: This Ordinance allows, without a permit, the normal upkeep and maintenance of non-conforming structures, including repairs and renovations which do not involve expansion of the non-conforming structure, and such other changes in a non-conforming structure as federal, state, or local building and safety codes may require.

b. Non-conforming Lots

- i. Non-conforming Lots: A non-conforming lot of record as of the effective date of this Ordinance or amendment thereto may be built upon without the need for a variance, provided that such lot is in separate ownership and not contiguous with any other lot in the same ownership, and that all provisions of this Ordinance except lot area and frontage can be met. Variances relating to setback or other requirements not involving lot area or frontage shall be obtained by action of the Board of Appeals.
- ii. Contiguous Built Lots: If two or more contiguous lots or parcels are in a single or joint ownership of record at the time of adoption of this Ordinance, if all or part of the lots do not meet the dimensional requirements of this Ordinance, and if a principal use or structure exists on each lot, the non-conforming lots may be conveyed separately or together, provided that the State Minimum Lot Size Law and Subsurface Wastewater Disposal Rules are complied with. If two or more principal uses or structures existed on a single

lot of record on the effective date of this Ordinance, each may be sold on a separate lot provided that the above referenced law and rules are complied with. When such lots are divided each lot thus created must be as conforming as possible to the dimensional requirements of this Ordinance.

iii. Contiguous Lots - Vacant or Partially Built: If two or more contiguous lots or parcels are in single or joint ownership of record at the time of or since adoption or amendment of this ordinance, if any of these lots do not individually meet the dimensional requirements of this Ordinance or subsequent amendments, and if one or more of the lots are vacant or contain no principal structure the lots shall be combined to the extent necessary to meet the dimensional requirements.

4. Validity and Severability

Should any section or provision of this Ordinance be declared by the courts to be invalid, such decision shall not invalidate any other section or provision of this Ordinance.

5. Conflict with Other Ordinances

This Ordinance shall not repeal, annul, or in any way impair or remove the necessity of compliance with any other rule, regulation, by-law, permit or provision of law. Where this ordinance imposes a greater restriction upon the use of land buildings or structures, the provisions of this ordinance shall control.

6. Dimensional Requirements

(1) All lots shall meet or exceed the following minimum dimensional requirements unless additional area is required by other provisions of this Ordinance.

Minimum lot size	Additional minimum required	Minimum road frontage	Minimum
for first dwelling	are for each additional		setbacks
unit or other	dwelling unit or principal		
principal structure	structure (not including		
	accessory structures)		
If not served by Town water and sewer: 40,000 square feet; if served by Town water and sewer: 10,000 square	If not served by Town water and sewer: 10,000 square feet; if served by Town water and sewer: 5,000 square feet	50 feet (may include deeded right-of-way)	Rear and side lot lines: 10 feet; Front: 25 feet
feet			

7. Enforcement and administration of this ordinance shall be governed by the Winterport Land Use Ordinance.

Town of Winterport, Maine

Certified Mail, Return Receipt Requested

funds.

Date:
TO: ["Former Owner," being the party named on the tax lien mortgage]
Notice of Excess Funds and Proposed Disposition, as required by LD 101, 36 MRSA Section 949-A
RE: Property Address: Tax Map & lot #:
Dear :
The Town of Winterport has acquired title to the above referenced property through the tax foreclosure process. The date of acquisition was:
[] The town has disposed of this property within 180 days of foreclosure, and has received from that disposal potentially "excess funds" which may be due you. This notice provides you with the following information regarding those funds and the opportunity to claim them.
[] The town has not disposed of the property within 180 days of the foreclosure, and has obtained an independent appraisal of the fair market value of the property, copy attached, and this notice provides you with information regarding your right to potentially claim the excess

Sale Price: \$ OR Fair Market Value: \$	
LESS: Allowable deductions/adjustments	
 All taxes and interest owed on the property: \$ All interest that would have been assessed had 	
the property not been acquired by the Town; \$	
3. The town's cost of the lien and foreclosure process; \$	
4. Unpaid sewer, water or other charges and fees imposed by the town or a quasi-governmental authority:	
5. The town's costs of mailing notices regarding the	
Property. \$	
Town's Total Costs (To Date) \$	
Potential Excess Funds: \$	

Following is the town's calculation of the potentially excess funds:

You have several options.

I. If you ACCEPT the town's determination as set forth above, you may apply in person to redeem those funds within 90 days of receipt of this notice, by filing a writing with the Town of Winterport at the Town Office/Municipal Building, Main Road US Route 1A, Winterport, Maine during business hours which are generally 7:00 a.m. To 5:30 p.m. Mondays through Thursdays, except national and state holidays or declared snow emergencies. If you apply as provided herein, the Town will process your application. As a condition to receiving payment, you will be required to execute and

- acknowledge in a form suitable for recording in the Registry of Deeds, a release or quitclaim deed without covenant, releasing any claim to the property, and also releasing the town and its officials, including any right to redeem the property or to receive further or additional funds. The Town may at its sole discretion require you to establish, through sworn statement under penalty of perjury, or otherwise, that no other person or entity has a greater or equal right to share in the proceeds. The town may defer release of funds if there are reasonable grounds to believe that there are or could be other claimants, but in such instance, it will hold such funds in escrow in a segregated account pending resolution.
- II. If you do NOT ACCEPT the town's determination of the excess funds, and believe you are entitled to a larger or different amount, you must, within 90 days, personally appear at the town office during business hours as set forth herein, and request in writing that the Town enter into negotiations for the return of any excess funds. The town shall thereupon enter into negotiations with the former owner. If agreement is reached, then the procedures set forth in paragraph I shall apply, and the town, upon fulfillment of the conditions, shall paid the agreed amount.
- III. Within 90 days of receipt of this notice, or within 30 days after the negotiations with the town as set forth herein, the former owner my request that the controversy regarding the return of the excess of any funds be submitted to binding arbitration. The procedures regarding arbitration, including the costs thereof, will be as set forth in 36 MRSA Section 949-A(4). To initiate arbitration, the former owner must, within 90 days after receipt of this notice, or within 30 days of negotiation with the Town, file a written demand for arbitration, which demand must be filed either with the town at the town office, or with the American Arbitration Association or its successor. If the former owner proceeds to arbitration, the amount of costs and the available excess

funds set forth above may change to the extent that the town is permitted to recover its share of the arbitration costs as provided by law.

IMPORTANT NOTICE: By virtue of the last sentence of 36 MRSA Section 949-A(3), notice is hereby given that if the former owner of the property fails to appear personally at the Town Office within 90 days of receipt of this notice to: (a) accept the town's determination and request payment; (b) to contest the town's determination and to request negotiation; or (c) to request arbitration, then the excess of any funds will be retained by the municipality.

Because the term "personally appear" is not defined in the law, the Town has made the following policy determination of what can be included as within "personal appearance."

- 1. If the former owner due to disability or infirmity is not able to physically walk into the town office, but is brought to the town office property and a town office employee verifies their identity in the parking area, then the town will treat that as a personal appearance.
- 2. Any individual or legal entity may appear personally through legal counsel duly admitted to practice law in the State of Maine.
- 3. Any person or entity may appear personally through their attorney in fact duly named and appointed by valid durable power of attorney, executed and acknowledged by the former owner, provided that with respect to an individual, the town may require evidence that the former owner is still living, and provided further that the scope of authority granted by the power of attorney can reasonably be understood to include the acts which are contemplated by the statute and by this notice.

Coverage Period: 01/01/2023 – 12/31/2023
Coverage for: Individual/Family | Plan Type: POS

The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u>. The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services. NOTE: Information about the cost of this <u>plan</u> (called the <u>premium</u>) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call us at 1-800-852-8300 or visit www.mmeht.org. For general definitions of common terms, such as <u>allowed amount</u>, <u>balance billing</u>, <u>coinsurance</u>, <u>copayment</u>, <u>deductible</u>, <u>provider</u>, or other <u>underlined</u> terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-800-852-8300 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0 for in <u>network providers;</u> \$250/individual or \$500/family for <u>out of network providers</u>	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers. Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Primary care, <u>Preventive care</u> , <u>Specialist</u> visits, and certain <u>prescription drugs</u> . For more information see below.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> <u>services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	\$1,000 individual / \$2,000 family for in <u>network providers</u> ; \$2,250 individual / \$4,500 family for <u>out-of-network providers</u>	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit?</u>	Copayments on certain services, premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out–of–pocket limit</u> . However, <u>in network copayments</u> will be capped at \$5,500 individual / \$11,000 family. This means that you will not have to pay more than \$6,500 individual / \$13,000 family for all covered services received in <u>network (including copayments)</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.mmeht.org or call 1-800-852-8300 for a list of network providers. Costs may vary by site of service and how the provider bills.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .

		What You V	Vill Pay	
Common Medical Event	Services You May Need	In Network Provider (You will pay the least)	Out of Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Primary care visit to treat an injury or illness	No <u>copayment</u> for the first visit then \$10 <u>copayment</u> /visit; <u>deductible</u> does not apply	20% coinsurance	Virtual visits (telehealth) benefits available.
If you visit a health care <u>provider's</u> office or clinic	Specialist visit	\$20 <u>copayment</u> /visit; <u>deductible</u> does not apply	20% coinsurance	A <u>referral</u> is required. If you don't get a referral, benefits could be paid at the out of network level. Virtual visits (telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	No charges for most; however, some services are not covered out of network .	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services you need are preventive. Then check what your <u>plan</u> will pay for.
	<u>Diagnostic test</u> (x-ray, blood work)	No charge	20% coinsurance	None
If you have a test	Imaging (CT/PET scans, MRIs)	\$100 copayment/test; deductible does not apply	20% coinsurance	<u>Copayments</u> are limited to \$300 per person per calendar year. The <u>provider</u> must contact Anthem Blue Cross and Blue Shield/AIM and obtain <u>preauthorization</u> .
If you need drugs to	Generic drugs (Tier 1 Select & Tier 1 Standard)	Select: \$4 copayment/prescription each \$8 copayment/prescription 90-d Standard: \$10 copayment/prescription each \$20 copayment/prescription 90-	ay supply (mail order) ch 30-day supply (retail)	Prescription drugs are not subject to the overall deductible. Step Therapy and Preauthorization may apply to some drugs.
treat your illness or condition More information about	Preferred brand drugs (Tier 2)	\$30 copayment/prescription eac \$60 copayment/prescription 90-	ch 30-day supply (retail)	Specialty drugs may have separate cost
prescription drug coverage is available at	Non-preferred brand drugs (Tier 3)	\$50 <u>copayment</u> /prescription eac \$100 <u>copayment</u> /prescription 90		structures and means of delivery. Specialty drugs may only be filled at a specialty
www.mmeht.org	Lifestyle & <u>Specialty drugs</u> (Tier 4)	\$60 copayment/prescription each pharmacy for lifestyle drugs; specialty drugs) \$120 copayment/prescription 90 lifestyle drugs only; 90-day supprescriptly drugs)	ecialty pharmacy for 0-day supply (mail order for	pharmacy in quantities up to a 30-day supply, regardless of the tier in which they fall. Certain exceptions may apply*. For specific information, contact www.mmeht.org.

		What You V	Vill Pay	
Common Medical Event	Services You May Need	In Network Provider (You will pay the least)	Out of Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$100 <u>copayment</u> /visit; <u>deductible</u> does not apply	20% coinsurance	Copayment applies to each procedure for which a facility fee is charged.
Surgery	Physician/surgeon fees	No charge	20% coinsurance	Outpatient surgical facility fee may apply.
If you need immediate	Emergency room care	\$150 <u>copayment</u> /visit; <u>deductible</u> does not apply	\$150 <u>copayment</u> /visit; <u>deductible</u> does not apply	None
medical attention	Emergency medical transportation	No charge	No charge	Must be medically necessary
	Urgent care	\$20 <u>copayment</u> /visit; <u>deductible</u> does not apply	20% coinsurance	None
If you have a hospital	Facility fee (e.g., hospital room)	10% <u>coinsurance</u> ; <u>deductible</u> does not apply	20% coinsurance	<u>Preauthorization</u> is required. If you don't get <u>preauthorization</u> , benefits may be denied.
stay	Physician/surgeon fees	No charge	20% coinsurance	None
	Outpatient services	No <u>copayment</u> for the first office visit then \$10 <u>copayment</u> /visit; <u>deductible</u> does not apply	20% coinsurance	Members may self-refer for outpatient services. Self-referrals may only be made to Anthem participating <u>providers</u> . Virtual visits (telehealth) benefits available.
If you need mental health, behavioral health, or substance abuse services	Inpatient services	10% <u>coinsurance; deductible</u> does not apply	20% coinsurance	The <u>Provider</u> or Participant must contact Anthem Blue Cross and Blue Shield's Mental Health Administrator for review of non-emergency services, in order to receive the in <u>network</u> level of benefits. If <u>preauthorization</u> is not obtained for an inpatient admission, benefits may be denied.
If you are pregnant	Office visits	No charge	20% <u>coinsurance</u>	Cost sharing does not apply to preventive services. Depending on the type of services, a copayment, coinsurance, or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound). Self-referrals may only be made to Anthem participating providers.

^{*}For more information about limitations and exceptions, see the Health Trust Plan Document

		What You	Will Pay	
Common Medical Event	Services You May Need	In Network Provider (You will pay the least)	Out of Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Childbirth/delivery professional services	No charge	20% coinsurance	
	Childbirth/delivery facility services	10% <u>coinsurance; deductible</u> does not apply	20% coinsurance	If <u>preauthorization</u> is not obtained for an inpatient admission, benefits may be denied.
	Home health care	No charge	20% coinsurance	<u>Plan</u> covers paramedical supportive services; does not cover daily living assistance.
	Rehabilitation services	\$20 <u>copayment</u> /visit; <u>deductible</u> does not apply	20% coinsurance	Coverage is limited to 75 visits for in <u>network</u> and out of <u>network</u> Physical, Occupational
If you need help	Habilitation services	\$20 <u>copayment</u> /visit; <u>deductible</u> does not apply	20% coinsurance	and Speech therapy combined per Calendar Year.
recovering or have other special health needs	Skilled nursing care	No charge	20% <u>coinsurance</u>	Coverage is limited to 100 days per calendar year combined in and out of <u>network</u> . If <u>preauthorization</u> is not obtained, benefits may be denied.
	Durable medical equipment	20% <u>coinsurance; deductible</u> does not apply	30% <u>coinsurance;</u> <u>deductible</u> does not apply	Not subject to the overall <u>deductible</u> .
	Hospice services	No charge	20% coinsurance	None
If your child needs	Children's eye exam	No charge	No charge	Not subject to the overall <u>deductible</u> . Self- referrals may only be made to Anthem participating <u>providers</u> .
dental or eye care	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)*

- Cosmetic Surgery
- Dental Care (Adult)
- Dental Care (Pediatric)
- Glasses for a child

- Infertility Treatment
- Long Term Care
- Non-emergency care when traveling outside the U.S.
- Private Duty Nursing
- Routine Foot Care (unless you have diabetes, vascular or systemic disease)
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture
- Bariatric Surgery (with prior authorization)
- Chiropractic Care (up to 36 visits per calendar year)
- Hearing Aids (frequency and dollar limits apply)
- Routine eye care (Adult)
- Routine eye care (Pediatric)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Maine Municipal Employees Health Trust, 1-800-852-8300 or www.mmeht.org, Maine Bureau of Insurance, Department of Professional and Financial Regulation, 34 State House Station, Augusta, ME 04333, (800) 300-5000, the U.S. Department of Labor's Employee Benefits Security Administration, 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the U.S. Department of Health and Human Services, 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.coverme.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

- Maine Municipal Employees Health Trust, 60 Community Drive, Augusta, ME 04330-9486, www.mmeht.org
- Anthem BCBS ME; ATTN: Grievances and Appeals, P.O. Box 218, North Haven, CT 06473-0218
- Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform
- Maine Bureau of Insurance, Department of Professional and Financial Regulation, 34 State House Station, Augusta, ME 04333, (800) 300-5000, www.maine.gov/pfr/insurance/
- Additionally, a consumer assistance program can help you file your <u>appeal</u>. Contact Consumers for Affordable Health Care, P.O. Box 2490, 108 Sewall St. Suite 200, Augusta, ME 04330, (800) 965-7476, www.mainecahc.org

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

——————To see examples of how this plan might cover costs for a sample medical situation, see the next section.————

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this <u>plan</u> might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your <u>providers</u> charge, and many other factors. Focus on the <u>cost sharing</u> amounts (<u>deductibles</u>, <u>copayments</u> and <u>coinsurance</u>) and <u>excluded services</u> under the <u>plan</u>. Use this information to compare the portion of costs you might pay under different health <u>plans</u>. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ Specialist copayment	\$20
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

Total Example Cost \$12,700

In this example, Peg would pay:

Cost Sharing			
<u>Deductibles</u>	\$0		
<u>Copayments</u>	\$10		
Coinsurance	\$700		
What isn't covered			
Limits or exclusions \$6			
The total Peg would pay is	\$770		

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$0
Specialist copayment	\$20
■ Hospital (facility) coinsurance	10%
Other coinsurance	20%

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)

Diagnostic tests (blood work)

Prescription drugs

<u>Durable medical equipment</u> (glucose meter)

|--|

In this example, Joe would pay*:

Cost Sharing		
<u>Deductibles</u>	\$0	
<u>Copayments</u>	\$900	
Coinsurance	\$0	
What isn't covered		
Limits or exclusions	\$20	
The total Joe would pay is	\$920	

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$0
Specialist copayment	\$20
Hospital (facility) coinsurance	10%
Other coinsurance	20%

This EXAMPLE event includes services like:

<u>Emergency room care</u> (including medical supplies)

Diagnostic test (x-ray)

<u>Durable medical equipment</u> (crutches)

Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
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In this example, Mia would pay:

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<u>Cost Sharing</u>		
<u>Deductibles</u>	\$0	
<u>Copayments</u>	\$300	
Coinsurance \$5		
What isn't covered		
Limits or exclusions \$6		
The total Mia would pay is \$35		

*Note: These numbers assume the patient does not participate in the <u>plan's</u> diabetes wellness program. If you have diabetes and participate in the <u>plan's</u> wellness program, you may be able to reduce your costs. For more information about the diabetes wellness program, please contact Maine Municipal Employees Health Trust at 1-800-852-8300 for information about the diabetes wellness program.

Coverage Period: 01/01/2023 – 12/31/2023
Coverage for: Individual/Family | Plan Type: POS

The Summary of Benefits and Coverage (SBC) document will help you choose a health <u>plan</u>. The SBC shows you how you and the <u>plan</u> would share the cost for covered health care services. NOTE: Information about the cost of this <u>plan</u> (called the <u>premium</u>) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call us at 1-800-852-8300 or visit www.mmeht.org. For general definitions of common terms, such as <u>allowed amount</u>, <u>balance billing</u>, <u>coinsurance</u>, <u>copayment</u>, <u>deductible</u>, <u>provider</u>, or other <u>underlined</u> terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-800-852-8300 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$0 for in <u>network providers;</u> \$250/individual or \$500/family for <u>out of network providers</u>	See the Common Medical Events chart below for your costs for services this <u>plan</u> covers. Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Primary care, Preventive care, Specialist visits and certain prescription drugs. For more information see below.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> <u>services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	\$1,500 individual / \$3,000 family for in <u>network providers</u> ; \$2,250 individual / \$4,500 family for <u>out-of-network providers</u>	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit?</u>	Copayments on certain services, premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out–of–pocket limit</u> . However, <u>in-network copayments</u> will be capped at \$5,000 individual / \$10,000 family. This means that you will not have to pay more than \$6,500 individual / \$13,000 family for all covered services received in <u>network</u> (including <u>copayments</u>).
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.mmeht.org or call 1-800-852-8300 for a list of network providers. Costs may vary by site of service and how the provider bills.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> .

		What You Will Pay		
Common Medical Event	Services You May Need	In Network Provider (You will pay the least)	Out of Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Primary care visit to treat an injury or illness	No <u>copayment</u> for the first visit then \$15 <u>copayment</u> /visit; <u>deductible</u> does not apply	30% coinsurance	Virtual visits (telehealth) benefits available.
or clinic Preventive	<u>Specialist</u> visit	\$25 <u>copayment</u> /visit; <u>deductible</u> does not apply	30% coinsurance	A <u>referral</u> is required. If you don't get a referral, benefits could be paid at the out of network level. Virtual visits (telehealth) benefits available.
	Preventive care/screening/ immunization	No charge	No Charges for most; however, some services are not covered out of network.	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services you need are preventive. Then check what your <u>plan</u> will pay for.
	<u>Diagnostic test</u> (x-ray, blood work)	No charge	30% coinsurance	None
If you have a test	Imaging (CT/PET scans, MRIs)	\$100 copayment/test; deductible does not apply	30% coinsurance	<u>Copayments</u> are limited to \$300 per person per calendar year. The <u>provider</u> must contact Anthem Blue Cross and Blue Shield/AIM and obtain <u>preauthorization</u> .
If you need drugs to	Generic drugs (Tier 1 Select & Tier 1 Standard)	Select: \$4 copayment/prescription each 30-day supply (retail) \$8 copayment/prescription 90-day supply (mail order) Standard: \$10 copayment/prescription each 30-day supply (retail) \$20 copayment/prescription 90-day supply (mail order)		Prescription drugs are not subject to the overall deductible. Step Therapy and Preauthorization may apply to some drugs.
treat your illness or condition More information about	Preferred brand drugs (Tier 2)	woo <u>copayment</u> prescription so-day supply (mail order)		Specialty drugs may have separate cost
prescription drug coverage is available at	Non-preferred brand drugs (Tier 3)	\$50 <u>copayment</u> /prescription each 30-day supply (retail) \$100 <u>copayment</u> /prescription 90-day supply (mail order)		structures and means of delivery. Specialty drugs may only be filled at a specialty pharmacy in quantities up to a 30-day supply, regardless of the tier in which they fall. Certain exceptions may apply*. For specific information, contact www.mmeht.org .
www.mmeht.org	Lifestyle & <u>Specialty drugs</u> (Tier 4)	\$60 copayment/prescription each 30-day supply (retail pharmacy for lifestyle drugs; specialty pharmacy for specialty drugs) \$120 copayment/prescription 90-day supply (mail order for lifestyle drugs only; 90-day supply not available for specialty drugs)		

^{*} For more information about limitations and exceptions, see the Health Trust Plan Document

		What You Will Pay		
Common Medical Event	Services You May Need	In Network Provider (You will pay the least)	Out of Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$100 copayment/visit; deductible does not apply	30% coinsurance	Copayment applies to each procedure for which a facility fee is charged.
Surgery	Physician/surgeon fees	No charge	30% coinsurance	Outpatient surgical facility fee may apply.
If you need immediate	Emergency room care	\$150 copayment/visit; deductible does not apply	\$150 <u>copayment</u> /visit; <u>deductible</u> does not apply	None
medical attention	Emergency medical transportation	No charge	No charge	Must be medically necessary
	<u>Urgent care</u>	\$25 <u>copayment</u> /visit; <u>deductible</u> does not apply	30% coinsurance	None
If you have a hospital	Facility fee (e.g., hospital room)	10% coinsurance; deductible does not apply	30% coinsurance	<u>Preauthorization</u> is required. If you don't get <u>preauthorization</u> , benefits may be denied.
stay	Physician/surgeon fees	No charge	30% coinsurance	None
	Outpatient services	No <u>copayment</u> for the first office visit then \$15 <u>copayment</u> /visit; <u>deductible</u> does not apply	30% coinsurance	Members may self-refer for outpatient services. Self-referrals may only be made to Anthem participating <u>providers</u> . Virtual visits (telehealth) benefits available.
If you need mental health, behavioral health, or substance abuse services	Inpatient services	10% <u>coinsurance</u> ; <u>deductible</u> does not apply	30% coinsurance	The <u>Provider</u> or Participant must contact Anthem Blue Cross and Blue Shield's Mental Health Administrator for review of non-emergency services, in order to receive the in <u>network</u> level of benefits. If <u>preauthorization</u> is not obtained for an inpatient admission, benefits may be denied.
If you are pregnant	Office visits	No charge	30% coinsurance	Cost sharing does not apply to preventive services. Depending on the type of services, a copayment, coinsurance or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound). Self-referrals may only be made to Anthem participating providers.

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		What You Will Pay		
Common Medical Event	Services You May Need	In Network Provider (You will pay the least)	Out of Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
	Childbirth/delivery professional services	No charge	30% coinsurance	
	Childbirth/delivery facility services	10% <u>coinsurance; deductible</u> does not apply	30% <u>coinsurance</u>	If <u>preauthorization</u> is not obtained for an inpatient admission, benefits may be denied.
	Home health care	10% coinsurance	30% coinsurance	Plan covers paramedical supportive services; does not cover daily living assistance.
	Rehabilitation services	\$25 <u>copayment</u> /visit; <u>deductible</u> does not apply	30% coinsurance	Coverage is limited to 75 visits for in <u>network</u> and out of <u>network</u> Physical, Occupational
	Habilitation services	\$25 <u>copayment</u> /visit; <u>deductible</u> does not apply	30% coinsurance	and Speech therapy combined per Calendar Year.
recovering or have other special health needs	Skilled nursing care	10% coinsurance	30% <u>coinsurance</u>	Coverage is limited to 100 days per calendar year combined in and out of <u>network</u> . If <u>preauthorization</u> is not obtained, benefits may be denied.
	Durable medical equipment	20% <u>coinsurance; deductible</u> does not apply	30% <u>coinsurance;</u> <u>deductible</u> does not apply	Not subject to the overall <u>deductible</u> .
	Hospice services	10% coinsurance	30% coinsurance	None
If your child needs	Children's eye exam	No charge	No charge	Not subject to the overall <u>deductible</u> . Self- referrals may only be made to Anthem participating <u>providers</u> .
dental or eye care	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

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Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)*

- Cosmetic Surgery
- Dental Care (Adult)
- Dental Care (Pediatric)
- Glasses for a child

- Infertility Treatment
- Long Term Care
- Non-emergency care when traveling outside the U.S.
- Private Duty Nursing
- Routine Foot Care (unless you have diabetes, vascular or systemic disease)
- Weight Loss Programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Acupuncture
- Bariatric Surgery (with prior authorization)
- Chiropractic Care (up to 36 visits per calendar year)
- · Hearing Aids (frequency and dollar limits apply)
- Routine eye care (Adult)
- Routine eye care (Pediatric)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Maine Municipal Employees Health Trust,1-800-852-8300 or www.mmeht.org, Maine Bureau of Insurance, Department of Professional and Financial Regulation, 34 State House Station, Augusta, ME 04333, (800) 300-5000, the U.S. Department of Labor's Employee Benefits Security Administration,1-866-444-3272 or www.dol.gov/ebsa/healthreform or the U.S. Department of Health and Human Services,1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.coverme.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact:

- Maine Municipal Employees Health Trust, 60 Community Drive, Augusta, ME 04330-9486, www.mmeht.org
- Anthem BCBS ME; ATTN: Grievances and Appeals, P.O. Box 218, North Haven, CT 06473-0218
- Department of Labor, Employee Benefits Security Administration, (866) 444-EBSA (3272), www.dol.gov/ebsa/healthreform
- Maine Bureau of Insurance, Department of Professional and Financial Regulation, 34 State House Station, Augusta, ME 04333, (800) 300-5000, www.maine.gov/pfr/insurance/
- Additionally, a consumer assistance program can help you file your <u>appeal</u>. Contact Consumers for Affordable Health Care, P.O. Box 2490, 108 Sewall St. Suite 200, Augusta, ME 04330, (800) 965-7476, <u>www.mainecahc.org</u>

Does this plan provide Minimum Essential Coverage? Yes.

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

——To see examples of how this plan might cover costs for a sample medical situation, see the next section.

^{*} For more information about limitations and exceptions, see the Health Trust Plan Document

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this <u>plan</u> might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your <u>providers</u> charge, and many other factors. Focus on the <u>cost sharing</u> amounts (<u>deductibles</u>, <u>copayments</u> and <u>coinsurance</u>) and <u>excluded services</u> under the <u>plan</u>. Use this information to compare the portion of costs you might pay under different health <u>plans</u>. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ Specialist copayment	\$25
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

In this example, Peg would pay:

Cost Sharing		
<u>Deductibles</u>	\$0	
<u>Copayments</u>	\$10	
Coinsurance	\$800	
What isn't covered		
Limits or exclusions \$6		
The total Peg would pay is \$87		

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$0
Specialist copayment	\$25
■ Hospital (facility) coinsurance	10%
Other coinsurance	20%

This EXAMPLE event includes services like:

Primary care physician office visits (including disease education)

Diagnostic tests (blood work)

Prescription drugs

<u>Durable medical equipment</u> (glucose meter)

Total Example Cost	\$5,600

In this example, Joe would pay*:

Cost Sharing	
<u>Deductibles</u>	\$0
Copayments	\$1,000
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$1,020

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ Specialist copayment	\$25
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)

Diagnostic test (x-ray)

<u>Durable medical equipment (crutches)</u>

Rehabilitation services (physical therapy)

Total Example Cost	\$2,800
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In this example, Mia would pay:

	dino ondinipio, illia irodia pay.	
Cost Sharing		
<u>Deductibles</u>	\$0	
<u>Copayments</u>	\$300	
Coinsurance	\$50	
What isn't covered		
Limits or exclusions	\$0	
The total Mia would pay is	\$350	

*Note: These numbers assume the patient does not participate in the <u>plan's</u> diabetes wellness program. If you have diabetes and participate in the <u>plan's</u> wellness program, you may be able to reduce your costs. For more information about the diabetes wellness program, please contact Maine Municipal Employees Health Trust at 1-800-852-8300 for information about the diabetes wellness program.

Coverage Period: 01/01/2023 – 12/31/2023 Coverage for: Individual/Family | Plan Type: PPO

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call us at 1-800-852-8300 or visit www.mmeht.org. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-qlossary/ or call 1-800-852-8300 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$500/individual or \$1,000/family for in <u>network providers</u> ; \$1,000/individual or \$2,000/family for <u>out of network providers</u>	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. Primary care, Preventive care, Specialist visits and certain prescription drugs. For more information see below.	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive</u> <u>services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket</u> <u>limit</u> for this <u>plan</u> ?	\$2,000 individual / \$4,000 family for in <u>network providers;</u> \$3,000 individual / \$6,000 family for <u>out-of-network providers</u>	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit?</u>	Copayments on certain services, premiums, balance-billing charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out–of–pocket limit</u> . However, <u>in-network copayments</u> will be capped at \$5,500 individual / \$11,000 family. This means that you will not have to pay more than \$7,500 individual / \$15,000 family for all covered services received in <u>network</u> (including <u>copayments</u>).
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.mmeht.org or call 1-800-852-8300 for a list of network providers. Costs may vary by site of service and how the provider bills.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the specialist you choose without a referral.

		What You W	ill Pay	Limitations, Exceptions, & Other Important Information
Common Medical Event	Services You May Need	In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Primary care visit to treat an injury or illness	No <u>copayment</u> for the first visit then \$20 <u>copayment</u> /visit; <u>deductible</u> does not apply	\$20 <u>copayment</u> /visit then 20% <u>coinsurance</u>	Virtual visits (telehealth) benefits available.
If you visit a health care <u>provider's</u> office	Specialist visit	\$35 <u>copayment</u> /visit; <u>deductible</u> does not apply	\$35 <u>copayment</u> /visit then 20% <u>coinsurance</u>	Virtual visits (telehealth) benefits available.
or clinic	Preventive care/screening/ immunization	No charge	20% <u>coinsurance;</u> <u>deductible</u> does not apply	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services you need are preventive. Then check what your <u>plan</u> will pay for.
	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	None
If you have a test	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	The <u>provider</u> must contact Anthem Blue Cross and Blue Shield/AIM and obtain <u>preauthorization</u> .
If you need drugs to	Generic drugs (Tier 1 Select & Tier 1 Standard)	Select: \$8 copayment/prescription each \$16 copayment/prescription 90- Standard: \$15 copayment/prescription each \$30 copayment/prescription 90-	day supply (mail order) ch 30-day supply (retail)	Prescription drugs are not subject to the overall deductible. Step Therapy and Preauthorization may apply to some drugs.
treat your illness or condition	Preferred brand drugs (Tier 2)	\$35 copayment/prescription each 30-day supply (retail) \$70 copayment/prescription 90-day supply (mail order)		Specialty drugs may have separate cost
More information about prescription drug	Non-preferred brand drugs (Tier 3)	\$60 <u>copayment</u> /prescription each 30-day supply (retail) \$120 <u>copayment</u> /prescription 90-day supply (mail order)		structures and means of delivery. Specialty medications may only be filled at a specialty pharmacy in quantities up to a 30-day supply, regardless of the tier in which they fall. Certain exceptions may apply*. For specific information, contact www.mmeht.org.
coverage is available at www.mmeht.org	Lifestyle & <u>Specialty drugs</u> (Tier 4)	\$80 copayment/prescription each 30-day supply (retail pharmacy for lifestyle drugs; specialty pharmacy for specialty drugs) \$160 copayment/prescription 90-day supply (mail order for lifestyle drugs only; 90-day supply not available for specialty drugs)		

		What You Will Pay		
Common Medical Event	Services You May Need	In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information
If you have outpatient	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	None
surgery	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need immediate	Emergency room care	\$200 <u>copayment</u> /visit; <u>deductible</u> does not apply	\$200 <u>copayment</u> /visit; <u>deductible</u> does not apply	None
medical attention	Emergency medical transportation	20% coinsurance	20% coinsurance	Must be medically necessary
	<u>Urgent care</u>	\$35 <u>copayment</u> /visit; <u>deductible</u> does not apply	\$35 <u>copayment</u> /visit then 20% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Preauthorization is required. If you don't get preauthorization, benefits may be denied.
stay	Physician/surgeon fees	20% coinsurance	40% coinsurance	None
If you need mental	Outpatient services	No <u>copayment</u> for the first office visit then \$20 <u>copayment</u> /visit; <u>deductible</u> does not apply	\$20 <u>copayment</u> /visit then 20% <u>coinsurance</u>	Virtual visits (telehealth) benefits available.
health, behavioral health, or substance abuse services	Inpatient services	20% coinsurance	40% coinsurance	The <u>Provider</u> or Participant must contact Anthem Blue Cross and Blue Shield's Mental Health Administrator for review of non- <u>emergency services</u> , in order to receive the in <u>network</u> level of benefits. If <u>preauthorization</u> is not obtained for an inpatient admission, benefits may be denied.
If you are pregnant	Office visits	\$20 PCP/\$35 <u>Specialist</u> copayment/visit; deductible does not apply	\$20 PCP/\$35 Specialist copayment/visit then 20% coinsurance	Cost sharing does not apply to preventive services. Depending on the type of services, a copayment, coinsurance, or deductible may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).

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		What You Will Pay			
Common Medical Event	Services You May Need	In Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	Limitations, Exceptions, & Other Important Information	
	Childbirth/delivery professional services	20% coinsurance	40% coinsurance		
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% coinsurance	If <u>preauthorization</u> is not obtained for an inpatient admission, benefits may be denied.	
	Home health care	20% coinsurance	40% coinsurance	Plan covers paramedical supportive services; does not cover daily living assistance.	
	Rehabilitation services	\$35 <u>copayment</u> /visit; <u>deductible</u> does not apply	\$35 <u>copayment</u> /visit then 20% <u>coinsurance</u>	Coverage is limited to 75 visits for in <u>network</u> and out of <u>network</u> Physical, Occupational and	
If you need help	Habilitation services	\$35 <u>copayment</u> /visit; <u>deductible</u> does not apply	\$35 <u>copayment</u> /visit then 20% <u>coinsurance</u>	Speech therapy combined per Calendar Year.	
recovering or have other special health needs	Skilled nursing care	20% coinsurance	40% coinsurance	Coverage is limited to 100 days per calendar year combined in and out of <u>network</u> . If <u>preauthorization</u> is not obtained, benefits may be denied.	
	Durable medical equipment	20% <u>coinsurance; deductible</u> does not apply	40% <u>coinsurance;</u> <u>deductible</u> does not apply	Not subject to the overall <u>deductible</u> .	
	Hospice services	20% coinsurance	40% coinsurance	None	
If your child needs	Children's eye exam	No charge	20% <u>coinsurance;</u> deductible does not apply	Not subject to the overall <u>deductible</u> .	
dental or eye care	Children's glasses	Not covered	Not covered	None	
	Children's dental check-up	Not covered	Not covered	None	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)*

- Cosmetic Surgery
- Dental Care (Adult)
- Dental Care (Pediatric)
- Glasses for a child

- Infertility Treatment
- Long Term Care
- Non-emergency care when traveling outside the U.S.
- Private Duty Nursing
- Routine Foot Care (unless you have diabetes, vascular or systemic disease)
- Weight Loss Programs

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- Acupuncture
- Bariatric Surgery (with prior authorization)
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- Additionally, a consumer assistance program can help you file your <u>appeal</u>. Contact Consumers for Affordable Health Care, P.O. Box 2490, 108 Sewall St. Suite 200, Augusta, ME 04330, (800) 965-7476, <u>www.mainecahc.org</u>

Does this plan provide Minimum Essential Coverage? Yes.

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Does this plan meet Minimum Value Standards? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

———————To see examples of how this plan might cover costs for a sample medical situation, see the next section.—

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About these Coverage Examples:



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Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ Specialist copayment	\$35
■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

Specialist office visits (prenatal care)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (ultrasounds and blood work)
Specialist visit (anesthesia)

In this example, Peg would pay:

Deductibles\$500Copayments\$50Coinsurance\$1,500What isn't coveredLimits or exclusions\$60The total Peg would pay is\$2,110	Cost Sharing		
Coinsurance \$1,500 What isn't covered Limits or exclusions \$60	<u>Deductibles</u>	\$500	
What isn't covered Limits or exclusions \$60	<u>Copayments</u>	\$50	
Limits or exclusions \$60	Coinsurance	\$1,500	
·	What isn't covered		
The total Peg would pay is \$2,110	Limits or exclusions	\$60	
	The total Peg would pay is	\$2,110	

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$500
■ Specialist copayment	\$35
■ Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:

<u>Primary care physician</u> office visits (*including disease education*)
Diagnostic tests (*blood work*)

Prescription drugs

Durable medical equipment (glucose meter)

|--|

In this example, Joe would pay*:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$100
Copayments	\$1,100
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$20
The total Joe would pay is	\$1,220

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's</u> overall <u>deductible</u>	\$500
■ Specialist copayment	\$35
■ Hospital (facility) coinsurance	20%
Other coinsurance	20%

This EXAMPLE event includes services like:

Emergency room care (including medical supplies)

Diagnostic test (x-ray)

<u>Durable medical equipment</u> (crutches)

Rehabilitation services (physical therapy)

Total Example Cost	\$2,800

In this example, Mia would pay:

<u>Cost Sharing</u>		
<u>Deductibles</u>	\$500	
Copayments	\$400	
Coinsurance	\$200	
What isn't covered		
Limits or exclusions	\$0	
The total Mia would pay is	\$1,100	

*Note: These numbers assume the patient does not participate in the <u>plan's</u> diabetes wellness program. If you have diabetes and participate in the <u>plan's</u> wellness program, you may be able to reduce your costs. For more information about the diabetes wellness program, please contact Maine Municipal Employees Health Trust at 1-800-852-8300 for information about the diabetes wellness program.

MAINE MUNICIPAL EMPLOYEES HEALTH TRUST **TOWN OF WINTERPORT**

MEDICAL PROGRAM SUMMARY - January 1, 2023 to December 31, 2023

All benefits shown are In-Network. Services received Out-of-Network, if covered, may be paid at a lower level of benefits. Please consult your Plan Document or Summary Plan Description booklet for more information.

All figures shown (deduct	ibles, copays, and coinsura	ance)	e) reflect what the Member pays towards the cost of services.					
	POS A		POS C		PPO 500			
	Please Note: The POS A plan has been "frozen" effective January 1, 2016. No new groups may begin offering the POS A plan after that date.							
DEDUCTIBLE Individual / Family	\$0 (No deductible)		\$0 (No deductible)		\$500 / \$1,000			
CO-INSURANCE (Member pays)	10% for most services		10% for most services		20%			
OUT OF POCKET MAXIMUM Deductible plus Coinsurance Individual / Family	\$1000 / \$2,000		\$1,500 / \$3,000		\$2,000 / \$4,000			
COPAYS:								
Office Visit Copay	\$10 PCP / \$20 Specialist		\$15 PCP / \$25 Specialist		\$20 PCP / \$35 Specialist			
Mental Health Outpatient Copay (waived for telehelath visits in 2023)	\$10		\$15		\$20			
Emergency Room Copay	\$150		\$150		\$200			
Walk-In or Urgent Care Center Copay PREVENTIVE CARE:	\$20		\$25		\$35			
Preventive Care, including mammograms, Pap tests, women's preventive health services, colonoscopies, PSA tests, and routine physicals	0%		0%		0%; deductible waived			
Preventive Lab and X-Ray	0%		0%		0%; deductible waived			
Preventive Eye Exams (Limited benefits) OTHER SERVICES:	0%		0%		0%; deductible waived			
In Patient Hospital Services	10% (0% for Physician Services)		10% (0% for Physician Services)		Deductible then 20%			
Out Patient Surgical Facility	\$100 copay		\$100 copay		Deductible then 20%			
Diagnostic Lab & X-Ray	0%		0%		Deductible then 20%			
Advanced Imaging (MRI/CT/PET)	\$100 copay Copays limited to \$300 per Cal Yr		\$100 copay Copays limited to \$300 per Cal Yr		Deductible then 20%			
Chiropractic Care	\$20 copay Limited to 36 visits per Cal Yr		\$25 copay Limited to 36 visits per Cal Yr		\$35 copay Limited to 36 visits per Cal Yr			
Physical, Speech and Occupational Therapy	\$20 copay Limited to 75 Visits per Cal Yr (Combined Limit)		\$25 copay Limited to 75 Visits per Cal Yr (Combined Limit)		\$35 copay Limited to 75 Visits per Cal Yr (Combined Limit)			
PRESCRIPTION DRUGS (5 TIER): Tier 1-Select Generic / Tier 1- Standard / Tier 2 / Tier 3 / Tier 4- Specialty and Lifestyle	5-Tier Rx		5-Tier Rx		5-Tier Rx			
RX COPAY (Each 1-30 day supply at retail pharmacy)	\$4/\$10/\$30/\$50/\$60		\$4/\$10/\$30/\$50/\$60		\$8/\$15/\$35/\$60/\$80			
RX COPAY (31-90 day supply via mail order)	\$8/\$20/\$60/\$100/\$120		\$8/\$20/\$60/\$100/\$120		\$16/\$30/\$70/\$120/\$160			
OTHER: Cap on In-Network Copays (includes medical and Rx copays) Individual / Family	\$5,500 / \$11,000		\$5,000 / \$10,000		\$5,500 / \$11,000			

Traditional Point of Service Plan (POS A) Effective January 1, 2023

This is a summary of plan benefits. In the case of any inadvertent discrepancies, the plan document will govern. For specific information regarding plan provisions, please contact the Health Trust Service Representatives at 1-800-852-8300 or <a href="https://doi.org/10.1007/jtm2.2007/jtm2.2007-jtm2

In-Network Out-of-Network Please Note: In order to receive In-Network level of benefits under the Point of Service plan, all services (except emergency or urgent/acute care situations) must

BENEFIT DESCRIPTION		All charges subject to Max. Allow.
Deductible	\$0	\$250 Single / \$500 Family
Coinsurance	Plan pays 90% or 80%	Plan pays 80%
Deductible + Coinsurance Out-of-Pocket Max. Per Calendar Year (1)	\$1,000 Single / \$2,000 Family	\$2,250 Single / \$4,500 Family
Lifetime Maximum	Unlimited	Unlimited
npatient Services		
Unlimited days of care in semi-private room (2)(3)	90%	80% after deductible
Physician services	100%	80% after deductible
Intensive care	90%	80% after deductible
Mental health services/Substance abuse services (4)	90%	80% after deductible
Ancillary services, lab tests, x-rays, medications	90%	80% after deductible
Anesthesia	90%	90%
Maternity care	90%	80% after deductible
Newborn care	90%	80% after deductible
Outpatient Services		
•	No copay for the first visit and then 100%	80% after deductible
Any physician office visit, diagnosis and treatment (PCP)	after \$10 copay per visit	
Any physician office visit, diagnosis and treatment (Specialist)	100% after \$20 copay	80% after deductible
Lab & X-ray – Diagnostic	100%	80% after deductible
Lab & X-ray – Preventive	100%	100% (no deductible)
Colonoscopies (Diagnostic)	100%	Not covered
Colonoscopies (Binghostie)	(Outpatient surgical facility fee may	1 tot covered
	apply)	
Advanced Imaging Procedures (e.g., MRI, CT, and PET scans) (3)	100% after \$100 copay (5)	80% after deductible
Physical exams and Well-child care	100%	Not covered
Immunizations/Flu Shots	100%	100% (no deductible)
Covered surgical procedures	100% after \$100 copay (6)	80% after deductible
	No copay for the first visit and then 100%	80% after deductible
Mental health services/Substance abuse services (4)	after \$10 copay per visit	00% after deductible
Maternity care	100% ⁽⁷⁾	80% after deductible
Gynecological exam - Preventive	100% (7)	100% (no deductible)
Physical, Speech or Occupational Therapy (8)	100% after \$20 copay	80% after deductible
Outpatient facility fees	100% and \$20 copay 100%; \$100 copay for surgical facility	80% after deductible
Ambulance (medically necessary)	100%, \$100 copay for surgical facility	100%
Emergency Room Services	10070	100%
Emergency/Acute care	100% after \$150 copay	100% after \$150 copay
Non-emergency care	100% after \$150 copay	100% after \$150 copay
Other Services	100% arter \$130 copay	100% after \$150 copay
Walk-In or Urgent Care Center	100% after \$20 copay (9)	80% after deductible
	100% after \$20 copay	80% after deductible
Home Health/Hospice care Skilled nursing facility (3)(10)	100%	80% after deductible
	90%	
Human tissue & organ transplants		Not covered
Durable Medical Equipment	80%	70% (no deductible)
Oral surgery (limited benefits)	100%	100%
Eye exams - Preventive	100% (7)	100% (no deductible)
Chiropractic care	100% after \$20 copay (7)(11)	80% after deductible
Prescription Drugs		
Each 30-day supply – Retail Pharmacy (Tier 1-Select Generic/ Tier 1-Standard/ Tier 2/ Tier 3/ Tier 4)	Copays: \$4 / \$10 / \$30/ \$50/ \$60	Copays: \$4 / \$10 / \$30/ \$50/ \$60
90 day supply – Mail Order (Tier 1-Select Generic/ Tier 1-Standard/ Tier 2/ Tier 3/ Tier 4)	Copays: \$8 / \$20 / \$60 / \$100 / \$120	Copays: \$8 / \$20 / \$60 / \$100 / \$120

- In-Network copays will be capped at \$5,500 single / \$11,000 family. This means that you will not have to pay more than \$6,500 single / \$13,000 family for all covered services received In-Network (including deductible, coinsurance, and copays).
- Private rooms covered when medically necessary. (2)
- The Provider or Participant must contact Anthem Blue Cross and Blue Shield before any scheduled hospital or skilled nursing facility admission or outpatient advanced (3) imaging procedure and obtain certification. If certification is not obtained, benefits may be denied.
- All services must be pre-authorized by Anthem Blue Cross and Blue Shield. The Provider or Participant must contact Anthem Blue Cross and Blue Shield's Mental Health (4) Administrator for review of inpatient non-emergency services in order to receive the In-Network level of benefits.
- Advanced Imaging copays limited to \$300 per person per calendar year.

partial fills for new prescriptions. Please contact the Health Trust with any questions.

- Copay applies only when there is a facility charge billed. (6)
- Participants may self-refer to a participating provider. (7)
- Combined physical, speech, and occupational therapy benefits (including those billed by a chiropractor or a D.O.) limited to 75 visits per person per calendar year (combined (8) In-Network and Out-of-Network).
- For a current list of In-Network Walk-In or Urgent Care Centers, please call the Health Trust at 1-800-852-8300, or refer to the Health Trust website at www.mmeht.org.
- (10) Skilled nursing facility services limited to 100 days per calendar year (combined In-Network and Out-of-Network).
- (11) Acute chiropractic care may be self-referred to a participating chiropractor for up to 36 visits per calendar year.

MMEHT-POS-A 9/22/2022

Comprehensive Point of Service Plan (POS C) Effective January 1, 2023

This is a summary of plan benefits. In the case of any inadvertent discrepancies, the plan document will govern.

In-Network

Out-of-Network

SENEFIT DESCRIPTION		All charges subject to Max. Allow.
Deductible	\$0	\$250 Single / \$500 Family
Coinsurance	Plan pays 90% or 80%	Plan pays 70%
Deductible + Coinsurance Out-of-Pocket Max. Per Calendar Year (1)	\$1,500 Single / \$3,000 Family	\$2,250 Single / \$4,500 Family
Lifetime Maximum	Unlimited	Unlimited
npatient Services		
Unlimited days of care in semi-private room (2)(3)	90%	70% after deductible
Physician services	100%	70% after deductible
Intensive care	90%	70% after deductible
Mental health services/Substance abuse services (4)	90%	70% after deductible
Ancillary services, lab tests, x-rays, medications	90%	70% after deductible
Anesthesia	90%	90%
Maternity care	90%	70% after deductible
Newborn care Outpatient Services	90%	70% after deductible
Any physician office visit, diagnosis and treatment (PCP)	No copay for the first visit and then 100% after	70% after deductible
r r r r r r r	\$15 copay per visit	
Any physician office visit, diagnosis and treatment (Specialist)	100% after \$25 copay per visit	70% after deductible
Lab & X-ray – Diagnostic	100%	70% after deductible
Lab & X-ray – Preventive	100%	100% (no deductible)
Colonoscopies (Diagnostic)	100%	Not covered
	(Outpatient surgical facility fee may apply)	
Advanced Imaging Procedures (e.g., MRI, CT, and PET scans) (3)	100% after \$100 copay (5)	70% after deductible
Physical exams and Well-child care	100%	Not covered
Immunizations/Flu Shots	100%	100% (no deductible)
Covered surgical procedures	100% after \$100 copay (6)	70% after deductible
40	(Anesthesia covered at 90%)	
Mental health services/Substance abuse services (4)	No copay for the first visit and then 100% after	70% after deductible
	\$15 copay per visit	500 / 0 11 11
Maternity care	100% (7)	70% after deductible
Gynecological exam – Preventive	100% (7)	100% (no deductible)
Physical, Speech or Occupational Therapy (8)	100% after \$25 copay	70% after deductible
Outpatient facility fees	100%; \$100 copay for surgical facility	70% after deductible
Ambulance (medically necessary) Emergency Room Services	100%	100%
Emergency/Acute care	100% after \$150 copay	100% after \$150 copay
Non-emergency care	100% after \$150 copay	100% after \$150 copay
Other Services	- cooper	10070 111101 11100 00 00 00
Walk-In or Urgent Care Center	100% after \$25 copay (9)	70% after deductible
Home Health/Hospice care	90%	70% after deductible
Skilled nursing facility (3) (10)	90%	70% after deductible
Human tissue & organ transplants	90%	Not covered
Durable Medical Equipment	80%	70% (no deductible)
Oral surgery (limited benefits)	90%	90%
Eye exams – Preventive	100% (7)	100% (no deductible)
Chiropractic care	100% after \$25 copay (7)(11)	70% after deductible
rescription Drugs		
Each 30-day supply – Retail Pharmacy (Tier 1-Select Generic/ Tier 1-Standard/ Tier 2/ Tier 3/ Tier 4)	Copays: \$4 / \$10 / \$30/ \$50/ \$60	Copays: \$4 / \$10 / \$30/ \$50/ \$60
90 day supply – Mail Order	Copays: \$8 / \$20 / \$60 / \$100 / \$120	Copays: \$8 / \$20 / \$60 / \$100 / \$120

- (1) In-Network copays will be capped at \$5,000 single / \$10,000 family. This means that you will not have to pay more than \$6,500 single / \$13,000 family for all covered services received In-Network (including deductible, coinsurance, and copays).
- (2) Private rooms covered when medically necessary.
- (3) The Provider or Participant must contact Anthem Blue Cross and Blue Shield before any scheduled hospital or skilled nursing facility admission or outpatient advanced imaging procedure to obtain certification. If certification is not obtained, benefits may be denied.
- (4) All services must be pre-authorized by Anthem Blue Cross and Blue Shield. The Provider or Participant must contact Anthem Blue Cross and Blue Shield's Mental Health Administrator for review of inpatient non-emergency services in order to receive the In-Network level of benefits.
- (5) Advanced Imaging copays limited to \$300 per person per calendar year.
- (6) Copay applies only when there is a facility charge billed.
- (7) Participants may self-refer to a participating provider.
- (8) Combined physical, speech, and occupational therapy benefits (including those billed by a chiropractor or a D.O.) limited to 75 visits per person per calendar year (combined In-Network and Out-of-Network).
- (9) For a current list of In-Network Walk-In or Urgent Care Centers, please call the Health Trust at 1-800-852-8300, or refer to the Health Trust website at www.mmeht.org.
- (10) Skilled nursing facility services limited to 100 days per calendar year (combined In-Network and Out-of-Network).
- (11) Acute chiropractic care may be self-referred to a participating chiropractor for up to 36 visits per calendar year.

MMEHT-POS-C 9/22/2022

PPO 500 Plan

Effective January 1, 2023

This is a summary of plan benefits. In the case of any inadvertent discrepancies, the plan document will govern.

For specific information regarding plan provisions, please contact the Health Trust Service Representatives at 1-800-852-8300 or htservice@memun.org.

Out-of-Network
or Out-of-Pocket Maximum. Similarly, services received In-
·
All charges subject to Max. Allow.
amily \$1,000 Single / \$2,000 Family
Plan pays 60%
Family \$3,000 Single / \$6,000 Family
Unlimited
60% after deductible
80% after deductible
60% after deductible
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isit and then 80% after \$20 copay per visit
per visit 80% after \$35 copay
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PCP) or \$35 80% after \$20 copay (PCP) or \$35 copay
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oo70 arter 455 copuy
/ \$60 / \$80 Copays: \$8 / \$15 / \$35 / \$60 / \$80
O / \$120 / \$160 Copays: \$16 / \$30 / \$70 / \$120 / \$160 ay supply. Some specialty medications may be subject to partial
)

This is, not prescriptions, reduce volume, the reduce reduce may questions.

- (1) In-Network copays will be capped at \$5,500 single / \$11,000 family. This means that you will not have to pay more than \$7,500 single / \$15,000 family for all covered services received In-Network (including deductible, coinsurance, and copays).
- (2) Private rooms covered when medically necessary.
- (3) The Provider or Participant must contact Anthem Blue Cross and Blue Shield before any scheduled hospital or skilled nursing facility admission, or outpatient advanced imaging procedure to obtain certification. If certification is not obtained, benefits may be denied.
- (4) All services must be pre-authorized by Anthem Blue Cross and Blue Shield. The Provider or Participant must contact Anthem Blue Cross and Blue Shield's Mental Health Administrator for review of inpatient non-emergency services in order to receive the In-Network level of benefits.
- (5) Combined physical, speech, and occupational therapy benefits (including those billed by a chiropractor or a D.O.) limited to 75 visits per person per calendar year (combined In-Network and Out-of-Network).
- (6) For a current list of In-Network Walk-In or Urgent Care Centers, please call the Health Trust at 1-800-852-8300, or refer to the Health Trust website at www.mmeht.org.
- (7) Skilled nursing facility services limited to 100 days per calendar year (combined In-Network and Out-of-Network).
- (8) Acute chiropractic care will be covered for up to 36 visits per calendar year (combined In-Network and Out-of-Network).

MMEHT-PPO-500 9/22/2022



When you or your household members are facing personal or work-related challenges, the Anthem Blue Cross and Blue Shield Employee Assistance Program (EAP) can help you. These services are available at no cost to you:



Counseling with up to three visits for each issue, including face-to-face or online visits through LiveHealth Online1



Legal consultation with a 30-minute phone or in-person meeting, discounted fees to retain a lawyer, and online resources



Financial consultation including a phone meeting with financial professionals during business hours



ID recovery for help with reporting to consumer credit agencies, filling out paperwork, and negotiating with creditors



myStrength, a "health club for your mind," featuring e-learning modules, mood trackers, videos, and tools to make a personal action plan



Dependent care and daily living resources

for information on child care, adoption, summer camps, college placement, elder care, and assisted living



Other anthemEAP.com resources, well-being articles, podcasts, webinars, and tools for depression, anxiety, relationships, alcohol use, and eating habits



Crisis consultation with a toll-free number for emergencies and help at any hour of any day

Help 24/7, 365 days a year

For assistance, please call 800-647-9151, or visit anthemEAP.com and enter MMEHT to log in.

Everything you share is confidential.²

ject to the availability of a therapist. Online counseling is not appropriate for all knoss or proceeds. If you are in crisis or inamig, si revention Lifeline, 800.273-TALK ROD-073-8255, or 911 for help if you issue is an emergency, call 911 or go to your nearest of hederal and state law, and professional ethical standards. This document is for general informational purposes. Check with your

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf of Anthem Blue Cross and Blue Shield



Simple, smart, and all about you

Get instant access to your health plan information at <u>anthem.com</u> or with our Sydney[™] Health.

Check claims

See what's covered and what you owe.

See benefits

Check what your plan covers and how much you might pay

Get your ID card

Share, fax, or email your ID card right from your device.

Find a doctor

Look for doctors in your health plan.

Get medicine

Refill your prescriptions online.

Estimate costs

Compare costs and quality for common procedures.

Get discounts

Save on health-related products and services.

Manage healthcare accounts

Pay or reimburse yourself for healthcare expenses. See your account balance anytime.















Find everything you need to know about your benefits — all in one place.

Expanding your MAINE MUNICIPAL VIRTUAL Care options Anthem. MAINE MUNICIPAL MAINE MAINE MAINE MUNICIPAL MAINE MAINE

Find complete care support, on your time, through the **Sydney Health app**

Visit with a doctor at your convenience

Accessing the care you need, when you need it, matters. That's why our SydneySM Health mobile app connects you to a team of doctors ready to help you on your time. There are two secure ways to find low or no-additional cost care through our app:

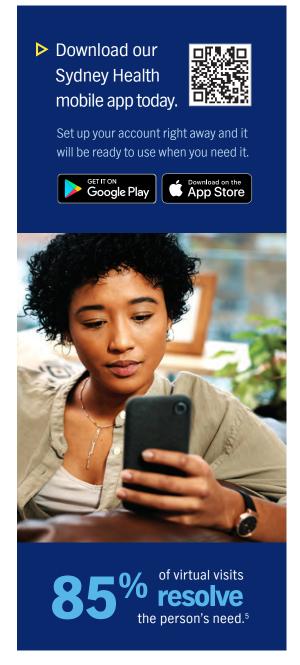
- (1) Chat with a doctor 24/7 without an appointment
 - Urgent care support for health issues, such as allergies, a cold, or the flu.
 - New prescriptions¹ for concerns such as a cough or a sinus infection.
- (2) Schedule a virtual primary care appointment
 - Routine care, including virtual annual preventive care (wellness)
 visit and prescription refills.^{1,2,3,4}
 - Personalized care plans for chronic conditions, such as asthma or diabetes.

Assess your symptoms with the Symptom Checker

When you're sick, you can use the Symptom Checker on Sydney Health to answer a few questions about how you're feeling. That information is run against millions of medical data points to provide care advice tailored to you.

Save money and time with virtual care

Sydney Health brings care to you anywhere, anytime. The Symptom Checker is always free to use, while virtual primary care visits and on-demand urgent care through the app are available at the PCP copay.



1 Virtual annual preventive care (wellness) visits through the Sydney Health app are available starting September 2022. The virtual annual preventive care (wellness) visit is covered in full unless the employer has a limit or cap under their benefit plan. 2 Virtual primary care medical services provided by Preventive Medical Associates P.C. through an arrangement with Hydrogen Health, which provides the virtual care platform.

3 Eligible employees are those who have not yet had an annual preventive care (wellness) visit during the plan year (either virtual or in-person) whose group benefit plan covers a virtual primary care exam. If an employer group has a cap on the number of preventive care (wellness) visit that are covered in full and the employee has exceeded the cap but would like to have another preventive care (wellness) visit, they may be responsible for copays and other out-of-pocket costs for the visit. Employees should consult their benefit plan and/or contact Member Services if they have any questions.

4 Your notice will determine if a newsprinting is needed at it time of visit.

5 K Health analysis of Q4 2020 visit depositions.

Sydney Health is offered through an arrangement with Carelon Digital Platforms, a separate company offering mobile application services on behalf of your health plan. ©2020-2022 The Virtual Primary Care experience is offered through an arrangement with Hydrogen Health.

In addition to using a telehealth service, you can receive in-person or virtual care from your own doctor or another healthcare professional in your plan's network. If you receive care from a doctor or healthcare professional not in your plan's network, your share of the costs may be higher. You may also receive a bill for any charges not covered by your health plan.

receive a bill for any charges not covered by your resim plan. Anthem Health Plans of Rocky Mountain Hospital and Medical Service, Inc. HMD products underwritten by HMO Colorado, Inc. In Connecticut. Anthem Health Plans, Inc. In Georgia: Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri, Inc. RT and certain affiliates only invited administrative moved administrative services for self-flunded plans and do not underwritten by HMO Enders Decorated Plans of New Hampshire: Anthem Health Plans of Nirginia, Inc. trades as Anthem Health Plans, of Nirginia, Inc. trades as Anthem Health Plans, of Nirginia, Inc. trades as Anthem Health Plans of Nirginia, Inc. trades as Anthem Health Plans, of Nirginia, Inc. trades as Anthem Plans, of Nirginia, Inc. trades as Anthem Health Plans, of Nirginia, Inc. trades as Anthem Plans, of Nirginia, Inc. trades as A



Preventing diabetes just got easier



Introducing Lark Digital Health Coaching

People with prediabetes have higher than normal blood sugar which can substantially increase the risk of developing type 2 diabetes. People often don't even know they have prediabetes, because it can occur with no symptoms. The good news is that there are steps you can take now to decrease your risk.

Maine Municipal Health Trust has teamed up with Anthem and Lark to bring you access to the tools you need to take those steps and prevent type 2 diabetes. Available 24/7 on your smartphone, the Lark Diabetes Prevention Program is included at no extra cost as a benefit of your health plan, administered by Anthem. If you qualify, you'll also get a digital scale with the opportunity to earn a Fitbit®.

Together we can help you:



Create healthy eating habits



Make time for physical activity



Improve sleep quality



Reach or maintain a healthy weight



Manage stress levels

Get started with a quick eligibility survey

Scan this QR code with your smartphone camera to get started.



or visit Lark.com/AnthemEnroll



"Cheerful encouragement and suggestions. I've recommended it to several friends."



"It puts you on the exact path you need to go and educates you on that path along the way. I'm down 10 pounds already just from applying the tips to my everyday life."

Eligibility requirements for the Lark Diabetes Prevention Program include qualifying as prediabetic according to a survey designed by the Centers for Disease Control and membership in a participating health plan. You may be eligible to earn health-related devices such as a scale or Fitbit® at no cost to you. The ability to earn health-related devices may vary by health plan and may contain minimum program engagement requirements, such as weighing in, completing missions with your digital coach, and logging activity or meals. Eligibility determinations are made by Lark at its sole discretion.



"I attribute my success to my Diabetes Educator! I felt a real connection with her immediately and she showed me she truly cared about my health and me. My diabetes educator listened to what I was saying and worked with me to adjust my medication. Before long, I was feeling better, more rested, clear-headed and physically stronger. The TDES© program and my diabetes educator changed my life!"

Debra Palmer
 Waldo CAP
 TDES® Program Graduate



"A great program for people with diabetes –no matter how long you have had diabetes."

– Nicky ClarkTDES® Program Graduate



"Thanks to enrolling in TDES", I have better eating habits. My AIC was 11; it now ranges between 7.3 - 8.0."

Reginald Winslow
 Ellsworth Water Department
 MMEHT Member
 TDES° Program Graduate



11 Parkwood Drive Augusta, Maine 04345 tdes@mcdph.org (207) 622-7566 x252 www.tdes.me

A Program Presented by

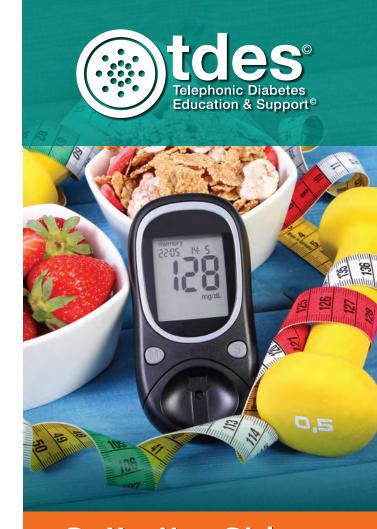


In Partnership with



Maine Municipal Employees Health Trust

www.mmeht.org



Do You Have Diabetes or Prediabetes?

Do You Want to Save Money?



TDES©

Telephonic Diabetes Education & Support® Program

- 12 month program with up-to-date diabetes information along with customized support to help you manage your diabetes
- Monthly telephone calls at your convenience
- Individualized services provided by experienced and certified professional diabetes educators

TDES²!

Telephonic Diabetes Education & Support[©] to the Second POWER!

- Follow-up program for TDES® graduates
- Focus on self-management of your diabetes to include further education, goal setting and life style changes
- 4 to 6 scheduled calls over the course of one year

TDES²! Continues

Graduates of the *TDES*²! program may continue self-management diabetes education with 4 to 6 calls over one additional year.

FREQUENTLY ASKED QUESTIONS

How do I save money?

As long as you are active in a TDES® program, you will receive a 12 month waiver of pharmacy copays for:

- test strips (blood and/or ketones)
- lancets
- medications (pills and/or insulin)
- insulin syringes/pen needles

Note: Insulin pump supplies are not included

How do I improve my health?

- Learn how to self-manage your diabetes
- · Learn how food can affect your blood sugar
- Understand your medication and how it works

Maine Municipal Employees Health Trust invests in their members

This program is covered for employees, retirees and adult family members 18 years of age or older; those with prediabetes, type 1 or type 2; and those not previously enrolled in TDES°.

Note: You may only enroll in TDES® once. After you have completed the TDES® program you may be eligible for additional education via *TDES*²! and *TDES*²! *Continues*. Please contact us for more information.

It's easy to sign up!

Online:

Visit <u>www.tdes.me</u> and select "Click Here To Apply"

By Mail:

Go to <u>www.tdes.me</u> and print the forms to complete, or contact TDES® Project Coordinator for an application. Mail your completed application to:

TDES[®] Project Coordinator

MCD Public Health 11 Parkwood Drive, Augusta, ME 04330

For more information contact:

TDES[©] Project Coordinator

tdes@mcdph.org 207.622.7566 ext. 252



"I started because of the pharmacy (copayment waiver) benefit but I continued thanks to monthly contact with my educator helping me to succeed in controlling my diabetes."

- MMEHT Member & TDES® Graduate



Walk In Centers

A Smart Choice for Care



What is a walk-in center?

They're doctor's offices or clinics that take patients without an appointment. They are usually open longer hours including evenings and weekends. That's why these centers are a smart choice when you need care quickly and can't get an appointment at your primary doctor's office or it's after their regular business hours.

What kind of care can I get at a walk-in center?

The doctors and nurses at these centers can help you with all kinds of things such as minor cuts and burns, sprains and strains, sports injuries, sore throats, earaches and the flu. Some centers do X-rays or run other tests on site and can let you know quickly if you need more specialized care.

Which walk-in center do I go to?

There are many in-network walk-in centers covered by your health plan, and there is a listing of them on the back of this flyer. Find one close to you and put it in your phone for easy access when you need it. You also can find centers in your plan at anthem.com. Just go to the Find Care section and follow the steps. The list is also available at www.mmeht.org.

How much does it cost to go to a walk-in center or urgent care facility?

The copay at an in-network walk-in center or urgent care facility is equal to your specialist co-pay and much less than an emergency room copay. To find out your specific costs and what you're covered for, call the Maine Municipal Employees Health Trust at 1-800-852-8300. Member Services Representatives are available Monday through Friday from 8:00 a.m. to 4:30 p.m.

Not sure if it's an emergency?

The emergency rule of thumb is to call 911 or go to the nearest ER if you think delaying care could put your health at serious risk. If you're still not sure where to go for care, let a nurse help you decide. You can call the 24/7 Nurseline anytime day or night at 1-800-337-4770.

MMEHT Member Services: 1-800-852-8300



In-Network Walk In Centers in Maine

Contact the Health Trust member services department at 1-800-852-8300 to confirm the center is still in-network.

Auburn

ConvenientMD LLC, 590 Center St.

1-207-955-5565

St. Mary's Urgent Care, 791 Turner Street

1-207-330-3900

Augusta

Concentra, 219 Capitol Street Suite 2

1-866-944-6046

ConvenientMD LLC, 4 Whitten Rd.

1-207-466-2400

Maine General Express Care,

15 Enterprise Drive

1-207-621-8880

Bangor

Concentra, 34 Gilman Road

1-207-941-8300

ConvenientMD LLC, 543 Broadway

1-207-517-3838

Eastern Maine Medical Center's Walk-In

Care Center, 915 Union Street, Suite 4

1-207-973-8030

Penobscot Community Health Center,

1012 Union St

1-207-945-5247

Penobscot Community Health Center,

6 Telcom Drive

1-207-947-0147

Belfast

Penobscot Community Health Center,

53 Schoodic Dr.

1-207-338-6900

Berwick

Berwick Walk-In Care, 4 Dana Drive

1-207-698-6700

Brewer

Penobscot Community Health Center,

735 Wilson Street

1-207-989-1567

Bridgton

N Bridgton Family Practice & Walk-In Clinic,

14 Wvoneaonic Road

1-207-647-9021

Brunswick

Concentra, 11 Medical Center Drive

1-207-725-2697

ConvenientMD LLC, 193 Bath Road

1-207-424-2272

Mid Coast Walk-in Clinic,

22 Station Avenue, Suite 102

1-207-406-7500

Caribou

Aroostook Medical Center,

118 Bennett Dr, Suite 130

1-207-498-3476

East Millinocket

MRH Walk-in Clinic, 87 Main St

1-207-447-4700

East Waterboro

SMHC Walk-In Care, 10 Goodall Drive

1-207-490-7760

Ellsworth

ConvenientMD LLC, 235 High Street

1-207-412-5200

Freeport

Freeport Medical Center,

23 Durham Road, Suite 201

1-207-865-3491

Gardiner

MGMC Express Care, 5 Central Maine Xing

1-207-582-6608

Gorham

Mercy Express Care,

19 South Gorham Crossing

1-207-839-9101

Gray

Gray Urgent Care LLC, 6 Turnpike Acres Rd,

Unit 2

1-207-657-1165

Houlton

Katahdin Valley Health Center,

59 Bangor Street

1-207-521-0022

Jackman

Jackman Community Health Center,

376 Main St

1-207-668-7755

Kennebunk

SMHC Walk-in Care, 2 Livewell Drive

1-207-467-6900

Kittery

MyHealth Walk-in Care, 35 Walker Street

1-207-439-4430

Lewiston

Concentra, 59 East Avenue

1-866-944-6046

Lincoln

Health Access Network Inc.

175 West Broadway

1-207-794-6700

Concentra, 176 Main Street

1-866-944-6046

Old Town

Penobscot Community Health Ct

242 Brunswick Street

1-207-827-6128

Porter

Sacopee Valley Health Center,

70 Main Street

1-207-625-8126

ConvenientMD LLC, 191 Marginal Way

1-207-517-3838

Presque Isle

The Aroostook Medical Center.

23 North Street, Suite 2

1-207-760-9278

Saco

Convenient MD LLC, 506 Main Street

1-207-571-7991

Southern Maine Health Care.

655 Main Street

1-207-294-5600

Sanford

ConvenientMD LLC, 1420 Main St.

1-207-850-5744

Sanford Care Center, 1474 Main Street

1-207-608-8425

Southern Maine Health Care, 25A June St.

1-207-490-7900

Scarborough

ClearChoiceMD Urgent Care, 273 Payne Rd

1-207-618-9355

South Portland

Careall PC, 230 Waterman Drive 1-207-358-3188

Concentra, 400 Southborough Drive

1-207-761-1100

Concentra, 85 Western Avenue

1-866-944-6046

Waterville

MGMC Express Care, 211 Main Street

1-207-877-3450

Inland Hosp Walk-In-Care,

174 Kennedy Memorial Drive

1-207-861-6140

Wells York Hospital Walk-in Care,

112-114 Sanford Rd. 1-207-646-5211

Westbrook ConvenientMD LLC, 950 Main Street

1-207-517-3800

Mercy Express Care, 40 Park Rd 1-207-857-8174

Windham Mercy Express Care, 409 Roosevelt Trail

1-207-893-0290

York Hospital Walk-in Care, 343 US RT 1 1-207-351-2600

In-Network Urgent Care Facilities:

Boothbay Harbor St. Andrew's Urgent Care

6 St. Andrew's Street 1-207-633-2121

Portland

Maine Medical Center Urgent Care

335 Brighton Avenue

1-207-222-7081

UPDATED 7.2023



Save Time and Money with Prescription Home Delivery

Save on Medications you take regularly (such as high blood pressure or diabetes) when you have them delivered by mail, in 90 day supplies, from Anthem's CarelonRx Home Delivery Pharmacy.

Savings

If you purchase a 90-day supply of a prescription medication through the mail order service, you will only be charged two applicable copays. If you purchase a 90-day supply at any retail pharmacy, you will be charged three applicable copays.

Convenience

Mail delivery means no more trips to the pharmacy and if you choose automatic refill and/or renewal, you won't need to keep track of that either!

Safety

Every order is filled by a licensed pharmacist, then quality checked before shipping. Packages are discreet, weather and tamper-proof.

How to get started!

Ask your doctor for a prescription for a 90-day supply of your medication

If this is a new prescription, you may wish to also get a prescription for a 30 day supply, to be filled a retail pharmacy while you wait for your first mail-order to be processed. Prescriptions can be submitted to the mail order pharmacy by mail or fax, or online at www.anthem.com.

Place your order

Log on to www.anthem.com and choose *Pharmacy*. On your personal pharmacy page, select *View Your Prescriptions* under *Switch to a 90-Day Supply*. For the drugs you want to switch to home delivery, choose *Switch to a 90-day Supply* and then *Select Prescriber*. You can also add or update your shipping address, shipping options and payment method on this page. Or, you can complete the *Prescription Drug Mail Order Form* on the Health Trust website at www.mmeht.org. Under the *Medical Plans* header, select the *Prescription Drugs* page, and mail the completed form to CarelonRx with your prescriptions. You may also call CarelonRx Home Delivery Pharmacy at 1-833-236-6196.

Pay for your prescription

You can pay by debit or credit card, use your Flexible Spending Account (FSA) debit card, or enroll for electronic funds transfer (EFT) payments. To set up your payments, select *Complete your Profile* and *Communication Preferences* from your personal pharmacy page, then *Change Payment Method* to choose how you'd like to pay, sign up to pay online or add/update your credit card on file.

CarelonRx Home Delivery Pharmacy: 1-833-236-6196 MMEHT Member Services 1-800-852-8300





MMEHT OFFICE USE ONLY
Subgroup No.
Effective Date
Status
Entered by:

Medical Plan Application for Enrollment/Change PLEASE PRINT

	Employer				rollm New H	ent Reason: lire		
1. EMPLOYER SECTION	Date of Employment	Elected Official	(Yes or No)		New ([,] Eligible on (date Group (initial enro Enrollment	e & reason) ollment)	
<u> </u>	Annual wages or salary	Hours wo	rked per week			oility or Qualifying oyer Change-Dep	g Event t/Union Change	
2.PLAN CHOICE	☐ PPO	ate plan)	□P	oint o	f Service	(indicate plan)		
3.	Employee Legal Name						Social Security Number	
EMPLOYEE NAME	Mailing Address						Phone (home/cell)	
ADDRESS & TELEPHONE	Town	St	tate		Zip		Phone (work)	
4.	Type of change:	Change 🗌	Name Chang	e – pro	ovide	previous name:_		
CHANGE STATUS	☐ Add dep	endent(s) listed	d in section 5	below		☐ Drop de	pendent(s) listed in section 5 below	ı
OTATOS	Reason for change:					_	or event:	
	☐ Adoption ☐ Covered by other insurance	□ De				Disc	ırt order charge from the Military rance to the Military	
	☐ Divorce ☐ Involuntary loss of coverage		arriage	omesi	lic Pai	thership Ent Oth	er	
	_						the Health Trust with questions.	
5.	You may apply to cover your le- completed affidavit verifying qua						er offers this benefit and the Trust re.	eceives a
	MODALYR M F Security (www.anthem.com)							
	Legal Name (Last, First, MI)		Birth				Primary Care Physician (PCP) (www.anthem.com)	Current Patient?
MEMBER	Legal Name (Last, First, MI) Self		Birth			Security	, ,	Patient?
AND	Self		Birth			Security Number	(www.anthem.com) PCP Name/Address(city/town)	Patient? Y N
AND FAMILY			Birth			Security Number Provided	(www.anthem.com)	Patient?
AND	Self		Birth			Security Number Provided	(www.anthem.com) PCP Name/Address(city/town)	Patient? Y □ N □ Y □
AND FAMILY	Self □Spouse or □Domestic Partner		Birth			Security Number Provided	(www.anthem.com) PCP Name/Address(city/town) PCP Name/Address(city/town)	Patient?
AND FAMILY	Self □Spouse or □Domestic Partner Child		Birth			Security Number Provided	(www.anthem.com) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town)	Patient? Y
AND FAMILY INFORMATION 6.	Self Spouse or Domestic Partner Child Child Child I am requesting coverage for myself and a have given are true and complete. I under defrauding the plan or insurance carrier. F Document. I understand that, under a PC	stand it is a crime to Penalties may includ	Birth MO/DA/YR	M De of cha e false, i nes or d	F ange sel incomplenial of	Security Number Provided Above	(www.anthem.com) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town)	Patient? Y
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AND FAMILY INFORMATION 6. SIGNATURE	Self Spouse or Domestic Partner Child Child Child I am requesting coverage for myself and a have given are true and complete. I under defrauding the plan or insurance carrier. Pocument. I understand that, under a PC Summary Plan Description. Employee Signature:	rstand it is a crime to Penalties may includ S plan, each family h coverage at t period, unless	Birth MO/DA/YR I, including any typ b knowingly provice te imprisonment, fi member's care m	e of cha e false, i nes or d ust be pr	inge sel incomplenial of rovided	Security Number Provided Above ected in the Change Siete or misleading informinsurance benefits. I to or arranged by his/her that if I choose to ollment provisions	(www.anthem.com) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town) tatus section as indicated above. All statement mation to obtain insurance or benefit coverage understand all benefits are subject to conditions Primary Care Physician (PCP) except as descriptions. Date: enroll at a later date, enrollment mation.	Patient? Y

For questions, please call the Health Trust at 207-621-2645 or (within Maine) 800-852-8300 * FAX (207) 624-0166



BASIC LIFE INSURANCE BENEFITS

The MMEHT Health Plan includes quality life insurance coverage (through Standard Insurance Company) for participants.

Basic Coverage

Basic coverage (including Accidental Death & Dismemberment) equal to one times an active employee's annual salary rounded to the next multiple of \$1,000 (with a maximum of \$100,000) is provided to all employees



(including eligible elected and appointed officials) participating in the MMEHT Health Plan. (Benefits may be less for some elected officials.) Any employee who is eligible to participate in the Health Trust Health Plan, but does not elect coverage because he or she is covered as a dependent under another employer's group health plan, may participate in the Basic Life and Basic AD&D plan, at a monthly cost of \$0.30 per thousand dollars of coverage.

Benefits are reduced by 50% (for active employees) at age 70.

Accelerated Benefit

Standard Insurance Company will pay up to 75% of the insured's Life benefit (subject to a minimum benefit of \$5,000 or 10% of your insurance, whichever is greater) if they receive a request and proof that the employee is terminally ill and is certified by a physician to have 12 months or less to live. Any benefit amount paid under the Accelerated Benefit will be paid in a lump sum. The insured must be covered for at least \$10,000 to be eligible for this benefit.

Retirees or Surviving Spouses

Retirees or surviving spouses who continue with the MMEHT Health Plan receive Basic Life and Basic AD&D coverage of \$2,000. Accidental Death & Dismemberment coverage for retirees and surviving spouses will terminate at age 70.

This outline is intended only as a summary of the MMEHT Life Insurance Plan. All benefits and conditions are subject to the terms of the master policy issued by Standard Insurance Company.

For more information, please contact the Health Trust at 1-800-852-8300 or speak with your Field Service Representative.



SUPPLEMENTAL LIFE INSURANCE BENEFITS

Supplemental Life

In addition to the Health Trust's Basic Life insurance coverage, an employer may elect to offer its employees Supplemental Life Insurance. In order to purchase Supplemental Life coverage, the employee must first be enrolled in either the Basic Life or the Basic Life No Medical plan.



Supplemental Life allows employees to purchase life insurance in addition to their Basic Life insurance policy. Employees may choose to purchase coverage equal to an additional one, two, or three times their annual salary. The first level of coverage (one times salary) is a guaranteed issue, provided the employee enrolls when first eligible for the coverage. If an employee enrolls in 1x additional supplemental coverage, they will have coverage for twice their annual base salary, as the benefit is in addition to the basic life policy. Therefore, an additional 2x will triple the basic coverage amount and 3x will quadruple the basic coverage amount.

Any employee who purchases 2x or 3x supplemental coverage, or wishes to enroll after their initial eligibility period, will be required to complete a medical evidence of insurability (EOI) review. The Standard Insurance Company reserves the right to deny the coverage request after review of the EOI.

There is no annual open enrollment period for supplemental life coverage

*Please see the reverse side for additional coverage details and premiums.

For more information, please contact the Health Trust at 1-800-852-8300 or speak with your Field Service Representative.



SUPPLEMENTAL COVERAGE

Supplemental coverage participants may select coverage equal to up to 3 times their annual earnings, as indicated in the chart below. Medical evidence of insurability (EOI) will be required for coverage amounts exceeding the Guaranteed Issue amount of 1 times their annual earnings or \$100,000, whichever is less. Rates are \$0.30 per thousand dollars of coverage, per month. Benefits are reduced by 50% at age 70.

	MONTHLY PREMIUM	MONTHLY PREMIUM	MONTHLY PREMIUM	MONTHLY PREMIUM		MONTHLY PREMIUM	MONTHLY PREMIUM	MONTHLY PREMIUM	MONTHLY PREMIUM
ANNUAL	*LIFE NO				ANNUAL	*LIFE NO			
SALARY	MED	**1 X SUPP	**2 X SUPP	**3 X SUPP	SALARY	MED	**1 X SUPP	**2 X SUPP	**3 X SUPP
\$10,000	3.00	3.00	6.00	9.00	\$56,000	16.80	16.80	33.60	50.40
\$11,000	3.30	3.30	6.60	9.90	\$57,000	17.10	17.10	34.20	51.30
\$12,000	3.60	3.60	7.20	10.80	\$58,000	17.40	17.40	34.80	52.20
\$13,000	3.90	3.90	7.80	11.70	\$59,000	17.70	17.70	35.40	53.10
\$14,000	4.20	4.20	8.40	12.60	\$60,000	18.00	18.00	36.00	54.00
\$15,000	4.50	4.50	9.00	13.50	\$61,000	18.30	18.30	36.60	54.90
\$16,000	4.80	4.80	9.60	14.40	\$62,000	18.60	18.60	37.20	55.80
\$17,000	5.10	5.10	10.20	15.30	\$63,000	18.90	18.90	37.80	56.70
\$18,000	5.40	5.40	10.80	16.20	\$64,000	19.20	19.20	38.40	57.60
\$19,000	5.70	5.70	11.40	17.10	\$65,000	19.50	19.50	39.00	58.50
\$20,000	6.00	6.00	12.00	18.00	\$66,000	19.80	19.80	39.60	59.40
\$21,000	6.30	6.30	12.60	18.90	\$67,000	20.10	20.10	40.20	60.30
\$22,000	6.60	6.60	13.20	19.80	\$68,000	20.40	20.40	40.80	61.20
\$23,000	6.90	6.90	13.80	20.70	\$69,000	20.70	20.70	41.40	62.10
\$24,000	7.20	7.20	14.40	21.60	\$70,000	21.00	21.00	42.00	63.00
\$25,000	7.50	7.50	15.00	22.50	\$71,000	21.30	21.30	42.60	63.90
\$26,000	7.80	7.80	15.60	23.40	\$72,000	21.60	21.60	43.20	64.80
\$27,000	8.10	8.10	16.20	24.30	\$73,000	21.90	21.90	43.80	65.70
\$28,000	8.40	8.40	16.80	25.20	\$74,000	22.20	22.20	44.40	66.60
\$29,000	8.70	8.70	17.40	26.10	\$75,000	22.50	22.50	45.00	67.50
\$30,000	9.00	9.00	18.00	27.00	\$76,000	22.80	22.80	45.60	68.40
\$31,000	9.30	9.30	18.60	27.90	\$77,000	23.10	23.10	46.20	69.30
\$32,000	9.60	9.60	19.20	28.80	\$78,000	23.40	23.40	46.80	70.20
\$33,000	9.90	9.90	19.80	29.70	\$79,000	23.70	23.70	47.40	71.10
\$34,000	10.20	10.20	20.40	30.60	\$80,000	24.00	24.00	48.00	72.00
\$35,000	10.50	10.50	21.00	31.50	\$81,000	24.30	24.30	48.60	72.90
\$36,000	10.80	10.80	21.60	32.40	\$82,000	24.60	24.60	49.20	73.80
\$37,000	11.10	11.10	22.20	33.30	\$83,000	24.90	24.90	49.80	74.70
\$38,000	11.40	11.40	22.80	34.20	\$84,000	25.20	25.20	50.40	75.60
\$39,000	11.70	11.70	23.40	35.10	\$85,000	25.50	25.50	51.00	76.50
\$40,000	12.00	12.00	24.00	36.00	\$86,000	25.80	25.80	51.60	77.40
\$41,000	12.30	12.30	24.60	36.90	\$87,000	26.10	26.10	52.20	78.30
\$42,000	12.60	12.60	25.20	37.80	\$88,000	26.40	26.40	52.80	79.20
\$43,000	12.90	12.90	25.80	38.70	\$89,000	26.70	26.70	53.40	80.10
\$44,000	13.20	13.20	26.40	39.60	\$90,000	27.00	27.00	54.00	81.00
\$45,000	13.50	13.50	27.00	40.50	\$91,000	27.30	27.30	54.60	81.90
\$46,000	13.80	13.80	27.60	41.40	\$92,000	27.60	27.60	55.20	82.80
\$47,000	14.10	14.10	28.20	42.30	\$93,000	27.90	27.90	55.80	83.70
\$48,000	14.40	14.40	28.80	43.20	\$94,000	28.20	28.20	56.40	84.60
\$49,000	14.70	14.70	29.40	44.10	\$95,000	28.50	28.50	57.00	85.50
\$50,000	15.00	15.00	30.00	45.00	\$96,000	28.80	28.80	57.60	86.40
\$51,000	15.30	15.30	30.60	45.90	\$97,000	29.10	29.10	58.20	87.30
\$52,000	15.60	15.60	31.20	46.80	\$98,000	29.40	29.40	58.80	88.20
\$53,000	15.90	15.90	31.80	47.70	\$99,000	29.70	29.70	59.40	89.10
\$54,000	16.20	16.20	32.40	48.60	\$100,000	30.00	30.00	60.00	90.00
\$55,000	16.50	16.50	33.00	49.50					



DEPENDENT LIFE INSURANCE BENEFITS

Dependent Life

In addition to the Basic Life insurance coverage, an employer may elect to offer its employees Dependent Life Insurance. This benefit covers an employee's legally wed spouse and children up to 26 years of age. In order to purchase Dependent Life coverage, the employee must first be enrolled in either the Basic Life or the Basic Life No Medical plan.



The employee can choose from one of two coverage options for his/her dependents (spouse and children). The monthly premium for Dependent Life coverage is dependent upon which option the employee elects.

OPTION A:	OPTION B:

Spouse	½ employee's Basic Coverage amount	½ employee's Basic Coverage amount
	(\$5,000 maximum)	(\$50,000 maximum)
Children	Birth - 26 yrs.	Birth - 26 yrs.
	½ employee's Basic Coverage amount	½ employee's Basic Coverage amount
	(\$5,000 maximum)	(\$5,000 maximum)
Rates	\$1.50 per month	\$3.20 per month

^{*}A member cannot be covered as both an employee/retiree under Basic or Supplemental coverage and also as a dependent under Dependent Life coverage. There is no annual open enrollment period for dependent life coverage.

For more information, please contact the Health Trust at 1-800-852-8300 or speak with your Field Service Representative.



MMEHT LIFE PLAN

Standard Insurance Co. Group Policy No. <u>648982</u>

EMPLOYEE ENROLLMENT FORM

Employer	Date of Hire				Annual Salary				
Employee Legal Name			Soc. Sec. #						
Employee Address:									
Phone (H)(W)		_ GenderN	Marital Status	Date o	f Birth				
I would like to enroll in the Type of Coverage – Check cor Basic Life Life – No Medical Supplemental Life Dependent Life Dependent Information: Com	Please enroll r	ne for: 1x [ne in: Option	d only if offered by 2x 3x salar on A Option	ry.	employer				
Name	•		Date of Birth		Relationsh	ıip			
Beneficiary Designation: Note	: Please designa	ite each name as F	rimary (P) or Conti	ingent ((C) in last co	olumn			
Name	Relationship	Address			ercentage	P or C			
I hereby apply for life insurance group policy or policies issued to coverage, I understand that I have deduction from my earnings of a Enrolling in Life Insurance: Si I do not wish to enroll in Basic I	the Maine Murve the option to early contribution gnature	nicipal Employees enroll in Basic Life I am required to n	Health Trust. If I defends a monthly premake toward the cos	do not mium. st of thi Da	I authorize is insurance.	alth the			
that if I do not enroll when I am check all appropriate boxes as indicate	first eligible, I w								
Not Enrolling in Life: Se	ignature			Da	ate:				

DEFINITIONS: Primary Beneficiary – The person or persons you want to receive the life

insurance benefits if you die.

Contingent Beneficiary –The person or persons you want to receive the life insurance benefit if no Primary Beneficiary is alive on the date of your death.

Note:

If more than one primary beneficiary is designated, settlement will be made in equal shares to the designated beneficiaries who are then still living, unless their shares are specified. If there is no named beneficiary or if no beneficiary survives, settlement will be made in the following order: surviving spouse; equal shares to surviving children; equal shares to surviving parents; equal shares to surviving siblings; your Estate.

A member cannot be covered as both an employee/retiree under Basic or Supplemental coverage and also as a dependent under Dependent Life coverage.

IMPORTANT NOTICE:

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive, or misleading facts or information when filing a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is guilty of a crime, and may be prosecuted and punished under state law. Penalties may include fines, civil damages, and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

General Disclosure:

Group Life Insurance coverage is issued by Standard Insurance Company. The phone number for Life Claims is: 1-800-628-8600. Please refer to the Booklet-Certificate, which is made a part of the Group Contract, for all plan details, including any exclusions, limitations and restrictions which may apply. If there is a discrepancy between this document and the Booklet-Certificate/Group Contract issued by Standard Insurance Company, the terms of the Group Contract will govern.

Please Mail Completed Form to:

Maine Municipal Employees Health Trust 60 Community Drive Augusta, Maine 04330

(207) 623-8428 1-800-452-8786 (within Maine) Fax (207) 624-0166



Standard Insurance Company Group Policy No. <u>648982</u>

MMEHT LIFE PLAN EMPLOYEE CHANGE FORM

1.	TYPE OF CHANGE	Beneficiary Change	□ Name Change □ Previous Name:					Address Chan	ige 🗌	Benefit Change	
2.	EMPLOYER SECTION	Employer:					Date of Hire: Annual Salary: \$			ıl Salary:	
3.	EMPLOYEE SECTION	Employee Legal Name:						Soc. Sec. #:			
		Employee Address:									
		Phone (H):	(W):			Gend	er: Ma	arital Status:	Da	ate of Birth: _	
4.	PLAN OPTIONS	I would like to change no		surance c	overa	ge(s) as	specified belo	w (you may on	ly selec	ct coverage o	ptions
		Type of Coverage	Add	Drop	Leve	<u>əl</u>					
		Basic Life			N/A						
		Supplemental Life			□ 1	x salary	2x salary	v* ☐ 3x sala	ry*		
		Dependent Life				Option A	☐ Option B	* R	equires	Evidence of Ins	surability
		Specify Change: _									
NO.	TE: PLEASE DESI	GNATE EACH NAME AS	PRIMAR	Y (P) OR C	ONTI	NGENT (C) IN LAST CO	LUMN			
	BENEFICIARY	Name		Relation		Addres				Percentage	P or C
	DESIGNATION				-						
NO.	TE: COMPLETE O	NLY IF ENROLLING IN D	EPENDEI	NT LIFE							
6.	DEPENDENT	Name				Date	of Birth	Relations	hip		
	INFORMATION										
7.	AUTHORIZED SIGNATURE	I hereby apply for life terms of the group po the deduction from m insurance.	licy or p	olicies iss	sued 1	to the M	laine Municip	al Employees	Healt	h Trust. I au	thorize
		SIGNATURE:						DATE:			

DEFINITIONS: Primary Beneficiary – The person or persons you want to receive the life insurance

benefits if you die.

Contingent Beneficiary - The person or persons you want to receive the life insurance

benefit if no Primary Beneficiary is alive on the date of your death.

Note:

If more than one primary beneficiary is designated, settlement will be made in equal shares to the designated beneficiaries who are then still living, unless their shares are specified. If there is no named beneficiary or if no beneficiary survives, settlement will be made in the following order: surviving spouse; equal shares to surviving children; equal shares to surviving parents; equal shares to surviving siblings; your Estate.

IMPORTANT NOTICE:

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive, or misleading facts or information when filing a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is guilty of a crime, and may be prosecuted and punished under state law. Penalties may include fines, civil damages, and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

General Disclosure:

Group Life Insurance coverage is issued by Standard Insurance Company. The telephone number for Life Claims is: 1-800-628-8600. Please refer to the Booklet-Certificate, which is made a part of the Group Contract, for all plan details, including any exclusions, limitations and restrictions which may apply. If there is a discrepancy between this document and the Booklet-Certificate/Group Contract issued by Standard Insurance Company, the terms of the Group Contract will govern.

Please Mail Completed Form to:

Maine Municipal Employees Health Trust 60 Community Drive Augusta, Maine 04330

(207) 621-2645 1-800-852-8300 (within Maine) Fax (207) 624-0166



INCOME PROTECTION PLAN

The MMEHT Income Protection Plan is a short-term disability plan that provides income benefits to employees who are unable to work due to a non-job related accident, injury or illness.



Benefit Options:

Three Levels of Coverage 40% of Salary 55% of Salary 70% of Salary

Benefits Begin:

1st Day of full disability for an Accident **8th Day** of full disability for an Illness

Benefits: Paid regardless of sick leave or other income the employee may receive. Benefits will, however, be offset by the amount of any disability income payments received from the Maine Public Employees Retirement System, or under U.S. Social Security, if such payments are made as the result of the same disability that the IPP benefit is covering.

- Benefits are paid on a weekly basis.
- Partial benefits are paid if an employee returns to work for less than the employee's normal work schedule.
- The maximum benefit an employee may receive is \$1,000 per week.
- Benefits will be paid for a maximum of 52 weeks for each separate period of disability.

Premium Calculation:

ANNUAL SALARY ROUNDED UP TO THE NEXT DOLLAR X .% REQUESTED X .0214 /12 = MONTHLY PREMIUM

- *If any portion of the premium is paid by the employer, that same portion of the benefit will be taxable income.
- *If any portion of the premium is paid by the employee on a pre-tax basis, that portion of the benefit will be taxable income

Exclusions/Limitations:

- Any period when not under the care of a physician.
- Any disability which may be covered by a third party liability claim.
- Any disability covered by a Workers' Compensation Act or any similar local, state, or federal statute.
- Any disability sustained or resulting from duty as a member of the armed forces.

No benefits are payable for claims submitted more than 90 days following the onset of total disability.

Eligibility: The MMEHT Income Protection Plan is available to benefit eligible employees who work an average of at least twenty (20) hours per week on a year round basis, or greater, as determined by your employer's guidelines.

*This document is intended only as a limited summary of the MMEHT Income Protection Plan. All benefits, exclusions, and limitations are subject to the terms of the Plan Document.

For more information, please contact the Health Trust at 1-800-852-8300 or speak with your Field Service Representative.



MMEHT OFFICE USE ONLY
Subgroup No.
Effective Date
Status
Entered by:

INCOME PROTECTION PLAN APPLICATION ENROLLMENT/CHANGE FORM

Please Print

EMPLOYER SECTION	Employer			Enrollment Reason:					
SECTION	Date of Employment Hours w		r week	☐ New Hire ☐ Newly Eligible on (
	Annual wages or salary	MMEHT Departm	ent Code	☐ New Group (initial☐ Increase/Decrease☐ Late Enrollee	*				
				☐ Employer Change	☐ Employer Change-Dept/Union Change				
	Is employee actively working as of the eis not a regularly scheduled workday?	effective date of	coverage	or available to work if it					
	*Employer Signature:			*Title:					
Employee: Complete this section <u>only</u> if you are enrolling in the Income Protection Plan coverage. If you do not wish to enroll, please complete the "Election Not to Enroll" section below.									
PLAN CHOICE	I elect to be insured at ☐ 40% ☐ employer to withhold from payroll th								
Name,	Employee Legal Name	Date of I	Birth	Gender	Social Security Number				
ADDRESS &				☐ Male ☐ Female					
TELEPHONE	Mailing Address			☐ Non-Binary	Phone (home/cell)				
	<u> </u>				,				
	Town	State	Zip		Phone (work)				
SIGNATURE	I am requesting coverage, or a change in coverage, for myself. All statements and answers I have given are true and complete. I understand it is a crime to knowingly provide false, incomplete, or misleading information to obtain insurance or benefits coverage for the purpose of defrauding the plan or insurance carrier. Penalties may include imprisonment, fines, or denial of insurance benefits. I understand that the benefits I am applying for are subject to the terms and conditions stated in the applicable Health Trust Plan Document and that benefits will be coordinated with other insurance programs. I understand that I am subject to the Plan's subrogation rights and responsibilities, as defined by the Plan in the applicable Health Trust Plan Document and/or Summary Plan Description. Any dispute of claim will be resolved by the grievance procedures established in the applicable Health Trust Plan Document.								
	Employee Signature:			Date:					
ELECTION NOT TO	☐ I elect not to enroll in Income Protection coverage at this time, and understand that if I apply at a future date, enrollment may not be permissible without evidence of good health.								
ENROLL	NAME (print)			EMPLOYER					
	SIGNATURE			DATE					

Email completed form to https://doi.org/ncbe/https://doi.org//https://doi.org/ncbe/https:

MAINE MUNICIPAL EMPLOYEES HEALTH TRUST TOWN OF WINTERPORT

MEDICAL PROGRAM SUMMARY - January 1, 2023 to December 31, 2023

All benefits shown are In-Network. Services received Out-of-Network, if covered, may be paid at a lower level of benefits. Please consult your Plan Document or Summary Plan Description booklet for more information.

All figures shown (deductil	•	at the Member pays towards the cost of services.
	POS C	PPO 500
DEDUCTIBLE Individual / Family	\$0 (No deductible)	\$500 / \$1,000
CO-INSURANCE (Member pays)	10% for most services	20%
OUT OF POCKET MAXIMUM Deductible plus Coinsurance Individual / Family	\$1,500 <i>/</i> \$3,000	\$2,000 / \$4,000
COPAYS:		
Office Visit Copay	\$15 PCP / \$25 Specialist	\$20 PCP / \$35 Specialist
Mental Health Outpatient Copay (waived for telehelath visits in 2023)	\$15	\$20
Emergency Room Copay	\$150	\$200
Walk-In or Urgent Care Center Copay	\$25	\$35
PREVENTIVE CARE:		
Preventive Care, including mammograms, Pap tests, women's preventive health services, colonoscopies, PSA tests, and routine physicals	0%	0%; deductible waived
Preventive Lab and X-Ray	0%	0%; deductible waived
Preventive Eye Exams (Limited benefits) OTHER SERVICES:	0%	0%; deductible waived
In Patient Hospital Services	10% (0% for Physician Services)	Deductible then 20%
Out Patient Surgical Facility	\$100 copay	Deductible then 20%
Diagnostic Lab & X-Ray	0%	Deductible then 20%
Advanced Imaging (MRI/CT/PET)	\$100 copay Copays limited to \$300 per Cal Yr	Deductible then 20%
Chiropractic Care	\$25 copay Limited to 36 visits per Cal Yr	\$35 copay Limited to 36 visits per Cal Yr
Physical, Speech and Occupational Therapy	\$25 copay Limited to 75 Visits per Cal Yr (Combined Limit)	\$35 copay Limited to 75 Visits per Cal Yr (Combined Limit)
PRESCRIPTION DRUGS (5 TIER): Tier 1-Select Generic / Tier 1- Standard / Tier 2 / Tier 3 / Tier 4- Specialty and Lifestyle	5-Tier Rx	5-Tier Rx
RX COPAY (Each 1-30 day supply at retail pharmacy)	\$4/\$10/\$30/\$50/\$60	\$8/\$15/\$35/\$60/\$80
RX COPAY (31-90 day supply via mail order) OTHER:	\$8/\$20/\$60/\$100/\$120	\$16/\$30/\$70/\$120/\$160
Cap on In-Network Copays (includes medical and Rx copays) Individual / Family	\$5,000 / \$10,000	\$5,500 / \$11,000

Comprehensive Point of Service Plan (POS C) Effective January 1, 2023

This is a summary of plan benefits. In the case of any inadvertent discrepancies, the plan document will govern.

In-Network

Out-of-Network

ENEFIT DESCRIPTION		All charges subject to Max. Allow.
Deductible	\$0	\$250 Single / \$500 Family
Coinsurance	Plan pays 90% or 80%	Plan pays 70%
Deductible + Coinsurance Out-of-Pocket Max. Per Calendar Year (1)	\$1,500 Single / \$3,000 Family	\$2,250 Single / \$4,500 Family
Lifetime Maximum	Unlimited	Unlimited
npatient Services		
Unlimited days of care in semi-private room (2)(3)	90%	70% after deductible
Physician services	100%	70% after deductible
Intensive care	90%	70% after deductible
Mental health services/Substance abuse services (4)	90%	70% after deductible
Ancillary services, lab tests, x-rays, medications	90%	70% after deductible
Anesthesia	90%	90%
Maternity care	90%	70% after deductible
Newborn care	90%	70% after deductible
Any physician office visit, diagnosis and treatment (PCP)	No copay for the first visit and then 100% after	70% after deductible
my physician office visit, diagnosis and treatment (1 C1)	\$15 copay per visit	7075 arter deductible
Any physician office visit, diagnosis and treatment (Specialist)	100% after \$25 copay per visit	70% after deductible
Lab & X-ray – Diagnostic	100% taker \$25 copay per visit	70% after deductible
Lab & X-ray – Preventive	100%	100% (no deductible)
Colonoscopies (Diagnostic)	100%	Not covered
	(Outpatient surgical facility fee may apply)	
Advanced Imaging Procedures (e.g., MRI, CT, and PET scans) (3)	100% after \$100 copay (5)	70% after deductible
Physical exams and Well-child care	100%	Not covered
Immunizations/Flu Shots	100%	100% (no deductible)
Covered surgical procedures	100% after \$100 copay (6)	70% after deductible
	(Anesthesia covered at 90%)	
Mental health services/Substance abuse services (4)	No copay for the first visit and then 100% after	70% after deductible
	\$15 copay per visit	
Maternity care	100% (7)	70% after deductible
Gynecological exam – Preventive	100% (7)	100% (no deductible)
Physical, Speech or Occupational Therapy (8)	100% after \$25 copay	70% after deductible
Outpatient facility fees	100%; \$100 copay for surgical facility	70% after deductible
Ambulance (medically necessary)	100%	100%
mergency Room Services	1000/ 0 0170	1000/ 0 0170
Emergency/Acute care	100% after \$150 copay	100% after \$150 copay
Non-emergency care	100% after \$150 copay	100% after \$150 copay
ther Services	1000/ -6 \$25 (9)	700/ -ft 1-1
Walk-In or Urgent Care Center Home Health/Hospice care	100% after \$25 copay ⁽⁹⁾ 90%	70% after deductible
Skilled nursing facility (3) (10)	90%	70% after deductible 70% after deductible
Human tissue & organ transplants	90%	Not covered
Durable Medical Equipment	80%	
Oral surgery (limited benefits)	90%	70% (no deductible) 90%
Eye exams – Preventive	100% (7)	100% (no deductible)
Chiropractic care	100% after \$25 copay (7)(11)	70% after deductible
rescription Drugs	10070 αποί φ20 σοραγ	7070 arter deductible
Each 30-day supply – Retail Pharmacy		
(Tier 1-Select Generic/ Tier 1-Standard/ Tier 2/ Tier 3/ Tier 4)	Copays: \$4 / \$10 / \$30/ \$50/ \$60	Copays: \$4 / \$10 / \$30/ \$50/ \$60
90 day supply – Mail Order	Copays: \$8 / \$20 / \$60 / \$100 / \$120	Copays: \$8 / \$20 / \$60 / \$100 / \$120
(Tier 1-Select Generic/ Tier 1-Standard/ Tier 2/ Tier 3/ Tier 4)	ουρατο, φο / φεο / φου / φ100 / φ120	οραγο. φο / φωο / φιου / φιου / φιω

- (1) In-Network copays will be capped at \$5,000 single / \$10,000 family. This means that you will not have to pay more than \$6,500 single / \$13,000 family for all covered services received In-Network (including deductible, coinsurance, and copays).
- (2) Private rooms covered when medically necessary.
- (3) The Provider or Participant must contact Anthem Blue Cross and Blue Shield before any scheduled hospital or skilled nursing facility admission or outpatient advanced imaging procedure to obtain certification. If certification is not obtained, benefits may be denied.
- (4) All services must be pre-authorized by Anthem Blue Cross and Blue Shield. The Provider or Participant must contact Anthem Blue Cross and Blue Shield's Mental Health Administrator for review of inpatient non-emergency services in order to receive the In-Network level of benefits.
- (5) Advanced Imaging copays limited to \$300 per person per calendar year.
- (6) Copay applies only when there is a facility charge billed.
- (7) Participants may self-refer to a participating provider.
- (8) Combined physical, speech, and occupational therapy benefits (including those billed by a chiropractor or a D.O.) limited to 75 visits per person per calendar year (combined In-Network and Out-of-Network).
- (9) For a current list of In-Network Walk-In or Urgent Care Centers, please call the Health Trust at 1-800-852-8300, or refer to the Health Trust website at www.mmeht.org.
- (10) Skilled nursing facility services limited to 100 days per calendar year (combined In-Network and Out-of-Network).
- (11) Acute chiropractic care may be self-referred to a participating chiropractor for up to 36 visits per calendar year.

MMEHT-POS-C 9/22/2022

PPO 500 Plan

Effective January 1, 2023

This is a summary of plan benefits. In the case of any inadvertent discrepancies, the plan document will govern.

For specific information regarding plan provisions, please contact the Health Trust Service Representatives at 1-800-852-8300 or htservice@memun.org.

Out-of-Network
or Out-of-Pocket Maximum. Similarly, services received In-
•
All charges subject to Max. Allow.
1,000 Single / \$2,000 Family
Plan pays 60%
amily \$3,000 Single / \$6,000 Family
Unlimited
60% after deductible
80% after deductible
60% after deductible
60% after deductible
it and then 80% after \$20 copay
r visit 80% after \$35 copay
60% after deductible
80% (no deductible)
60% after deductible
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80% (no deductible)
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r visit
CP) or \$35 80% after \$20 copay (PCP) or \$35 copay
(Specialist)
80% no deductible
80% after \$35 copay
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80% after deductible
100% after \$200 copay
100% after \$200 copay
80% after \$35 copay
60% after deductible
60% after deductible
60% after deductible
60% (no deductible)
80% after deductible
80% (no deductible)
80% after \$35 copay
σονι arter φυυ copuy
\$60 / \$80 Copays: \$8 / \$15 / \$35 / \$60 / \$80
Copays: \$16 / \$30 / \$70 / \$120 / \$160 y supply. Some specialty medications may be subject to partial
,

This is, not prescriptions, reduce volume, the reduce reduce may questions.

- (1) In-Network copays will be capped at \$5,500 single / \$11,000 family. This means that you will not have to pay more than \$7,500 single / \$15,000 family for all covered services received In-Network (including deductible, coinsurance, and copays).
- (2) Private rooms covered when medically necessary.
- (3) The Provider or Participant must contact Anthem Blue Cross and Blue Shield before any scheduled hospital or skilled nursing facility admission, or outpatient advanced imaging procedure to obtain certification. If certification is not obtained, benefits may be denied.
- (4) All services must be pre-authorized by Anthem Blue Cross and Blue Shield. The Provider or Participant must contact Anthem Blue Cross and Blue Shield's Mental Health Administrator for review of inpatient non-emergency services in order to receive the In-Network level of benefits.
- (5) Combined physical, speech, and occupational therapy benefits (including those billed by a chiropractor or a D.O.) limited to 75 visits per person per calendar year (combined In-Network and Out-of-Network).
- (6) For a current list of In-Network Walk-In or Urgent Care Centers, please call the Health Trust at 1-800-852-8300, or refer to the Health Trust website at www.mmeht.org.
- (7) Skilled nursing facility services limited to 100 days per calendar year (combined In-Network and Out-of-Network).
- (8) Acute chiropractic care will be covered for up to 36 visits per calendar year (combined In-Network and Out-of-Network).

MMEHT-PPO-500 9/22/2022



When you or your household members are facing personal or work-related challenges, the Anthem Blue Cross and Blue Shield Employee Assistance Program (EAP) can help you. These services are available at no cost to you:



Counseling with up to three visits for each issue, including face-to-face or online visits through LiveHealth Online1



Legal consultation with a 30-minute phone or in-person meeting, discounted fees to retain a lawyer, and online resources



Financial consultation including a phone meeting with financial professionals during business hours



ID recovery for help with reporting to consumer credit agencies, filling out paperwork, and negotiating with creditors



myStrength, a "health club for your mind," featuring e-learning modules, mood trackers, videos, and tools to make a personal action plan



Dependent care and daily living resources

for information on child care, adoption, summer camps, college placement, elder care, and assisted living



Other anthemEAP.com resources, well-being articles, podcasts, webinars, and tools for depression, anxiety, relationships, alcohol use, and eating habits



Crisis consultation with a toll-free number for emergencies and help at any hour of any day

Help 24/7, 365 days a year

For assistance, please call 800-647-9151, or visit anthemEAP.com and enter MMEHT to log in.

Everything you share is confidential.²

ject to the availability of a therapist. Online counseling is not appropriate for all knoss or proceeds. If you are in crisis or inamig, si revention Lifeline, 800.273-TALK ROD-073-8255, or 911 for help if you issue is an emergency, call 911 or go to your nearest of hederal and state law, and professional ethical standards. This document is for general informational purposes. Check with your

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf of Anthem Blue Cross and Blue Shield



Simple, smart, and all about you

Get instant access to your health plan information at <u>anthem.com</u> or with our Sydney[™] Health.

Check claims

See what's covered and what you owe.

See benefits

Check what your plan covers and how much you might pay

Get your ID card

Share, fax, or email your ID card right from your device.

Find a doctor

Look for doctors in your health plan.

Get medicine

Refill your prescriptions online.

Estimate costs

Compare costs and quality for common procedures.

Get discounts

Save on health-related products and services.

Manage healthcare accounts

Pay or reimburse yourself for healthcare expenses. See your account balance anytime.















Find everything you need to know about your benefits — all in one place.

Expanding your MAINE MUNICIPAL VIRTUAL Care options Anthem. MAINE MUNICIPAL MAINE MAINE MAINE MUNICIPAL MAINE MAINE MAINE MUNICIPAL MAINE M

Find complete care support, on your time, through the **Sydney Health app**

Visit with a doctor at your convenience

Accessing the care you need, when you need it, matters. That's why our SydneySM Health mobile app connects you to a team of doctors ready to help you on your time. There are two secure ways to find low or no-additional cost care through our app:

(1) Chat with a doctor 24/7 without an appointment

- Urgent care support for health issues, such as allergies, a cold, or the flu.
- New prescriptions¹ for concerns such as a cough or a sinus infection.

(2) Schedule a virtual primary care appointment

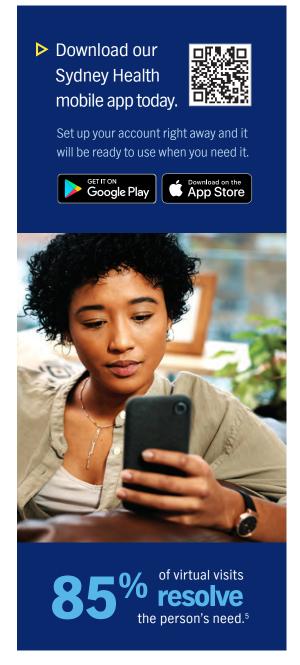
- Routine care, including virtual annual preventive care (wellness)
 visit and prescription refills.^{1,2,3,4}
- Personalized care plans for chronic conditions, such as asthma or diabetes.

Assess your symptoms with the Symptom Checker

When you're sick, you can use the Symptom Checker on Sydney Health to answer a few questions about how you're feeling. That information is run against millions of medical data points to provide care advice tailored to you.

Save money and time with virtual care

Sydney Health brings care to you anywhere, anytime. The Symptom Checker is always free to use, while virtual primary care visits and on-demand urgent care through the app are available at the PCP copay.



¹ Virtual annual preventive care (wellness) visits through the Sydney Health app are available starting September 2022. The virtual annual preventive care (wellness) visit is covered in full unless the employer has a limit or cap under their benefit plan. 2 Virtual primary care medical services provided by Preventive Medical Associates P.C. through an arrangement with Hydrogen Health, which provides the virtual care platform.

4 Your doctor will determine it a prescription is n

Sydney Health is offered through an arrangement with Carelon Digital Platforms, a separate company offering mobile application services on behalf of your health plan. ©2020-2022 The Virtual Primary Care experience is offered through an arrangement with Hydrogen Health.

In addition to using a teleleablit service, you can receive in-person or virtual care from your own doctor or another healthcare professional in your plan's network, if you receive care from a doctor or healthcare professional not in your plan's network, your share of the costs may be higher. You may also receive a half for any otherwise not covered by your health plan.

receive a bill for any charges not covered by your resim plan. Anthem Health Plans of Rocky Mountain Hospital and Medical Service, Inc. HMD products underwritten by HMO Colorado, Inc. In Connecticut. Anthem Health Plans, Inc. In Georgia: Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. In Indiana: Anthem Insurance Companies, Inc. In Kentucky: Anthem Health Plans of Kentucky, Inc. In Maine: Anthem Health Plans of Maine, Inc. In Missouri, Inc. RT and certain affiliates only invited administrative moved administrative services for self-flunded plans and do not underwritten by HMO Enders Decorated Plans of New Hampshire: Anthem Health Plans of Nirginia, Inc. trades as Anthem Health Plans, of Nirginia, Inc. trades as Anthem Health Plans, of Nirginia, Inc. trades as Anthem Health Plans of Nirginia, Inc. trades as Anthem Health Plans, of Nirginia, Inc. trades as Anthem Plans, of Nirginia, Inc. trades as Anthem Health Plans, of Nirginia, Inc. trades as Anthem Plans, of Nirginia, Inc. trades as A

³ Eligible employees are those who have not yet had an annual preventive care (wellness) visit during the plan year (either virtual or in-person) whose group benefit plan covers a virtual primary care exam. If an employer group has a cap on the number of preventive care (wellness) visits that are covered in full and the employee has exceeded the cap but would like to have another preventive care (wellness) visit, they may be responsible for copays and other out-of-pocket costs for the visit. Employees should consult their benefit plan and/or contact Member Services if they have any questions.

4 Your chofcer has responsible to the preventive care (wellness) visit, they may be responsible for copays and other out-of-pocket costs for the visit. Employees should consult their benefit plan and/or contact Member Services if they have any questions.



Preventing diabetes just got easier



Introducing Lark Digital Health Coaching

People with prediabetes have higher than normal blood sugar which can substantially increase the risk of developing type 2 diabetes. People often don't even know they have prediabetes, because it can occur with no symptoms. The good news is that there are steps you can take now to decrease your risk.

Maine Municipal Health Trust has teamed up with Anthem and Lark to bring you access to the tools you need to take those steps and prevent type 2 diabetes. Available 24/7 on your smartphone, the Lark Diabetes Prevention Program is included at no extra cost as a benefit of your health plan, administered by Anthem. If you qualify, you'll also get a digital scale with the opportunity to earn a Fitbit®.

Together we can help you:



Create healthy eating habits



Make time for physical activity



Improve sleep quality



Reach or maintain a healthy weight



Manage stress levels

Get started with a quick eligibility survey

Scan this QR code with your smartphone camera to get started.



or visit Lark.com/AnthemEnroll



"Cheerful encouragement and suggestions. I've recommended it to several friends."



"It puts you on the exact path you need to go and educates you on that path along the way. I'm down 10 pounds already just from applying the tips to my everyday life."

Eligibility requirements for the Lark Diabetes Prevention Program include qualifying as prediabetic according to a survey designed by the Centers for Disease Control and membership in a participating health plan. You may be eligible to earn health-related devices such as a scale or Fitbit® at no cost to you. The ability to earn health-related devices may vary by health plan and may contain minimum program engagement requirements, such as weighing in, completing missions with your digital coach, and logging activity or meals. Eligibility determinations are made by Lark at its sole discretion.



"I attribute my success to my Diabetes Educator! I felt a real connection with her immediately and she showed me she truly cared about my health and me. My diabetes educator listened to what I was saying and worked with me to adjust my medication. Before long, I was feeling better, more rested, clear-headed and physically stronger. The TDES© program and my diabetes educator changed my life!"

Debra Palmer
 Waldo CAP
 TDES® Program Graduate



"A great program for people with diabetes –no matter how long you have had diabetes."

– Nicky ClarkTDES® Program Graduate



"Thanks to enrolling in TDES", I have better eating habits. My AIC was 11; it now ranges between 7.3 - 8.0."

Reginald Winslow
 Ellsworth Water Department
 MMEHT Member
 TDES° Program Graduate



11 Parkwood Drive Augusta, Maine 04345 tdes@mcdph.org (207) 622-7566 x252 www.tdes.me

A Program Presented by

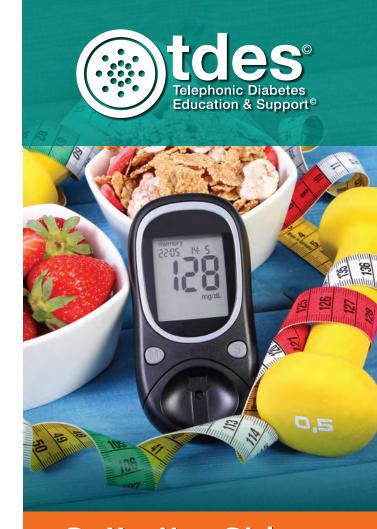


In Partnership with



Maine Municipal Employees Health Trust

www.mmeht.org



Do You Have Diabetes or Prediabetes?

Do You Want to Save Money?



TDES©

Telephonic Diabetes Education & Support® Program

- 12 month program with up-to-date diabetes information along with customized support to help you manage your diabetes
- Monthly telephone calls at your convenience
- Individualized services provided by experienced and certified professional diabetes educators

TDES²!

Telephonic Diabetes Education & Support[©] to the *Second POWER!*

- Follow-up program for TDES® graduates
- Focus on self-management of your diabetes to include further education, goal setting and life style changes
- 4 to 6 scheduled calls over the course of one year

TDES²! Continues

Graduates of the *TDES*²! program may continue self-management diabetes education with 4 to 6 calls over one additional year.

FREQUENTLY ASKED QUESTIONS

How do I save money?

As long as you are active in a TDES® program, you will receive a 12 month waiver of pharmacy copays for:

- test strips (blood and/or ketones)
- lancets
- medications (pills and/or insulin)
- insulin syringes/pen needles

Note: Insulin pump supplies are not included

How do I improve my health?

- Learn how to self-manage your diabetes
- · Learn how food can affect your blood sugar
- Understand your medication and how it works

Maine Municipal Employees Health Trust invests in their members

This program is covered for employees, retirees and adult family members 18 years of age or older; those with prediabetes, type 1 or type 2; and those not previously enrolled in TDES°.

Note: You may only enroll in TDES® once. After you have completed the TDES® program you may be eligible for additional education via *TDES*²! and *TDES*²! *Continues*. Please contact us for more information.

It's easy to sign up!

Online:

Visit <u>www.tdes.me</u> and select "Click Here To Apply"

By Mail:

Go to <u>www.tdes.me</u> and print the forms to complete, or contact TDES® Project Coordinator for an application. Mail your completed application to:

TDES[®] Project Coordinator

MCD Public Health 11 Parkwood Drive, Augusta, ME 04330

For more information contact:

TDES[©] Project Coordinator

tdes@mcdph.org 207.622.7566 ext. 252



"I started because of the pharmacy (copayment waiver) benefit but I continued thanks to monthly contact with my educator helping me to succeed in controlling my diabetes."

- MMEHT Member & TDES® Graduate



Walk In Centers

A Smart Choice for Care



What is a walk-in center?

They're doctor's offices or clinics that take patients without an appointment. They are usually open longer hours including evenings and weekends. That's why these centers are a smart choice when you need care quickly and can't get an appointment at your primary doctor's office or it's after their regular business hours.

What kind of care can I get at a walk-in center?

The doctors and nurses at these centers can help you with all kinds of things such as minor cuts and burns, sprains and strains, sports injuries, sore throats, earaches and the flu. Some centers do X-rays or run other tests on site and can let you know quickly if you need more specialized care.

Which walk-in center do I go to?

There are many in-network walk-in centers covered by your health plan, and there is a listing of them on the back of this flyer. Find one close to you and put it in your phone for easy access when you need it. You also can find centers in your plan at anthem.com. Just go to the Find Care section and follow the steps. The list is also available at www.mmeht.org.

How much does it cost to go to a walk-in center or urgent care facility?

The copay at an in-network walk-in center or urgent care facility is equal to your specialist co-pay and much less than an emergency room copay. To find out your specific costs and what you're covered for, call the Maine Municipal Employees Health Trust at 1-800-852-8300. Member Services Representatives are available Monday through Friday from 8:00 a.m. to 4:30 p.m.

Not sure if it's an emergency?

The emergency rule of thumb is to call 911 or go to the nearest ER if you think delaying care could put your health at serious risk. If you're still not sure where to go for care, let a nurse help you decide. You can call the 24/7 Nurseline anytime day or night at 1-800-337-4770.

MMEHT Member Services: 1-800-852-8300



In-Network Walk In Centers in Maine

Contact the Health Trust member services department at 1-800-852-8300 to confirm the center is still in-network.

Auburn

ConvenientMD LLC, 590 Center St.

1-207-955-5565

St. Mary's Urgent Care, 791 Turner Street

1-207-330-3900

Augusta

Concentra, 219 Capitol Street Suite 2

1-866-944-6046

ConvenientMD LLC, 4 Whitten Rd.

1-207-466-2400

Maine General Express Care,

15 Enterprise Drive

1-207-621-8880

Bangor

Concentra, 34 Gilman Road

1-207-941-8300

ConvenientMD LLC, 543 Broadway

1-207-517-3838

Eastern Maine Medical Center's Walk-In

Care Center, 915 Union Street, Suite 4

1-207-973-8030

Penobscot Community Health Center,

1012 Union St

1-207-945-5247

Penobscot Community Health Center,

6 Telcom Drive

1-207-947-0147

Belfast

Penobscot Community Health Center,

53 Schoodic Dr.

1-207-338-6900

Berwick

Berwick Walk-In Care, 4 Dana Drive

1-207-698-6700

Brewer

Penobscot Community Health Center,

735 Wilson Street

1-207-989-1567

Bridgton

N Bridgton Family Practice & Walk-In Clinic,

14 Wvoneaonic Road

1-207-647-9021

Brunswick

Concentra, 11 Medical Center Drive

1-207-725-2697

ConvenientMD LLC, 193 Bath Road

1-207-424-2272

Mid Coast Walk-in Clinic,

22 Station Avenue, Suite 102

1-207-406-7500

Caribou

Aroostook Medical Center,

118 Bennett Dr, Suite 130

1-207-498-3476

East Millinocket

MRH Walk-in Clinic, 87 Main St

1-207-447-4700

East Waterboro

SMHC Walk-In Care, 10 Goodall Drive

1-207-490-7760

Ellsworth

ConvenientMD LLC, 235 High Street

1-207-412-5200

Freeport

Freeport Medical Center, 23 Durham Road, Suite 201

1-207-865-3491

Gardiner

MGMC Express Care, 5 Central Maine Xing

1-207-582-6608

Gorham

Mercy Express Care,

19 South Gorham Crossing

1-207-839-9101

Gray

Gray Urgent Care LLC, 6 Turnpike Acres Rd,

Unit 2

1-207-657-1165

Houlton

Katahdin Valley Health Center,

59 Bangor Street

1-207-521-0022

Jackman

Jackman Community Health Center,

376 Main St

1-207-668-7755

Kennebunk

SMHC Walk-in Care, 2 Livewell Drive

1-207-467-6900

Kittery

MyHealth Walk-in Care, 35 Walker Street

1-207-439-4430

Lewiston

Concentra, 59 East Avenue

1-866-944-6046

Lincoln

Health Access Network Inc.

175 West Broadway

1-207-794-6700

Concentra, 176 Main Street

1-866-944-6046

Old Town

Penobscot Community Health Ct

242 Brunswick Street

1-207-827-6128

Porter

Sacopee Valley Health Center,

70 Main Street

1-207-625-8126

ConvenientMD LLC, 191 Marginal Way

1-207-517-3838

Presque Isle

The Aroostook Medical Center. 23 North Street, Suite 2

1-207-760-9278

Saco

Convenient MD LLC, 506 Main Street

1-207-571-7991

Southern Maine Health Care.

655 Main Street

1-207-294-5600

Sanford

ConvenientMD LLC, 1420 Main St.

1-207-850-5744

Sanford Care Center, 1474 Main Street

1-207-608-8425

Southern Maine Health Care, 25A June St.

1-207-490-7900

Scarborough

ClearChoiceMD Urgent Care, 273 Payne Rd

1-207-618-9355

South Portland

Careall PC, 230 Waterman Drive

1-207-358-3188

Concentra, 400 Southborough Drive

1-207-761-1100 Concentra, 85 Western Avenue 1-866-944-6046

Waterville MGMC Express Care, 211 Main Street

1-207-877-3450

Inland Hosp Walk-In-Care,

174 Kennedy Memorial Drive 1-207-861-6140

Wells York Hospital Walk-in Care,

112-114 Sanford Rd. 1-207-646-5211

Westbrook ConvenientMD LLC, 950 Main Street

1-207-517-3800

Mercy Express Care, 40 Park Rd 1-207-857-8174

Windham Mercy Express Care, 409 Roosevelt Trail

1-207-893-0290

York Hospital Walk-in Care, 343 US RT 1 1-207-351-2600

In-Network Urgent Care Facilities:

Boothbay Harbor St. Andrew's Urgent Care 6 St. Andrew's Street

1-207-633-2121 **Portland**

Maine Medical Center Urgent Care

335 Brighton Avenue

1-207-222-7081

UPDATED 7.2023



Save Time and Money with Prescription Home Delivery

Save on Medications you take regularly (such as high blood pressure or diabetes) when you have them delivered by mail, in 90 day supplies, from Anthem's CarelonRx Home Delivery Pharmacy.

Savings

If you purchase a 90-day supply of a prescription medication through the mail order service, you will only be charged two applicable copays. If you purchase a 90-day supply at any retail pharmacy, you will be charged three applicable copays.

Convenience

Mail delivery means no more trips to the pharmacy and if you choose automatic refill and/or renewal, you won't need to keep track of that either!

Safety

Every order is filled by a licensed pharmacist, then quality checked before shipping. Packages are discreet, weather and tamper-proof.

How to get started!

Ask your doctor for a prescription for a 90-day supply of your medication

If this is a new prescription, you may wish to also get a prescription for a 30 day supply, to be filled a retail pharmacy while you wait for your first mail-order to be processed. Prescriptions can be submitted to the mail order pharmacy by mail or fax, or online at www.anthem.com.

Place your order

Log on to www.anthem.com and choose *Pharmacy*. On your personal pharmacy page, select *View Your Prescriptions* under *Switch to a 90-Day Supply*. For the drugs you want to switch to home delivery, choose *Switch to a 90-day Supply* and then *Select Prescriber*. You can also add or update your shipping address, shipping options and payment method on this page. Or, you can complete the *Prescription Drug Mail Order Form* on the Health Trust website at www.mmeht.org. Under the *Medical Plans* header, select the *Prescription Drugs* page, and mail the completed form to CarelonRx with your prescriptions. You may also call CarelonRx Home Delivery Pharmacy at 1-833-236-6196.

Pay for your prescription

You can pay by debit or credit card, use your Flexible Spending Account (FSA) debit card, or enroll for electronic funds transfer (EFT) payments. To set up your payments, select *Complete your Profile* and *Communication Preferences* from your personal pharmacy page, then *Change Payment Method* to choose how you'd like to pay, sign up to pay online or add/update your credit card on file.

CarelonRx Home Delivery Pharmacy: 1-833-236-6196 MMEHT Member Services 1-800-852-8300







MMEHT OFFICE USE ONLY
Subgroup No.
Effective Date
Status
Entered by:

Medical Plan Application for Enrollment/Change PLEASE PRINT

	Employer Enrollment Reason: New Hire								
1. EMPLOYER SECTION	Date of Employment	Elected Official	(Yes or No)	□ Newly Eligible on (date & reason) □ New Group (initial enrollment) □ Open Enrollment					
GEOTION	Annual wages or salary Hours worked per week				Porta	bility or Qualifyin	g Event ot/Union Change		
2.PLAN CHOICE	☐ PPO	(indica	ate plan)	□ F	Point c	of Service	(indicate plan)		
3.	Employee Legal Name						Social Security Number		
EMPLOYEE NAME	Mailing Address						Phone (home/cell)		
ADDRESS & TELEPHONE	Town	St	ate		Zip		Phone (work)		
4.	Type of change:	Change 🔲	Name Chang	e – pr	ovide	previous name:_			
CHANGE STATUS	☐ Add dep	endent(s) listed	I in section 5	below	/	☐ Drop de	ependent(s) listed in section 5 below	V	
OTATOS	Reason for change:					_	or event:		
	Adoption Covered by other insurance	□ D€				Dis	urt order scharge from the Military		
	☐ Divorce☐ Involuntary loss of coverage		ssolution of L arriage	omes	stic Pa	rtnership En	trance to the Military ner		
	☐ * Grandchi	ild - Coverage f	or 31 days fro	om bir	th only	y. Please contac	et the Health Trust with questions.		
5.	You may apply to cover your legal spouse, domestic partner (DP) (procompleted affidavit verifying qualification) and children between birth a								
							•		
	Legal Name (Last, First, MI)		Date of Birth MO/DA/YR		nder F	Social Security Number	Primary Care Physician (PCP) (www.anthem.com)	Current Patient?	
MEMBER	Legal Name (Last, First, MI) Self		Birth			Security Number Provided		Patient?	
AND	Self		Birth			Security Number	(www.anthem.com) PCP Name/Address(city/town)	Patient? Y N	
AND FAMILY			Birth			Security Number Provided	(www.anthem.com)	Patient?	
AND	Self		Birth			Security Number Provided	(www.anthem.com) PCP Name/Address(city/town)	Patient? Y □ N □ Y □	
AND FAMILY	Self □Spouse or □Domestic Partner		Birth			Security Number Provided	(www.anthem.com) PCP Name/Address(city/town) PCP Name/Address(city/town)	Patient?	
AND FAMILY	Self Spouse or Domestic Partner Child		Birth			Security Number Provided	(www.anthem.com) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town)	Patient?	
AND FAMILY INFORMATION 6.	Self Spouse or Domestic Partner Child Child Child I am requesting coverage for myself and a have given are true and complete. I under defrauding the plan or insurance carrier. F	rstand it is a crime to Penalties may includ	Birth MO/DA/YR	M Doe of chile false, ines or o	ange se incompidenial of	Security Number Provided Above	(www.anthem.com) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town)	Patient? Y	
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AND FAMILY INFORMATION 6. SIGNATURE	Self Spouse or Domestic Partner Child Child Child I am requesting coverage for myself and a have given are true and complete. I under defrauding the plan or insurance carrier. F. Document. I understand that, under a PC Summary Plan Description. Employee Signature:	rstand it is a crime to Penalties may includ IS plan, each family th coverage at t period, unless	Birth MO/DA/YR including any type knowingly provide e imprisonment, firmember's care member's care member are this time. I uportability or	M Dee of children of the false, sines or of uset be p	ange se incomp denial of provided	Security Number Provided Above lected in the Change S lete or misleading inforinsurance benefits. I or arranged by his/her that if I choose to ollment provision	(www.anthem.com) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town) PCP Name/Address(city/town) Batatus section as indicated above. All statemen rmation to obtain insurance or benefit coverage understand all benefits are subject to conditions r Primary Care Physician (PCP) except as described by the condition of the	Patient? Y	

For questions, please call the Health Trust at 207-621-2645 or (within Maine) 800-852-8300 * FAX (207) 624-0166



BASIC LIFE INSURANCE BENEFITS

The MMEHT Health Plan includes quality life insurance coverage (through Standard Insurance Company) for participants.

Basic Coverage

Basic coverage (including Accidental Death & Dismemberment) equal to one times an active employee's annual salary rounded to the next multiple of \$1,000 (with a maximum of \$100,000) is provided to all employees



(including eligible elected and appointed officials) participating in the MMEHT Health Plan. (Benefits may be less for some elected officials.) Any employee who is eligible to participate in the Health Trust Health Plan, but does not elect coverage because he or she is covered as a dependent under another employer's group health plan, may participate in the Basic Life and Basic AD&D plan, at a monthly cost of \$0.30 per thousand dollars of coverage.

Benefits are reduced by 50% (for active employees) at age 70.

Accelerated Benefit

Standard Insurance Company will pay up to 75% of the insured's Life benefit (subject to a minimum benefit of \$5,000 or 10% of your insurance, whichever is greater) if they receive a request and proof that the employee is terminally ill and is certified by a physician to have 12 months or less to live. Any benefit amount paid under the Accelerated Benefit will be paid in a lump sum. The insured must be covered for at least \$10,000 to be eligible for this benefit.

Retirees or Surviving Spouses

Retirees or surviving spouses who continue with the MMEHT Health Plan receive Basic Life and Basic AD&D coverage of \$2,000. Accidental Death & Dismemberment coverage for retirees and surviving spouses will terminate at age 70.

This outline is intended only as a summary of the MMEHT Life Insurance Plan. All benefits and conditions are subject to the terms of the master policy issued by Standard Insurance Company.

For more information, please contact the Health Trust at 1-800-852-8300 or speak with your Field Service Representative.



SUPPLEMENTAL LIFE INSURANCE BENEFITS

Supplemental Life

In addition to the Health Trust's Basic Life insurance coverage, an employer may elect to offer its employees Supplemental Life Insurance. In order to purchase Supplemental Life coverage, the employee must first be enrolled in either the Basic Life or the Basic Life No Medical plan.



Supplemental Life allows employees to purchase life insurance in addition to their Basic Life insurance policy. Employees may choose to purchase coverage equal to an additional one, two, or three times their annual salary. The first level of coverage (one times salary) is a guaranteed issue, provided the employee enrolls when first eligible for the coverage. If an employee enrolls in 1x additional supplemental coverage, they will have coverage for twice their annual base salary, as the benefit is in addition to the basic life policy. Therefore, an additional 2x will triple the basic coverage amount and 3x will quadruple the basic coverage amount.

Any employee who purchases 2x or 3x supplemental coverage, or wishes to enroll after their initial eligibility period, will be required to complete a medical evidence of insurability (EOI) review. The Standard Insurance Company reserves the right to deny the coverage request after review of the EOI.

There is no annual open enrollment period for supplemental life coverage

*Please see the reverse side for additional coverage details and premiums.

For more information, please contact the Health Trust at 1-800-852-8300 or speak with your Field Service Representative.



SUPPLEMENTAL COVERAGE

Supplemental coverage participants may select coverage equal to up to 3 times their annual earnings, as indicated in the chart below. Medical evidence of insurability (EOI) will be required for coverage amounts exceeding the Guaranteed Issue amount of 1 times their annual earnings or \$100,000, whichever is less. Rates are \$0.30 per thousand dollars of coverage, per month. Benefits are reduced by 50% at age 70.

	MONTHLY PREMIUM	MONTHLY PREMIUM	MONTHLY PREMIUM	MONTHLY PREMIUM		MONTHLY PREMIUM	MONTHLY PREMIUM	MONTHLY PREMIUM	MONTHLY PREMIUM
ANNUAL	*LIFE NO				ANNUAL	*LIFE NO			
SALARY	MED	**1 X SUPP	**2 X SUPP	**3 X SUPP	SALARY	MED	**1 X SUPP	**2 X SUPP	**3 X SUPP
\$10,000	3.00	3.00	6.00	9.00	\$56,000	16.80	16.80	33.60	50.40
\$11,000	3.30	3.30	6.60	9.90	\$57,000	17.10	17.10	34.20	51.30
\$12,000	3.60	3.60	7.20	10.80	\$58,000	17.40	17.40	34.80	52.20
\$13,000	3.90	3.90	7.80	11.70	\$59,000	17.70	17.70	35.40	53.10
\$14,000	4.20	4.20	8.40	12.60	\$60,000	18.00	18.00	36.00	54.00
\$15,000	4.50	4.50	9.00	13.50	\$61,000	18.30	18.30	36.60	54.90
\$16,000	4.80	4.80	9.60	14.40	\$62,000	18.60	18.60	37.20	55.80
\$17,000	5.10	5.10	10.20	15.30	\$63,000	18.90	18.90	37.80	56.70
\$18,000	5.40	5.40	10.80	16.20	\$64,000	19.20	19.20	38.40	57.60
\$19,000	5.70	5.70	11.40	17.10	\$65,000	19.50	19.50	39.00	58.50
\$20,000	6.00	6.00	12.00	18.00	\$66,000	19.80	19.80	39.60	59.40
\$21,000	6.30	6.30	12.60	18.90	\$67,000	20.10	20.10	40.20	60.30
\$22,000	6.60	6.60	13.20	19.80	\$68,000	20.40	20.40	40.80	61.20
\$23,000	6.90	6.90	13.80	20.70	\$69,000	20.70	20.70	41.40	62.10
\$24,000	7.20	7.20	14.40	21.60	\$70,000	21.00	21.00	42.00	63.00
\$25,000	7.50	7.50	15.00	22.50	\$71,000	21.30	21.30	42.60	63.90
\$26,000	7.80	7.80	15.60	23.40	\$72,000	21.60	21.60	43.20	64.80
\$27,000	8.10	8.10	16.20	24.30	\$73,000	21.90	21.90	43.80	65.70
\$28,000	8.40	8.40	16.80	25.20	\$74,000	22.20	22.20	44.40	66.60
\$29,000	8.70	8.70	17.40	26.10	\$75,000	22.50	22.50	45.00	67.50
\$30,000	9.00	9.00	18.00	27.00	\$76,000	22.80	22.80	45.60	68.40
\$31,000	9.30	9.30	18.60	27.90	\$77,000	23.10	23.10	46.20	69.30
\$32,000	9.60	9.60	19.20	28.80	\$78,000	23.40	23.40	46.80	70.20
\$33,000	9.90	9.90	19.80	29.70	\$79,000	23.70	23.70	47.40	71.10
\$34,000	10.20	10.20	20.40	30.60	\$80,000	24.00	24.00	48.00	72.00
\$35,000	10.50	10.50	21.00	31.50	\$81,000	24.30	24.30	48.60	72.90
\$36,000	10.80	10.80	21.60	32.40	\$82,000	24.60	24.60	49.20	73.80
\$37,000	11.10	11.10	22.20	33.30	\$83,000	24.90	24.90	49.80	74.70
\$38,000	11.40	11.40	22.80	34.20	\$84,000	25.20	25.20	50.40	75.60
\$39,000	11.70	11.70	23.40	35.10	\$85,000	25.50	25.50	51.00	76.50
\$40,000	12.00	12.00	24.00	36.00	\$86,000	25.80	25.80	51.60	77.40
\$41,000	12.30	12.30	24.60	36.90	\$87,000	26.10	26.10	52.20	78.30
\$42,000	12.60	12.60	25.20	37.80	\$88,000	26.40	26.40	52.80	79.20
\$43,000	12.90	12.90	25.80	38.70	\$89,000	26.70	26.70	53.40	80.10
\$44,000	13.20	13.20	26.40	39.60	\$90,000	27.00	27.00	54.00	81.00
\$45,000	13.50	13.50	27.00	40.50	\$91,000	27.30	27.30	54.60	81.90
\$46,000	13.80	13.80	27.60	41.40	\$92,000	27.60	27.60	55.20	82.80
\$47,000	14.10	14.10	28.20	42.30	\$93,000	27.90	27.90	55.80	83.70
\$48,000	14.40	14.40	28.80	43.20	\$94,000	28.20	28.20	56.40	84.60
\$49,000	14.70	14.70	29.40	44.10	\$95,000	28.50	28.50	57.00	85.50
\$50,000	15.00	15.00	30.00	45.00	\$96,000	28.80	28.80	57.60	86.40
\$51,000	15.30	15.30	30.60	45.90	\$97,000	29.10	29.10	58.20	87.30
\$52,000	15.60	15.60	31.20	46.80	\$98,000	29.40	29.40	58.80	88.20
\$53,000	15.90	15.90	31.80	47.70	\$99,000	29.70	29.70	59.40	89.10
\$54,000	16.20	16.20	32.40	48.60	\$100,000	30.00	30.00	60.00	90.00
\$55,000	16.50	16.50	33.00	49.50	,				



DEPENDENT LIFE INSURANCE BENEFITS

Dependent Life

In addition to the Basic Life insurance coverage, an employer may elect to offer its employees Dependent Life Insurance. This benefit covers an employee's legally wed spouse and children up to 26 years of age. In order to purchase Dependent Life coverage, the employee must first be enrolled in either the Basic Life or the Basic Life No Medical plan.



The employee can choose from one of two coverage options for his/her dependents (spouse and children). The monthly premium for Dependent Life coverage is dependent upon which option the employee elects.

OPTION A:	OPTION B:

Spouse	½ employee's Basic Coverage amount	½ employee's Basic Coverage amount
	(\$5,000 maximum)	(\$50,000 maximum)
Children	Birth - 26 yrs.	Birth - 26 yrs.
	½ employee's Basic Coverage amount	½ employee's Basic Coverage amount
	(\$5,000 maximum)	(\$5,000 maximum)
Rates	\$1.50 per month	\$3.20 per month

^{*}A member cannot be covered as both an employee/retiree under Basic or Supplemental coverage and also as a dependent under Dependent Life coverage. There is no annual open enrollment period for dependent life coverage.

For more information, please contact the Health Trust at 1-800-852-8300 or speak with your Field Service Representative.



MMEHT LIFE PLAN

Standard Insurance Co. Group Policy No. <u>648982</u>

EMPLOYEE ENROLLMENT FORM

Employer		Date of	Hire	Annual Salary						
Employee Legal Name	mployee Legal Name Soc. Sec. #									
Employee Address:										
Phone (H)(W)	(W) Gender Marital Status Date of Birth									
I would like to enroll in the following Life Insurance coverage(s): Type of Coverage – Check coverage and level option(s) desired only if offered by your employer Basic Life Life – No Medical Supplemental Life Please enroll me for: 1x 2x 3x salary. Dependent Life Please enroll me in: Option A Option B										
Dependent Information: Com Name	J	<i>S</i> 1	Date of Birth	Relations	hip					
Beneficiary Designation: Note	: Please designa	te each name as Pi	rimary (P) or Conti	ngent (C) in last c	olumn					
Name	Relationship		• /	Percentage						
I hereby apply for life insurance to which I am entitled or to which I may become entitled under the terms of the group policy or policies issued to the Maine Municipal Employees Health Trust. If I do not elect the health coverage, I understand that I have the option to enroll in Basic Life for a monthly premium. I authorize the deduction from my earnings of any contribution I am required to make toward the cost of this insurance.										
Enrolling in Life Insurance : Si	gnature			Date:						
I do not wish to enroll in Basic I that if I do not enroll when I am check all appropriate boxes as indicated	first eligible, I w									
Not Enrolling in Life: S	ignature			Date:						

DEFINITIONS: Primary Beneficiary – The person or persons you want to receive the life

insurance benefits if you die.

Contingent Beneficiary –The person or persons you want to receive the life insurance benefit if no Primary Beneficiary is alive on the date of your death.

Note:

If more than one primary beneficiary is designated, settlement will be made in equal shares to the designated beneficiaries who are then still living, unless their shares are specified. If there is no named beneficiary or if no beneficiary survives, settlement will be made in the following order: surviving spouse; equal shares to surviving children; equal shares to surviving parents; equal shares to surviving siblings; your Estate.

A member cannot be covered as both an employee/retiree under Basic or Supplemental coverage and also as a dependent under Dependent Life coverage.

IMPORTANT NOTICE:

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive, or misleading facts or information when filing a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is guilty of a crime, and may be prosecuted and punished under state law. Penalties may include fines, civil damages, and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

General Disclosure:

Group Life Insurance coverage is issued by Standard Insurance Company. The phone number for Life Claims is: 1-800-628-8600. Please refer to the Booklet-Certificate, which is made a part of the Group Contract, for all plan details, including any exclusions, limitations and restrictions which may apply. If there is a discrepancy between this document and the Booklet-Certificate/Group Contract issued by Standard Insurance Company, the terms of the Group Contract will govern.

Please Mail Completed Form to:

Maine Municipal Employees Health Trust 60 Community Drive Augusta, Maine 04330

(207) 623-8428 1-800-452-8786 (within Maine) Fax (207) 624-0166



Standard Insurance Company Group Policy No. <u>648982</u>

MMEHT LIFE PLAN EMPLOYEE CHANGE FORM

1.	TYPE OF CHANGE	Beneficiary Change	Previous	Name Change ☐ s Name:				Address Change		Benefit Change	
2.	EMPLOYER SECTION	Employer:					Date of Hire:		Annua \$	al Salary:	
3.	EMPLOYEE SECTION	Employee Legal Name:						Soc. Sec. #:			
		Employee Address:									
		Phone (H):	(W):			Gend	er: Ma	arital Status:	Da	ate of Birth: _	
4.	PLAN OPTIONS	I would like to change no		surance c	overa	ge(s) as	specified belo	w (you may on	ly selec	ct coverage o	ptions
		Type of Coverage	Add	Drop	Leve	<u>el</u>					
		Basic Life			N/A						
		Supplemental Life			□ 1	x salary	2x salary	v* ☐ 3x sala	ry*		
		Dependent Life				Option A	☐ Option B	* R	equires	Evidence of Ins	surability
		Specify Change: _									
NO.	TE: PLEASE DESI	GNATE EACH NAME AS	PRIMARY	Y (P) OR C	ONTI	NGENT (C) IN LAST CO	LUMN			
	BENEFICIARY	Name		Relation		Addres				Percentage	P or C
	DESIGNATION				-						
NO.	TE: COMPLETE O	NLY IF ENROLLING IN D	EPENDEI	NT LIFE							
6.	DEPENDENT	Name				Date	of Birth	Relations	hip		
	INFORMATION										
7.	AUTHORIZED SIGNATURE	I hereby apply for life terms of the group po the deduction from m insurance.	licy or p	olicies iss	sued 1	to the M	aine Municip	al Employees	Healt	h Trust. I au	ıthorize
		SIGNATURE:						DATE:			

DEFINITIONS: Primary Beneficiary – The person or persons you want to receive the life insurance

benefits if you die.

Contingent Beneficiary - The person or persons you want to receive the life insurance

benefit if no Primary Beneficiary is alive on the date of your death.

Note:

If more than one primary beneficiary is designated, settlement will be made in equal shares to the designated beneficiaries who are then still living, unless their shares are specified. If there is no named beneficiary or if no beneficiary survives, settlement will be made in the following order: surviving spouse; equal shares to surviving children; equal shares to surviving parents; equal shares to surviving siblings; your Estate.

IMPORTANT NOTICE:

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company or other person, or knowing that he is facilitating commission of a fraud, submits incomplete, false, fraudulent, deceptive, or misleading facts or information when filing a statement of claim for payment of a loss or benefit commits a fraudulent insurance act, is guilty of a crime, and may be prosecuted and punished under state law. Penalties may include fines, civil damages, and criminal penalties, including confinement in prison. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant or if the applicant conceals, for the purpose of misleading, information concerning any fact material thereto.

General Disclosure:

Group Life Insurance coverage is issued by Standard Insurance Company. The telephone number for Life Claims is: 1-800-628-8600. Please refer to the Booklet-Certificate, which is made a part of the Group Contract, for all plan details, including any exclusions, limitations and restrictions which may apply. If there is a discrepancy between this document and the Booklet-Certificate/Group Contract issued by Standard Insurance Company, the terms of the Group Contract will govern.

Please Mail Completed Form to:

Maine Municipal Employees Health Trust 60 Community Drive Augusta, Maine 04330

(207) 621-2645 1-800-852-8300 (within Maine) Fax (207) 624-0166



INCOME PROTECTION PLAN

The MMEHT Income Protection Plan is a short-term disability plan that provides income benefits to employees who are unable to work due to a non-job related accident, injury or illness.



Benefit Options:

Three Levels of Coverage 40% of Salary 55% of Salary 70% of Salary

Benefits Begin:

1st Day of full disability for an Accident **8th Day** of full disability for an Illness

Benefits: Paid regardless of sick leave or other income the employee may receive. Benefits will, however, be offset by the amount of any disability income payments received from the Maine Public Employees Retirement System, or under U.S. Social Security, if such payments are made as the result of the same disability that the IPP benefit is covering.

- Benefits are paid on a weekly basis.
- Partial benefits are paid if an employee returns to work for less than the employee's normal work schedule.
- The maximum benefit an employee may receive is \$1,000 per week.
- Benefits will be paid for a maximum of 52 weeks for each separate period of disability.

Premium Calculation:

ANNUAL SALARY ROUNDED UP TO THE NEXT DOLLAR X .% REQUESTED X .0214 /12 = MONTHLY PREMIUM

- *If any portion of the premium is paid by the employer, that same portion of the benefit will be taxable income.
- *If any portion of the premium is paid by the employee on a pre-tax basis, that portion of the benefit will be taxable income

Exclusions/Limitations:

- Any period when not under the care of a physician.
- Any disability which may be covered by a third party liability claim.
- Any disability covered by a Workers' Compensation Act or any similar local, state, or federal statute.
- Any disability sustained or resulting from duty as a member of the armed forces.

No benefits are payable for claims submitted more than 90 days following the onset of total disability.

Eligibility: The MMEHT Income Protection Plan is available to benefit eligible employees who work an average of at least twenty (20) hours per week on a year round basis, or greater, as determined by your employer's guidelines.

*This document is intended only as a limited summary of the MMEHT Income Protection Plan. All benefits, exclusions, and limitations are subject to the terms of the Plan Document.

For more information, please contact the Health Trust at 1-800-852-8300 or speak with your Field Service Representative.



MMEHT OFFICE USE ONLY
Subgroup No.
Effective Date
Status
Entered by:

INCOME PROTECTION PLAN APPLICATION ENROLLMENT/CHANGE FORM

Please Print

EMPLOYER SECTION	Employer		Enrollment Reason:						
SECTION	Date of Employment	Hours worked per	week	☐ New Hire ☐ Newly Eligible on (
	Annual wages or salary	r salary MMEHT Department Code			☐ New Group (initial enrollment)☐ Increase/Decrease Coverage☐ Late Enrollee				
				☐ Employer Change	-Dept/Union Change				
	Is employee actively working as of the eis not a regularly scheduled workday?	effective date of c	overage	, or available to work if it	☐ Yes ☐ No				
	*Employer Signature:			*Title:					
Er	nployee: Complete this section <u>on</u> If you do not wish to enroll, ple		_		-				
PLAN CHOICE	I elect to be insured at ☐ 40% ☐ employer to withhold from payroll th								
Name,	Employee Legal Name	Date of B	irth	Gender	Social Security Number				
ADDRESS &				☐ Male ☐ Female					
TELEPHONE	Mailing Address			☐ Non-Binary	Phone (home/cell)				
	<u> </u>				,				
	Town	State	Zip		Phone (work)				
SIGNATURE	I am requesting coverage, or a change complete. I understand it is a crime to ke benefits coverage for the purpose of dedenial of insurance benefits. I understar in the applicable Health Trust Plan Documderstand that I am subject to the Plan Health Trust Plan Document and/or Sur procedures established in the applicable	nowingly provide frauding the plan that the benefi ument and that be i's subrogation rightery Plan Description	false, in or insurate I am a enefits want and cription.	complete, or misleading ance carrier. Penalties man applying for are subject to rill be coordinated with of responsibilities, as defin Any dispute of claim will	information to obtain insurance or nay include imprisonment, fines, or to the terms and conditions stated ther insurance programs. I ted by the Plan in the applicable				
	Employee Signature:			Date:					
ELECTION NOT TO	I elect not to enroll in Income Protection coverage at this time, and understand that if I apply at a future date, enrollment may not be permissible without evidence of good health.								
ENROLL	NAME (print)			EMPLOYER					
	SIGNATURE			DATE					

Email completed form to <a href="https://doi.org/10.108/bear.1071/

Chapter 10 - Liability

Maine Tort Claims Act

One of the biggest concerns of every municipal officer is being sued. The Maine Tort Claims Act (14 M.R.S.A. §§ 8101-8118) describes the municipal activities for which there is potential liability under State law, and the activities for which individual officials and employees or the municipality will have no liability. A brief discussion of the scope of the Tort Claims Act is necessary.

What is a Tort?

A tort is a civil wrong—an injury to one person for which the person (or entity) who caused the injury is legally responsible. A tort can be intentional—for example, an assault—but is far more likely to result from carelessness or negligence. While the injury that forms the basis of a tort is usually physical, this is not a requirement—libel, slander and the "intentional infliction of emotional distress" are a few of the many torts not based on a physical injury.

A tort has three elements: *a duty to act* (or not act) in a certain way imposed by law; a *breach*, *or failure*, of that duty; and a resulting *injury* to persons or property. The legal concept of "tort" does not include contracts, criminal matters, or appeals from the grant or denial of a license or permit request under Rule 80B of the Maine Rules of Civil Procedure (court rules).

A common example of a tort is a traffic accident. All motor vehicle drivers have a duty to obey traffic signals and drive in a safe manner. When a driver negligently fails to see a stop sign, runs through the intersection and causes an accident, that driver has committed a tort and can be sued in a civil action. There is no contract involved, and since the driver's failure was negligent and not intentional, it is not a criminal act.

A municipality's duties to the public usually arise from statute or case law (court cases). For example, State law (23 M.R.S.A. § 3651) provides:

Highways, town ways and streets legally established shall be opened and kept in repair so as to be safe and convenient for travelers with motor vehicles. In default thereof, those liable may be indicted, convicted and a reasonable fine imposed therefore.

As a result, municipalities are required to maintain public ways in a safe and passable condition. If this is not accomplished and a person is injured, a tort has occurred due to the municipality's failure to fulfill the duty imposed by 23 M.R.S.A. § 3651—keeping roads safe.

The Maine Tort Claims Act, however, limits the municipality's legal exposure. It replaces the former rule of "sovereign immunity," which prevented any lawsuit for damages against government entities, with a rule that permits recovery in certain situations. The Tort Claims Act attempts to protect the injured members of the public without financially crippling the government by limiting the areas in which municipalities and their employees may be liable to those areas for which insurance coverage is commercially available.

How Does the Maine Tort Claims Act Work?

The Act distinguishes between the municipality as a separate legal entity, and the officials, employees, volunteers and agents of the municipality as individuals.

- ❖ Municipal Liability. The general rule for the municipality is that it is not liable for its negligent acts or other acts (i.e., there is immunity) except in the situations set forth in 14 M.R.S.A. § 8104-A or in other specific statutes. General exceptions to immunity include torts committed in the following contexts:
 - Negligent ownership, maintenance or use of vehicles, machinery and equipment (e.g., person driving a vehicle while on municipal business hits another vehicle; person operating mower runs over someone);
 - Negligent ownership, maintenance or use of public buildings (e.g, defective stairs, slippery walkway);
 - Sudden and accidental discharge of pollutants (e.g., sewer backs up into someone's cellar);
 - Road construction, street cleaning or repair (e.g., failure to set up warning signs during construction or cleaning or to mark holes left in the road); and
 - "Highway defects," such as a pothole or defective guardrail or obstruction in the road where the municipal officials with authority to act knew or should have known about the defect at least 24 hours before the injury caused by the defect occurred (23 M.R.S.A. § 3655). Various Maine court cases have held that ice and snow and rocks left from sanding activities do not constitute "highway defects." The courts also have held that design flaws, such as a dangerous curve or intersection, and lack of traffic signs and signals (e.g., stop signs and traffic lights) do not constitute "defects" for the purposes of 23 M.R.S.A. § 3655. See MMA's Municipal Roads Manual for more information.

Even where the municipality is liable, the limit of damages it must pay is \$400,000 unless the municipality purchases a greater amount of coverage, in which case it is liable to that greater amount (see "Excess Insurance" later in this chapter). For this potential liability, the municipality may either purchase insurance or self-insure.

In short, the municipality may do something wrong and the person injured cannot recover more than \$400,000 from the municipality even though that person could recover more if a private corporation committed the very same wrong. Liability connected with "highway defects" is governed by the limits in 23 M.R.S.A. § 3655.

- ❖ Municipal Immunity. The Tort Claims Act (14 M.R.S.A. §§ 8103, 8104-A, and 8104-B) lists a number of specific examples of activities for which the municipality is immune from liability. They are:
 - **Legislative acts**—decision to adopt/not adopt an ordinance (e.g., a property owner claims injury because the town hasn't done enough to protect his/her property values—town immune).
 - Quasi-Judicial act—issuing, denying, or revoking permits, even if a court ultimately overturns the decision (e.g., property owner claims the planning board didn't impose enough conditions on its approval of a subdivision and now his/her land is flooded due to run-off—town immune).
 - **Discretionary acts**—judgment by someone at the policy-making level as to when snow is deep enough to start plowing or when iciness requires sanding (e.g., someone drives on snowy or icy road, goes off the road, sues town claiming too snowy or icy to be safe—town immune; town decides not to provide a lifeguard or playground monitor at a town beach or park, a child gets hurt—town immune because no duty to provide such supervisor).
 - **Prosecutorial acts**—as long as the decision about whether or not to enforce an ordinance is not based on illegal reasons, such as race or religion of the violator, town is immune from liability; where one violator is prosecuted and others with similar situations are not, decisions based on strength of the case, budget limitations, or staffing limitations are reasonable.
 - **Public outdoor recreation facilities**—specific immunity granted where injury stems from the use of such a facility, absent a negligent act of an official, employee, or volunteer.
 - Tax acquired property—town is immune in connection with occupied property during the occupancy and for 60 days after the occupant gives up actual possession. (See MMA's "Tax Acquired Property" Information Packet for more information.)
- ❖ Officials' Liability. The rule for municipal employees, agents, officials and volunteers, including the municipal officers, is the opposite from the rule of general immunity for the municipality. There is no general immunity for municipal officials. (The municipal officers are not subject to any greater or less liability than other municipal officials, but do not get the same protection as the municipality itself has.) Instead, 14 M.R.S.A. § 8111 provides immunity (i.e., no liability) only for the following specific acts:

- **Legislative acts**—such as adopting or failing to adopt ordinances, rules, policies, and the like (e.g., where the municipal officers adopt a parking ordinance and a store owner claims damages for loss of business);
- Quasi-judicial acts—such as granting, denying or revoking licenses and permits;
- **Discretionary acts**—this immunity does not cover a failure to perform ministerial (mandatory) acts (e.g., an ordinance says the code "may" conduct an inspection; landowner claims that if he had inspected, he would have prevent a violation—immune; if an ordinance says the code "shall" conduct an inspection and he does not, the landowner's claim might be successful);
- Prosecutorial acts—such as enforcing an ordinance by court action; and
- **Intentional acts or omissions**—committed in good faith and within the course and scope of the individual's job (e.g. assaulting an audience member is not protected; making a comment at a public meeting about the quality of work done by a contractor for the town is protected if said in good faith).

(See the discussion under "Municipal Immunity" for other examples.)

Personal immunity is limited to the above categories and other specific statutes outside the Tort Claims Act. One such example is 14 M.R.S.A. §164 ("Good Samaritan law") which protects people who try to offer emergency assistance, as long as they are not acting with gross negligence. An official, employee or volunteer may be personally liable for acts outside this list. As a practical matter, almost all the functions which the municipal officers perform within their scope of authority as a municipal officer should fall within this list.

- An official's liability limit; who pays? If a municipal official, employee or volunteer is found to have acted negligently, there is a \$10,000 limit on the amount that can be recovered against him or her personally (14 M.R.S.A. § 8104-D). The municipality is required to provide insurance coverage or self-insure for this amount, and if there is a lawsuit, the municipality must defend the municipal official, employee or volunteer as well. However, this limit and the insurance and defense obligations apply only if he or she acted within the scope of his or her employment and in good faith.
- What if an official acts in bad faith or outside the scope of his/her authority? In these situations, the official may be on his or her own. That is, the municipality need not (but may) defend the official and pay the judgment against the official. Also, the person who sues the official will not be limited to \$10,000.

An example of bad faith is where an official intentionally refuses to issue a permit to which someone is unquestionably entitled, and the reason for the refusal is that the person and the official never got along socially. An example of an official acting outside the scope of his/her authority is where the municipal official accompanies the police on a raid and arrests and injures a suspect. Another example is where an individual board member acts unilaterally on a matter where board action is required and a person relies on what the board member did. These are obvious cases, but the point is to know the scope of authority of the office and not let personal feelings control official decisions.

Travel Outside of Maine

Municipalities should be aware that the Maine Tort Claims Act immunities do not apply to an act which occurs while the official or employee is in another state. It would be wise to check with the municipality's insurer to see what additional insurance is needed to protect the municipality and its officials and employees while traveling out of State on official business.

Federal Civil Rights Act

Although the Maine's Tort Claims Act limits municipal (and municipal agents/employee) liability relative to State law violations, it does not limit the extent to which municipalities or their employees can be sued for violations of federal law. There are a number of areas where the Maine Tort Claims Act provides immunity, but federal law creates liability.

The federal Civil Rights Act (42 U.S.C. § 1983) makes it unlawful for a municipality or any governmental official, employee, agent or volunteer acting "under color of law" to deprive a person of his/her federal civil rights, privileges and immunities. These are the rights protected by the U.S. Constitution and federal law. These include the right of free speech, freedom of religion, freedom of the press, the right to due process, the right to be free from discrimination (on the basis of race, color, religion, gender etc.), the right to due process (e.g., condemnation of private property) and right to be free from unreasonable searches and seizures.

Individual municipal officers are immune from personal liability as long as they acted in "good faith," meaning they did not and should not have known that their action violated a person's federally protected rights. The municipality still may be liable for damages, however, and there is no monetary limit on the amount a person can recover from the municipality under this law. Moreover, a party who prevails in such a suit also is entitled to receive his/her reasonable attorney's fees and costs. The municipality will be liable if the deprivation of rights was committed pursuant to a **policy**, **custom**, or **practice**; this includes written ordinances, rules and policies, as well as unwritten but customary practices.

Examples of activities which might trigger federal civil rights liability include:

- **Restriction of first amendment rights of free speech and assembly**—The adoption of an improperly worded loitering, curfew, or obscenity ordinance; firing or disciplining an employee or official for negative public comments made about the municipality or a supervisor or other official (e.g., *Brasslett v. Cota and Town of Orono*, 761 F.2d 827 (1st Cir. 1985); a public policy regarding use of municipal buildings for meetings by private groups, including religious groups, which improperly excludes certain groups and not others or which has the effect of promoting a particular religion.
- Illegal discrimination—basing official decisions on a person's race, age, gender or disability or failing to bring municipal buildings and programs into compliance with federal anti-discrimination laws such as the Americans with Disabilities Act; failing to bring town land use ordinances into compliance with the Federal Fair Housing Act Amendments by requiring a different review process and performance standards for group homes for people with disabilities than are required for single family homes for non-disabled people.
- **Police activity**—failing to use properly trained officers for law enforcement activities.
- **Privacy invasions**—improper release of confidential records, such as general assistance, concealed weapons applications and denials, poverty abatement application and materials, and personnel records, and failure to conduct related discussions and decision-making in executive session or non-public proceedings when required by law. (See Chapter 6.)
- **Voting rights**—improper refusal to register a voter or improper removal from the voter list.
- **Due process violations**—disciplining or terminating an employee or official without providing the necessary written notice and opportunity for a hearing before an unbiased decision-maker (see Chapter 9); revoking a permit without giving the permit holder written notice and an opportunity for a hearing; overly restrictive land use ordinances which have the effect of "taking" a person's property without just compensation; board procedures used to review a permit application in which the board members rely on information provided to them outside the public meeting and which is not part of the public record ("ex parte communications").
- "Taking" property without compensation—contamination of a private well by road salt leaching into groundwater from an uncovered municipal sand/salt pile (See "Road Salt Contamination," "Legal Notes," *Maine Townsman*, November 1984) or by pollution leaching into groundwater from an old town landfill, which "takes" a property interest of the owner without compensation; a land use ordinance which is so restrictive that it deprives the owner of all reasonable use and enjoyment of his/her land.
- **Illegal searches**—conducting an inspection of private property for a code violation without the owner's permission or a court warrant where permission is required. (See MMA's *Manual for Local Code Enforcement Officers*.)

Maine's Civil Rights Act

The Maine Civil Rights Act (5 M.R.S.A. §§ 4681-46855) allows a person whose constitutional rights have been violated by means of threats, intimidation or coercion to bring a civil suit in Superior Court. Unlike the federal Civil Rights Act, which is structured to protect people from governmental actions, Maine's Civil Rights Act allows an aggrieved party to sue anyone in the public or private sector. The other major difference between the federal and State civil rights acts is that under the Maine Civil Rights Act, constitutional level violations must clearly be intentional.

Liability for Nonperformance of Duty

30-A M.R.S.A. § 2607 states that any municipal official, including the municipal officers, may be liable for a \$100 fine for refusing or neglecting to perform a duty of office. For example, when a person applies for a junkyard license and the municipal officers refuse without reason to even consider the application, this is a failure to perform a statutory duty. In most cases, the applicant will bring a lawsuit on other grounds as well (discrimination, for example), and not simply for violation of the statute.

Workplace Manslaughter Law

Title 17-A M.R.S.A. § 203(1)(C) contains a provision by which supervisors, including public officials, could be held criminally liable for manslaughter for the knowing or intentional violation of workplace safety laws which result in an employee's death. There are exceptions for volunteers performing public functions and for employees acting in a life-threatening situation.

What To Do If You Are Sued

As a municipal officer you face a greater risk of being sued than does the average private citizen. This is not a reflection on you personally. It simply is one of the downsides of public office. If you are sued, it is important to take immediate action to be defended. Frequently the municipality, the board, and the individual municipal officers will be named as defendants, and you will be served with papers by a sheriff.

If this happens, you first should make at least one copy of the paperwork. Next, contact the municipality's attorney and promptly notify the municipality's insurance carrier. The insurance company may have a lawyer on retainer to handle these lawsuits or it may leave it to the municipal officers to choose an attorney who will be paid through the insurance policy. Failure to notify your carrier promptly could jeopardize your insurance coverage.

After you have contacted the appropriate people, do not discuss the case with anyone (including friends, relatives or the press) unless and until authorized to do so by your attorney. It is difficult to keep silent in the face of a baseless lawsuit, but you may inadvertently hurt your case (or the municipality's or another municipal officer's case) by discussing the facts with other people. Although your attorney may want to control the release of the details of the case, documents filed with the courts will be public records.

Insurance Coverage

Types

The municipal officers should know what types of insurance policies the municipality has and should understand how those policies relate to their activities. The Maine Tort Claims Act provides immunity for certain acts or omissions, but it does not cover all operations. Outlined below are some of the basic types of insurance:

- Public Officials' and Employees' Liability. This is insurance that is usually intended to cover acts of public officials. This policy usually covers all elected and appointed public officials, public employees, and volunteers. Coverage for personal injury, fraud and unfair employment practices may or may not be included.
- General Liability. This is insurance for the operations of the municipality and
 provides coverage for bodily injury, property damage, and personal and advertising
 injury, including libel and slander, to members of the public who may suffer injury
 or damage caused by town property or employees.
- **Property.** This is insurance for damage or loss occurring to real and personal property of the municipality (buildings, contents, equipment etc.) from risks of direct physical loss or damage usually including but not limited to fire, lightening, explosion, windstorm or hail and vandalism. Additional available coverage may include flood, earthquake, extra expense, equipment breakdown, crime and others.
- **Fidelity Bonding.** This is insurance covering tax collectors, treasurers, and other officials who handle the municipality's funds. It is sometimes referred to as a "faithful performance" bond or a "surety" bond. (See Chapters 5 and 8 for discussion of the duties of various officials in financial matters.)
- Motor Vehicle Liability. This is insurance that provides coverage for physical
 damage that occurs to municipally-owned cars, trucks and other vehicles or damage
 to the property of others that is caused by municipally-owned vehicles. An issue
 that sometimes arises in connection with motor vehicles is where a public official

or employee uses his or her own motor vehicle for municipal business (e.g., to drive to a training session, go to the bank, attend a meeting). If the official or employee gets into an accident, many municipal insurance policies will require the individual's personal vehicle insurance policy to pay a claim first, with the municipality's policy paying only for excess claims. A number of municipalities felt that this is unfair to their officials and employees and have worked with their insurance carrier to revise the municipality's policy so that it covers the entire claim, not just the excess. However, Section 8112(9) of the Tort Claims Act was amended in 1995 to provide that a municipality is not required to defend or indemnify an employee or to pay the entire claim resulting from a municipal employee's use of a private automobile in the course and scope of employment, but is responsible for any amount of liability above the employee's personal insurance policy coverage limits up to the limits in section 8105.

 Workers' Compensation. This is insurance that meets the municipality's statutory workers' compensation obligations toward their employees for work-related injuries.

Understand the Insurance Policy

Different insurance carriers offer different variations of coverage under all of the above mentioned types of policies. There are other types of more specialized insurance policies available, such as ambulance/nurse malpractice, law enforcement liability, employee benefits liability, firefighters' professional liability, environmental pollution liability and others.

Should the municipality have any of these types of policies, the board should know who to contact when a claim is made. The municipal officers will often be the first people called when there is a problem or injury, so it is important to know what types of insurance the municipality has and who the agent or insurer is.

Most policies require that the insurer be notified of a claim within a certain amount of time after the loss occurs. A system ensuring that someone (the municipal officers, municipal clerk, or the town manager) is designated to contact the insurer should be established.

To get a basic understanding of any insurance policy, ask the insurance agent or insurance carrier some simple questions:

- who (or what) is covered and who (or what) is excluded from coverage;
- what acts or omissions are covered:

- what are the limits of insurance for property and liability and is there an aggregate limit;
- what are the covered causes of loss, and what causes of loss are excluded;
- is the policy a "claims made" policy or an "occurrence" policy. A claims made policy covers claims reported during the policy period that occur after the retroactive date (the first date "claims made" coverage went into effect and before the expiration date of the policy. An occurrence policy covers claims that occur during the policy period regardless of when the claim is reported.

Excess Insurance

Title 14 M.R.S.A. § 8116 provides that if the municipality has purchased insurance which is for an amount in excess of the \$400,000 and \$10,000 limits of liability established by the Maine Tort Claims Act, the municipality is deemed to have waived the statutory limits of liability; any damages award will be governed by the policy limits if the municipality or an official or employee is liable. The same is true if the policy provides coverage regarding activities for which the municipality or its officials and employees would be immune from liability under the Tort Claims Act; the immunity afforded by the statute is waived. An example of this waiver effect is where a town purchased insurance to cover injuries to people using the town beach. Under the Tort Claims Act, the town is immune from liability for injuries resulting from the use of a public outdoor recreation facility; however, the purchase of insurance coverage waives the statutory immunity. *Noel v. Town of Ogunquit*, 555 A.2d 1054 (Me. 1989).

Consequently, it is important to carefully coordinate the activities covered by and the limits of liability established in the municipality's insurance policy with the provisions of the Tort Claims Act in order to avoid an unintentional waiver of the protections afforded by the Tort Claims Act. There may be times where, as a matter of public policy, a municipality wants excess coverage, but this should be a conscious decision rather than the result of not having reviewed and discussed the insurance policy with the carrier.

It also is important to coordinate the insurance coverage needed under the Maine Tort Claims Act with the coverage needed to address possible liability under federal law. Again, this needs to be discussed with the municipality's insurance carrier. Input from the municipality's attorney also may be advisable.

Liability for Ultra Vires Acts

"Ultra vires" means beyond the power to do something. For example, the municipality does not have the authority to regulate the sale of alcoholic beverages, as this has been preempted

by State law. Also, if the municipality votes to use tax dollars to maintain a private road—generally an illegal act—the municipality will have committed an ultra vires act.

Ultra vires acts are void, and cannot be enforced. The municipality does not necessarily face legal liability when it exceeds its authority, although in some cases a person may claim specific harm or may sue to have the acts declared void. If so, the situation should be reviewed under the Tort Claims Act to determine whether liability exists.

This same theory also applies to the actions of the municipal officers, as a board and as individuals. For example, if the municipal officers enter a contract without prior town approval, they have exceeded their authority and may be liable to the municipality, the private contractor, or both.

In most cases, ultra vires acts are unintentional. That is, the municipal officers believe that they already have town approval, or that they do not need it. In these situations of a good faith, honest mistake, the municipal officers probably will not be personally liable.

The most common way to cure an ultra vires act of this sort is to seek town approval after the act is done. This is called "ratification." Even if the town refuses to ratify, it is unlikely that the municipal officers would be held personally liable for good faith acts taken in the municipality's best interest, although the municipality may still be liable to some third party who also dealt in good faith with the municipal officers.

Where the municipal officers knowingly and intentionally acted without authority, the municipality can rightly refuse to ratify the action. In those cases, the municipal officers are more likely to be found personally liable. If municipal money has been spent, the municipality could seek to recover it from the municipal officers; likewise, a third party could seek recovery of his/her losses from the municipal officers.

To avoid or minimize this ultra vires situation, a good rule of thumb is to seek town approval if town money is involved. The municipal officers may have the ability in some instances to spend or receive money without voter approval, but these would be exceptions.

Contractor Liability Insurance Coverage

Municipalities should review their contracts with independent contractors to ensure that their liability insurance is sufficient to cover any claims against the municipality for personal injury, death or property damage that may arise out of the contractor's performance. This is especially important for potentially hazardous work, such as construction, highway maintenance and

snow removal. (See Appendix 7 for an article entitled "How to Manage Contractor Liability," *Maine Townsman*, July 1997.)

Municipalities should require that contractors maintain liability insurance in the amount of the statutory limit and name the municipality and its officers, officials, employees and agents as additional insured. For contracts of longer duration, this requirement should also anticipate possible future increases in the statutory liability limit.

Municipalities that license taxicabs, limousines and towing services or that contract with concessionaries, such as at transportation or recreational facilities, should be requiring insurance at the new liability level as well. For additional information on a variety of issues relating to contracts, see Chapter 7 and Appendix 7.