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*Coventry Health Care of Missouri v. Nevils*, No. 16-149

To provide health benefits to federal employees, the Federal Employees Health Benefits Act (FEHBA) authorizes

the Office of Personnel Management to contract with private insurers. Those contracts require insurers to seek

subrogation or reimbursement when covered employees injured by third parties receive payments from those third

parties. The Missouri Supreme Court held that these contracts are invalid under Missouri law, notwithstanding an

express preemption provision in the FEHBA, which specifies that “[t]he terms of any [such] contract . . . which

relate to the nature, provision, or extent of coverage or benefits (including payments with respect to benefits) shall

supersede and preempt any State or local law, or any regulation thereunder, which relates to health insurance or

plans.” 5 U.S.C. § 8902(m)(1). Today, the U.S. Supreme Court granted certiorari to decide whether the FEHBA

preempts state laws barring insurers from pursuing subrogation remedies and whether the FEHBA's express-

preemption provision violates the Supremacy Clause.