

KEHP Tobacco Use Declaration

The Commonwealth of Kentucky is committed to fostering and promoting wellness and health in the workforce. As part of KEHP's LivingWell wellness program, KEHP offers a monthly discount in premium contribution rates for non-tobacco users. You are eligible for the non-tobacco-user premium contribution rates provided you certify, during the health insurance enrollment process, that you or any other person over the age of 18 to be covered under your plan has not regularly used tobacco within the past six months. "Regularly" means tobacco has been used four or more times per week on average excluding religious or ceremonial uses. "Tobacco" means all tobacco products including, but not limited to, cigarettes, pipes, chewing tobacco, snuff, dip, and any other tobacco products regardless of the method of use. "KEHP Health Insurance Enrollment Application" refers to any method of enrolling in KEHP health insurance coverage including submitting a paper application, completing and submitting an application online, or enrolling in KEHP health insurance coverage through an online enrollment system.

Whether you complete your KEHP health insurance enrollment online or submit a paper application, you are required to certify that all attestations regarding tobacco use are accurate. By completing the enrollment process, you certify the following:

1. I have truthfully answered all questions in my KEHP Health Insurance Enrollment Application regarding tobacco use by me, my spouse, and my dependents 18 years of age and over. My KEHP Health Insurance Enrollment Application accurately reflects the use of tobacco products in the past six months regarding myself and persons to be covered as a spouse or dependent under my insurance plan.
2. If I am completing my KEHP Health Insurance Enrollment Application during open enrollment, I understand that the tobacco-user premium contribution rates will apply beginning January 1, 2021, if I answered "Yes" to the tobacco use question.
3. If I am completing my KEHP Health Insurance Enrollment Application as a newly hired employee, I understand that the tobacco-user premium contribution rates will apply beginning on the first day of the second month after my hire date, if I answered "Yes" to the tobacco use question.
4. I understand that it is my responsibility to notify KEHP of any changes in my tobacco use or that of my spouse or a dependent covered under my insurance plan, including notification to KEHP if all tobacco users become ineligible for coverage or are otherwise terminated during the Plan Year. Notification shall be made by completing a Tobacco Use Change Form.
5. I understand that if I or a spouse or dependent to be covered under my insurance plan currently use tobacco products and stop using tobacco products during the Plan Year, I will be eligible for the discount non-tobacco premium contribution rates on the first day of the month following the signature date on the Tobacco Use Change Form certifying that neither I nor my spouse/dependent(s) regularly used tobacco products during the six months prior to completion of the Tobacco Use Change Form. Both cross-reference planholders must sign the Tobacco Use Change Form.
6. I understand that if I answered "No" to the tobacco use question and either I or a spouse or dependent covered under my insurance plan becomes a regular tobacco user at any time, I must notify KEHP and my contribution rates will be adjusted to the tobacco-user premium contribution rates on the first day of the month following the signature date on the Tobacco Use Change Form.
7. I understand that the tobacco use question is a part of my KEHP application for health insurance coverage. Any person who knowingly, and with the intent to defraud, files an application for insurance containing any materially false information, or who conceals, for the purpose of misleading, information concerning any fact material to the application, commits a fraudulent insurance act which is a crime.
8. I understand that if I fail to answer the tobacco use questions truthfully, KEHP may adjust my contribution rates retroactively to apply the applicable higher tobacco-user premium contribution rates. Upon written notification, I will pay to KEHP the difference between the tobacco-user and the non-tobacco user premium contribution rates for the period for which I falsely certified eligibility for the non-tobacco user premium contribution rates.
9. The KEHP offers monthly discounted premium contribution rates to non-tobacco users as a part of its LivingWell wellness program. Each KEHP member has at least one opportunity per Plan Year to qualify for the discount. KEHP is committed to helping you achieve your best health. Rewards for participating in a wellness program are available to all employees. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact the Department of Employee Insurance at **888-581-8834** or **502-564-6534** and we will work with you (and, if you wish, with your doctor) to find a wellness program with the same reward that is right for you in light of your health status.

Insurance Terms and Conditions

Below are the Terms and Conditions for participation in group life, dental, vision, and health insurance coverage administered by the Department of Employee Insurance (DEI).

An Employee and Retiree (where applicable) may affix a signature to a paper copy of the KEHP Health Insurance Enrollment Application, the Group Life Insurance Application, the Group Dental or Vision Applications, or an electronic version of the applications. By typing your name on an electronic application or by logging in and using your unique KHRIS User ID and enrolling through the Employee Self-Service portal, you are agreeing to conduct enrollment in life, health, dental, and vision insurance coverage by electronic means, thereby creating a legal and binding contract. By affixing your signature in either manner, you understand and agree that:

- A. Plan Year.** The 2021 Plan Year begins January 1, 2021, and ends at midnight on December 31, 2021.
- B. Effective Date of Elections.** If you are electing a health plan, dental plan, vision plan, or a Flexible Spending Account (FSA) during open enrollment, the coverage will be effective January 1 of the following Plan Year. If you are a new employee or a newly eligible employee electing insurance coverage or an FSA outside of open enrollment, the FSA and your insurance coverage will be effective the first day of the second month after a new employee or newly eligible employee is eligible to enroll. Employees enrolling in life insurance must be actively at work, full time, on the day the employee's insurance is scheduled to begin.
- C. Plan Information.** You have read and understood the 2021 Benefits Selection Guide (BSG). Plan rules and limitations are contained in the KEHP Summary Plan Descriptions (SPD) or Medical Benefit Booklets (MBB) and the Summary of Benefits and Coverage (SBC). Life insurance rules and limitations are outlined in the Certificate of Coverage (CoC). All benefits for your eligible dependents and you will be provided in accordance with the rules and limitations in the SPDs, MBBs, BSG, SBCs, and CoC. You will abide by all terms and conditions governing participation, membership, and receipt of services from the plan(s) in which you have enrolled and as set forth in the SPD, MBB, and CoC. In the event of a conflict between the terms of coverage stated in the SPDs, the MBBs, the BSG, the SBCs, and the CoC, the terms of coverage stated in the SPDs or MBBs and CoC will govern.
- D. Third Party Administrators.** DEI uses third parties, including Anthem, CVS/caremark, HealthEquity/WageWorks, Staywell, SmartShopper, and Nationwide Life Insurance Company to provide certain administrative functions. DEI may communicate with you directly or through these third parties about your insurance coverage, your benefits, or health-related products or services provided by or included in the Commonwealth's group health, dental/vision, or life insurance plans.
- E. Cross-Reference.** If your spouse and you elect the cross-reference payment option for health insurance, you are planholders with family coverage, and upon a loss of eligibility by either spouse, the remaining planholder will default to a parent-plus coverage level. The cross-reference payment option ceases upon loss of eligibility or employment by either spouse/planholder.
- F. Dependent Eligibility.** You certify that each enrolled dependent meets the dependent eligibility requirements as set forth in the SPD and MBB (health) and the CoC (life). DEI may require supporting documentation to verify the eligibility of any dependent enrolled or requesting to be enrolled in benefits. Spouses and step children are subject to re-verification every 24 months. Your failure to properly document dependent eligibility will result in the termination of the unverified dependent from your insurance plan(s).
- G. Changing Elections.** The elections indicated by your KEHP Health Insurance Enrollment Application, Group Dental or Vision Application, Group Life Insurance Application, or online enrollment may not be changed or cancelled during the Plan Year without a permitted Qualifying Event.
- H. Deduction from Earnings.** When you enroll in insurance coverage (health, dental, vision, or life) or an FSA, you authorize your employer to deduct from your earnings the amount required to cover your employee contribution to the FSA and insurance coverage you elected, including any arrears you may owe. Deductions for FSA and the employee contributions to health, dental, and vision insurance are made on a pre-tax basis unless you sign a Post-Tax Request Form. Deductions for life insurance premiums are made on a post-tax basis.
- I. Priority of Payments.** Any moneys submitted to DEI that you intend to be used to fund your FSA or pay for insurance premium contributions may first be used to pay other priority debts that may be due and owing, such as taxes and child support.
- J. Child and Adult Daycare FSA.** If you choose a Child and Adult Daycare FSA, you are eligible to seek reimbursement, as authorized by 26 U.S.C. Sections 21 and 129, for dependent care expenses. The Child and Adult Daycare FSA may only reimburse eligible dependent care expenses that are incurred during the applicable coverage period. Funds in your Child and Adult Daycare FSA may only be used to reimburse eligible child and adult daycare expenses and may not be refunded upon termination of the FSA for any reason.
- K. FSA Election and Carryover.** You may elect to contribute up to \$2,750 into a Healthcare FSA for Plan Year 2021 to pay for eligible health care expenses not paid for by your health insurance plan. Unused amounts of \$50 and up to a maximum of \$550.00 remaining in your Healthcare FSA at the end of the Plan Year will carry over to the next Plan Year and may be used to reimburse you for eligible expenses that are incurred during the subsequent Plan Year. You may use the Healthcare FSA carry over amounts whether or not you elect a Healthcare FSA for the subsequent Plan Year. Amounts over \$550.00 remaining in your Healthcare FSA at the end of the Plan Year are forfeited.
- L. HealthEquity/WageWorks Healthcare Card.** HealthEquity/WageWorks will administer FSAs and HRAs for the 2021 Plan Year and will issue a HealthEquity/WageWorks Healthcare Card to you for the payment of Healthcare FSA and HRA expenses. Your HealthEquity/WageWorks Healthcare Card will be suspended if requested claim verification is not sent to HealthEquity/WageWorks within ninety (90) days after the card swipe. You agree to follow all rules and guidelines established by the Plan concerning the HealthEquity/WageWorks Healthcare Card. The Plan reserves the right to deny access to the card, require repayment, deduct/withhold from your paycheck, and offset your Healthcare FSA or HRA if you fail to verify a claim.
- M. Waiving Health Insurance Coverage.** If you elect to waive KEHP health insurance coverage, with or without a Waiver Health Reimbursement Arrangement (HRA), you are doing so voluntarily. If your employer participates in the Waiver HRA program, there are two options available: the Waiver General Purpose HRA and the Waiver Limited Purpose HRA (formerly called the Waiver Dental/Vision Only HRA). You understand that you will be eligible for the Waiver General Purpose HRA only if you have other group health plan coverage. You further understand that your spouse and eligible dependents, if applicable, cannot be covered under the Waiver General Purpose HRA unless your spouse and dependents also have other group health plan coverage.

Insurance Terms and Conditions

- N. Waiver General Purpose HRA Rules.** If you elect a Waiver General Purpose HRA, you declare that you and your spouse and dependents, if applicable, are enrolled in another group health plan that provides minimum value. A “group health plan” refers to coverage provided by an employer, an employer organization, or a union. A “group health plan” does not include individual policies purchased through the Marketplace or governmental plans such as TRICARE, Veteran’s Benefits, Medicare, or Medicaid. A group health plan that provides “minimum value” means the plan pays at least 60% of the total allowed cost of covered benefits/services and participants or members in the plan are required to pay no more than 40% of the total allowed cost of covered benefits/services. If you elect a Waiver General Purpose HRA and cease to be covered under another group health plan that provides minimum value, you agree to notify KEHP within 35 days of the date that the other group health plan coverage ceased. In this event, coverage under the Waiver General Purpose HRA will be terminated and you may elect a KEHP health insurance plan option or the Waiver Limited Purpose HRA. Unused funds remaining in the Waiver General Purpose HRA upon termination are forfeited. You are permitted to permanently opt out of and waive future reimbursements from the Waiver General Purpose HRA at least annually at open enrollment.
- O. HRA Carryover.** Waiver HRAs: Unused amounts up to and including \$2,100 remaining in your Waiver HRA at the end of the Plan Year may be carried over to the next Plan Year provided you are eligible to elect an HRA. CDHP Integrated HRAs: Unused amounts up to and including \$7,500 remaining in your CDHP Integrated HRA at the end of the Plan Year may be carried over to the next Plan. You must elect the same type of HRA in a subsequent Plan Year for the funds to carry over.
- P. HRA/FSA Funds After Termination.** You may use funds remaining in an HRA or FSA after termination to reimburse you for eligible expenses incurred during the coverage period and prior to termination of the HRA or FSA. Upon termination of employment, including retirement, the remaining amounts in an HRA and FSA are forfeited, except that you may be reimbursed for any eligible expenses incurred prior to the last day of the last pay period worked, provided that you file a claim by March 31 following the close of the Plan Year in which the expense was incurred.
- Q. HRA and FSA Expense Reimbursement.** An HRA and/or Healthcare FSA may only reimburse you for medical expenses, as authorized by 26 U.S.C. Sections 105(b) and 213(d), that are incurred during the applicable coverage period. Federal law now permits you to use your HealthEquity/WageWorks card to pay for over-the-counter (OTC) medications, drugs, and menstrual care products. The Waiver Limited Purpose HRA may only reimburse you for eligible dental and vision expenses. If you have an FSA and an HRA, funds for eligible expenses will be reimbursed from your FSA first before being reimbursed from your HRA.
- R. HRA and FSA Run-Out Period.** You have a 90-day run-out period (until March 31) for reimbursement of eligible FSA and HRA expenses incurred during the period of coverage.
- S. Minimum Essential Coverage.** KEHP provides plan options that, under the Affordable Care Act, constitute minimum essential coverage that is affordable and provides a minimum value. As such, by receiving an offer of coverage through your employer, neither you, your spouse, nor your dependent(s) are eligible for a health insurance premium tax credit if purchasing insurance through the Marketplace.
- T. Coordination of KEHP Health Plans and Medicare Coverage.** In general, the four KEHP plan options and the Waiver General Purpose HRA must pay primary to Medicare. The Waiver Limited Purpose HRA pays secondary to Medicare.
- U. LivingWell Promise.** Federal law allows KEHP to reward members who participate in the KEHP’s LivingWell wellness program. In 2021, all four KEHP health plans are a part of the KEHP’s LivingWell wellness program and require completion of the LivingWell Promise in order to received premium discounts in Plan Year 2022.
- If you fulfilled your LivingWell Promise in 2020, you will receive a monthly premium discount of \$40.00 in 2021. If you did not fulfill your LivingWell Promise, you will not receive a monthly premium discount of \$40.00 in 2021.
 - If you elect a KEHP health plan in 2021, you must complete (1) an online Staywell Health Assessment; OR (2) a biometric screening between January 1, 2021, and July 1, 2021.
 - If you are a new employee and you choose a LivingWell plan option outside of open enrollment, you must complete the Health Assessment OR biometric screening within 90 days of your coverage effective date.
- V. Insurance Dependent Elections and Premium Refund.** It is your responsibility to timely notify DEI that either your dependent or your spouse is no longer eligible for health, dental, vision, or life insurance coverage. (See the eligibility provisions in your SPD, MBB, or CoC for more information on eligibility). “Timely” notice means that you advised DEI that a dependent or spouse is no longer eligible for insurance coverage within 90 days of the loss of eligibility. Upon notice that a dependent or spouse is no longer eligible for insurance coverage, DEI will refund your premium back to the date that eligibility ceased, up to a maximum of 90 days.
- W. HIPAA.** You have rights under HIPAA regarding the protection of your health information. KEHP will comply with the HIPAA Privacy and Security rules, and uses and disclosures of your protected health information will be in accordance with federal law. KEHP may use and disclose such information to business associates or other third parties only in accordance with KEHP’s Notice of Privacy Practices available at kehp.ky.gov (Health Insurance/ Docs, Forms, and Legal Notices).
- X. Fraud Warning.** Any person who knowingly, and with the intent to defraud, files an application for insurance containing any materially false information (including a forged signature or incorrect signature date), or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act which is a crime. You can be held responsible for any fraudulent act that you could have prevented while acting within your duties related to obtaining employer-sponsored health, dental, vision, and life insurance, and it may be used to reduce or deny a claim or to terminate your coverage. Information contained in your life insurance benefit elections, if incorrect or misleading, may void the policy effective as of the date of issuance.
- Y. Acknowledgement.** You have fully read these Terms and Conditions, the KEHP Legal Notices, and the KEHP Tobacco Use Declaration. Your signature on the KEHP Health Insurance Enrollment Application, the Group Dental or Vision Applications, the Group Life Insurance Application, or your electronic signature used for online enrollment certifies that all information provided during this enrollment opportunity is correct to the best of your knowledge.
- Z. Exceptions May Apply.** Exceptions may apply to employees of certain employers participating in KEHP’s health plan and the Commonwealth’s group dental, vision, and life insurance benefits. Exceptions may also apply to KTRS, KRS, LRP, and JRP retirees. Please refer to the participation rules of your employer or retirement system for further information.

KEHP Legal Notices

As a member of the Kentucky Employees' Health Plan (KEHP), you have certain legal rights. Several of those rights are summarized below. Please read these provisions carefully. To find out more information, you may contact the Department of Employee Insurance, Member Services Branch at **888-581-8834** or **502-564-6534** or visit kehp.ky.gov.

A. NOTICE ABOUT SPECIAL ENROLLMENT RIGHTS

Under the Health Insurance Portability and Accountability Act (HIPAA), you have "special enrollment" rights if you have a loss of other coverage or you gain a new dependent. In addition, you may qualify for a special enrollment in KEHP under the Children's Health Insurance Program Reauthorization Act of 2009 (CHIPRA).

1. HIPAA Special Enrollment Provision - Loss of Other Coverage

If you decline enrollment for yourself or your eligible dependent(s) (including your spouse) because of other health insurance or group health plan coverage (regardless of whether the coverage was obtained inside or outside of a Marketplace), you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 35 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

2. HIPAA Special Enrollment Provision - New Dependent as a Result of Marriage, Birth, Adoption, or Placement for Adoption

If you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependent(s). However, you must request enrollment within 35 days after the marriage, birth, adoption, or placement for adoption.

3. CHIPRA Special Enrollment Provision - Premium Assistance Eligibility

If you or your children are eligible for Medicaid or the Children's Health Insurance Program (CHIP) and you're eligible for health coverage from your employer, Kentucky may have a premium assistance program that can help pay for coverage using funds from the state's Medicaid or CHIP programs. If you or your dependent(s) are eligible for premium assistance under Medicaid or CHIP, as well as eligible for health insurance coverage through KEHP, your employer must allow you to enroll in KEHP if you aren't already enrolled. This is called a "special enrollment" opportunity, and you **must request coverage within 60 days of being determined eligible for premium assistance**. In addition, you may enroll in KEHP if you or your dependent's Medicaid or CHIP coverage is terminated because of loss of eligibility. An employee must request this special enrollment within 60 days of the loss of coverage. You can find more information and the required CHIP notice at kehp.ky.gov (Health Insurance/Docs, Forms, and Legal Notices).

B. WELLNESS PROGRAM DISCLOSURE AND NOTICE

LivingWell is KEHP's voluntary wellness program available to all persons who enroll in a KEHP health insurance plan or who waive health insurance coverage. The program is administered according to federal rules permitting employer-sponsored wellness programs that seek to improve employee health or prevent disease. Those federal rules include the Americans with Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Health Insurance Portability and Accountability Act, as applicable, among others. If you choose to participate in the wellness program, you will be asked to complete a voluntary health assessment or "HA" that asks a series of questions about your health-related activities and behaviors and whether you have or had certain medical conditions (e.g., cancer, diabetes, or heart disease). In lieu of completing an HA, you may complete a biometric screening, which will include a blood test to check your cholesterol and blood glucose levels. You are not required to complete the HA or to participate in the biometric screening or any other medical examination. However, employees who choose to participate in the LivingWell wellness program will receive an incentive in the form of discounted employee premium contributions for your health insurance coverage. Although you are not required to complete the HA or participate in the biometric screening, only employees who do so will receive the discounted health insurance premiums.

Additional incentives in the form of gift cards, consumer goods, and other prizes may be available for employees who participate in certain health-related activities such as walking challenges or quitting smoking. In addition, KEHP offers discounted, monthly employee premium contribution rates to non-tobacco users. Each KEHP member has at least one opportunity per Plan Year to qualify for the monthly premium contribution discount.

KEHP is committed to helping you achieve your best health. Incentives for participating in KEHP's LivingWell wellness program are available to all persons who enroll in a KEHP health insurance plan or who waive health insurance coverage. If you are unable to participate in any of the health-related activities, or you think you might be unable to meet a standard to earn an incentive under the LivingWell wellness program, you may request a reasonable accommodation or an alternative standard. Contact the Department of Employee Insurance, Member Services Branch at **888-581-8834** or **502-564-6534** and we will work with you (and, if you wish, with your doctor) to find a wellness program with the same incentive that is right for you in light of your health status.

Protections from Disclosure of Medical Information: KEHP is required by law to maintain the privacy and security of your personally identifiable health information. KEHP does not collect or retain personal health or medical information through its LivingWell wellness program; however, KEHP may receive and use aggregate information that does not identify any individual in order to design programs based on health risks identified in the workplace and that are aimed at improving the health of KEHP members. KEHP will never disclose any of your personal information either publicly or to your employer, except as necessary to respond to a request from you for a reasonable accommodation needed to participate in the wellness program, or as expressly permitted by law. Medical information that personally identifies you that is provided in connection with the wellness program will not be provided to your supervisors or managers and may never be used to make decisions regarding your employment.

Your health information will not be sold, exchanged, transferred, or otherwise disclosed except to the extent permitted by law to carry out specific activities related to the wellness program. You will not be asked or required to waive the confidentiality of your health information as a condition of participating in the wellness program or receiving an incentive. Anyone who receives your information for purposes of providing you services as part of the wellness program will abide by the same confidentiality requirements. The only individuals who may receive your personally identifiable health information are persons employed by Staywell (KEHP's wellness administrator) and Anthem (KEHP's third-party medical administrator). This may include nurses in Anthem's disease management program and health coaches in Staywell's health coaching program. Disclosure of your personally identifiable health information to these persons is necessary in order to provide you with services under the wellness program.

In addition, all medical information obtained through the wellness program will be maintained separate from your personnel records; information stored electronically will be encrypted; and no information you provide as part of the wellness program will be used in making any employment decision. Appropriate precautions will be taken to avoid any data breach. In the event a data breach occurs involving information you provide in connection with the wellness program, we will notify you as soon as it is feasible after discovery of the breach.

You may not be discriminated against in employment because of the medical information you provide as part of participating in the LivingWell wellness program, nor may you be subjected to retaliation if you choose not to participate.

If you have questions or concerns regarding this notice, or about protections against discrimination and retaliation, please contact the Department of Employee Insurance, Member Services Branch at **888-581-8834** or **502-564-6534**.

C. THE CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1986 (COBRA)

COBRA continuation coverage is a continuation of KEHP coverage when it would otherwise end because of a life event, also called a "qualifying event." After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." Qualified beneficiaries may elect to continue their coverage under the plan for a prescribed period of time on a self-pay basis. **Each qualified beneficiary has 60 days to choose whether or not to elect COBRA coverage, beginning from the later of the date the election notice is provided, or the date on which the qualified beneficiary would otherwise lose coverage under KEHP due to a qualifying event.** The KEHP's third-party COBRA administrator is HealthEquity/WageWorks. To learn more about COBRA and your rights under COBRA, please refer to the Medical Benefit Booklet or go to kehp.ky.gov (Health Insurance/Docs, Forms, and Legal Notices). Note: Extended COBRA election and premium payment deadlines may be applicable due to the declaration of a national emergency based on COVID-19.

D. THE WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998 (WHCRA)

Your plan, as required by WHCRA, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema. For more information regarding this coverage, please refer to your Medical Benefit Booklet or go to kehp.ky.gov (Health Insurance/Docs, Forms, and Legal Notices).

E. NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT OF 1996 (NEWBORNS' ACT)

Under federal law, group health plans generally may not restrict benefits for a hospital stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 (or 96, as applicable) hours. In any case, health insurance plans may not require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 (or 96) hours.

F. HIPAA PRIVACY NOTICE

KEHP gathers and collects demographic information about its members such as name, address, and social security numbers. This information is referred to as individually identifiable health information and is protected by HIPAA and related privacy and security regulations. HIPAA requires KEHP to maintain the privacy of your protected health information (PHI) and notify you following a breach of unsecured PHI. In addition, KEHP is required to provide to its members a copy of its Notice of Privacy Practices (NPP) outlining how KEHP may use and disclose your PHI to carry out treatment, payment, or health care operations, or for any other purposes that are permitted or required by law. The NPP also informs members about their rights regarding their PHI and how to file a complaint if a member believes their rights have been violated. KEHP's Notice of Privacy Practices and associated forms may be obtained by visiting kehp.ky.gov (Health Insurance/Docs, Forms, and Legal Notices).

G. KEHP PRESCRIPTION DRUG COVERAGE AND MEDICARE-NOTICE OF CREDITABLE COVERAGE

KEHP has determined that KEHP's prescription drug coverage is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

H. NOTICE OF AVAILABILITY OF SUMMARY OF BENEFITS AND COVERAGE (SBC)

As an employee or retiree, the health benefits available to you represent a significant component of your compensation/retirement package. Those benefits also provide important protection for you and your family in the case of illness or injury. KEHP offers a variety of health coverage options, and choosing the option that is right for you and your family is an important decision. To help you make an informed health coverage choice, KEHP publishes a Summary of Benefits and Coverage (SBC). For easier comparison, the SBC summarizes important information about your health coverage options in a standard format. The SBCs are only a summary. You should consult KEHP's Summary Plan Descriptions and/or Medical Benefit Booklets to determine the governing contractual provisions of the coverage. KEHP's SBCs are available on KEHP's website at kehp.ky.gov (Health Insurance/Docs, Forms, and Legal Notices). A paper copy is also available, free of charge, by contacting the Department of Employee Insurance, Member Services Branch at **888-581-8834** or **502-564-6534**.

I. WAIVER HEALTH REIMBURSEMENT ARRANGEMENT (HRA)

If an employer participates in the Waiver Health Reimbursement Arrangement (HRA) program through KEHP, an employee may elect to waive KEHP health insurance coverage and choose a Waiver HRA that is funded by the employer, up to \$2,100 a year. There are two Waiver HRA options: the Waiver General Purpose HRA and the Waiver Limited Purpose HRA (formerly called the Waiver Dental/Vision Only HRA). An employee is eligible for the Waiver General Purpose HRA only if the employee, and the employee's spouse and dependents, if applicable, have other group health plan coverage. An employee that elects a Waiver General Purpose HRA must attest that the employee and, if applicable, the employee's spouse and dependents are enrolled in another group health plan that provides minimum value. A "group health plan" refers to coverage provided by an employer, an employer organization, or a union. A "group health plan" does not include individual policies purchased through the Marketplace or governmental plans such as TRICARE, Veteran's Benefits, Medicare, or Medicaid. A group health plan that provides "minimum value" means the plan pays at least 60% of the total allowed cost of covered benefits/services and participants or members in the plan are required to pay no more than 40% of the total allowed cost of covered benefits/services. An employee that elects a Waiver General Purpose HRA and that ceases to be covered under another group health plan that provides minimum value is required to notify KEHP within 35 days of the date that the other group health plan coverage ceased. In this event, coverage under the Waiver General Purpose HRA will be terminated, and the employee may elect a KEHP health insurance plan option or the Waiver Limited Purpose HRA. Each employee is permitted to permanently opt out of and waive future reimbursements from the Waiver General Purpose HRA at least annually during open enrollment.