A Guide for Changing Your Health Insurance Coverage
Outside of the Open Enrollment Period

ANNUAL REQUIREMENT!
Hazardous Duty retirees MUST submit Form 6256 in order for eligible spouse and dependents to receive health insurance contribution. See Page 17.

YEARLY DEADLINE NOVEMBER 30 OR IMMEDIATELY FOLLOWING A QUALIFYING EVENT
KEHP is operated as a federally regulated, Section 125 Cafeteria Plan. In exchange for this benefit, there are only three times you can change your benefit elections during the plan year:

• During the enrollment period when you first become eligible for benefits;
• During the annual Enrollment period; or
• If you experience a life event, referred to as a “Qualifying Event.”

When you have a Qualifying Event

In all cases, any change in your plan option or coverage level must be consistent with the qualifying event. For most events, you must complete a *Retiree Health Insurance Enrollment/Change Form* and submit it to the KRS office within 35 calendar days of the event date. The only exception is gaining Medicaid which has a signature date of 60 days. You must submit dependent eligibility documentation, such as a marriage certificate or birth certificate, together with your *Retiree Health Insurance Enrollment/Change Form.*

Qualifying events are complicated and, at times, difficult to understand. There are restrictions on the types of changes you may make due to federal qualifying event rules. If you do not sign and date the required Forms in a timely manner, you will not be permitted to revise your coverage election until the next Enrollment period.

For additional information and forms for Qualifying Events: [https://kyret.ky.gov/Members/Insurance/Pages/Qualifying-Events.aspx](https://kyret.ky.gov/Members/Insurance/Pages/Qualifying-Events.aspx)
Qualifying Events
KEHP is provided through a Section 125 plan per the Internal Revenue Code. This allows Employees to pay for their Health Insurance premiums with pre-tax dollars. Section 125 plans are federally regulated, and the guidelines state that if an Employees’ Health Insurance or Flexible Spending Account is offered through a Section 125 plan, they cannot make a change to their Health Insurance or Flexible Spending Account options outside of the annual Open Enrollment period, unless they experience a permitted election change (referred to as a “Qualifying Event”).

A. To Enroll in KEHP Outside of the Annual Open Enrollment Period, the Individual:

1. Must Lose Coverage From:
   - An employer-sponsored group health plan;
   - An individual Health Insurance plan (must lose eligibility – failure to pay premiums is not a loss of eligibility);
   - A short-term, limited-duration insurance policy also known as “gap” insurance;
   - A student Health Insurance policy; or
   - A government coverage (TRICARE, Medicare, Medicaid, KCHIP)

Losing coverage from one of the following does not allow the individual to enroll outside of the annual Open Enrollment period:
   - Coverage only for accident or disability income insurance;
   - Coverage issued as a supplement to liability insurance;
   - Liability insurance;
   - Workers’ compensation or similar insurance;
   - Automobile medical payment insurance;
   - Credit-only insurance;
   - VA Benefits;
   - Coverage for on-site medical clinics; or
   - Other similar insurance coverage under which benefits for medical care are secondary or incidental to other insurance benefits.

2. Must Lose Coverage Due To:
   - A maximum benefits level being reached;
   - An insurance agency canceling the policy (other than for non-payment);
   - Coverage being provided under COBRA and COBRA has expired;

Coverage was non-COBRA and the coverage terminated due to loss of eligibility for coverage including but not limited to:
   - Legal separation, divorce, end of Dependent status, death of an Employee, termination of employment, reduction in hours or employer contributions for coverage were terminated; or
   - The plan no longer offers benefits for a group of individuals.

Not Due To:
   - Non-payment of insurance premiums – choosing to stop payment of a plan for any reason;
   - Non-renewal – choosing to stop renewal of a plan for any reason;
   - Cancellation of coverage by policyholder for policyholder or for a Dependent;
   - Increase in cost of coverage
   - Reduction of contributions or level of benefits.
B. General Guidelines

1. Event Date
The Event date is the date the event occurs. It is not the date the Employee or Dependent is notified of the event. The only exceptions to this are entitlement to:
- Medicare
- Medicaid
In the instances above, the Qualifying Event date can be the date the Employee or Dependent is notified.

2. Signature Date
The Signature Date is the date the Employee’s signature is on the applicable documentation. With the exception of gaining Medicaid which has a signature date of 60 days, all Qualifying Events have a signature deadline of 35 calendar days from the Event Date. All Qualifying Events have a signature deadline of 35 calendar days from the Event Date. It is important to know the deadlines for the Signature Date for all Qualifying Events.

To calculate the number of calendar days, begin counting on the day after the Qualifying Event. Example: If the Employee gets married on March 5, the Employee must sign the applicable forms within 35 calendar days from the event (marriage). Day one would be March 6, and day 35 would be April 9. The Employee’s signature must be on the applicable Forms no later than April 9.

Pre-Signing
Applicable forms may not be signed prior to the event date, except for the following:
- Loss of other health coverage;
- Gaining other health coverage;
- Entitlement to Medicare; and
- Spouse’s different Open Enrollment period

The timing of the signature date is critical. Employees must complete the Enrollment Forms and sign the applicable Forms before the signature date deadline. The Employee does not need to wait for any supporting documentation to arrive before the Form is signed.

3. Effective Date
The Effective Date is the date the coverage takes effect. Most Effective Dates are the first day of the month following the signature date. Coverage can NEVER be effective prior to the Event Date.

Always consider the following:
- If the Qualifying Event date is the first of the month, the Employee may pre-sign during the previous month.
  Example: If “loss of coverage” occurs on April 1, the Employee may sign the applicable documentation during the month of March. The Effective Date of the change will be April 1.
- If the Qualifying Event date is any other day of the month, the Employee may pre-sign during that month only.
  Example: If “loss of coverage” occurs on April 18, the Employee may sign the applicable documentation during the month of April. The Effective Date of the change will be May 1. The Employee is not permitted to sign in March since that would make the Effective Date April 1, which is effective prior to the event of April 18.

4. Supporting Documentation
Most all QEs must be validated with supporting documentation, such as, but not limited to marriage certificates, divorce agreements, or letters from employers. Before a Dependent can be added to a health insurance plan, verification documents must be provided. See Dependent Eligibility Chart on page 9.

5. Qualifying Event Charts
The Qualifying Event chart is your guide in knowing what mid-year election changes are permitted under a Section 125 plan, and the documentation that is required.
### Change In Employee’s Legal Marital Status

**Gain Spouse due to:**
- **Marriage**

**Marriage:**
**ADD:** Employee may enroll or increase Coverage Level for newly eligible Spouse and Dependent children. Plan Option change may be made. **DROP:** Employee may terminate or decrease Employee’s or Dependent’s coverage ONLY when such coverage becomes effective or is increased under the Spouse’s plan. (Gain of Other Coverage). Employee may not drop Health Insurance coverage and choose a Waiver HRA mid-year.

**Additional Documents:**
- Health Insurance
- Marriage Certificate
- Notification from employer, on employer’s letterhead or electronically, identifying the coverage Effective Date and the person(s) covered by the policy; or a copy of the new Health Insurance ID card(s) for each covered person, with coverage Effective Date; or an email from the employer with HR signature block; or a self-service enrollment confirmation that states the employer name, effective date and person(s) covered.

**Lose Spouse due to:**
- **Divorce**
- **Legal Separation**
- **Annulment**
- **Death**

**ADD:** May elect coverage for Employee, or Dependents who lose eligibility under Spouse’s plan if such individual loses eligibility as a result of the divorce, legal separation, annulment, or death. (Loss of Coverage).

**DROP:** Employee may terminate election ONLY for Spouse. Plan option change may be made.

**Additional Documents:**
- Health Insurance
- Divorce Decree/Court Order/Death Certificate
- Notification from employer on letterhead or electronically, that includes person(s) covered and coverage termination date; letter from insurance company with type of coverage, reason for termination, date of termination, and person(s) covered; or termination letter from governmental agency providing previous coverage.

### Change In Number of Employee’s Dependents

**Gain dependent due to:**
- **Birth**
- **Adoption**
- **Placement for adoption**

**ADD:** Employee may enroll or increase Coverage Level for self, Spouse and newly eligible Dependent children. Plan option change may be made.

**DROP:** Employee may terminate or decrease Employee’s or Dependent’s coverage if Employee or Dependent becomes eligible under Spouse’s plan.

**Additional Documents:**
- Health Insurance
- Birth Certificates/Court Order
- Notification from employer, on employer’s letterhead or electronically, identifying the coverage Effective Date and the person(s) covered by the policy; or a copy of the new Health Insurance ID card(s) for each covered person, with coverage Effective Date.

**Lose dependent due to:**
- **Death (child)**

**DROP:** Employee may drop coverage only for the deceased Dependent. Plan Option change may be made.

**Additional Documents:**
- Health Insurance
- Death Certificate

**Event causing employee’s dependent to cease to satisfy eligibility requirement**

**DROP:** Employee may decrease or terminate election only for affected Dependent. Plan Option change may be made.

**Additional Documents:**
- Health Insurance

**Dependent ceases to satisfy eligibility requirements – Aging out (over 26)**

**DROP:** Employee may decrease or terminate election only for affected Dependent. Plan Option change may be made.

**Automatic**

### Starting Employment

**Starting employment by employee (new hire)**

**ADD:** Provided that eligibility was gained for KEHP coverage, Employee may add coverage for Employee, Spouse, or Dependents.

**Additional Documents:**
- Health Insurance
- Employee Self-Service
| Starting employment by spouse or dependent | **DROP:** Employee may terminate or decrease Coverage Level if Employee, Spouse, or Dependent is added to Spouse’s or Dependent’s plan. Plan Option change may be made. | Additional Documents:  
• Health Insurance  
• Notification from employer, on employer’s letterhead or via electronically, identifying the hire date, the coverage Effective Date and the person(s) covered by the policy; or a self-serve enrollment confirmation that states the employer name, Effective date, and person(s) covered and notification from employer, on employer’s letterhead, identifying the hire date. A copy of the new Health Insurance ID card(s) for each covered person, with coverage Effective Date is not sufficient unless accompanied by some form of written verification from the employer identifying the hire date, coverage effective date and the person(s) covered by the policy. |
|---|---|---|
| **Termination of Employment**  
*By employee, spouse, or dependent that causes loss of eligibility (or other change in employment status)* | **Termination of employee’s employment**  
**DROP:** Employee, Spouse, and Dependent(s) coverage terminates.  
**Add:** Employee may enroll or increase Coverage Level for Employee, Spouse, or Dependents who lose eligibility under Spouse or Dependent employer’s plan. *(Loss of Coverage)* Plan Option change may be made. | **Additional Documents:**  
• Health Insurance  
• Notification from employer, on employer’s letterhead or via electronically, identifying the coverage termination date, the reason for coverage termination, and the person(s) covered by the policy; or letter form the insurance company showing the termination date, reason for termination, type of coverage, date of termination and person(s) covered. All forms of documentation should indicate that the reason for loss of coverage is the termination of the spouse’s or dependent’s employment. |
| **Clean transfer from one participating employer to another with no break in service** | No election changes permitted | Update Forms on file |
| **Small break transfer**  
1-10 working days | No election changes permitted | Update Forms on file |
| **Large break transfer**  
11 or more working days | Treat as new Employee. The new hire waiting period applies and Employee may make new elections. | **Additional Documents:**  
• Health Insurance |
| **Change in Coverage Under Other Employer Plan** | **ADD:** Employee may enroll or increase election for Employee, Spouse, or Dependents if Employee, Spouse or Dependents have elected or received corresponding decreased coverage under other employer plan.  
**DROP:** Employee may decrease or terminate Employee’s, Spouse or Dependent’s coverage. | **Additional Documents:**  
• Health Insurance  
• Proof of change in other employer coverage |
| **Open enrollment under other employer plan/different year** | **Employee may enroll or increase election for Employee, Spouse and Dependent(s). Corresponding changes can be made under employer’s plan.** | **Additional Documents:**  
- Health Insurance  
- Notification from employer on employer’s letterhead or electronically, identifying Open Enrollment period and deadline, Effective Date of plan, Persons being added or dropped from the policy. |
| --- | --- | --- |
| **Open Or Special Enrollment At Marketplace** | **ADD:** Employee may elect coverage for Employee, Spouse, or Dependent(s) provided OE is after KEHP OE.  
**DROP:** Employee may revoke election for Self, Spouse, and Dependent(s) provided the revocation corresponds to intended enrollment of Employee/Spouse/Dependent in coverage through the Exchange that is effective no later than the day after the last day of Employer-provided coverage. | **Additional Documents:**  
- Health Insurance  
- Documentation from Exchange insurer or the Exchange showing the person(s) covered and the effective date of coverage and a confirmation printout or letter from the Exchange showing the coverage was purchased through the Exchange.  
Coverage through the Exchange must be effective no later than the day after the last day of Employer-provided coverage. |
| **Loss of Health Coverage** | **Loss of eligibility for health coverage sponsored by a governmental or educational institution (Medicaid, KCHIP, Medicare)**  
**ADD:** Employee may enroll or increase Coverage Level for Employee, Spouse, or Dependent if Employee, Spouse, or Dependent loses group health coverage sponsored by governmental or educational institution. Prospective change only.  
**Additional Documents (if applicable):**  
- Medicaid & KCHIP  
- MET form  
- Medicare  
- Notification from Medicare | **Loss of eligibility for individual health coverage (marketplace)**  
**ADD:** Employee may enroll or increase Coverage Level for Employee, Spouse, or Dependent if Employee, Spouse, or Dependent loses group health coverage sponsored by governmental or educational institution. Prospective change only.  
**Additional Documents:**  
- Proof of loss of eligibility from Marketplace  
- Health Insurance | **Loss of group health coverage**  
**ADD:** Employee may elect coverage for Employee, Spouse, or Dependent who has lost other coverage if: (a) The Employee or Dependent was covered under a group health plan or had Health Insurance coverage at the time coverage was previously offered to the Employee or Dependent.  
**Additional Documents:**  
- Health Insurance  
- Notification from employer, on employer’s letterhead or via electronically, identifying the coverage termination date, the reason for coverage termination, and the person(s) covered under the policy; or a letter from the insurance company showing the termination date, reason for termination, type of coverage, date of termination and person(s) covered. The reason provided must be one that permits a QE. For instance, loss of coverage for the failure to pay premium is not a valid QE; however, the loss of coverage because the employer ceased to offer coverage is a valid QE. |
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<th>Other</th>
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| **Special enrollment due to eligibility for state premium assistance subsidy from Medicaid or CHIP** | **ADD:** Employee may elect coverage for Employee or Dependent who has become eligible for premium assistance subsidy from Medicaid or CHIP. Plan Option change may be made. | **Additional Documents:**  
  - Health Insurance |
| **Order requiring coverage for child under employee’s plan – signed by a judge** | **ADD:** Employee may change election to provide coverage for the child. | **Additional Documents:**  
  - Health Insurance  
  - Court Order  
  See Dependent Eligibility Chart |
| **Order requiring coverage for a dependent child, due to a new order releasing the employee – signed by a judge** | **DROP:** Employee may change election to terminate coverage for the child. | **Additional Documents:**  
  - Health Insurance  
  - Order signed by a judge |
| **Employee, spouse, or dependent becomes entitled to Medicare or Medicaid** | **DROP:** Employee may elect to cancel or reduce coverage for Employee, Spouse, or Dependent as applicable. | **Additional Documents:**  
  - Health Insurance  
  - Copy of Medicare card (showing Part A and B Effective Dates) or Initial eligibility letter from Medicare Office  
  - Medicaid Eligibility/Termination (MET) Form signed by the Division of Medicaid Services – Cabinet for Health and Family Services |
| **Employee Starts Military Leave (Unpaid)** | **Leave:** Employee on military leave may either terminate coverage or continue coverage. The Employer will continue to maintain the Participant’s benefits on the same terms and conditions as if the Participant were still an active Employee.  
**Return:** Reinstates prior elections unless another event has occurred that allows a change. | **Additional Documents:**  
  - Military Issued Orders or supporting documentation of military leave. |

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**DEPENDENT ELIGIBILITY AUDIT**

*Documents for new dependents/spouses who are added during 2020 will be requested by Alight, a KEHP vendor*

Alight is the Dependent/Spouse verification vendor for the Kentucky Employee Health Plans (KEHP). New dependents/spouses who are added during 2020 for New Retirees or Qualifying Events, will be required to submit verification documentation to Alight. This documentation includes marriage certificates, birth certificates, court orders, tax forms, etc.

Retirees will be working directly with Alight and KRS cannot submit the documents to Alight on your behalf.

If verification is not provided the dependent/spouse will be removed from the plan. If the dependent/spouse was previously verified by the Alight audit in 2018 they will not receive a request from Alight.
**Definition of Eligible Dependent(s)** | **Documentation**
---|---
**Spouse:** A person who is legally married to an Employee or Retiree. | A legible photocopy of the marriage certificate or a legible photocopy of the top half of the front page of the Employee/Retiree's most recent federal tax return (Form 1040).

**Common Law Spouse:** A person with whom you have established a common law union in a state which recognizes common law marriage (Kentucky does not recognize common law marriage). | A legible photocopy of the certificate or affidavit of common law marriage from a state that does recognize common law marriage.

**Child Age 0 to 25:** In the case of a child who has not yet attained his or her 26th birthday, “child” means an individual who is –
- A son, daughter, stepson, or stepdaughter of the Employee/Retiree, or
- An eligible foster child of the Employee/Retiree (eligible foster child means an individual who is placed with the Employee/Retiree by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction and includes court awards of guardianship or custody), or
- An adopted child of the Employee/Retiree (a legally adopted individual of the Employee/Retiree, or an individual who is lawfully placed with the Employee/Retiree for legal adoption by the Employee/Retiree). | **Natural Child:** A legible photocopy of the child's birth certificate showing the name of the Employee/Retiree as a parent, or a copy of the footprint certificate from the hospital indicating baby and parent's name, or verification of the birth document from the hospital indicating the names of the baby and parent.

**Step Child:** A legible photocopy of the child's birth certificate showing the name of the Employee/Retiree's Spouse as a parent; a legible copy of the marriage certificate showing the names of the Employee/Retiree and the Spouse; and a photocopy of the top half of the front page of the Employee/Retiree's most recent federal tax return (Form 1040).

**Legal Guardian, Adoption, or Foster Child(ren):** Legible photocopies of court orders, guardianship documents, or affidavits of dependency, with the presiding judge's signature and filed status; or legible adoption or legal placement decrees with the presiding judge's signature.

**Disabled Dependent:** A Dependent child who is totally and permanently disabled may be covered by KEHP beyond the end of the month in which he/she turns 26, provided the disability (a) started before his/her 26th birthday and (b) is medically-certified in writing by a physician. A Dependent child will be considered totally and permanently disabled if, in the judgment of KEHP’s medical Third Party Administrator (Anthem), the written certification adequately demonstrates that the Dependent child is unable to engage in any substantial gainful activity by reason of medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months. A Dependent child who is not already covered by KEHP at the time of his/her 26th birthday may not later be enrolled in KEHP on grounds of total and permanent disability unless and until he/she sustains a loss of other insurance coverage. In such a case, a request to enroll a Dependent child in KEHP on grounds of total and permanent disability must be made no later than 35 calendar days following the loss of other insurance coverage. | Anthem certifies all disabled Dependents based on medical necessity and Member's financial responsibility for the Dependent. Contact the Enrollment Information Branch at 502-564-1205 for more information. Dependents under age 26 will be enrolled by EIB as a disabled Dependent and Anthem will initiate disabled Dependent certification process. Dependent over age 26, EIB receives request from Member based on loss of other insurance coverage and requests Anthem to initiate disabled Dependent certification process.
## KEHP 2020 Benefits Grid

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<tr>
<th>Plan Options</th>
<th>LivingWell CDHP</th>
<th>LivingWell PPO</th>
<th>LivingWell Basic CDHP</th>
<th>LivingWell Limited High Deductible Plan</th>
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<td>In-Network</td>
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<td>Health Reimbursement Arrangement (HRA)</td>
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<td>Single $1000; Family $1,750</td>
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<td>Annual Medical Out-of-pocket Maximum**</td>
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<td>Single $5,250; Family $10,250</td>
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Deductibles & Out-of-Pocket Maximums for In-Network and Out-of-Network providers accumulate separately and do not cross apply.

**Co-Insurance**

- **Plan**: 85% Member: 15%
- **Plan**: 60% Member: 40%
- **Plan**: 80% Member: 20%
- **Plan**: 60% Member: 40%
- **Plan**: 70% Member: 30%
- **Plan**: 50% Member: 50%
- **Plan**: 50% Member: 50%
- **Plan**: 40% Member: 60%

**Doctor’s Office Visits**

- Deductible then 15%
- Deductible then 40%
- Co-Pay: $25 PCP; $45 Specialist
- Deductible then 40%
- Deductible then 30%
- Deductible then 50%
- Deductible then 50%
- Deductible then 60%

**Advanced Control Formulary**

**Value Formulary**

- 30-Day Supply***
  - Tier 1 - Generic
  - Tier 2 - Formulary
  - Tier 3 - Non-Formulary
  - Deductible then 15%
  - Deductible then 40%
  - $10
  - $35
  - $55
  - $20
  - $70
  - $110
  - Not Covered
  - Not Covered
  - Not Covered
  - Not Covered
  - Not Covered

- 90-Day Supply(Retail or Mail Order)***
  - Tier 1 - Generic
  - Tier 2 - Formulary
  - Tier 3 - Non Formulary
  - Deductible then 15%
  - Not Covered
  - Not Covered
  - Not Covered
  - Not Covered
  - Not Covered

- Physician Care (Inpatient/Outpatient/Other)
  - Deductible then 15%
  - Deductible then 40%
  - Deductible then 20%
  - Deductible then 40%
  - Deductible then 30%
  - Deductible then 50%
  - Deductible then 50%
  - Deductible then 60%

- Diagnostic Tests*** In Doctor’s Office
  - Deductible then 15%
  - Deductible then 40%
  - Office Visit Co-Pay
  - Deductible then 40%
  - Deductible then 30%
  - Deductible then 50%
  - Deductible then 50%
  - Deductible then 60%

- Other Laboratory
  - Deductible then 15%
  - Deductible then 40%
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  - Deductible then 40%
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  - Deductible then 60%

- In-Patient Hospital (Semi-Private Room)
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</tbody>
</table>

Notes: The boxed areas of the grid are components of each plan most often used by members when choosing a plan option, but are not all inclusive. You can refer to the Summary of Benefits and Coverage (SBC) for more information. KEHP has made every attempt to ensure the accuracy of the benefits outlined in this Benefits Grid. If an error has occurred, the benefits outlined in the 2020 Summary Plan Descriptions (SPDs) and Medical Benefit Booklets will determine how benefits are paid. Benefits are subject to the terms, conditions, limitations, and exclusions set forth in the SPDs.

* Co-pays do not accumulate toward the deductible, but they do accumulate toward the applicable out-of-pocket maximum.

** LivingWell CDHP, LivingWell Basic CDHP, and LivingWell Limited High Deductible Plan: all covered expenses apply to the out-of-pocket maximum, except routine well child and routine well adult. LivingWell PPO: the out-of-pocket maximum accumulates separately and independently for medical and prescription drug benefits.

*** Certain drugs to treat diabetes, COPD, and asthma are subject to reduced co-pays and co-insurance with no deductibles. A 90-day supply of maintenance drugs is subject to lower co-pays and co-insurance. Select preventive/maintenance drugs bypass the deductible on the CDHPs and the Limited High Deductible Plan.

**** Claims are processed based on provider billing type, which may include separate charges from a lab performing services outside of the doctor’s office visit.
Contact Information

KEHP Enrollment Hotline  888-581-8834 or 502-564-6534

<table>
<thead>
<tr>
<th>Health Insurance Benefits</th>
<th>KEHP Vendor Phone Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anthem</td>
<td>844-402-5347</td>
</tr>
<tr>
<td>CVS/Caremark</td>
<td>866-601-6934</td>
</tr>
<tr>
<td>StayWell Well-being</td>
<td>866-746-1316</td>
</tr>
<tr>
<td>Vitals SmartShopper</td>
<td>855-869-2133</td>
</tr>
<tr>
<td>WageWorks</td>
<td>877-430-5519</td>
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<thead>
<tr>
<th>Well-being Information</th>
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<td>StayWell Well-being</td>
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<table>
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<tr>
<th>Prescription Benefits</th>
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<td>CVS/Caremark</td>
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<table>
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<td>WageWorks</td>
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<th>Other Important Numbers and Websites</th>
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<td>LiveHealth Online</td>
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<tr>
<td>24/7 Nurseline</td>
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<td>24/7 Substance Use</td>
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<td>Personal Health</td>
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<td>Solera</td>
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<table>
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<th>Retirement Systems’ Phone Numbers</th>
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<tr>
<td>LRP and JRP Retiree Questions</td>
</tr>
<tr>
<td>KCTCS Retiree Questions</td>
</tr>
<tr>
<td>KRS Retiree Questions</td>
</tr>
<tr>
<td>TRS Retiree Questions</td>
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</table>

Kentucky Retirement Systems
1260 Louisville Road
Frankfort, KY 40601

Call Center
Monday - Friday
8:00 a.m. - 4:30 p.m. (Eastern Time)
1-502-696-8800 or 1-800-928-4646
Fax (502) 696-8822
Retiree Healthcare FAX (502) 696-8803

tyret.ky.gov
Plan Year 2020 RETIREE HEALTH INSURANCE ENROLLMENT/CHANGE FORM

Section 1: To Be Completed by Insurance Coordinator

<table>
<thead>
<tr>
<th>KHRIS Personnel Number</th>
<th>Hazardous Duty</th>
<th>Date of Retirement</th>
<th>Qualifying Event Date</th>
<th>Coverage Effective Date</th>
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<tbody>
<tr>
<td>KRS 80000 10006416</td>
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<td>KCTCRS 81000 10006417</td>
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<td>JRP 86000 10006419</td>
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<td>LRP 87000 10006420</td>
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Reason(s) for Application: Qualifying Event: Termination:
- Open Enrollment
- New Retiree
- Returning Retiree
- Return to Work Retiree
- Qualifying Event
- Exception
- Demographic Change
- Marriage
- Birth/Adoption/Placement
- Court Order for Child
- Divorce
- Death - Date: Loss of Individual Health
- Loss of Group Health
- Begin Medicare/Medicaid
- End Medicare/Medicaid
- Loss of KCHIP
- Special Enrollment
- Other
- Coverage End Date

Section 2: Demographic Information - Changes or Current (Circle one)

<table>
<thead>
<tr>
<th>Retiree's SSN</th>
<th>Retiree's Name (Last, First, MI)</th>
<th>Retiree's Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant's SSN</td>
<td>Applicant's Name (Last, First, MI) if plan holder is not the Retiree</td>
<td>Applicant's Date of Birth</td>
</tr>
</tbody>
</table>

Mailing Address

City, State, ZIP

Home County

Home Email Address

Sex: □ Male □ Female

Married: □ Yes □ No

Section 3: Spouse Information - Skip to Section 5 if electing single coverage - Changes or Current (Circle one)

<table>
<thead>
<tr>
<th>Spouse's SSN</th>
<th>Spouse's Name (Last, First, MI)</th>
<th>Date of Birth (mm/dd/yyyy)</th>
<th>Sex</th>
</tr>
</thead>
</table>

| Spouse's Date of Hire/Retirement | Spouse's Organizational Unit # | Spouse's Company # |

| Spouse's Home Email Address | Spouse Work Email Address |

Section 4: Dependent Information - Changes or Current (Circle one)

<table>
<thead>
<tr>
<th>Child #1 SSN</th>
<th>Name (Last, First, MI)</th>
<th>Natural Adopted Court Ordered Foster Step Disabled Date of Birth</th>
<th>Sex Male Female Add Drop Remain</th>
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<tbody>
<tr>
<td>Child #2 SSN</td>
<td>Name (Last, First, MI)</td>
<td>Natural Adopted Court Ordered Foster Step Disabled Date of Birth</td>
<td>Sex Male Female Add Drop Remain</td>
</tr>
<tr>
<td>Child #3 SSN</td>
<td>Name (Last, First, MI)</td>
<td>Natural Adopted Court Ordered Foster Step Disabled Date of Birth</td>
<td>Sex Male Female Add Drop Remain</td>
</tr>
<tr>
<td>Child #4 SSN</td>
<td>Name (Last, First, MI)</td>
<td>Natural Adopted Court Ordered Foster Step Disabled Date of Birth</td>
<td>Sex Male Female Add Drop Remain</td>
</tr>
</tbody>
</table>

***Required information for processing. Are you Medicare eligible due to Social Security disability? □ Yes □ No

I wish to utilize the Cross-reference payment option (two KEHP members, married with children - no LRP or JRP).

KRS Only: □ KRS-KERS □ CERS - Oth.Ag □ KRS-SPRS

If yes, who?
Section 5: Tobacco Use Declaration

Rules governing the Tobacco Use Declaration can be found in your Benefits Selection Guide or at kehp.ky.gov. You are eligible for the non-tobacco user premium contribution rates provided you certify that you or any other person to be covered under your plan has not regularly used tobacco within the past six months.

Planholder: Within the past 6 months, have you used tobacco regularly?
- [ ] Yes
- [ ] No

Has your spouse, if covered under this plan, used tobacco regularly within the past 6 months?
- [ ] Yes
- [ ] No

Have any children covered under this plan age 18 or older used tobacco regularly within the past 6 months?
- [ ] Yes
- [ ] No

Section 6: Coverage Level - Note: Verification documents may be required; check with your Insurance Coordinator or HR office.

- [ ] Single (self only)
- [ ] Parent Plus (self and child(ren))
- [ ] Couple (self and spouse)
- [ ] Family (self, spouse and child(ren))

Section 7: Plan Options - All plans require the LivingWell Promise to receive the monthly premium discount for the next plan year. Instructions on fulfilling your Promise can be found at LivingWell.ky.gov

- [ ] LivingWell CDHP
- [ ] LivingWell PPO
- [ ] LivingWell Basic CDHP
- [ ] LivingWell Limited High Deductible
- [ ] Default LivingWell Limited High Deductible - INSURANCE COORDINATOR USE ONLY
- [ ] Waive Coverage, No HRA - without $ ___________ Reason for Waiving: ___________

Section 8: Signatures - Please submit this application to your Company Insurance Coordinator - ADDRESS BELOW

By signing this application, I certify that the information provided in this application is true and correct to the best of my knowledge. I also certify that I have read, understand and agree to the Terms and Conditions of participation in the KEHP, the KEHP Legal Notices, and the Tobacco Use Declaration. These documents can be found in your benefits Selection Guide or online at kehp.ky.gov.

By typing my name in the space provided below, I am signing this application electronically and am agreeing to conduct this transaction by electronic means.

- [ ] Employee/Retiree Signature
- [ ] Date
- [ ] Applicant Signature - if plan holder is not the retiree
- [ ] Date
- [ ] Spouse Signature - REQUIRED if electing the cross-reference payment option
- [ ] Date
- [ ] IC/HRG Signature
- [ ] Date
- [ ] IC/HRG Printed Name
- [ ] IC/HRG Phone Number
- [ ] Spouse's IC/HRG Signature - REQUIRED if electing the cross-reference payment option
- [ ] Date
- [ ] Spouse's IC/HRG Printed Name
- [ ] Spouse's IC/HRG Phone Number

Kentucky Retirement Systems
1260 Louisville Road
Frankfort, KY 40601

Teachers' Retirement Systems
479 Versailles Road
Frankfort, KY 40601

LRP/JRP
305 Ann Street
Frankfort, KY 40601

2020 Retirement Health Insurance Enrollment/Change Form / Page 2 of 2 Rev. 08/27/2019
Designation of Spouse and/or Dependent Child for Health Insurance Contributions

Only dependents who meet the definition of a Dependent Child as defined by KRS 16.505(17) are eligible to receive health insurance contributions.

Form 6256 DOES NOT enroll you or your dependents in a health insurance plan. This form establishes health insurance contribution for Spouse and Dependent Children.

Complete this form if you are a General Assembly Retiree, Hazardous Duty Retiree, Surviving Spouse Beneficiary receiving General Assembly, Hazardous Duty, or duty related benefits under the Fred Capps Memorial Act and electing to cover a spouse and/or dependent child on health insurance.

If you are a recipient as outlined above, you must complete and submit Form 6256 Designation of Spouse and/or Dependent Child for Health Insurance Contributions to the Kentucky Retirement Systems (KRS):

- During the annual open enrollment period prior to January 1 each year.
- Upon your health insurance dependent child obtaining 18 years of age.
- Upon initial enrollment of your health insurance dependent(s).

You are required to notify KRS when your health insurance dependent has a change in marital or full-time student status.

**Member Information**

<table>
<thead>
<tr>
<th>Member Name:</th>
<th>Member ID:</th>
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<tr>
<td>Address:</td>
<td>City:</td>
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<tr>
<td>Phone Number:</td>
<td>Is this a new address?</td>
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</table>

**Spouse Information**

If different than member.

<table>
<thead>
<tr>
<th>Spouse Name:</th>
<th>Social Security Number:</th>
<th>Spouse Date of Birth:</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>Zip Code:</td>
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</table>

Only dependents who meet the definition of a Dependent Child as defined by KRS 16.505(17) are eligible to receive health insurance contributions. KRS 16.505(17) states "Dependent Child" means a child in the womb and a natural or legally adopted child of the member who has neither attained age eighteen (18) nor married or who is an unmarried full-time student who has not attained age twenty-two (22). Solely in the case of a member who dies as a direct result of an act in line of duty or who dies as a result of a duty-related injury, "Dependent Child" also means a naturally or legally adopted disabled child regardless of age, to the member if the child has been determined to be eligible for federal Social Security disability benefits or is being claimed as a qualifying child for tax purposes due to the child's total and permanent disability. **Note: Stepchildren and Grandchildren must be legally adopted in order to qualify as Dependent Child per this statute.**

**Dependent Child Information (Age 18-22 Dependent Information Only)**

<table>
<thead>
<tr>
<th>Dependent Child Name:</th>
<th>Social Security Number:</th>
<th>Dependent Child Date of Birth:</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>Zip Code:</td>
<td></td>
</tr>
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</table>

Relationship to Member:  ☐ Natural Child  ☐ Adopted Child

Is this dependent child married or has this dependent child been married previously?  ☐ Yes  ☐ No

Is this dependent child age 18 or older?  ☐ Yes  ☐ No

Is this dependent child a full-time student?  ☐ Yes  ☐ No
Dependent Child Information (Age 18-22 Dependent Information Only)

<table>
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<th>Field</th>
<th>Value</th>
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<tbody>
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<td>Dependent Child Name:</td>
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</tr>
<tr>
<td>Social Security Number:</td>
<td></td>
</tr>
<tr>
<td>Dependent Child Date of Birth:</td>
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<tr>
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<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td></td>
</tr>
<tr>
<td>Zip Code:</td>
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</tr>
</tbody>
</table>

Relationship to Member:  
- Natural Child
- Adopted Child

Is this dependent child married or has this dependent child been married previously?  
- Yes
- No

Is this dependent child age 18 or older?  
- Yes
- No

Is this dependent child a full-time student?  
- Yes
- No

Certification

I, ____________________________ (Member Name), do hereby certify that the person(s) designated above is the retiree's spouse* and/or dependent child** as defined by law as, "a child in the womb and a natural or legally adopted child of the member who has neither attained age eighteen(18) nor married or who is an unmarried full-time student who has not attained age twenty-two (22). Solely in the case of a member who dies as a direct result of an act in line of duty or who dies as a result of a duty-related injury, "dependent child" also means a naturally or legally adopted disabled child regardless of age, of the member if the child has been determined to be eligible for federal Social Security disability benefits or is being claimed as a qualifying child for tax purposes due to the child's total and permanent disability. I agree that I will immediately provide written notification to Kentucky Retirement Systems as soon as the person(s) designated above no longer qualifies as a spouse* and/or dependent child** as defined by KRS 16.505(17). I understand that Kentucky Retirement Systems shall immediately cease to pay the portion of the health insurance premium made on behalf of the person designated above when that person no longer qualifies as a spouse* or dependent child** as defined by KRS 16.505(17). I understand and agree that I will be responsible for and shall be required to repay any insurance benefits paid on behalf of the person(s) designated above if the said person is not a spouse* or dependent child** as defined by KRS 16.505(17) or if I fail to notify Kentucky Retirement Systems when dependent child marries, ceases to be a full-time student, or otherwise ceases to qualify as a dependent child as defined by KRS 16.505(17).

*105 KAR 1:410  
**KRS 16.505(17)

I hereby certify that the information provided on this Form 6256, Designation of Spouse and/or Dependent Child for Health Insurance, is true and correct. I further acknowledge that I have full understanding that any person who provides a false statement, report, or representation is subject to penalty or perjury under KRS 523.010 to KRS 523.110.

Member Signature: ____________________________  
Date: ____________________________
Hazardous Dependent Eligibility & Verification

YOU MUST COMPLETE FORM 6256 BY NOVEMBER 30 EVERY YEAR OR IMMEDIATELY FOLLOWING A QUALIFYING EVENT

Children Eligible for Coverage and Premium Contributions: Each plan year, the spouse and each dependent child of retired hazardous members of KERS, CERS, and SPRS, as well as some disabled members, may be eligible to receive an insurance contribution based upon the retired member’s service. Pursuant to KRS 16.505(17), “Dependent child” means a child in the womb and a natural or legally adopted child of the member who has neither attained age eighteen (18) nor married or who is an unmarried full-time student who has not attained age twenty-two (22). Solely in the case of a member who dies as a direct result of an act in line of duty or who dies as a result of a duty-related injury, “dependent child” also means a naturally or legally adopted disabled child regardless of age, of the member if the child has been determined to be eligible for federal Social Security disability benefits or is being claimed as a qualifying child for tax purposes due to the child’s total and permanent disability. Retired members with children who do not meet this definition may be able to cover their children under the KEHP plan, but will not receive a contribution amount toward the coverage of those children.

Establishing Eligibility: To establish your child’s eligibility for the hazardous contribution toward health insurance for the next plan year, you must certify the child’s eligibility on a completed Form 6256, Designation of Spouse and/or Dependent Child for Health Insurance Contributions. This certification form must be completed annually to receive the contribution. If you submit the required certification and your child is an eligible “dependent child” pursuant to KRS 16.505(17), the contribution will be made for the applicable plan year. Additionally, you must certify that you will immediately provide KRS written notification when your child no longer qualifies. You will be required to reimburse KRS for premiums paid if you make a false or incorrect certification that a child meets the eligibility requirements or if you fail to immediately notify KRS when a child no longer meets the eligibility requirements.

Spousal Coverage: If your spouse has health insurance under your account, a Form 6256, Designation of Spouse and/or Dependent Child for Health Insurance Contributions must be completed and submitted to KRS before the beginning of each plan year, or immediately following a qualifying event, for your spouse to receive the hazardous contribution toward health insurance for that plan year. If you divorce a spouse who is covered by health insurance under your KRS account, you must notify our office promptly. An ex-spouse is not eligible to remain on your plan. You must submit a new health insurance enrollment form with your ex-spouse removed (or a signed written statement to completely cancel a plan) to this office as soon as the divorce is final. A copy of the Dissolution of Marriage must be provided to KRS as soon as that is available. Without proper notification and documentation, you will be required to reimburse KRS for premiums paid on behalf of an ex-spouse who is no longer eligible for health insurance under your account.

Children Eligible for Coverage: Pursuant to the Affordable Care Act, children are eligible to remain covered by the parent or guardian’s health insurance until the first day of the month following their 26th birthday regardless of marital status. Step-children, foster children, and children for whom you have been named guardian may also remain on the plan until the first day of the month following their 26th birthday. (In some cases, disabled dependents can be carried past their 26th birthday.)
1. Select Plan


<table>
<thead>
<tr>
<th>Plan Option</th>
<th>Single</th>
<th>Parent Plus</th>
<th>Couple</th>
<th>Family</th>
<th>Family X-Ref**</th>
</tr>
</thead>
<tbody>
<tr>
<td>LivingWell CDHP</td>
<td>$710.94</td>
<td>$982.30</td>
<td>$1,342.78</td>
<td>$1,500.50</td>
<td>$821.36</td>
</tr>
<tr>
<td>LivingWell PPO</td>
<td>$731.82</td>
<td>$1,044.12</td>
<td>$1,604.96</td>
<td>$1,787.46</td>
<td>$881.40</td>
</tr>
<tr>
<td>LivingWell Limited High Deductible Plan</td>
<td>$608.24</td>
<td>$866.76</td>
<td>$1,334.18</td>
<td>$1,485.46</td>
<td>$731.68</td>
</tr>
<tr>
<td>LivingWell Basic CDHP</td>
<td>$683.58</td>
<td>$942.52</td>
<td>$1,457.82</td>
<td>$1,624.66</td>
<td>$801.82</td>
</tr>
</tbody>
</table>

** Retiree Portion. If you need assistance calculating your family cross-reference premium, contact KRS. You must contact your spouse's insurance coordinator for information for spouse's portion of the premium.

NOTICE: Nonhazardous Retirees who elect the LivingWell CDHP, LivingWell PPO or LivingWell Basic CDHP with a coverage level of Parent Plus, Couple, Family or Family Cross Reference:

The Maximum Contribution allowed for the LivingWell CDHP is $710.94, the Maximum Contribution allowed for the LivingWell PPO is $731.82 and the Maximum Contribution allowed for the LivingWell Basic CDHP is $683.58. Retirees and beneficiaries may also contact the retirement office for assistance in determining insurance costs.

2. Service Credit

Subtract the following, based upon your months of service.

<table>
<thead>
<tr>
<th>Applicant's months of Service</th>
<th>Contribution based on Plan selected</th>
<th>Your Subtotal before fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>240+ months or more</td>
<td>LivingWell CDHP $710.94</td>
<td>Box 1 subtract Box 2</td>
</tr>
<tr>
<td>Contribution based on Plan selected</td>
<td>LivingWell PPO $731.82</td>
<td></td>
</tr>
<tr>
<td>180 - 239 months</td>
<td>LivingWell Limited High Deductible Plan $608.24</td>
<td>$548.87</td>
</tr>
<tr>
<td>120 - 179 months</td>
<td>LivingWell Basic CDHP $683.58</td>
<td>$365.91</td>
</tr>
<tr>
<td>48 - 119 months</td>
<td></td>
<td>$182.96</td>
</tr>
<tr>
<td>0 - 47 months</td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

3. Tobacco Status

Select one, based upon tobacco usage in the past six months. If you are a tobacco user, you will be required to pay the amount in box 3.

- Non-tobacco user +$0.00
- Retiree or beneficiary uses tobacco selecting Single coverage +$40.00
- Retiree or beneficiary uses tobacco selecting Family, Parent Plus, or Couple coverage +$80.00

4. LivingWell Promise

Select one. If you did not fulfill the LivingWell Promise for plan year 2019, you will be required to pay the amount in Box 4 in 2020.

- Promise Completed +$0.00
- Applicant failed to complete Promise +$40.00

* KRS does not pay a contribution for coverage on behalf of a beneficiary receiving a monthly retirement benefit. Beneficiaries obtaining coverage should enter “$0.00” in Box 2. Exception: If you are a spouse beneficiary or a dependent child receiving a monthly benefit under the Fred Capps Memorial Act, contact KRS.
HAZARDOUS DUTY RETIREES WITH HEALTH INSURANCE DEPENDENTS

Please see page 17 for more Information Changes and contribution information.

You MUST SUBMIT a FORM 6256 EVERY YEAR.
You MUST provide eligibility documentation for your dependent(s) if it is not already on file with KRS.

CHILD: If your dependent child is between the ages of 18 and 22, You MUST complete Form 6256 (page 17). A Birth certificate or other supporting documentation will be required if not on file with KRS.

SPOUSE: You MUST complete Form 6256 (page 15). A marriage certificate or other supporting documentation will be required if not on file with KRS.

Note: If you fail to notify KRS of changes in your dependent’s eligibility (child AND spouse), you will BE REQUIRED TO REPAY any insurance benefits paid on behalf of the ineligible person. See page 17.

Note: You may continue to cover Dependents of Hazardous Duty between the ages of 22-26 as they are eligible for coverage but not eligible for the Premium Contribution. Retiree will be responsible for the additional cost for coverage.

1. Select Plan

<table>
<thead>
<tr>
<th>Plan Option</th>
<th>Single</th>
<th>Parent Plus</th>
<th>Couple</th>
<th>Family</th>
<th>Family X-Ref*</th>
</tr>
</thead>
<tbody>
<tr>
<td>LivingWell CDHP</td>
<td>$710.94</td>
<td>$982.30</td>
<td>$1,342.78</td>
<td>$1,500.50</td>
<td>$821.36</td>
</tr>
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<td>LivingWell PPO</td>
<td>$731.82</td>
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<td>$1,604.96</td>
<td>$1,787.46</td>
<td>$881.40</td>
</tr>
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<td>$608.24</td>
<td>$866.76</td>
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<td>$683.58</td>
<td>$942.52</td>
<td>$1,457.82</td>
<td>$1,624.66</td>
<td>$801.82</td>
</tr>
</tbody>
</table>

* Retiree Portion. If you need assistance calculating your family cross-reference premium, contact KRS. If Cross-Reference option is selected and the retiree has a surplus of contribution to cover the retiree’s portion of the premium, it will be applied to the spouse’s portion of the premium.

2. Service Credit
Subtract the following, based upon your months of service.

<table>
<thead>
<tr>
<th>Applicant’s months of Service</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>240+ months</td>
<td>$731.82</td>
</tr>
<tr>
<td>180 - 239 months</td>
<td>$548.87</td>
</tr>
<tr>
<td>120 - 179 months</td>
<td>$365.91</td>
</tr>
<tr>
<td>48 - 119 months</td>
<td>$182.96</td>
</tr>
<tr>
<td>0 - 47 months</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

HAZARDOUS DUTY RETIREES WITH HEAL TH INSURANCE DEPENDENTS

Please see page 17 for more Information Changes and contribution information.

You MUST SUBMIT a FORM 6256 EVERY YEAR.
You MUST provide eligibility documentation for your dependent(s) if it is not already on file with KRS.

CHILD: If your dependent child is between the ages of 18 and 22, You MUST complete Form 6256 (page 17). A Birth certificate or other supporting documentation will be required if not on file with KRS.

SPOUSE: You MUST complete Form 6256 (page 15). A marriage certificate or other supporting documentation will be required if not on file with KRS.

Note: If you fail to notify KRS of changes in your dependent’s eligibility (child AND spouse), you will BE REQUIRED TO REPAY any insurance benefits paid on behalf of the ineligible person. See page 17.

Note: You may continue to cover Dependents of Hazardous Duty between the ages of 22-26 as they are eligible for coverage but not eligible for the Premium Contribution. Retiree will be responsible for the additional cost for coverage.
3. Spouse & Dependent Coverage
Select one. If you retired **August 1, 1998** or after, your additional contribution toward Parent Plus, Couple or Family coverage is based upon hazardous duty service credit only. Apply your service credit to the table below to determine your additional contribution if selecting Parent Plus, Couple or Family coverage. Please enter this value in Box 3.

If you retired **prior to August 1, 1998**, your additional contribution toward Parent Plus, Couple or Family coverage is based upon total service credit. Apply your total service credit to the table below to determine your additional contribution if selecting Parent Plus, Couple or Family coverage. Please enter this value in Box 3.

### Hazardous Service Only

<table>
<thead>
<tr>
<th>Hazardous Service Only</th>
<th>Parent Plus</th>
<th>Couple</th>
<th>Family</th>
<th>Family X-Ref</th>
</tr>
</thead>
<tbody>
<tr>
<td>240+ months</td>
<td>$312.30</td>
<td>$873.14</td>
<td>$1,055.64</td>
<td>$1,030.98</td>
</tr>
<tr>
<td>180 - 239 months</td>
<td>$234.23</td>
<td>$654.86</td>
<td>$791.73</td>
<td>$773.24</td>
</tr>
<tr>
<td>120 - 179 months</td>
<td>$156.15</td>
<td>$436.57</td>
<td>$527.82</td>
<td>$515.49</td>
</tr>
<tr>
<td>48 - 119 months</td>
<td>$78.08</td>
<td>$218.29</td>
<td>$263.91</td>
<td>$257.75</td>
</tr>
<tr>
<td>0 - 47 months</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

1 If you retired prior to August 1, 1998, your additional contribution toward Parent Plus, Couple or Family coverage is based upon total service credit.

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4. Tobacco Status
Select one, based upon tobacco usage in the past six months. If you are a tobacco user, you will be required to pay the amount in box 4.

- Non-tobacco user: +$0.00
- Retiree or beneficiary uses tobacco selecting Single coverage: +$40.00
- Retiree or beneficiary uses tobacco selecting Family, Parent Plus, or Couple coverage: +$80.00

5. LivingWell Promise
Select one. If you did not fulfill the LivingWell Promise for plan year 2019, you will be required to pay amount in Box 5 in 2020.

- Promise Completed: +$0.00
- Applicant failed to complete Promise: +$40.00

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**Total Monthly Premium**

Subtotal (Box 1 - Box 2 - Box 3) + Box 4 +Box 5 = Total
1. Select Plan


<table>
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<td>$1,624.66</td>
<td>$801.82</td>
</tr>
</tbody>
</table>

** Retiree Portion. If you need assistance calculating your family cross-reference premium, contact KRS. You must contact your spouse's insurance coordinator for information for spouse's portion of the premium.

2. Nonhazardous Service Credit

Subtract the following, based on the calculation of Years of Nonhazardous Service multiplied by the Health Insurance Dollar Contribution Amount.

- **Dollar Contribution Amount**
  - $13.58

- **X FULL Years of Nonhazardous Service**
  - **BOX 2 TOTAL**

Calculate the KRS Service Credit Dollar Amount by multiplying the Years of Nonhazardous Service by the Health Insurance Dollar Contribution Amount.

* KRS does not pay a contribution for coverage on behalf of a beneficiary receiving a monthly retirement benefit. Beneficiaries obtaining coverage should enter "$0.00" in Box 2. Exception: If you are a spouse beneficiary or a dependent child receiving a monthly benefit under the Fred Capps Memorial Act, contact KRS.

3. Hazardous Service Credit

Subtract the following, based on the calculation of Years of Hazardous Service multiplied by the Health Insurance Dollar Contribution Amount.

- **Dollar Contribution Amount**
  - $20.37

- **X FULL Years of Hazardous Service**
  - **BOX 3 TOTAL**

Calculate the KRS Service Credit Dollar Amount by multiplying the Years of Service by the Health Insurance Dollar Contribution Amount, using the appropriate Hazardous and Nonhazardous service credit.

Box 1 subtract Box 2 and/or subtract Box 3
For service in a Nonhazardous position, you will receive a monthly dollar contribution of $13.58 for each year of service per month. The Dollar Contribution Amount will increase by 1.5% on July 1st.

**EXAMPLE:** If you began participating September 1, 2003 in a Nonhazardous position, and retired effective October 1, 2013, you would receive $135.80 per month towards health insurance premiums.

For service in a Hazardous position, you will receive a monthly contribution of $20.37 for each year of service per month. The Dollar Contribution Amount will increase by 1.5% on July 1st.

**EXAMPLE:** If you began participating September 1, 2003 in a hazardous position, and retired effective October 1, 2013, you would receive $203.70 per month towards health insurance premiums.

If you have Hazardous and Nonhazardous service, you will receive contribution based on the amount of full years of service for each.

**EXAMPLE:** If you began participating September 1, 2003 in a Nonhazardous position until September 30, 2008 (5 years x $13.58 = $67.90), and then began participating October 1, 2008 in a hazardous position, and retired effective November 1, 2013 (5 years x $20.37 = $101.85), you will receive $169.75 per month towards health insurance premiums ($67.90 + $101.85 = $169.75).

If you have a partial year of Hazardous service and a partial year of Nonhazardous service, they can be combined to equal a full year, you will receive 1 year of Nonhazardous service.

**EXAMPLE:** If you have 9 years and 6 months of Nonhazardous service and 6 months of Hazardous service, your insurance contribution will be based on 10 years of Nonhazardous service. You will receive $135.80 per month towards health insurance premiums.

If you are receiving a monthly retirement benefit, that qualifies you to receive a Health Insurance Percentage contribution and are also receiving a monthly retirement benefit that qualifies you to receive a Health Insurance Dollar Contribution Amount, please contact the retirement office for help calculating your cost.
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 Form, the Group Life Insurance Application, the Group Dental or Vision Application, or an electronic version of the forms. By typing your name on an electronic form 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 2020 Plan Year begins January 1, 2020, and ends at midnight on December 31, 2020.

**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 2020 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, BSGs, 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 BSGs, 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, WageWorks, StayWell, Vitals, 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. 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 Form, 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.

**K. FSA Election and Carryover.** You may elect to contribute up to $2,700 into a Healthcare FSA for Plan Year 2020 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 $500.00 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 carryover amounts whether or not you elect a Healthcare FSA for the subsequent Plan Year. Amounts over $500.00 remaining in your Healthcare FSA at the end of the Plan Year are forfeited.

**L. WageWorks Healthcare Card.** WageWorks will administer FSAs and HRAs for the 2020 Plan Year and will issue a WageWorks Healthcare Card to you for the payment of Healthcare FSA and HRA expenses. Your WageWorks Healthcare Card will be suspended if requested claim verification is not sent to WageWorks within ninety (90) days after the card swipe. You agree to follow all rules and guidelines established by the Plan concerning the 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 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.
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 Dental/Vision ONLY 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 $5,000 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 Year. 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 prior to the date of termination. If 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.

Q. 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 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 Dental/Vision ONLY 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 2020, 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 2021.

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 a form 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. Acknowledgment. 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 Form, 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. 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. 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 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 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).

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. NEWBORN’S AND MOTHERS’ HEALTH PROTECTION ACT OF 1996 (NEWBORN’S ACT)

Group health plans generally may not, under Federal law, restrict benefits for any hospital length of 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, plans may not, under Federal law, 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 CREDIBLE 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 Credible Coverage. Because your existing coverage is Credible 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 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 Dental/Vision ONLY HRA. An employee is eligible for the Waiver General Purpose
KEHP Legal Notices (Continued)

KEHP Legal Notices

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, 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 Dental/Vision ONLY 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.

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 Form” refers to any method of enrolling in KEHP health insurance coverage, including submitting a paper form, completing and submitting an electronic form, 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 form, 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 Form regarding tobacco use by me, my spouse, and my dependents 18 years of age and over. My KEHP Health Insurance Enrollment Form 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 Form during open enrollment, I understand that the tobacco-user premium contribution rates will apply beginning January 1, 2020, if I answered “No” to the tobacco use question.

3. If I am completing my KEHP Health Insurance Enrollment Form 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 “No” 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 enrollment form for health insurance coverage. Any person who knowingly, and with the intent to defraud, files a form for insurance containing any materially false information, or who conceals, for the purpose of misleading, information concerning any fact material to the form, commits a fraudulent insurance act, which is a crime.

8. I understand that if I fail 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.

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This publication is written in plain language for use by public employers and employees who are subject to coverage under the Kentucky Retirement Systems. It is not intended as a substitute for federal or state law, namely the Kentucky Revised Statutes, the Kentucky Administrative Regulations, or the Internal Revenue Code, nor will its interpretation prevail should a conflict arise between it and the Kentucky Revised Statutes, Kentucky Administrative Regulations, or Internal Revenue Code. Rules governing the retirement system are subject to change periodically either by statute of the Kentucky General Assembly, regulation of the Kentucky Retirement Systems, or regulation of the Internal Revenue Code. If you have questions about this material, please contact our office or seek legal advice from your attorney. Notwithstanding the foregoing, upon the discovery of any error or omission in system records, the system shall correct all records including but not limited to, membership in the system, service credit, member and employer contributions, and benefits paid and payable. See KRS 61.685.