

# Notice of Privacy Practices

for your **personal** health and financial information

The privacy of your personal and health information is important. This notice describes how Humana may use and disclose medical information about you and how you can get access to this information.

Please review this notice carefully. You don't have to take any action unless you have a request or complaint.



Relationships are built on trust. One of the most important elements of trust is respect for an individual's privacy. We at Humana value our relationship with you, and we take your personal privacy seriously.

This notice, effective April 1, 2003, explains Humana's privacy practices, our legal responsibilities, and your rights concerning your personal and health information.

We reserve the right to change our privacy practices and the terms of this notice at any time, as allowed by law. This includes the right to make changes in our privacy practices and the revised terms of our notice effective for all personal and health information that we maintain. This includes information we created or received before we made the changes. When we make a significant change in our privacy practices, we will change this notice and send the notice to our health plan subscribers.

## What is personal and health information?

Personal and health information (hereafter referred to as "information") includes both medical information and individually identifiable information, such as your name, address, telephone number, or Social Security number. The term "information" in this notice includes any personal and health information that is created or received by a healthcare provider or health plan that relates to your physical or mental health or condition, the provision of healthcare to you, or the payment for such healthcare.

## How does Humana protect my information?

In accordance with federal and state laws and our own policy, Humana has a responsibility to protect the privacy of your information. We have safeguards in place to protect your information in various ways that include:

- Limiting the access to who may see your information
- Limiting how we use or disclose your information
- Informing you of our legal duties regarding your information
- Following our policies
- Training of our associates
- Requesting approval from you for any potential situations where your information would be used for reasons other than payment and health plan operations

## How does Humana use and disclose my information?

We must use and disclose your information:

- To you or someone who has the legal right to act on your behalf;
- To the Secretary of the Department of Health and Human Services; and
- Where required by law.

We have the right to use and disclose your information:

- To a doctor, a hospital, or other healthcare provider that asks for it in order for you to receive medical care;
- To pay claims for covered services provided to you by doctors, hospitals, or other health care providers;
- For healthcare operation activities including processing your enrollment, responding to your inquiries and requests for services, coordinating your care, resolving disputes, conducting medical management, improving quality, reviewing the competence of healthcare professionals, and determining premiums;
- For performing underwriting activities;
- To your plan sponsor to permit them to perform plan administration functions;

# Notice of Privacy Practices *(continued)*

- To contact you with information about health-related benefits and services, appointment reminders, or about treatment alternatives that may be of interest to you.

## Notice of Privacy Practices

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review it carefully.

We may use or disclose your information:

- To your family and friends if you are unavailable to communicate, such as in a medical or other emergency;
- To provide payment information to the subscriber for Internal Revenue Service substantiation.
- To public health agencies if we believe there is a serious health or safety threat;
- To appropriate authorities regarding abuse, neglect, or domestic violence;
- In response to a court or administrative order, subpoena, discovery request, or other lawful process;
- For law enforcement purposes;
- To military authorities;
- For research purposes in limited circumstances;
- For procurement, banking, or transplantation of organs, eyes, or tissue; and
- To a coroner, medical examiner, or funeral director.

## Will Humana use my information for purposes not described in this notice?

In all situations other than described in this notice, Humana will request your written permission before using or disclosing your information. You may revoke your permission at any time by notifying us in writing. We will not use or disclose your information for any reason not described in this notice without your permission.

## What does Humana do with my information when I am no longer a Humana member?

Your information may continue to be used for purposes described in this notice when your membership is terminated. After the required legal retention period, information is destroyed following strict procedures to maintain the confidentiality of the information.

## What are my rights concerning my information?

The following are your rights with respect to your information:

- Access – You have the right to review and obtain a copy of your information that may be used to make decisions about you such as claims and case or medical management records. You also may receive a summary of this health information. If you request copies, we may charge you a fee for each page, and per hour for staff time to locate and copy your information, and postage.
- Alternate Communications – You have the right to receive confidential communications of information in a different manner or at a different place to avoid a lifethreatening situation. We will accommodate your request if it is reasonable.
- Amendment – You have the right to request an amendment of information we maintain about you if you believe that it is wrong or incomplete. We may deny your request if we did not create the information, we do not maintain the information, or the information is correct and complete. If we deny your request, we will provide you a written explanation of the denial.
- Disclosure – You have the right to receive a listing of instances in which we or our business associates have disclosed your information for purposes other than treatment, payment, health plan operations, and certain other activities. Effective April 1, 2003, Humana began maintaining these types of disclosures and will maintain this information for a period of six (6) years. If you request this list more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.
- Notice – All Humana members and prospective members have the right to receive a written copy of this notice upon request at any time.
- Restriction – You have the right to ask to restrict uses or disclosures of your information. We are not required to agree to these restrictions, but if we do, we will abide by our agreement. You also have the right to agree to or terminate a previously submitted restriction.

## How do I exercise my rights or obtain a copy of this notice?

All of your privacy rights can be exercised by obtaining the applicable privacy rights request forms. You may obtain any of the forms by:

- Contacting us at 1-866-861-2762 at any time;
- Accessing our Website at [www.humana.com](http://www.humana.com) and going to the Privacy link, or
- E-mailing us at [privacyoffice@humana.com](mailto:privacyoffice@humana.com).

# Notice of Privacy Practices *(continued)*

The completed request form should be sent to:  
Humana Privacy Office  
P.O. Box 1438  
Louisville, KY 40202

## **What should I do if I believe my privacy has been violated?**

If you believe your privacy has been violated in any way, you may file a complaint with Humana by calling us at 1-866-861-2762 at any time.

You may also submit a written complaint to the U.S. Department of Health and Human Services, Office of Civil Rights (OCR). We will provide you with the appropriate OCR regional address upon request. You also have the option to e-mail your complaint to [OCRComplaint@hhs.gov](mailto:OCRComplaint@hhs.gov). We support your right to protect the privacy of your personal and health information. We will not retaliate in any way if you elect to file a complaint with us or with the U.S. Department of Health and Human Services.

Humana follows all federal and state laws, rules, and regulations addressing the protection of personal and health information. In situations when federal and state laws, rules, and regulations conflict, Humana follows the law, rule, or regulation which provides greater member protection.

The following affiliates and subsidiaries also adhere to Humana's privacy policies and procedures:

Humana Employers Health Plan of Georgia, Inc.  
Humana Health Insurance Company of Florida, Inc.  
Humana Health Plan of Ohio, Inc.  
Humana Health Plan of Texas, Inc.  
Humana Health Plan, Inc.  
Humana Health Plans of Puerto Rico, Inc.  
Humana Insurance Company  
Humana Insurance Company of Kentucky  
EmpheSys Insurance Company  
Humana Insurance of Puerto Rico, Inc.  
Humana Medical Plan, Inc.  
Humana Wisconsin Health Organization  
Insurance Corporation  
HumanaDental Insurance Company  
The Dental Concern, Inc.  
The Dental Concern, Ltd.  
Humana Health Plan Interests, Inc.  
Humana Health Benefit Plan of Louisiana, Inc.  
Health One, Inc.  
Humana MarketPOINT, Inc.

## **PRIVACY NOTICE CONCERNING FINANCIAL INFORMATION**

Humana and our affiliates understand that the privacy of your personal information is important to you. We take your privacy seriously and your trust in our ability to protect your private information is very important to us. This notice describes our policy regarding the confidentiality and disclosure of personal financial information.

## **How does Humana collect information about me?**

We collect information about you and your family when you complete applications and forms. We also collect information from your dealings with us, our affiliates, or others. For example, we may receive information about you from participants in the healthcare system, such as your doctor or hospital, as well as from employers or plan administrators, credit bureaus, and the Medical Information Bureau.

## **What information does Humana receive about me?**

The information we receive may include such items as your name, address, telephone number, date of birth, Social Security number, premium payment history, and your activity on our Website. This also includes information regarding your medical benefit plan, your health benefits, and health risk assessments.

## **Where will Humana disclose my information?**

We may share your information with affiliated companies and non-affiliated third parties, as permitted by law. We may also provide your information to other financial institutions with which we have joint marketing agreements in order to provide you with offers for products and services you may find of value or which are health-related.

## **What can I prevent with an opt-out disclosure?**

You can prevent the disclosures to non-affiliated third parties that provide products and services not offered by Humana or where the non-affiliated company provides services related to your plan by requesting to opt-out of such disclosures. Your opt-out request will apply to all members or individuals covered under your identification number or member account.

# Notice of Privacy Practices *(continued)*

Your opt-out request will continue to apply until you revoke your request or terminate your membership.

## **How do I request an opt-out?**

At any time you may instruct Humana not to share any of your personal information with affiliated companies that provide offers of non-Humana products or services. If you wish to exercise your opt-out option, or to revoke a previous opt out request, you need to provide the following information to process your request: your name, date of birth, and member identification number. You can use any of the methods below to request or revoke your opt-out:

- Call us at 1-866-861-2762
- E-mail us at [privacyoffice@humana.com](mailto:privacyoffice@humana.com)
- Send your opt-out request to us in writing:  
Humana Privacy Office  
P. O. Box 1438  
Louisville, KY 40202

**HUMANA**<sup>®</sup>  
*Guidance* when you need it most

# Employer Group Application

**TEXAS  
HUMANA / HUMANADENTAL**

Please refer to your proposal to complete this application. This document will form part of any contract issued. Print clearly in black ink, and answer all questions or indicate "not applicable."

## Your Business Profile

Business name		Federal tax ID number	
Location address (not a P.O. Box)			
City	State	Zip code	County
Do you have more than one location? <input type="radio"/> No <input type="radio"/> Yes			
Billing address (if different)			
City	State	Zip code	County
Nature of business or SIC number		Date company established	
Business status: <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Sole Proprietorship <input type="radio"/> Other: (explain)			
Business phone number		Fax number	
Management contact		Administrative contact	
Management contact e-mail address			
Management contact: Mother's maiden name _____			

*This will be used to gain access to the Employer Self-Service Center on www.Humana.com.*

All Certificate(s) of Insurance/Evidence(s) of coverage are available to you and your employees on our Web site, www.humana.com. If you would also like to receive a paper copy of this information, you must fill in the circle below.

I wish to receive paper copies of Certificate(s) of Insurance/Evidence(s) of Coverage.

## General Eligibility

Requested effective date	How many employees are on your payroll?
How many hours per week must your employees usually work to be eligible? (select between 20 and 30 hours)	
Do you want to exclude a class of employees? <input type="radio"/> No <input type="radio"/> Yes	
If yes, check class to exclude: (Options may not be available for all plans. Refer to the Underwriting Requirements for each plan.)	
<input type="radio"/> union <input type="radio"/> non union <input type="radio"/> hourly <input type="radio"/> salary <input type="radio"/> management <input type="radio"/> non-management	
How long must employees wait after hire date to become eligible? <input type="radio"/> 0 days <input type="radio"/> 30 days <input type="radio"/> 60 days	
<input type="radio"/> 90 days (groups of 2-50 may not exceed 90 days) <input type="radio"/> Other, specify: _____	
How many employees are eligible for coverage?	
New employee effective date provision: <input type="radio"/> First of month following waiting period (required for HMO, POS and DHMO plans)	
<input type="radio"/> Immediately following waiting period	
On all plans, the employee termination date coincides with the effective date provision.	
When offering multiple choice plans, the waiting period and effective date must be the same on all plans.	
Is this employer required to comply with COBRA regulation? <input type="radio"/> No <input type="radio"/> Yes	
Is this employer required to comply with state continuation regulation? <input type="radio"/> No <input type="radio"/> Yes	
Are any present or former employees/dependents currently on or eligible to elect COBRA/State Continuation? <input type="radio"/> No <input type="radio"/> Yes	
If yes, enter information below. Attach a separate sheet if necessary.	

Name of applicant	Qualifying event (e.g., termination of employment, divorce, etc.)	Date of qualifying event	Date COBRA or State Continuation coverage terminates

## Employer Agreement

You the employer, understand, agree and represent:

- You have read this document and the information you provided is accurate and complete to the best of your knowledge and can be substantiated by your business records.
- You have received and reviewed a proposal and the applicable regulatory information required by your state.
- Neither you nor the agent/broker/producer has the authority to waive a complete answer to any question, determine coverage or insurability, alter any contract, bind us by making any promise or representation, or waive any of our other rights or requirements. No waiver or change will bind us unless signed by an authorized officer of our company.
- The first month's estimated premium (which may include a monthly administrative fee), and fully completed enrollment information for all eligible persons requesting insurance coverage must be submitted with this application before action is taken on this application.
- For small employers, you may be charged a monthly administrative fee which will not be more than \$5.00 per person based on coverage selected. For large employers, you may be charged a monthly administrative fee.
- You will collect any employee contribution toward premium. Our acceptance of premium does not guarantee coverage.
- You will provide the documentation requested by us which establishes that all eligibility, underwriting, and participation requirements of the plan or group contract are met.
- Only individuals who meet the eligibility requirements of the plan are eligible to maintain coverage.
- For medical coverage, you understand that providing fraudulent information or intentional misrepresentation of a material fact including providing incomplete, inaccurate, or untimely information may void, reduce, or terminate an individual's coverage or the group's coverage. (Health related factors will not be used to void or terminate an individual's medical coverage or a small employer group's coverage.)
- Providing incomplete, inaccurate, or untimely information may void, reduce, or increase past premium, or terminate an individual's coverage or the group's coverage.
- If choosing the HDHP Indexing plan, deductible and out of pocket amounts are established by IRS guidelines. Adjustments to these amounts by the IRS will be made to the policy, without notice, upon renewal of the group.
- The agent/broker/producer has explained to me that Humana has made available to my firm the State Medical Plans prescribed by Texas House Bill 1212, providing that my firm, as defined in the Act, is a small employer of 2-50 eligible employees (this paragraph not applicable to large employers).

This document will form part of any contract issued. Coverage is not in effect unless and until you receive written notification from us.

For large employers, if this application is declined, we will return the premium deposit submitted with this application.

**Do not cancel any current group coverage until you receive written notice from us that we have issued coverage.**

Dated on: \_\_\_\_\_  
(month, date, year)

By: \_\_\_\_\_  
(employer signature)

Dated at: \_\_\_\_\_  
(city and state)

By: \_\_\_\_\_  
(title)

## Agent/Producer Information

<p><b>1. Agent/Agency of Record (for commissions and correspondence):</b></p> <p>Name (print) _____</p> <p>Tax ID / Social Security Number / Humana Agent Number _____</p> <p>Commission split: <input type="radio"/> No <input type="radio"/> Yes If yes, percentage: (total should equal 100%) _____</p> <p><b>1. Writing Agent/Producer:</b></p> <p>Name (print) _____</p> <p>Social Security Number _____</p> <p>Commission split: <input type="radio"/> No <input type="radio"/> Yes If yes, percentage: (total should equal 100%) _____</p>	<p><b>2. Agent/Agency of Record (for split-commissions):</b></p> <p>Name (print) _____</p> <p>Tax ID / Social Security Number / Humana Agent Number _____</p> <p>Percentage of sales: <input type="radio"/> No <input type="radio"/> Yes If yes, percentage: (total should equal 100%) _____</p> <p><b>2. Writing Agent/Producer:</b></p> <p>Name (print) _____</p> <p>Social Security Number _____</p> <p>Percentage of sales: <input type="radio"/> No <input type="radio"/> Yes If yes, percentage: (total should equal 100%) _____</p>
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## General Agency

General agency information pertains to  Agent/Agency of Record #1  Agent/Agency of Record #2

Name (print) \_\_\_\_\_ Tax ID / Humana Agent Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

As the Writing Agent/Producer, I acknowledge that I am responsible to meet with the employer submitting this application in order to fully and accurately represent the terms and conditions of the plans and services of the offering or insuring entity, including an explanation of the State Medical Plans to employers of 2-50 eligible employees. These provisions are available to me and the employer in the Regulatory Pre-enrollment Disclosure or other plan literature.

Writing Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## The following applies to all companies and products except dental HMO benefits provided by SafeGuard Health Plans, Inc.

The companies listed on this Employer Group Application, severally or collectively as the context may require, are referred to in this application as we, us and our.

You, the participating employer, policyholder, contractholder, or group plan sponsor, intend to establish, sponsor, and endorse an employee benefit plan which will be governed by Employee Retirement Income Security Act of 1974 (ERISA). You are the ERISA plan administrator.

You agree to make available your records which we determine are relevant to this application and group coverage for inspection by the Trustee, Administrator, us or our representative during your normal business hours.

As claims administrator with authority to make claim determinations as described in Section 503 of ERISA, we make final decisions under the Policy, Group Plan or Group Contract with respect to determining eligibility for coverage and paying claims for benefits, including deciding appeals of denied claims. As claims administrator, we shall have full and exclusive discretionary authority to 1) interpret Policy, Group Plan, or Group Contract provisions, 2) make decisions regarding eligibility for coverage and benefits, and 3) resolve factual questions relating to coverage and benefits.

You understand and agree that failure to remit and pay premium when due will be considered a default in premium payment, and that coverage will be terminated by us, following a grace period of 31 days from the date of non-payment of premium.

We may terminate your coverage according to the termination section of the Policy, Group Plan or Group Contract. If coverage is terminated by us for non-payment of premium, you will still owe and we will collect all due premium including premium for the grace period.

You understand and agree that your coverage is renewed on a monthly basis subject to timely payment of premium. We reserve the right to change the premium rates on any premium due date, as permitted by applicable law, after your insurance has been in effect under the Policy for six consecutive months. You will receive advance written notice.

For you to remain eligible for the Policy, Group Plan or Group Contract, the eligibility, underwriting and participation requirements must be maintained, for each respective coverage. Failure to maintain the plan eligibility, underwriting and participation requirements will terminate your coverage under the Policy, Group Plan or Group Contract. Other termination provisions are stated in the Policy, Group Plan or Group Contract.

Based upon our standard underwriting practice, we may require an employee or dependent to submit Evidence of Health Status. We have the right to use the information provided by you and any applicant (employee or dependent) to determine whether coverage will be provided, to determine eligibility and to establish appropriate premiums. Any health related information that has been provided will not be used to decline medical coverage of an individual or medical coverage of a small employer.

## The following applies to medical plans only

Small employer means a person, firm, corporation, partnership or association actively engaged in business, which employed an average of at least two but not more than 50 employees on business days during the preceding calendar year and who employs at least two employees on the first day of the plan year, unless

otherwise provided under the state law. Entities that are affiliated companies or that are eligible to file a combined tax return for the purpose of taxation, are considered one employer.

## The following applies to state medical plans

You, the participating employer, apply to participate in the Employers Health Insurance Benefits Trust for insurance coverage in effect, which may be modified from time to time, as underwritten by us.

If you are accepted, you acknowledge and agree on behalf of all persons who obtain insurance coverage through or under your application to the Trust, that the Trust Agreement, the provisions of the Trust, or any other written instrument the trustee signs on behalf of the Trust are fully binding upon you. The principal duties of the trustee are to hold the insurance policy(ies) through which insurance coverage is provided for employers in accordance with the terms of the Trust Agreement or any other written instrument which the trustee signs on behalf of the Trust.

The Trust Agreement, any other written instrument and the insurance policy(ies), are available for inspection by you or by any covered person through or under your participation in the Trust, during normal business hours at our home office. You further understand and agree that the Trust and Trustee are not insurers.

You may withdraw from the Trust at any time, thus terminating your insurance coverage, provided written notice of termination is received by us prior to the requested termination date.

## The following applies to dental HMO benefits provided by SafeGuard Health Plans, Inc.

The companies listed on this Employer Group Application, severally or collectively as the context may require, are referred to in this application as we, us and our.

You, the policyholder, intend to establish, sponsor, and endorse an employee benefit plan which will be governed by the Employee Retirement Income Security Act of 1974 (ERISA). You are the ERISA plan administrator. Dental Health Maintenance Organization (DHMO) is a unique joint venture between HumanaDental Insurance Company and SafeGuard Health Plans, Inc. designed to build high quality, cost effective dental care delivery.

Under this agreement, the two companies are partners in a marketing and administration agreement.

With respect to paying claims for benefits or determining eligibility for coverage under this policy or group plan, HumanaDental Insurance Company or SafeGuard Health Plans, Inc. shall have full and exclusive discretionary authority to: 1) interpret policy provisions, 2) make decisions regarding eligibility for coverage and benefits, and 3) resolve factual questions relating to coverage and benefits.

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PPO and Classic Medical plans and Life and Short-Term Income Protection plans insured or administered by Humana Insurance Company. HMO plans offered by Humana Health Plan of Texas, Inc., a Health Maintenance Organization. POS plans offered by Humana Health Plan of Texas, Inc., a Health Maintenance Organization and insured or administered by Humana Insurance Company.

**HUMANA  
DENTAL**

Dental HMO benefits provided by SafeGuard Health Plans, Inc. All other Dental plans insured or administered by HumanaDental Insurance Company.

# Humana Small Group Medical

Humana Insurance Company  
Humana Health Plan of Texas, Inc.

HMO Premium Billing Address  
12296 Collections Center Drive  
Chicago, IL 60693

**Plan Selection** (To complete this information, refer to your proposal.)

	Plan 1	Plan 2	Plan 3
<b>Plan name</b> (as shown on your proposal)			
<b>Office visit copayment</b> (if applicable)	\$	\$	\$
<b>Deductible</b> (if applicable)	Participating: \$ Non-participating: \$	Participating: \$ Non-participating: \$	Participating: \$ Non-participating: \$
<b>Out-of-pocket limit</b> (if applicable)	Participating: \$ Non-participating: \$	Participating: \$ Non-participating: \$	Participating: \$ Non-participating: \$
<b>Network name</b> (if applicable)			

**Plan Riders** (Please refer to your proposal for rider availability with plan selected.)

	Plan 1	Plan 2	Plan 3
<b>Deductible Carryover Credit</b>	<input type="radio"/> No <input type="radio"/> Yes	<input type="radio"/> No <input type="radio"/> Yes	<input type="radio"/> No <input type="radio"/> Yes
<b>Supplemental Accident</b>	<input type="radio"/> No <input type="radio"/> Yes	<input type="radio"/> No <input type="radio"/> Yes	<input type="radio"/> No <input type="radio"/> Yes
<b>Vision</b>	Rider no.	Rider no.	Rider no.
<b>Prescription Drug/Retail Card</b> (Level 1 / 2 / 3 / 4)	\$____ / \$____ / \$____ / ____%	\$____ / \$____ / \$____ / ____%	\$____ / \$____ / \$____ / ____%
<b>Prescription Drug/Retail Card</b> (Group A / B / C / D)	\$____ a / \$____ a / \$____ a / \$____ a	\$____ a / \$____ a / \$____ a / \$____ a	\$____ a / \$____ a / \$____ a / \$____ a
<b>Other:</b>	<input type="radio"/> No <input type="radio"/> Yes	<input type="radio"/> No <input type="radio"/> Yes	<input type="radio"/> No <input type="radio"/> Yes
<b>Special State Options</b> (not available with Consumer Choice Plans)		<b>PPO and Classic Products</b>	<b>HMO and POS Products</b>
<b>Invitro Fertilization Benefit</b>	<input type="radio"/> No <input type="radio"/> Yes	Optional	Optional
<b>Serious Mental Illness Benefit</b>	<input type="radio"/> No <input type="radio"/> Yes	Optional	Included
If your group is a municipality, county, school district or other political subdivision of the state, this benefit must be provided.			
<b>Speech and Hearing Rider</b>	<input type="radio"/> No <input type="radio"/> Yes	Included	Optional

**Consumer Choice Medical Plans**

You have the option to choose the Consumer Choice PPO Benefits Health Plan, Consumer Choice HMO Benefits Health Plan, or the Consumer Choice POS Benefits Health Plan that either in whole or in part, does not provide state-mandated health benefits normally required in Texas health benefit plans. A consumer choice standard health benefit plan may provide more affordable health benefits for you and your employees although, at the same time, it may provide you and your employees fewer health benefits than those normally included as state-mandated health benefits in Texas health benefit plans. If you choose a consumer choice standard benefit plan, please consult with your insurance agent to discover which state-mandated health benefits are reduced and/or excluded.

**Consumer Choice PPO:**  No  Yes

**Consumer Choice HMO:**  No  Yes

**Consumer Choice POS:**  No  Yes

## Plan Selection (continued)

**Below is the Required Disclosure Notice for Group PPO & HMO Consumer Choice Benefit Plans Issued in Texas. To obtain a copy of the required Consumer Choice Disclosure Notice for Consumer Choice POS Benefit Plans Issued in Texas, please consult your insurance agent.**

I acknowledge the Consumer Choice PPO Benefits Health Plan, Consumer Choice HMO Benefits Health Plan, or the Consumer Choice POS Benefits Health Plan that either in whole or in part, does not provide state-mandated health benefits normally required in Texas health benefit plans. I am aware a consumer choice standard benefit health plan may provide more affordable health benefits although, at the same time, it may provide fewer health benefits than those normally included as state-mandated health benefits in Texas health benefit plans.

### Excluded PPO State Mandates

Chemical & Alcohol Dependency  
TMJ  
Home Health Care  
Serious Mental Illness  
Invitro  
Speech & Hearing

### Excluded HMO State Mandates

Chemical & Alcohol Dependency  
Oral Contraceptive Drugs & Devices  
TMJ  
Serious Mental Illness  
Invitro

The Consumer Choice Health Benefit Plans may include requirements and/or restrictions on deductibles, coinsurance, copayments, or annual or lifetime maximum benefit amounts that differ from other PPO & HMO plans. I understand that I may obtain from the Department of Insurance a consumer brochure with more information on Consumer Choice Health Benefit Plans, either by visiting the TDI website at [www.tdi.state.tx.us/consumer/indexc.html](http://www.tdi.state.tx.us/consumer/indexc.html), or by calling 1-800-252-3439.

### **(Only sign and complete this section if a Consumer Choice Plan was selected.)**

I acknowledge that I was offered the opportunity to apply for an accident and sickness insurance policy or evidence of coverage in the same category that most closely approximates the consumer choice health benefit plan offered.

Group Representative Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

## Underwriting Requirements

- You may not sponsor a medical plan from a carrier other than Humana.
- Medical coverage is available to employers with two or more enrolled employees.
- If the only employees of a two-life group are husband and wife, each must enroll separately as an employee and maintain eligibility. The group is only eligible if a bona fide business entity exists.
- Minimum employer contribution toward employee premium is 50%.
- Retirees of a small employer are not eligible for retiree coverage.
- There are no excluded class options for small group medical coverage.
- If you do not maintain eligibility, underwriting, and participation requirements, we will terminate your coverage.

### **Participation**

- All plans – 75%

## Group Information

How much will you contribute to premium? Employee \_\_\_\_\_% Dependent \_\_\_\_\_%

Are there any other entities associated with this company that are eligible to file a combined tax return?  No  Yes  
If yes, enter information below.

Company Name	Total Employees

Will your employees have access to another carrier's medical coverage by virtue of their employment with you?  No  Yes  
If yes, name of carrier: \_\_\_\_\_

Did you have prior group medical coverage?  No  Yes If yes, submit most recent carrier billing with effective and termination dates. \_\_\_\_\_

How many medical carriers have you had in the past five years? \_\_\_\_\_

Is the agent/broker/producer representing you for this application your current agent/broker/producer of record?  No  Yes \_\_\_\_\_

**Group Information (continued)**

Provide the current and renewal medical insurance premium rates below and attach a copy of your most recent premium bill.

Date of renewal:

<p><b>Current Plan 1</b> <b>Current carrier rates:</b></p> <p>Employee: \$ _____ Spouse: \$ _____                  Child(ren): \$ _____ Family: \$ _____</p> <hr/> <p>Plan design: _____</p> <hr/> <p>Office visit copay: _____</p> <hr/> <p>Per confinement copay: _____</p> <hr/> <p>Deductible:                  • Participating _____                  • Non-participating _____</p> <hr/> <p>Out-of-pocket:                  • Participating _____                  • Non-participating _____</p> <hr/> <p>Coinsurance stoploss:                  • Participating _____                  • Non-participating _____</p> <hr/> <p>Emergency room copay: _____</p> <hr/> <p>Prescription drug benefit: _____</p> <hr/> <p><b>Renewal rates:</b> In the parentheses, please indicate the number of employees enrolled in each tier, if available.</p> <p>Employee ( ): \$ _____ Spouse ( ): \$ _____                  Child(ren) ( ): \$ _____ Family ( ): \$ _____</p>	<p><b>Current Plan 2</b> <b>Current carrier rates:</b></p> <p>Employee: \$ _____ Spouse: \$ _____                  Child(ren): \$ _____ Family: \$ _____</p> <hr/> <p>Plan design: _____</p> <hr/> <p>Office visit copay: _____</p> <hr/> <p>Per confinement copay: _____</p> <hr/> <p>Deductible:                  • Participating _____                  • Non-participating _____</p> <hr/> <p>Out-of-pocket:                  • Participating _____                  • Non-participating _____</p> <hr/> <p>Coinsurance stoploss:                  • Participating _____                  • Non-participating _____</p> <hr/> <p>Emergency room copay: _____</p> <hr/> <p>Prescription drug benefit: _____</p> <hr/> <p><b>Renewal rates:</b> In the parentheses, please indicate the number of employees enrolled in each tier, if available.</p> <p>Employee ( ): \$ _____ Spouse ( ): \$ _____                  Child(ren) ( ): \$ _____ Family ( ): \$ _____</p>
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1. Has any employee been unable to work 10 or more consecutive days in the past 12 months due to an illness or injury?  No  Yes
2. Is any employee presently not performing his or her duties on a full-time basis due to an illness or injury?  No  Yes
3. To the best of your knowledge, is there any employee, individual in a retiree class, dependent (spouse or child), COBRA beneficiary, or individual within their COBRA/State Continuation election period:
  - confined at home, in a hospital, or in a treatment facility;
  - who incurred more than \$10,000 of medical expenses in the past 24 months;
  - who has been advised within the last 90 days to have surgery or be hospitalized;
  - who received treatment, had treatment recommended, or had medication prescribed by a doctor, psychiatrist, psychologist or other licensed practitioner within the past 24 months for any of the following: (check all that apply)
    - AIDS or an AIDS-related complex or other immune system disorder
    - Alcohol or drug abuse or dependence, or psychological disorder
    - Cancer or cancerous tumor
    - Heart or vascular disease or stroke
    - Diabetes or any disease or disorder of the kidneys, liver or lungs
    - Systemic disease including, but not limited to Lupus, Multiple Sclerosis, or Muscular Dystrophy
    - Organ transplant (other than corneal)

If you answered yes to questions 1-3 above, please indicate the question number and explanation.

Question #	Member Status*	Age	Medical Condition/ Diagnosis	Date(s) of Treatment	Medication Name/Dosage	Past/Current/Future Treatment

\* Member Status: E=Employee D=Dependent C=COBRA/State Continuation R=Retiree

Has your company, at any time during the past 24 months, had medical coverage terminated or a renewal of medical coverage refused?

No  Yes If yes, please explain:

Have any medical benefits now, or within the past 24 months, been funded by you in any manner other than health insurance premium payment?  No  Yes If yes, please provide details and attach medical claims experience for the applicable time period up to 24 months.

**Retiree Information**

Are you offering coverage to retirees?  No  Yes If yes, required age: \_\_\_\_\_ Minimum years of service: \_\_\_\_\_