



COMMONWEALTH OF KENTUCKY

KENTUCKY EMPLOYEES' HEALTH PLAN (KEHP)

HUMANAVITALITY® SUMMARY

Plan Year: January 1, 2015 through December 31, 2015

Effective: January 1, 2015

Employer's Federal Tax Identification Number: 61-0600439

HumanaVitality® Summary

INTRODUCTION

Welcome to HumanaVitality®, an *employer*-sponsored Program administered by HumanaVitality, LLC. Eligibility for this Program is determined by your employer.

HumanaVitality® was created to empower you to live a healthy lifestyle by providing you with the tools you'll need along the way. HumanaVitality® will help you discover how your current lifestyle and daily habits contribute to your overall well-being and will show you how making smart choices can improve your health even more.

Staying active can help you feel energized and maintain a healthier lifestyle. It can earn you Vitality Points™ too. For every HumanaVitality® Engagement activity you complete, you'll earn points toward Vitality Bucks®. You can use your Vitality Bucks® on brand name merchandise in the HumanaVitality® Mall.

The decision to participate in these programs or activities is voluntary and you may decide to participate anytime during the year.

For questions about whether HumanaVitality® is part of an employer group health plan, you should contact your employer.

For additional information, please contact HumanaVitality® at 855-478-1623.

Humana Vitality® Summary

Table of Contents

DEFINITIONS	3
RULES AND PARAMETERS.....	4
LIMITATIONS AND LIABILITY	5

HumanaVitality® Summary

DEFINITIONS

“**Health Assessment**” means the tool for assessing a Subscriber’s current health status, health and wellness level, activity level and other related factors using the following three components: 1) A questionnaire which gathers data about the individual; 2) a set of data transformations which are used to analyze the data; and 3) reports which present the data in an organized manner.

“**HumanaVitality® Program**” or “**Program**” means an incentive-based health and wellness product.

“**Engagements**” means a suite of health and wellness-oriented activities, clinical goals/measures, educational programs, and other objectives for Subscribers to pursue.

“**Primary Subscriber**” means the Subscriber who enrolled in HumanaVitality®, not including dependents.

“**Plan Administrator**” means the Commonwealth of Kentucky, Personnel Cabinet, Department of Employee Insurance who has the authority, discretion, and responsibility to manage and direct the operation and administration of the Plan.

“**Plan Manager**” means HumanaVitality.

“**Plan Sponsor**” means the Commonwealth of Kentucky

“**Reward Redemption Partners**” are independent contractors providing products and services to eligible Subscribers, and are not agents or employees of HumanaVitality®.

“**Subscriber**” means any person who is an enrolled participant in HumanaVitality®.

“**Vitality Age™**” means a proprietary calculation initially using the responses in the Health Assessment (HA) and presents a risk adjusted age that a Subscriber can compare to his/her current actual age.

“**Vitality Bucks®**” means a virtual currency that Subscribers can redeem for products, services and discounts with Reward Redemption Partners.

“**Vitality Points™**” means an incentive value earned for each goal and most Engagements that Subscribers complete.

“**Vitality Rewards®**” (or “**Rewards**”) means the products, services and discounts available for purchase by Subscribers through HumanaVitality’s® Reward Redemption Partners.

“**Vitality Status**” means an incentive structure with certain levels of achievement which can be attained by Subscribers by earning Vitality Points™. Currently the levels of achievement are: Blue, Bronze, Silver, Gold and Platinum. HumanaVitality® reserves the right to modify the incentive structure at any time.

HumanaVitality® Summary

RULES AND PARAMETERS

Terms and Conditions

HumanaVitality® has sole discretion in administering the Program terms and conditions and is not responsible for misinterpretation or lack of knowledge of these terms and conditions. Certain HumanaVitality® Engagements have charges associated with them which may not be funded by your employer, HumanaVitality® or otherwise.

Participation

Participation in HumanaVitality® may include physical exercise, biometric testing and other health and fitness activities. These activities may involve risks and may not be appropriate for all persons. HumanaVitality® participants fully accept all risk and responsibility involved in engaging in HumanaVitality®. HumanaVitality® is not liable for any loss, injury, or other adverse events in connection with participation in HumanaVitality®. Before taking part in the HumanaVitality® Program you should consult your healthcare professional for a thorough evaluation of your present condition, and guidance regarding which Engagements are appropriate for you. If it is unreasonably difficult due to a medical condition for you to achieve the standards for the Rewards under this Program, or if it is medically inadvisable for you to attempt to achieve the standards for the Rewards under this Program, call the number on the back of your HumanaVitality® Subscriber identification (ID) card and HumanaVitality® will work with you to develop another way to qualify for the Reward.

HumanaVitality® Reward Requests

For requirements and other stipulations regarding HumanaVitality® participation, and the earning of Vitality Points™ and Vitality Bucks®, please review the descriptions of each specific Engagement when accessing HumanaVitality®. Where appropriate, the Subscriber must use the designated forms located within the HumanaVitality® Program and supply all requested documentation in order for activities to be recognized. The Subscriber may need to provide his or her HumanaVitality® Subscriber ID number to earn Vitality Points™ and Vitality Bucks® for certain activities.

Unless stated otherwise for an Engagement, Subscribers must request Vitality Points™ and Vitality Bucks® credit from HumanaVitality®, or cite discrepancies related to such a request, within ninety (90) days of completion of the Engagement. HumanaVitality® does not recognize credit requests for Engagements beyond ninety (90) days from the Engagement completion date. HumanaVitality® Engagements will be credited only to the HumanaVitality® account of the Subscriber completing the activity. The Subscriber is responsible for ensuring that HumanaVitality® Engagements, Vitality Points™ and Vitality Bucks® are appropriately credited. Please allow up to four (4) weeks from submission for most activities to be credited.

Only the principle HumanaVitality® Subscribers may conduct HumanaVitality® Reward transactions. Subscribers must have a Vitality Status® of Bronze or higher to redeem Rewards. Subscribers must submit a valid email address to redeem a Reward. Order confirmation will be made to this email. Violations of these conditions may result in forfeiture of Vitality Bucks® and termination from the Program.

HumanaVitality® Summary

RULES AND PARAMETERS (continued)

Unless otherwise explicitly stated, HumanaVitality® Rewards are not eligible for return or refund. Subscribers should refuse acceptance of shipments which are visibly damaged or defective. Some items and merchandise may not be eligible for shipment to P.O., A.P.O. or F.P.O. boxes. Unless otherwise noted, Rewards may only be shipped to the 50 United States and the District of Columbia.

Accrued Vitality Points™, Vitality Bucks®, Vitality Status® and other Rewards are non-transferable and may not be combined among Subscribers, or transferred to the Subscriber's estate, successor or assigns. A Subscriber forfeits all Rewards accrued under HumanaVitality® immediately upon termination from HumanaVitality® and Vitality Bucks® do not constitute property of the Subscriber. Individuals are responsible for funding the full cost of any Rewards redeemed after the effective date of his or her termination from HumanaVitality®, even if such termination is retroactive.

HumanaVitality® is the final authority on qualification for HumanaVitality® engagement and rewarding of Vitality Points™ and Vitality Bucks®, and reserves the right to deny or revoke Vitality Points™, Vitality Bucks®, Vitality Status®, or other credits at any time if HumanaVitality® determines that such credit was improperly given. HumanaVitality, LLC conducts random checks periodically to confirm the accuracy of information received. Incorrect and inaccurate information may result in the Subscriber not earning or the removal of Vitality Points™ and Vitality Bucks®.

The Rewards may be taxable income. HumanaVitality, LLC does not provide tax reporting to the Internal Revenue Service, other agencies, or Subscribers. It is the responsibility of the Subscriber to determine tax responsibilities, if any, for Rewards or other benefits received under HumanaVitality®. Subscribers may consult a tax advisor for further guidance.

HumanaVitality® Reward prices and availability are subject to change without notice. All Rewards are subject to availability and limited quantities might apply.

LIMITATION OF LIABILITY

The Reward Redemption Partners used by HumanaVitality® are independent contractors and not agents or employees of HumanaVitality®. HumanaVitality® hereby disclaims any liability, whether based on contract, tort, strict liability or otherwise, including without limitation liability for any direct, punitive, special, consequential, incidental or indirect damages, in connection with the goods or services provided by any Reward Redemption Partner, including without limitation liability for any act, error, omission, injury, loss, accident, delay or irregularity which may be incurred through the fault, negligence or otherwise, of such Reward Redemption Partner and HumanaVitality® is exonerated from any liability with respect to the same.