



# GROUP HEALTH PLAN

## 2022 Required Legal Notices and Disclosures

# List of Notices and Disclosures

Notice of Privacy Policy and Procedures

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Wellness Incentive Program

Women's Health & Cancer Rights Act Notice

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USERRA

For additional information on any of these notices or the benefits they address, contact the HR Benefits team at 801-583-2787, ext.2282 or [benefitshelp@aruplab.com](mailto:benefitshelp@aruplab.com)

# ARUP Laboratories

## Employee Health Care Benefits Plan

### NOTICE OF PRIVACY PRACTICES STATEMENT

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

#### THE PLAN'S PRIVACY PRACTICES

ARUP Laboratories Employee Health Care Benefits Plan ("the Plan") is committed to protecting the confidentiality of your medical and health information ("Protected Health Information") as described in this Notice and maintains the privacy of your Protected Health Information as required by law. You are receiving this Notice because you are enrolled in the Plan. This Notice describes our privacy practices relating to Protected Health Information, including how we may use your Protected Health Information within the Plan and how under certain circumstances we may disclose it to others outside the Plan. This Notice also describes the rights you have concerning your own Protected Health Information. Please review it carefully. If you have questions about any part of this Privacy Notice or if you want more information about the privacy practices of the Plan, please contact the Plan Privacy Officer listed at the end of this Notice.

#### USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION PERMITTED BY LAW

The law permits us to use your Protected Health Information for treating you, billing for services, and for healthcare operations, all of which are explained below. The workforce members who administer and manage this Health Plan may use your Protected Health Information only for appropriate plan purposes (such as for treatment, payment, or healthcare operations), but not for purposes of other benefits not provided by this Plan, and not for employment-related purposes of ARUP.

Your Protected Health Information may be used and disclosed only for the following purposes:

**For Communications with Insurance Companies:** The Plan provides medical benefits to you in part through insurance companies. The Plan may communicate with these insurance companies to assist you in resolving claims or coverage issues. The Plan also may communicate with these insurance companies to administer the self-insured portion of the Plan. You should review the Notices of Privacy Practices sent by such insurance companies to see how each of them will handle your health information.

**For Treatment:** We may disclose your Protected Health Information to a healthcare provider for the healthcare provider's treatment purposes. For example, if your primary care physician or other healthcare provider refers you to a specialist for treatment, the Plan can disclose your PHI to the specialist to whom you have been referred so the specialist can become familiar with those records. The Plan may also disclose your PHI to the ARUP Family Health Clinic so that it can provide case management assistance to you.

**For Payment:** We use and disclose your medical information to review bills and pay claims if necessary. We may also share your medical information with other companies to help us with health claims, coordination with health insurance companies, or utilization review. We may communicate with insurance companies to help you resolve problems about payment of claims.

**For Plan Operations:** We may use or disclose your medical information to assist us with administering the Plan. We may use your medical information for medical necessity review; coordination of care, benefits, and other services; program analysis and reporting; audit, accounting, or legal services; risk management; detection and investigation of fraud and other unlawful conduct; underwriting and ratemaking; resolution of third party liability; administration of reinsurance and excess or stop loss insurance and coordination with these insurers; data and information systems management; and other business management and planning activities. For example, we may use your medical information to generate data about how we can serve you better. We will not use or disclose PHI that is genetic information for underwriting purposes.

**To Family Members and Others Involved in Your Care:** We may disclose your medical information to a family member, relative, close friend, or any other person the Member identifies for the purpose of assistance with the Member's care or payment for care. For example, if your spouse calls us to get information about a claim for your care, we may talk with your spouse to assist you in resolving a problem. If you do not want us to discuss your medical information with your family members or others involved in your care, please contact the Benefits Administrator.

**For Research:** We may use or disclose your Protected Health Information without your consent or authorization for research projects, such as studying the effectiveness of a treatment you received, if an Institutional Review Board approves a waiver of authorization for disclosure. These research projects must go through a special process that protects the confidentiality of your medical information.

**As Required by Law:** Federal, state, or local laws sometimes require us to disclose a member's medical information. For example, we may be required to release information for a workers' compensation claim.

**To Law Enforcement Officials:** We may disclose Protected Health Information to law enforcement officials as required by law or in compliance with a search warrant, subpoena, or court order. We may also disclose Protected Health Information to law enforcement officials in certain circumstances, including but not limited to the following: (i) to help in identifying or locating a person, (ii) to prosecute a violent crime, (iii) to report a death that may have resulted from criminal conduct, (iv) to report criminal conduct at ARUP, and (v) to provide certain information in domestic violence cases.

**For Judicial Proceedings:** We may disclose your Protected Health Information to a third party if we are ordered to do so by a court or if the Plan receives a subpoena or a search warrant.

**For Public Health Activities or Public Safety:** We may also use and disclose certain Protected Health Information for public health purposes, such as preventing or lessening a serious and/or imminent threat to an individual's or the public's health or safety. We may also report information to ARUP Laboratories as required under laws addressing work-related illness and injuries or workplace medical surveillance. For instance, a positive communicable disease test result may be reported to the State of Utah Department of Health. We may also need to report patient problems with medications or medical products to the Food and Drug Administration (FDA).

**For Military, Veterans, National Security, and Other Government Purposes:** If you are a member of the armed forces we may release your Protected Health Information as required by military command authorities or to the Department of Veterans Affairs. We may also disclose Protected Health Information to federal officials for intelligence and national security purposes, or for Presidential Protective Services.

**For Health Oversight Activities:** We may disclose Protected Health Information to a government agency that oversees the Plan or its personnel, such as the United States Department of Labor, to ensure compliance with state and federal laws.

**For Information with Additional Protection:** Certain types of Protected Health Information have additional protection under state or federal law. For instance, communicable disease and HIV/AIDS, drug and alcohol abuse treatment, and genetic testing information is treated differently than other types of medical information. In certain circumstances, we would be required to get your permission before disclosing this special information.

**To ARUP Laboratories:** ARUP Laboratories is the sponsor of the Plan. Only designated ARUP employees in the Human Resources Department, the Compliance Department, and the Office of General Counsel will have access to medical information to perform functions related to administering the Plan. In certain circumstances, the Director of Laboratories will also have access to medical information to perform functions related to administering the Plan.

## USES AND DISCLOSURES WITH YOUR AUTHORIZATION

The Plan cannot use your Protected Health Information for anything other than the reasons mentioned above without your signed "Authorization". An Authorization is a written document signed by you giving us permission to use or disclose your Protected Health Information for the purposes you specifically set forth in the Authorization. You may revoke the Authorization at any time by delivering a written statement to the Plan Privacy Officer identified below. If you revoke your Authorization, the Plan will no longer use or disclose your Protected Health Information as permitted by your Authorization. However, your revocation of the Authorization will not reverse the use or disclosure of your Protected Health Information made while your Authorization was in effect.

## YOUR INDIVIDUAL RIGHTS

**To Request a Copy of Your Protected Health Information:** You have the right to look at your medical information that the Plan holds and to get a copy of that information. To see your Protected Health Information, submit a written request to the Plan Privacy Officer. If you request a copy of your information, we will charge you for our costs to copy the information. We will tell you in advance what this copying will cost.

**To Request an Amendment of Your Medical Information:** If you examine your medical information and believe that some of the information is wrong or incomplete, you may ask us to amend that information. To make a request to amend your medical information, submit a written request to the Plan Privacy Officer and tell us in detail why you believe your medical information is wrong or incomplete.

**To Get a List of Certain Disclosures of Your Protected Health Information:** You have the right to request a list of certain disclosures of your Protected Health Information. If you would like to receive such a list, submit a written request to the Plan Privacy Officer. Your request must state a time period desired for the accounting, which time period must be within six years prior to the date of your request, and may not include dates before April 14, 2003. We will provide the first list to you free, but we may charge you for any additional lists you request during the same twelve (12) month period. We will notify you in advance what this list will cost, at which time you may withdraw or modify your request.

**To Request Special Communications:** You have the right to ask us to communicate your Protected Health Information by alternative means of communication or at alternative locations. For example, you can ask us not to call your home, but to communicate with you only by mail. To make such a request, write to the Plan Privacy Officer.

**To Request Special Treatment for Your Medical Information:** We handle your medical information in the ways we described in this notice. You have the right to ask us not to handle your medical information in a certain way (unless we are required by law to do it).

We are not required to agree to your request, but if we do agree, we will comply with that agreement. If you want to request special treatment in the way we handle your medical information, submit your request in writing to the Plan Privacy Officer and describe your request in detail.

**Right to receive notification in case of a breach:** In the event your personal health information is inadvertently delivered to a person or entity not authorized to receive the information, you have the right to be notified of the event.

**To Receive a Paper Copy of This Notice:** If you have received this Notice electronically, you have the right to receive a paper copy at any time. You may download a paper copy of the notice from our website, [www.aruplab.com](http://www.aruplab.com), or you may obtain a paper copy of the notice by calling or writing to the Plan Privacy Officer.

## CHANGES TO THIS NOTICE

From time to time, we may change our practices concerning how we use or disclose Protected Health Information, or how we implement the rights of Plan members concerning such information. We reserve the right to change this Notice and to make the provisions in our new Notice effective for all Protected Health Information we maintain. If we change these practices, we will publish a revised Notice. You can get a copy of our current Notice at any time by downloading a paper copy of the notice from our website, [www.aruplab.com](http://www.aruplab.com), or you may obtain a paper copy of the Notice by calling or writing to the Plan Privacy Officer.

## QUESTIONS, CONCERNS OR COMPLAINTS

If you have any questions about this Notice, or have further questions about how the Plan may use and disclose your Protected Health Information, please contact the Plan Privacy Officer as set forth below. We also welcome your feedback regarding any problems or concerns you have with your privacy rights or how the Plan uses or discloses your Protected Health Information.

If you have a concern, please contact:

ARUP Health Plan Privacy Officer  
500 Chipeta Way MS241, Salt Lake City, UT 84108  
(800) 242- 2787, ext. 2063  
[ARUPPrivacy@aruplab.com](mailto:ARUPPrivacy@aruplab.com)

If for some reason ARUP cannot resolve your concern or complaint, you may also file a complaint with the federal government. We will not penalize you or retaliate against you in any way for filing a complaint.

Effective date of this Notice: October 1, 2022

# MEDICARE PART D NOTICE

## Important Notice About Your Prescription Drug Coverage and Medicare

### Individual CREDITABLE Coverage Disclosure

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare prescription drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. Your employer has determined that the prescription drug coverage offered is expected to pay, on average, as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When can you join a Medicare drug plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th. However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare prescription drug plan.

What happens to your current coverage if you decide to join a Medicare prescription drug plan?

Individuals who are eligible for Medicare should compare their current coverage, including which drugs are covered, with the coverage and cost of the plans offering Medicare prescription drug coverage in their area. If you are eligible for Medicare and do decide to



enroll in a Medicare prescription drug plan and drop your employer's group health plan prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back.

Please contact Human resources for more information about what happens to your coverage if you enroll in a Medicare prescription drug plan.

Your medical benefits brochure contains a description of your current prescription drug benefits.

#### When Will You Pay a Higher Premium (Penalty) to Join a Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with your employer and don't join a Medicare prescription drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later. If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For more information about this notice or your current prescription drug coverage...

Contact your Human Resources Department for further information NOTE: You will receive this notice annually, before the next period you can join a Medicare prescription drug plan, and if this coverage through your employer changes. You also may request a copy of this notice at any time.

For more information about your options under Medicare prescription drug coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans. For more information about Medicare prescription drug coverage:

- Visit [www.medicare.gov](http://www.medicare.gov)
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit the Social Security Administration (SSA) online at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call SSA at 1-800-772-1213 (TTY 1-800-325-0778).

*Remember: keep this creditable coverage notice. If you decide to join one of the Medicare prescription drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).*

# WELLNESS INCENTIVE PROGRAM

ARUP Laboratories' employees have access to a comprehensive Wellness Incentive Program. The confidential program provides covered employees and spouses with preferred medical benefit premiums.

1. Participation in the Wellness Incentive Program requires covered employees and spouses to participate in onsite Personal Health Profile (PHP). Registration is available at [aruplab.com/clinic/php](http://aruplab.com/clinic/php).
2. All three elements of the PHP must be completed, including:
  - health behavior and risk questionnaire
  - biometrics measures (height, weight, and blood pressure)
  - blood draw and lab results, including hemoglobin A1c, lipids, and creatinine.
3. If you or your spouse are unable to complete the onsite screening, contact the ARUP benefits team at 801-583-2787, ext.2282, or at [benefitshelp@aruplab.com](mailto:benefitshelp@aruplab.com).
4. ARUP Laboratories will not receive PHP results. The process is completely confidential. The benefits team will only receive notification that the employee and spouse have completed the profile.
5. The confidential PHP results will provide employee with personalized advice for health improvement. We encourage employees to take advantage of the available resources to maintain and improve healthy lifestyles.
6. ARUP is a smoke free campus. Use of tobacco products is prohibited. ARUP employees who do not use tobacco products are eligible for additional healthcare premium savings.
7. During the enrollment process, participants will be asked to choose an option for tobacco use. By selecting non-tobacco use, the participant is affirming that tobacco use in any form of tobacco products will not be consumed during the enrollment year. This includes all tobacco products that are smoked (i.e., cigarettes, cigars, pipes), applied to the gums (i.e., dipping, chewing tobacco, or snuff) and/or inhaled.
8. If the covered participant commences routine use of tobacco, the participant is no longer eligible for the premium reduction. This change must be reported to Human Resources immediately.
9. Intentional falsification of this election or failure to report commencement of use after making the election constitutes fraud.

## WOMEN'S HEALTH & CANCER RIGHTS ACT

The Women's Health and Cancer Rights Act (WHCRA) requires group health plans to make certain benefits available to participants who have undergone or who are going to have a mastectomy. In particular, a plan must offer mastectomy patients benefits for:

- Covered under the employer-sponsored medical plan, and
- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan. Your plans comply with these requirements.

## HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT Non-discrimination Requirements

Health Insurance Portability & Accountability Act (HIPAA) prohibits group health plans and health insurance issuers from discriminating against individuals in eligibility and continued eligibility for benefits and in individual premium or contribution rates based on health factors.

These health factors include: health status, medical condition (including both physical and mental illnesses), claims experience, receipt of health care, medical history, genetic information, evidence of insurability (including conditions arising out of acts of domestic violence and participation in activities such as motorcycling, snowmobiling, all-terrain vehicle riding, horseback riding, skiing, and other similar activities), and disability.

### Special Enrollment Rights

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, HIPAA Special Enrollment Rights require your plan to allow you and/or your dependents to enroll in your employer's plans (except dental and vision plans elected separately from your medical plans) if you or your dependents lose eligibility for that other coverage (or if the employer stopped contributing towards your or your dependents' other coverage). However, you must request enrollment within 30 days (60 days if the lost coverage was Medicaid or Healthy Families) after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, 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 dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption. Other midyear election changes may be permitted under your plan (refer to “Change in Status” section). To request special enrollment or obtain more information, contact your Human Resources Representative.

“HIPAA Special Enrollment Opportunities” include:

- COBRA (or state continuation coverage) exhaustion.
- Loss of other coverage <sup>(1)</sup>.
- Acquisition of a new spouse or dependent through marriage <sup>(1)</sup>, adoption <sup>(1)</sup>, placement for adoption <sup>(1)</sup> or birth <sup>(1)</sup>.
- Loss of state Children’s Health Insurance Program coverage (e.g., Healthy Families) (60-day notice) <sup>(1)</sup>.
- Employee or dependents become eligible for state Premium Assistance Subsidy Program (60-day notice).

#### “Change in Status” Permitted Midyear Election Changes

- Due to the Internal Revenue Service (IRS) regulations, in order to be eligible to take your premium contribution using pre-tax dollars, your election must be irrevocable for the entire plan year. As a result, your enrollment in the medical, dental, and vision plans or declination of coverage when you are first eligible, will remain in place until the next Open Enrollment period, unless you have an approved “change in status” as defined by the IRS.
- Examples of permitted “change in status” events include:
  - Change in legal marital status (e.g., marriage <sup>(2)</sup>, divorce or legal separation)
  - Change in number of dependents (e.g., birth <sup>(2)</sup>, adoption <sup>(2)</sup> or death)
  - Change in eligibility of a child
  - Change in your / your spouse’s / your state registered / unregistered / state registered and unregistered domestic partner’s employment status (e.g., reduction in hours affecting eligibility or change in employment)
  - A substantial change in your / your spouse’s / your state registered / unregistered / state registered and unregistered domestic partner’s benefits coverage
  - A relocation that impacts network access
  - Enrollment in state-based insurance Exchange
  - Medicare Part A or B enrollment
  - Qualified Medical Child Support Order or other judicial decree
  - A dependent’s eligibility ceases resulting in a loss of coverage <sup>(3)</sup>

- Loss of other coverage
- Change in employment status where you have a reduction in hours to an average below 30 hours of service per week, but continue to be eligible for benefits, and you intend to enroll in another plan that provides Minimum Essential Coverage that is effective no later than the first day of the second month following the date of revocation of your employer sponsored coverage
- You enroll, or intend to enroll, in a Qualified health Plan (QHP) through the State Marketplace (i.e. Exchange) and it is effective no later than the day immediately following the revocation of your employersponsored coverage.

You must notify Human Resources within 30 days of the above change in status, with the exception of the following which requires notice within 60 days:

- Loss of eligibility or enrollment in Medicaid or state health insurance programs (e.g., Healthy Families)

## Important Information on How Health Care Reform Affects Your Plan

### Prohibition on Excess Waiting Periods

Group health plans may not apply a waiting period that exceeds 90 days. A waiting period is defined as the period that must pass before coverage for an eligible employee or his or her dependent becomes effective under the Plan. State law may require shorter waiting periods for insured group health plans. California law requires fully insured plans to comply with the more restrictive waiting period limitation of no more than 60-days.

### Preexisting Condition Exclusion

Effective for Plan Years on or after January 1, 2014, Group health plans are prohibited from denying coverage or excluding specific benefits from coverage due to an individual's preexisting condition, regardless of the individual's age. A PCE includes any health condition or illness that is present before the coverage effective date, regardless of whether medical advice or treatment was actually received or recommended.

# Employee Rights & Responsibilities under the Family Medical Leave Act

## Basic Leave Entitlement

Family Medical Leave Act (FMLA) requires covered employers to provide up to 12 weeks of unpaid, jobprotected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, child or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

## Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness <sup>(1)</sup>; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. <sup>(1)</sup>

## Benefits & Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months (2), and if at least 50 employees are employed by the employer within 75 miles.

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Use of leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.



Employees must provide enough information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider; or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information: (866) 4US-WAGE ((866) 487-9243) TTY: (877) 889-5627  
[www.wagehour.dol.gov](http://www.wagehour.dol.gov).

# Uniformed Services Employment & Reemployment Rights Act Notice of 1994, Notice of Right to Continued Coverage under USERRA

## Right to Continue Coverage

Under the Uniformed Services Employment & Reemployment Rights Act of 1994 (USERRA), you (the employee) have the right to continue the coverage that you (and your covered dependents, if any) had under the Company Medical Plan if the following conditions are met:

- You are absent from work due to service in the uniformed services (defined below);
- You were covered under the Plan at the time your absence from work began; and
- You (or an appropriate officer of the uniformed services) provided your employer with advance notice of your absence from work (you are excused from meeting this condition if compliance is precluded by military necessity or is otherwise impossible or unreasonable under the circumstances).

## How to Continue Coverage

If the conditions are met, you (or your authorized representative) may elect to continue your coverage (and the coverage of your covered dependents, if any) under the Plan by completing and returning an Election Form 60 days after date that USERRA election notice is mailed, and by paying the applicable premium for your coverage as described below.

## What Happens if You Do Not Elect to Continue Coverage?

If you fail to submit a timely, completed Election Form as instructed or do not make a premium payment within the required time, you will lose your continuation rights under the Plan, unless compliance with these requirements is precluded by military necessity or is otherwise impossible or unreasonable under the circumstances.

If you do not elect continuation coverage, your coverage (and the coverage of your covered dependents, if any) under the Plan ends effective the end of the month in which you stop working due to your leave for uniformed service.

## Premium for Continuing Your Coverage

The premium that you must pay to continue your coverage depends on your period of service in the uniformed services. Contact Human Resources for more details.

## Length of Time Coverage Can Be Continued

If elected, continuation coverage can last 24 months from the date on which employee's leave for uniformed service began. However, coverage will automatically terminate earlier if one of the following events takes place:

- A premium is not paid in full within the required time;
- You fail to return to work or apply for reemployment within the time required under USERRA (see below) following the completion of your service in the uniformed services; or
- You lose your rights under USERRA as a result of a dishonorable discharge or other conduct specified in USERRA.

We will not provide advance notice to you when your continuation coverage terminates.

## Reporting to Work/Applying for Reemployment

Your right to continue coverage under USERRA will end if you do not notify Human Resources of your intent to return to work within the timeframe required under USERRA following the completion of your service in the uniformed services by either reporting to work (if your uniformed service was for less than 31 days) or applying for reemployment (if your uniformed service was for more than 30 days). The time for returning to work depends on the period of uniformed service, as follows:

<b>Period of Uniformed Service</b>	<b>Report to Work Requirement</b>
Less than 31 days	The beginning of the first regularly scheduled work period on the day following the completion of your service, after allowing for safe travel home and an eight-hour rest period, or if that is unreasonable or impossible through no fault of your own, then as soon as is possible.
31-180 days	Submit an application for reemployment within 14 days after completion of your service or, if that is unreasonable or impossible through no fault of your own, then as soon as is possible.
181 days or more	Submit an application for reemployment within 90 days after completion of your service.

Any period if for purposes of an examination for fitness to perform uniformed service.

Report by the beginning of the first regularly scheduled work period on the day following the completion of your service, after allowing for safe travel home and an eight-hour rest period, or if that is unreasonable or impossible through no fault of your own, as soon as is possible.

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Any period if you were hospitalized for or are convalescing from an injury or illness incurred or aggravated as a result of your service.

Report or submit an application for reemployment as above (depending on length of service period) except that time periods begin when you have recovered from your injuries or illness rather than upon completion of your service. Maximum period for recovering is limited to two years from completion of service but may be extended if circumstances beyond your control make it impossible or unreasonable for you to report to work within the above time periods

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## Definition

For you to be entitled to continued coverage under USERRA, your absence from work must be due to “service in the uniformed services.”

- “Uniformed services” means the Armed Forces, the Army National Guard, and the Air National Guard when an individual is engaged in active duty for training, inactive duty training, or full-time National Guard duty (i.e., pursuant to orders issued under federal law), the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.
- “Service in the uniformed services” or “service” means the performance of duty on a voluntary or involuntary basis in the uniformed services under competent authority, including active duty, active and inactive duty for training, National Guard duty under federal statute, a period for which a person is absent from employment for an examination to determine his or her fitness to perform any of these duties, and a period for which a person is absent from employment to perform certain funeral honors duty. It also includes certain service by intermittent disaster response appointees of the National Disaster Medical System (NDMS).