

## NOTICE

### **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.**

**1. *Purpose of this NOTICE.***

Pursuant to the Health Insurance Portability and Accountability Act of 1996, this NOTICE explains how the RADNOR TOWNSHIP SCHOOL DISTRICT GROUP HEALTH PLAN may use and disclose YOUR PROTECTED HEALTH INFORMATION. This NOTICE describes the types of information that is collected and YOUR rights with regards to that information.

**2. *Definitions.***

“GROUP HEALTH PLAN” refers to all self-insured employee welfare benefits plans established by the SCHOOL DISTRICT that provides, or pays the costs of, medical care. For the purposes of this NOTICE and YOUR rights under the Health Insurance Portability and Accountability Act of 1996, the GROUP HEALTH PLAN refers to the health care component designated as the GROUP HEALTH PLAN by the RADNOR TOWNSHIP SCHOOL DISTRICT.

“INCLUDES” and/or “INCLUDING” means inclusive of and not limited to and by way of example and not limitation.

“NOTICE” means this Notice of Privacy Practices.

“PLAN SPONSOR” refers to the RADNOR TOWNSHIP SCHOOL DISTRICT that establishes and maintains the GROUP HEALTH PLAN.

“PROTECTED HEALTH INFORMATION” means YOUR individually identifiable health information maintained in any form or medium by the GROUP HEALTH PLAN. PROTECTED HEALTH INFORMATION INCLUDES the following: YOUR health history; YOUR medical records; YOUR name, address, and date of birth; YOUR marital status; YOUR sex; YOUR social security number; information regarding YOUR dependents; and, other similar information that relates to past, present or future medical care.

PROTECTED HEALTH INFORMATION does **not** include YOUR individually identifiable health information that is part of employment records held by the RADNOR TOWNSHIP SCHOOL DISTRICT in its role as employer, INCLUDING medical certifications required by the Family and Medical Leave Act, requests for accommodations under the Americans with Disabilities Act, and health information submitted in connection with Workers’ Compensation claims.

“YOU” and “YOUR” refers to the person entitled to receive this NOTICE as a participant in THE GROUP HEALTH PLAN.

### **3. *Permitted Uses and Disclosures of PROTECTED HEALTH INFORMATION.***

#### **A. *Uses and Disclosures for Payment:***

The GROUP HEALTH PLAN may use and disclose YOUR PROTECTED HEALTH INFORMATION without YOUR authorization for its own payment activities as allowed by law, including to obtain premiums or to fulfill its responsibilities for coverage and provision of benefits under the GROUP HEALTH PLAN. For example, the GROUP HEALTH PLAN may provide YOUR PROTECTED HEALTH INFORMATION to health insurers or third party administrators for billing, claims management, collection activities, utilization review, and review of health care services with respect to medical necessity.

#### **B. *Uses and Disclosures for Operations:***

The GROUP HEALTH PLAN may use and disclose YOUR PROTECTED HEALTH INFORMATION without your authorization for all of its own health care operations as allowed by law, including conducting or arranging for medical review, legal services, obtaining stop loss or other insurance for the GROUP HEALTH PLAN, and auditing functions, including fraud and abuse detection and compliance programs.

### **4. *Uses and Disclosures for Which YOUR Authorization is Not Required:***

In the situations described below, the GROUP HEALTH PLAN may disclose YOUR PROTECTED HEALTH INFORMATION without obtaining YOUR consent:

- For workers' compensation purposes as authorized by, and to the extent necessary to comply with, applicable workers' compensation laws;
- When requested by a public health authority for the purpose of preventing or controlling disease, injury, or disability;
- When requested by a public health authority in connection with reporting of child abuse or neglect;
- To a government authority if the GROUP HEALTH PLAN: (1) reasonably believes that YOU may be the victim of abuse, neglect, or domestic violence; (2) is required by law to make the disclosure; (3) YOU are unable to consent to the disclosure; and, (4) reasonably believes, in the exercise of professional judgment, that informing YOU of the disclosure would place YOU at risk of serious harm;
- To a health oversight agency for oversight activities authorized by law, including: audits; civil, administrative, or criminal investigations; inspections; licensure or disciplinary actions; civil, administrative, or criminal proceedings or actions; or other activities necessary for appropriate oversight of the health care system;

- In response to an order of court or administrative tribunal, but only to the extent required by the order;
- In response to a subpoena, discovery request, or other lawful process, if the requesting party demonstrates that it made a good faith attempt to notify YOU of the request;
- To a law enforcement official, as required by law, pursuant to a warrant, subpoena, or other administrative summons;
- To a law enforcement official, upon request for the purpose of identifying or locating a suspect, fugitive, material witness, or missing person;
- To a law enforcement official, upon request, for identification of a victim of a crime, where YOU are unable to consent, where such information is not intended to be used against YOU, where immediate law enforcement activity depends upon the disclosure, and where the GROUP HEALTH PLAN determines that it is in YOUR best interests to make the disclosure;
- To a law enforcement official, for the purpose of alerting law enforcement of the death of the individual if the GROUP HEALTH PLAN has a suspicion that such death may have resulted from criminal conduct;
- To a law enforcement official, where the GROUP HEALTH PLAN believes in good faith that the PROTECTED HEALTH INFORMATION constitutes evidence of criminal conduct that occurred on the premises of the RADNOR TOWNSHIP SCHOOL DISTRICT;
- To a law enforcement official to avert a serious threat to health and safety
- To a coroner, medical examiner or funeral director as required by, or consistent with, applicable law;
- To organ procurement organizations or other entities engaged in the procurement, banking, or transplantation of cadaveric organs, eyes, or tissue for the purpose of facilitating organ, eye, or tissue donation and transplantation;
- To military, national security, and intelligence officials, as required by law;

**5. *Statement of Privacy Policy and Practices.***

It is the policy and practice of the GROUP HEALTH PLAN to maintain YOUR PROTECTED HEALTH INFORMATION confidential and to not use or disclose YOUR PROTECTED HEALTH INFORMATION unless YOU authorize such use or disclosure, or such use or disclosure is permitted or required by law as described in the “Permitted

Uses and Disclosures of PROTECTED HEALTH INFORMATION.” Any use or disclosure of YOUR PROTECTED HEALTH INFORMATION by the GROUP HEALTH PLAN, other than as listed in the “Permitted Uses and Disclosures of PROTECTED HEALTH INFORMATION” and “Uses and Disclosures for Which YOUR Authorization is Not Required” sections of this NOTICE, will only be made with YOUR prior written authorization. In situations where YOU authorize the GROUP HEALTH PLAN to disclose YOUR PROTECTED HEALTH INFORMATION, YOU may revoke that authorization. Such revocation must be in writing to the Contact Person designated in this NOTICE. If YOU provide proper written NOTICE of revocation of authorization, the GROUP HEALTH PLAN is bound by that revocation except to the extent that it has acted in reliance on the authorization.

The GROUP HEALTH PLAN has adopted appropriate administrative, technical and physical safeguards to prevent unauthorized uses and disclosures of YOUR PROTECTED HEALTH INFORMATION.

**6. *Provision of information to the PLAN SPONSOR:***

The GROUP HEALTH PLAN may disclose YOUR PROTECTED HEALTH INFORMATION to the PLAN SPONSOR. Disclosures of YOUR PROTECTED HEALTH INFORMATION to the PLAN SPONSOR will be limited as needed for the PLAN SPONSOR to carry out its administrative responsibilities. Information provided to the PLAN SPONSOR will not be used for the purpose of any employment-related actions or decisions in connection with any other benefit or employee benefit plan of the PLAN SPONSOR.

**7. *YOUR Rights Under the Health Insurance Portability and Accountability Act of 1996.***

**A. Restrictions.**

YOU have the right to request restrictions on how the GROUP HEALTH PLAN uses or discloses YOUR PROTECTED HEALTH INFORMATION. Such requests must be in writing to the Contact Person designated in this NOTICE. The GROUP HEALTH PLAN is not bound by YOUR request, and may refuse to accept the requested restriction. If the GROUP HEALTH PLAN agrees to YOUR request for a restriction, the GROUP HEALTH PLAN will notify YOU in writing of its acceptance of the restriction.

**B. Communication.**

YOU may request to receive communications of YOUR PROTECTED HEALTH INFORMATION by reasonable alternative means or at reasonable alternative locations, if disclosure of all or part of that information could endanger YOU. Such request must be made in writing to the Contact Person designated in this NOTICE, must specify how the alternative communication is to be made, and must explain that the reasonable alternative means or reasonable alternative locations are requested because disclosure of all or part of the information could endanger YOU.

**C. Right to Inspect.**

YOU have the right to inspect and/or copy YOUR PROTECTED HEALTH INFORMATION that is maintained in a designated record set by the GROUP HEALTH PLAN. A request to inspect or copy must be made in writing to the Contact Person designated in this NOTICE. The GROUP HEALTH PLAN will act on YOUR request within 30 days of receipt. If the GROUP HEALTH PLAN grants YOUR request, YOU may be charged a reasonable fee for copying and postage. If the GROUP HEALTH PLAN denies YOUR request, the GROUP HEALTH PLAN will inform YOU in writing and will explain how YOU may contest the denial.

**D. Right to Amend.**

YOU have the right to request an amendment of YOUR PROTECTED HEALTH INFORMATION maintained by the GROUP HEALTH PLAN. A request for an amendment of YOUR PROTECTED HEALTH INFORMATION must be made in writing to the Contact Person designated in this NOTICE and must explain in sufficient detail the reason for the amendment. The GROUP HEALTH PLAN will act on the request for amendment within 60 days of receipt. If the GROUP HEALTH PLAN denies YOUR request for amendment, the GROUP HEALTH PLAN will inform YOU in writing of the denial and will explain how YOU may contest the denial.

**E. Right to An Accounting.**

YOU have the right to request an accounting of all disclosures by the GROUP HEALTH PLAN of YOUR PROTECTED HEALTH INFORMATION in the six years prior to the date on which the accounting is requested, or since April 14, 2003, whichever period is shorter. A request for an accounting must be made in writing to the Contact Person designated in this NOTICE. The GROUP HEALTH PLAN will provide an accounting of all disclosures of YOUR PROTECTED HEALTH INFORMATION, except those that it is not required by law to disclose.

**F. Right to Receipt of this NOTICE.**

YOU have the right to receive a written copy of this NOTICE by requesting a copy from the Contact Person designated in this NOTICE.

**8. *The GROUP HEALTH PLAN'S Duties.***

The GROUP HEALTH PLAN is required by law to maintain the privacy of PROTECTED HEALTH INFORMATION and to provide individuals with NOTICE of its legal duties and privacy practices with respect to PROTECTED HEALTH INFORMATION.

The GROUP HEALTH PLAN will abide by the terms of the NOTICE in effect at the time action is taken.

**9. *Right to Change NOTICE.***

The GROUP HEALTH PLAN reserves the right to change the terms of its NOTICE and to make the new NOTICE provisions effective for all PROTECTED HEALTH INFORMATION that it maintains. If the GROUP HEALTH PLAN revises its NOTICE in any substantive manner, the GROUP HEALTH PLAN will notify YOU by regular mail of the revision. YOU may obtain a copy of the revised NOTICE by requesting it from the Contact Person designated in this NOTICE.

**10. *Complaint Procedure.***

YOU may complain to the GROUP HEALTH PLAN and to the Secretary of the United States Department of Health and Human Services if YOU believe that the GROUP HEALTH PLAN has violated YOUR privacy rights. If YOU wish to initiate a complaint with the GROUP HEALTH PLAN, YOU may do so by writing to the Contact Person designated in this NOTICE, stating the grounds for YOUR complaint and the individual(s) or entity(ies) that YOU believe violated YOUR privacy rights. The GROUP HEALTH PLAN will investigate YOUR complaint and will take appropriate action.

The RADNOR TOWNSHIP SCHOOL DISTRICT will not retaliate against YOU for filing a complaint, either with the GROUP HEALTH PLAN or with the Secretary of the United States Department of Health and Human Services.

**11. *Contact Person.***

The Contact Person for the GROUP HEALTH PLAN designated by this NOTICE is RADNOR TOWNSHIP SCHOOL DISTRICT'S Benefits Administrator. In the event that YOUR complaint concerns actions by the Contact Person, YOU may alternatively contact the Privacy Officer.

**12. *Effective Date.***

The effective date of this NOTICE is January 31, 2008.