

Notice of Privacy Practices
Human Resources Division – Employees Benefits Section (EBS)

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.

If you have questions about this notice, please contact 954-357-6500. This notice went into effect on April 14, 2003 and was revised on September 4, 2013 and will continue until we replace it.

EBS’S OBLIGATIONS:

- EBS is required by federal and state law to maintain the privacy of your Protected Health Information.
- The law requires us to give you this notice telling you about the law, your rights, and our privacy practices.
- The law requires us to abide by the terms of our notice that is currently in effect.

HOW WE MAY USE AND DISCLOSE HEALTH INFORMATION:

EBS has engaged a Third Party Administrator (TPA) to operate the Broward County Pharmacy Benefit Plan (the Plan) on behalf of our employees. In most cases, the use and disclosure of any Protected Health Information about you is handled by the TPA to make sure you get the benefits you qualify for, to administer the plan accurately and fairly, and as otherwise required by law. Your Protected Health Information may not be used or disclosed for employment-related purposes other than the administration of the Plan.

As a part of its day-to-day activities, EBS may receive, gather, and maintain personal and health information needed to determine your eligibility and keep track of your enrollment in the Plan. The following describes the ways we may use and disclose Protected Health Information that identifies you (“Health Information”). Except for the purposes described below, we will use and disclose Health Information only with your written permission. You may revoke such permission at any time by writing to our Privacy Liaison.

For Treatment. The TPA may use and disclose Health Information for your treatment and to provide you with treatment-related health care services. For example, the TPA may discuss your medical condition with doctors, nurses, technicians, or hospital staff to authorize or consider medications or services covered by the Pharmacy Benefit Plan.

For Payment. The TPA may use and disclose Health Information so that it may bill and receive payment from you, an insurance company, or a third party for the treatment and services you received. EBS may use your Health Information to pay for or account for services. For example, we may give your health plan information about you so that they will pay for your medication.

For Health Care Operations. EBS may use and disclose Health Information for health care operations purposes. These uses and disclosures are necessary to make sure that you receive quality care, to verify that you are actually receiving the services that are scheduled and to operate and manage our Division. For example, we may use your information to manage or purchase services. We may also use or disclose your information as necessary for legal, auditing, and management purposes.

For Performing Underwriting Activities. EBS will not use or disclose any genetic information for underwriting purposes.

Treatment Alternatives and Health Related Benefits and Services. We may use and disclose Health Information to contact you for the administration of the Plan. We also may use and disclose Health Information to tell you about treatment alternatives, medications, or health-related benefits and services that may be of interest to you.

Research. Under certain circumstances, we may use and disclose Health Information to licensed researchers or care groups, who are under strict rules regarding how they use and disclose Health Information. For example, researchers or medical review members may use the information about individuals with your condition for a study to improve ways to treat or manage diseases.

OTHER USES AND DISCLOSURES:

As Required by Law. We may disclose Health Information when required to do so by international, federal, state, or local law.

To Avert a Serious Threat to Health or Safety. We may use and disclose Health Information when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

Business Associates. We may disclose Health Information to our business associates that perform functions on our behalf or provide us with services if the information is necessary for such functions or services. For example, we may use another company to perform billing services on our behalf. All of our business associates are obligated to protect the privacy of your information and are not allowed to use or disclose any information other than as permitted by the terms of an applicable Business Associate Agreement.

Health Oversight Activities. We may disclose Health Information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Data Breach Notification Purposes. We may use or disclose your Health Information to provide legally required notices of unauthorized access to or disclosure of your Health Information.

Lawsuits, Disputes and Judicial Requests. If you are involved in a lawsuit or a dispute, we may disclose Health Information in response to a court or administrative order, subpoena, discovery request, or other lawful process.

Law Enforcement. We may release Health Information if asked by a law enforcement official if the information is in response to a court order, subpoena, warrant, or similar process.

Public Health Risks. We may disclose Health Information for public health activities. These activities generally include disclosures to prevent or control disease, injury or disability; report births and deaths; report child abuse or neglect; report reactions to medications or problems with products; notify people of recalls of products they may be using; a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Other Uses and Disclosures When Required or Authorized by Law. We may disclose Health Information to the following when required or authorized by law: Coroners, medical examiners and funeral directors; organ and tissue donation organizations; the military; national security and intelligence activities; protective services to the President; workers' compensation issues; inmates or individuals in custody of a correctional institution or law enforcement official.

USES AND DISCLOSURES THAT REQUIRE US TO GIVE YOU AN OPPORTUNITY TO OBJECT AND OPT OUT:

Individuals Involved in Your Care or Payment for Your Care. Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, your Health Information that directly relates to that person's involvement in your health care. For example, if a family member calls us with prior knowledge of a claim, we may confirm whether or not the claim has been received and paid. If you are unable to communicate, such as in an emergency, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment.

Disaster Relief. We may disclose Health Information to disaster relief organizations that seek your Health Information to coordinate your care, or notify family and friends of your location or condition in a disaster. We will provide you with an opportunity to agree or object to such a disclosure whenever we practically can do so.

YOUR WRITTEN AUTHORIZATION IS REQUIRED FOR OTHER USES AND DISCLOSURES:

The following uses and disclosures of your Health Information will be made only with your written authorization:

1. Uses and disclosures of Health Information for marketing purposes unless (1) the communication occurs face-to-face; (2) consists of marketing gifts of nominal value; (3) is regarding a prescription refill reminder that is for a prescription currently prescribed or a generic equivalent; (4) is for treatment pertaining to existing condition(s) and EBS does not receive any financial remuneration in either case or cash equivalent; or (5) communication from a healthcare provider to recommend or direct alternative treatments, therapies, healthcare providers, or settings of care when EBS does not receive any financial remuneration for making the communication; and

2. Disclosures that constitute a sale of your Health Information.

Other uses and disclosures of Health Information not covered by this notice or the laws that apply to us will be made only with your written authorization. If you do give us an authorization, you may revoke it at any time by submitting a written revocation to our Privacy Liaison and we will no longer disclose Health Information under the authorization. An authorization provided as a condition of obtaining insurance coverage, provides the insurer with the right to contest a claim under the policy of the policy itself. Any disclosure that we made in reliance on your authorization before you revoked it will not be affected by the revocation.

YOUR RIGHTS:

You have the following rights regarding Health Information we have about you:

Right to Inspect and Copy. You have a right to inspect and copy Health Information that may be used to make decisions about your care or payment for your care. This includes medical and billing records about you, or enrollment, payment, claims adjudication, and case or medical management systems, as applicable. You have the right to access in order to inspect and obtain a copy of your Health Information contained in your designated record set, except for (1) psychotherapy notes; (2) information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative proceeding; and (3) Health Information maintained by us to the extent to which the provision of access to you would be prohibited by law. To inspect and copy this Health Information, you must make your request, in writing, to the address listed at the end of this notice. We have up to 30 days to make your Health Information available to you and we may charge you a reasonable fee for the costs of copying, mailing or other supplies associated with your request. We may deny your request under certain limited circumstances. If we do deny your request, you have the right to have the denial reviewed by a licensed healthcare professional who was not directly involved in the denial of your request, and we will comply with the outcome of the review.

Right to an Electronic Copy of Electronic Medical Records. If your Health Information is maintained in an electronic format (known as an electronic medical record or an electronic health record), you have the right to request that an electronic copy of your record be given to you or transmitted to another individual or entity. We will make every effort to provide access to your Health Information in the form or format you request, if it is readily producible in such form or format. If the Health Information is not readily producible in the form or format you request your record will be provided in either our standard electronic format or if you do not want this form or format, a readable hard copy form. We may charge you a reasonable, cost-based fee for the labor associated with transmitting the electronic medical record.

Right to Get Notice of a Breach. You have the right to be notified upon a breach of any of your unsecured Health Information.

Right to Amend. If you feel that the Health Information we have is incorrect or incomplete, you may ask us to amend the information. To request an amendment, you must make your request, in writing, with a description of the reason you want your record amended, to the address listed at the end of this notice. EBS may deny your request if: (1) the information was not created by EBS, unless you provide a

reasonable basis that the person or entity that created the information is no longer available to make the amendment; (2) the information is not part of the Health Information kept by EBS; (3) the information is not part of the Health Information which you would be permitted to inspect or copy; or (4) the information is accurate and complete. If we deny your request you have the right to file a statement of disagreement with us and we may prepare a rebuttal to your statement and will provide you with a copy.

Right to an Accounting of Disclosures. You have the right to request a list of certain disclosures we made of Health Information for purposes other than treatment, payment and health care operations or for which you did not provide a written authorization. The first accounting of disclosures in any 12 month period will be free. Any additional requests within that same time period may be charged a reasonable cost-based fee. To request an accounting of disclosures, you must make your request, in writing, to the address listed at the end of this notice.

Right to Request Restrictions. You have the right to request a restriction or limitation on the Health Information we use or disclose for treatment, payment, or health care operations. You also have the right to request a limit on the Health Information we disclose to someone involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not share information about a particular medication with your spouse. To request a restriction, you must make your request, in writing and describe the specific restriction, to the address listed at the end of this notice. We are not required to agree to your request unless you are asking us to restrict the use and disclosure of your Health Information to a health plan for payment or health care operation purposes and such information you wish to restrict pertains solely to a health care item or service for which you have paid us “out-of-pocket” in full. If we agree, we will comply with your request unless the information is needed to provide you with emergency treatment or otherwise required by law.

Out-of-Pocket-Payments. If you paid out-of-pocket (or in other words, you have requested that we not bill the Plan) in full for a specific item or service, you have the right to ask that your Health Information with respect to that item or service not be disclosed to the Plan for purposes of payment or health care operations, and we will honor that request.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location if you state that the disclosure of information could endanger you. For example, you can ask that we only contact you by mail or at work. To request confidential communications, you must make your request, in writing, to the address listed at the end of this notice. Your request must specify how or where you wish to be contacted. We will accommodate reasonable requests.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this notice. You may ask us to give you a copy of this notice at any time. Even if you have agreed to receive this notice electronically, you are still entitled to a paper copy of this notice. You may obtain a copy of this notice at our web site, www.broward.org.

CHANGES TO THIS NOTICE:

We reserve the right to change this notice and make the new notice apply to Health Information we already have as well as any information we receive in the future. We will post a copy of our current notice at our office and website.

COMPLAINTS:

If you believe your privacy rights have been violated, you may file a complaint with our office or with the Secretary of the Department of Health and Human Services. To file a complaint with our office, contact the Broward County Office of Intergovernmental Affairs and Professional Standards, 115 S. Andrews Avenue, Suite 427, Fort Lauderdale, Florida 33301, telephone 954-357-6500. All complaints must be made in writing. **You will not be retaliated against for filing a complaint.**

If you have any questions in reference to this notice please contact 954-357-6500.

REQUESTS:

All requests must be made in writing and mailed to the HIPAA Privacy Liaison, 115 S. Andrews Avenue, Room 514, Fort Lauderdale, Florida 33301.