

Notice of Privacy Practices

Human Resources Division – Employees Benefits Section

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 954-357-7800. This notice went into effect on January 1, 2015, was updated on August 20, 2019, and will continue until we replace it.

HEALTH PLAN:

This Notice describes the privacy practices of Broward County's Health Plan (the "Plan"). The Plan provides health benefits to eligible employees of Broward County (the "Plan Sponsor") and their eligible dependents.

PLAN'S PRIVACY OBLIGATIONS:

- The Plan is required by federal and Florida law to maintain the privacy of your Protected Health Information about you that it creates or receives.
- The law requires the Plan to give you this notice telling you about the law, your rights, and the Plan's privacy practices.
- the law requires the Plan to abide by the terms of this notice that is currently in effect.

HOW THE PLAN MAY USE AND DISCLOSE HEALTH INFORMATION:

As a part of its day-to-day activities, the Plan may receive, gather, and maintain personal and health information needed to determine your eligibility, keep track of your enrollment in the Plan, and administer the Plan. Only Protected Health Information ("Health Information") that may specifically identify you and is created, received, used or disclosed by the Plan is protected by the Health Insurance Portability Act of 1996 ("HIPAA). The following describes the ways the Plan may use and disclose Health Information that identifies you. Except for the purposes described below, the Plan 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 Plan may disclose Health Information for your treatment and to provide you with treatment-related health care services. For example, the Plan may disclose to a treating specialist the name of your treating primary care physician so the two can confer regarding your treatment plan.

For Payment. The Plan 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. The Plan may use your Health Information to pay for or account for services. For example, the Plan may use and disclose Health Information about you to determine and fulfill the Plan's responsibility to provide health benefits, such as coverage determinations, administering claims, and coordinating benefits with other coverage you may have.

For Health Care Operations. The Plan 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 the Plan. For example, the Plan may use your information to manage or purchase services. The Plan may also use or disclose your information as necessary for legal, auditing, and management purposes. The Plan will not use or disclose any genetic information for underwriting purposes.

Disclosure to Plan Sponsor. The Plan may disclose your Health Information to certain employees under the control of the Plan Sponsor for purposes of administering the Plan. The Plan Sponsor is not permitted to use your Health Information disclosed by or on behalf of the Plan for any other purpose than the administration of the Plan. The Plan Sponsor cannot use your Health

Information obtained from the Plan for any employment-related actions without your authorization. However, Health Information derived from other sources, for example in connection with an application for disability benefits, worker's compensation files, or leave qualifying under the Family and Medical Leave Act, is not covered by HIPAA or this Notice.

Business Associates. The Plan may disclose Health Information to our business associates that perform functions on the Plan's behalf or provide the Plan with services if the information is necessary for such functions or services. For example, the Plan may use another company to perform billing services on our behalf. All of the Plan's 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.

Treatment Alternatives and Health Related Benefits and Services. The Plan may use and disclose Health Information to contact you for the administration of the Plan. The Plan 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, the Plan 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. The Plan 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. The Plan 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.

Health Oversight Activities. The Plan 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. The Plan 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, the Plan may disclose Health Information in response to a court or administrative order, subpoena, discovery request, or other lawful process.

Law Enforcement. The Plan 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. The Plan 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 the Plan believes a patient has been the victim of abuse, neglect or domestic violence. The Plan 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. The Plan 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, the Plan 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, the Plan may confirm whether or not the claim has been received and paid. If you are unable to communicate, such as in an emergency, the Plan may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment.

Disaster Relief. The Plan 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. The Plan 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 for treatment pertaining to existing condition(s) and the Plan does not receive any financial remuneration in either case or cash equivalent; or (4) communication from a healthcare provider to recommend or direct alternative treatments, therapies, healthcare providers, or settings of care when the Plan 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 the Plan will be made only with your written authorization. If you do give the Plan an authorization, you may revoke it at any time by submitting a written revocation to the Plan's Privacy Liaison and the Plan 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 the Plan 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 the Plan has 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 the Plan 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. The Plan has up to 30 days to make your Health Information available to you and may charge you a reasonable fee for the costs of copying, mailing or other supplies associated with your request. The Plan may deny your request under certain limited circumstances. If the Plan does 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 the Plan 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. The Plan 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. The Plan 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 the Plan has is incorrect or incomplete, you may ask the Plan 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. The Plan may deny your request if: (1) the information was not created by the Plan, 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 the Plan; (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 the Plan denies your request you have the right to file a statement of disagreement with the Plan and the Plan 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 the Plan 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 the Plan uses or discloses for treatment, payment, or health care operations. You also have the right to request a limit on the Health Information the Plan discloses to someone involved in your care or the payment for your care, like a family member or friend. For example, you could ask that the Plan 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. The Plan is 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 the Plan agrees, the Plan 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 the Plan will honor that request.

Right to Request Confidential Communications. You have the right to request that the Plan 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 the Plan 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. The Plan will accommodate reasonable requests.

Personal Representative. You may exercise your rights to your Health Information through a personal representative. Your Personal Representative will generally be required to produce evidence of the authority to act on your behalf before the Personal Representative will be given access to your Health Information or be allowed to take any action for you. Proof of authority may be made by a power of attorney, a court order of appointment of the person as your legal guardian or conservator, or if you are the parent of a minor child. The Plan reserves the right to not treat a person as your personal representative if the Plan has a reasonable belief that you have been or may be subjected to domestic violence, abuse, or neglect by such person, treating such person as the personal representative could endanger you, and if the Plan, in the exercise of professional judgment, decides that it is not in your best interest to treat the person as your personal representative.

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:

The Plan reserves the right to change this notice and make the new notice apply to Health Information the Plan already has as well as any information the Plan receives in the future. The Plan will post a copy of a new Notice at our office and website, and is available upon request.

Limitation on Application of Notice. This Notice does not apply to information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual. The Plan may use or disclose "summary health information" to the Plan Sponsor for its purposes of obtaining premium bids or modifying, amending or terminating the Plan. Summary health information is information that summaries claims history, claims expenses or types of claims experienced by individuals for whom the Plan Sponsor provides benefits under the Plan and from which the individual identifying information, except for five digit zip codes, has been deleted. The Plan and Plan Sponsor also may use or disclose eligibility and enrollment information without your Authorization.

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 Professional Standards and Human Rights Section at 115 S. Andrews Avenue, Suite 427, Fort Lauderdale, Florida 33301, telephone 954-357-7800. 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- 7800.

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.