

**September 2016**

**To: Active and Retired Employees Eligible for Benefits under the Fresno Unified School District's Employee Health Care Plan**

**Re: Required Legal Notices**

### **WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998**

Under federal law, group health plans, insurers, and HMOs that provide medical and surgical benefits in connection with a mastectomy must provide benefits for certain reconstructive surgery, effective for the first plan year beginning on or after October 21, 1998.

In the case of a participant or beneficiary who is receiving benefits under the plan in connection with a mastectomy and who elects breast reconstruction, federal law requires coverage in a manner determined in consultation with the attending physician and the patient, for 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 at all stages of the mastectomy, including lymphedemas.

Each of the medical plan options available through the Fresno Unified School District Health Plan currently covers mastectomies and reconstructive surgery. Coverage is subject to each plan's deductibles, coinsurance and benefit provisions. These provisions are generally described in the Plan Booklet or Explanation of Coverage.

### **NEWBORN MOTHERS HEALTH PROTECTION ACT**

Under the Newborn and Mothers Health Protection Act, the following language is now included in the Health Plan:

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours for the eligible mother and newborn child following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). The time periods outlined above begin at the birth of the child. The law also prohibits a plan from requiring a health care practitioner to obtain authorization from the Plan for prescribing a length of stay not in excess of those periods.

## 2017 CERTIFICATE OF CREDITABLE PRESCRIPTION DRUG COVERAGE

### **Important Notice from the Fresno Unified School District About Your Prescription Drug Coverage and Medicare**

**Please read this notice carefully and keep it where you can find it.** This notice has information about your current prescription drug coverage with the Fresno Unified School District 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 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. **If you or your dependents are enrolled in the Fresno Unified School District EnvisionRx Plus or Kaiser Permanente Senior Advantage Medicare Prescription Plan, this notice does not currently apply to you/your dependents.**

**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. The Fresno Unified School District has determined that the prescription drug coverage offered by the Fresno Unified School District Employee Health Care Plan is, on average for all plan participants, expected to pay out 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.

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#### **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 drug plan.

#### **What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?**

If you decide to join a Medicare drug plan, your current Fresno Unified School District **medical** coverage will not be affected. You may keep this coverage if you elect Part D, *however*, this plan

will not coordinate with Part D coverage; will not reimburse you for Part D premiums; nor will it be responsible for any “income-related” monthly adjustment amount (IRMAA) imposed by Medicare. *If you do decide to join a Medicare drug plan and drop your current Fresno Unified School District **prescription** coverage, be aware that you and your dependents will not be able to get this **prescription** coverage back.*

### **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 the Fresno Unified School District and don't join a Medicare 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.

### **Do I need to do anything now?**

No, you can keep using the Fresno Unified School District prescription drug coverage the same as you always have. Your copayments will not change, nor will any pharmacy network.

### **For More Information About This Notice Or Your Current Prescription Drug Coverage...**

Contact the Fresno Unified School District Benefit Office listed on page 3 for further information. **NOTE:** You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through the Fresno Unified School District 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. In California, it is the “Health Insurance Counseling and Advocacy Program” (HICAP) and can be reached (by non-cell phones only) at 1-800-434-0222.
- 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 Social Security on the web at [www.socialsecurity.gov](http://www.socialsecurity.gov), or call them 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 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).**

**Date:** September 1, 2016  
**Plan Sponsor:** Fresno Unified School District  
**Contact:** Fresno Unified School District Benefit Office  
**Address:** 2309 East Tulare Street, Fresno, CA 93721  
**Telephone:** (559) 457-3520

## **NOTICE OF PRIVACY PRACTICES FOR PROTECTED HEALTH INFORMATION**

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.

A copy of this Notice can be obtained at any time by writing or calling the Fresno Unified School District Benefit Office and requesting a copy.

### **GENERAL PRIVACY RULES**

The Joint Health Management Board (“JHMB”), as the sponsor of the Fresno Unified School District Employee Health Care Plan (the “Plan”) is required by law to maintain the privacy of protected health information and to provide you with notice of its legal duties and privacy practices with respect to your protected health information, and to notify you if there is a breach of your unsecured protected health information.

This notice describes the Plan’s legal duties and privacy practices including:

- The Plan’s uses and disclosures of protected health information;
- Your privacy rights with respect to such information;
- The Plan’s duties with respect to such information;
- The person or office to contact for further information about the Plan’s privacy practices.

### **Section 1. Notice of Uses and Disclosures**

(a) Required Uses and Disclosures. Upon your request, the Plan is required to give you access to certain protected health information, which includes all individually identifiable health information in order to inspect and copy it. Use and disclosure of your protected health information may be required by the Secretary of the Department of Health and Human Services to investigate or determine the Plan’s compliance with the privacy regulations.

(b) Uses and disclosures to carry out treatment, payment and health care operations without your consent or authorization. The Plan and its business associates will use protected health information without your consent, authorization or opportunity to agree or object to carry out “treatment, payment and health care operations” as defined below.

(i) *Treatment* is the provision, coordination or management of health care and related services. For example, your pharmacy may contact your treating physician to refill your prescription for medication.

(ii) *Payment* includes but is not limited to actions to make coverage determinations and to provide payment for the treatment you receive. For example, the Plan use and disclose your protected health information to pay and manage your claims, coordinate your benefits and review health care services provided to you.

(iii) *Health care operations* include but are not limited to quality assessment and improvement, reviewing competence or qualifications of health care professionals, underwriting, premium rating and other insurance activities relating to creating or renewing insurance contracts and related business services. For example, the Plan may use information about your claims to refer you to a disease management program, project future benefit costs and audit the accuracy of its claims processing functions.

(c) Other uses and disclosures for which consent, authorization or opportunity to object is not required. Use and disclosure of your protected health information is allowed without your consent, authorization or request under the following circumstances:

(i) When required by law. The Plan may use and disclose your protected health information when required by law, and when the use or disclosure complies with and is limited to the relevant requirement of such law.

(ii) When permitted for purposes of public health activities. For example, protected health information may be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.

(iii) Reports about victims of abuse, neglect or domestic violence to government entities. The Plan will disclose your protected health information in these reports only if the Plan is required or authorized to do so by law, or if you otherwise agree.

(iv) To a public health oversight agencies. The Plan will provide protected health information as requested to government agencies that have the authority to audit our operations. This includes uses or disclosures in civil, administrative or criminal investigations; inspections; licensures or disciplinary actions (for example, to investigate complaints against providers); and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).

(v) When required for judicial or administrative proceedings, provided certain conditions are met. Those conditions include that satisfactory assurances are given to the Plan that the requesting party has made a good faith attempt to provide written notice to you, the notice provided sufficient information about the proceeding to permit you to raise an objection and no objections were raised or were resolved in favor of disclosure by the court or tribunal.

(vi) When required for law enforcement purposes. The Plan may release protected health information if asked to do so by a law enforcement official in the following circumstances: (1) to respond to a court order, subpoena, warrant, summons or similar process; (2) to identify or locate a suspect, fugitive, material witness or missing person, (3) to assist the victim of a crime if, under certain limited circumstances, the Plan is unable to obtain the person's agreement, (4) to investigate a death the Plan believes may be due to criminal conduct, (5) to investigate criminal conduct, and (6) to report a crime, its location or victims or the identity, description or location of the person who committed the crime (in emergency circumstances).

(vii) When required to be given to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death or other duties as authorized by law. Also,

disclosure is permitted to funeral directors, consistent with applicable law, as necessary to carry out their duties with respect to the decedent.

(viii) Organ procurement. The Plan may disclose protected health information to facilitate organ donation and transplantation.

(ix) Medical research. The Plan may disclose protected health information for medical research projects, subject to strict legal restrictions.

(x) When consistent with applicable law and standards of ethical conduct if the Plan, in good faith, believes the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.

(xi) Special government functions. The Plan may disclose protected health information to various departments of the government such as the U.S. military or U.S. Department of State.

(xii) When authorized by and to the extent necessary to comply with workers' compensation or other similar programs established by law.

(d) Uses and disclosures that require that you be given an opportunity to agree or disagree prior to the use or disclosure. Disclosure of your protected health information to family members, other relatives and your close personal friends is allowed if the information is directly relevant to the family or friend's involvement with your care or payment for that care and you have either agreed to the disclosure or have been given an opportunity to object and have not objected.

(e) Uses and disclosures that require your written authorization or consent.

(i) In general, the Plan will obtain a written authorization before using or disclosing your protected health information whenever it is required to do so under the privacy rules. For example, we will not supply confidential information to another company for its marketing purposes (unless it is for Health Care Operations), for sale (unless under strict legal restrictions), or to a potential employer with whom you are seeking employment without your signed authorization. Your written authorization generally will be obtained before the Plan will use or disclose psychotherapy notes about you from your psychotherapist. The Plan may use and disclose psychotherapy notes when needed by the Plan to defend against litigation filed by you. The Plan will not disclose to third parties the results of genetic testing in a manner which includes individually identifying characteristics without your written authorization, nor will it use or disclose your genetic information for underwriting purposes.

(ii) The Plan may require your consent to disclose protected health information, even to carry out treatment, payment or health care operations, to certain individuals or organizations. For example, if your union representative is helping you with a claim the Plan may require you to sign a consent form before it will disclose protected health information to that person.

(iii) Other uses and disclosures not described in this notices will be made only with your written authorization.

(iv) You may revoke an authorization that you previously have given by sending a written request to our Privacy Officer, but not with respect to any actions the Plan has already taken.

## **Section 2. Rights of Individuals**

(a) Right to Request Restrictions on Protected Health Information Uses and Disclosures. You may request the Plan to restrict uses and disclosures of your protected health information to carry out treatment, payment or health care operations, or to restrict uses and disclosures to family members, relatives, friends or other persons identified by you who are involved in your care or payment for your care. While the Plan will consider all requests for restrictions carefully, the Plan is not required to agree to your request. However, the Plan must comply with your request to restrict disclosure of your protected health information for payment or health care operations purposes if you paid for these services in full, out of pocket.

Such requests should be made to the individual identified in Section 5.

(b) Right to Receive Confidential Communications of PHI. The Plan will accommodate reasonable requests to receive communications of protected health information by alternative means or at alternative locations. The Plan must agree to your request if you state that disclosure of the information will put you in danger. You or your personal representative will be required to complete a form to request restrictions on uses and disclosures of your protected health information. Such request should be made to the individual identified in Section 5.

(c) Right to Inspect and Copy Protected Health Information. Except under certain circumstances limited by law, you have a right to inspect and obtain a copy of your protected health information “in a designated record set” for as long as the Plan maintains the protected health information.

“Protected health information” includes all individually identifiable health information transmitted or maintained by the Plan regardless of form.

“Designated record set” includes the medical records and billing records about individuals maintained by or for a covered health care provider; enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan; or other information used in whole or in part by or for the covered entity to make decisions about individuals. Information used for quality control or peer review analysis and not used to make decisions about individuals is not in the designated record set.

The requested information will be provided within 30 days. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. If the information you request is in an electronic health record, you may request that these records be transmitted electronically to yourself or a designated individual. If you request copies of your protected health information, the Plan may charge a reasonable fee to cover the cost.

You or your personal representative will be required to complete a form to request access to the protected health information. Requests for access to protected health information should be made to the individual identified in Section 5. If access is denied, you and your personal representative will be



provided with a written denial setting forth the basis for the denial, a description of how you may exercise rights to review and a description of how you may complain to the Secretary of the U.S. Department of Health and Human Services.

(d) Right to Amend Protected Health Information. You have the right to request that the individual identified in Section 5 amend your protected health information or a record about you in a designated record set for as long as the protected health information is maintained by the Plan. You or your personal representative will be required to complete a form to request amendment of the protected health information. The Plan may deny your request if you ask us to amend information that: (i) was not created by the Plan, unless the person who created the information is no longer available to make the amendment, (ii) is not part of the protected health information we keep about you, (iii) is not part of the protected health information that you would be allowed to see or copy, or, (iv) is determined by the Plan to be accurate and complete.

The Plan has 60 days after the request is made to act on the request. A single 30-day extension is allowed if the Plan is unable to comply with the deadline. If the request is denied in whole or part, the Plan must provide you with a written denial that explains the basis for the denial. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your protected health information.

(e) The Right to Receive an Accounting of Protected Health Information Disclosures. You have the right to request a list of protected health information disclosures, which is also referred to as an accounting.

The list will not include disclosures the Plan has made as authorized by law. For example, the accounting will not include disclosures made for treatment, payment, and health care operation purposes (except as noted in the last paragraph of this subsection (d)). Also, no accounting will be made for disclosures made directly to you or under an authorization that you provided or those made to your family or friends. The list will not include disclosures the Plan has made for national security purposes or law enforcement personnel or disclosures made before April 14, 2003.

The list provided by the Plan will include disclosures made within the last six years (subject to the April 14, 2003 beginning date) unless you specify a shorter period. The first list you request within a 12 month period will be free. You may be charged a reasonable fee for providing any additional lists within a 12-month period.

If the accounting cannot be provided within 60 days, an additional 30 days is allowed if the individual is given a written statement of the reasons for the delay and the date by which the accounting will be provided.

You may also request and receive an accounting of disclosures made for payment, treatment, or health care operations during the prior three years for disclosures made as of January 1, 2014 for electronic health records acquired before January 1, 2009, or January 1, 2011 for electronic health records acquired on or after January 1, 2009.

(f) Personal Representatives. You may exercise your rights through a personal representative. Your personal representative will be required to produce evidence of his/her authority to

act on your behalf before that person will be given access to your protected health information or allowed to take any action for you. Proof of such authority may take one of the following forms: (1) A power of attorney for health care purposes, notarized by a notary public, (2) A court order of appointment of the person as the conservator or guardian of the individual, or (3) An individual who is the parent of a minor child.

The Plan retains discretion to deny access to your protected health information to a personal representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect. This also applies to personal representatives of minors.

(g) Right to Request a Paper Copy. If you agree to receive this Privacy Notice electronically, you have the right to obtain a paper copy of this Privacy Notice upon request from the individual identified in Section 5.

### **Section 3. The Plan's Duties**

(a) General Duty. The Plan is required to comply with the terms of this notice. However, the Plan reserves the right to change its privacy practices and to apply the changes to any protected health information received or maintained by the Plan prior to that date. If a privacy practice is changed, a revised version of this notice will be provided to all past and present participants and beneficiaries for whom the Plan still maintains protected health information. The revised notice will be mailed to all active and retired plan participants. Any revised version of this notice will be distributed within 60 days of the effective date of any material change to the uses or disclosures, the individual's rights, the duties of the Plan or other privacy practices stated in this notice.

(b) Minimum Necessary Standard. When using or disclosing protected health information or when requesting protected health information from another covered entity, the Plan will make reasonable efforts not to use, disclose or request more than the Limited Data Set, or if necessary, the minimum necessary information necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations.

However, the minimum necessary standard will not apply in the following situations:

- (i) Disclosures to or requests by a health care provider for treatment;
- (ii) Uses or disclosures made to the participant or beneficiary;
- (iii) Disclosures made to the Secretary of the U.S. Department of Health and Human Services;
- (iv) Uses or disclosures that are required by law; and
- (v) Uses or disclosures that are required for the Plan's compliance with legal regulations.

(c) **De-Identified Information.** This notice does not apply to information that has been de-identified. De-identified information is 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 the individual.

In addition, the Plan may use or disclose “summary health information” for obtaining premium bids or modifying, amending or terminating the group health plan, which summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor has provided health benefits under a group health plan; and from which identifying information has been deleted in accordance with HIPAA.

#### **Section 4. Your Right to File A Complaint With the Plan or the HHS Secretary**

If you believe that your privacy rights have been violated, you may file a complaint with the Privacy Officer named in Section 5 below, or with the Secretary of the U.S. Department of Health and Human Services. To file a complaint with the Plan, put your complaint in writing and address it to the Privacy Officer named in Section 5 below. The Plan will not retaliate against you for filing a complaint. You may also contact the Privacy Officer if you have questions or comments about our privacy practices.

You may file a complaint with the Secretary of the U.S. Department of Health and Human Services online at [https://ocrportal.hhs.gov/ocr/cp/complaint\\_frontpage.jsf](https://ocrportal.hhs.gov/ocr/cp/complaint_frontpage.jsf) or by mailing your complaint to the appropriate the HHS Regional office. The list of regional offices can be found at <http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html>. If you need help filing a complaint or have a question about the complaint or consent forms, please e-mail OCR at [OCRCComplaint@hhs.gov](mailto:OCRCComplaint@hhs.gov).

#### **Section 5. Whom to Contact at the Plan for More Information**

If you have any questions regarding this notice or the subjects addressed in it, you may contact:

Andrew De La Torre  
Fresno Unified School District  
Benefits & Risk Management  
2309 Tulare Ave.  
Fresno, CA. 93721  
(559) 457.3596