



# *SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO*

300 E. BROAD ST., SUITE 100 • COLUMBUS, OHIO 43215-3746  
614-222-5853 • Toll-Free 800-878-5853 • www.ohsers.org

## **NOTICE OF PRIVACY PRACTICES**

### **SELF-FUNDED HEALTH PLAN**

**EFFECTIVE DATE OF PRIVACY NOTICE: November 1, 2013**

**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 any questions about this notice, please contact: SERS Enterprise Risk Management Officer, SERS, 300 E. Broad St., Columbus, OH 43215.

#### **Uses and Disclosures of Medical Information**

SERS is committed to protecting your privacy rights. We receive health information from you through applications, communications with you and through the processing of claims submitted to the health plan. The following categories describe different ways that we use and share medical information. Not every possible use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

#### **A. Treatment, Payment, Health Care Operations, and Administration**

- (i) **Treatment** – We may share your health information with professionals who are treating you. For example, we may share health information through our health plan administrator with your doctor to help arrange additional services.
- (ii) **Payment** – We may use and disclose your health information as we pay for your health services. For example, we may use or disclose health information about you to our business partners that administer the health plan, a governmental payer or other responsible third party for the purpose of receiving payment for the medical treatment you have received or to provide your doctor eligibility information.
- (iii) **Health Care Operations** - We may use and disclose medical information about you for purposes of health care operations. These uses and disclosures are necessary to ensure that you receive quality care. Some examples of these uses and disclosures include but are not limited to (1) uses by our enrollee advocates who act as a liaison between you and various health plan administrators, (2) quality assessment through the distribution and analysis of satisfaction surveys, (3) health care and disease management functions, (4) data management through the Information Technology Systems department. We may also combine your health information with that of others enrolled in the health plan to evaluate the benefits provided by the health plan and to evaluate the quality of care received as a whole. We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.
- (iv) **Administration** - We may also use and disclose medical information about you for general administrative activities, including customer service, cost management, auditing

and legal services. In addition, we may send you information based on your own health information to tell you about or recommend possible treatment options or alternatives that may be of interest to you or to tell you about health-related benefits or services that may be of interest to you.

B. Other Uses and Disclosures for which your authorization is not necessary

In limited instances, we may use and disclose medical information without your authorization in the following situations:

- (i) **Uses and Disclosures for Disaster Relief Purposes** - For the limited circumstances of disaster relief efforts, we may disclose medical information about you to your close family or friends, or to a public or private disaster relief entity.
- (ii) **Uses and Disclosures Required by Law** - We may use or disclose medical information to the extent that such use or disclosure is required by federal, state, or local law and the use or disclosure complies with and is limited to the relevant requirements of such law;
- (iii) **Uses and Disclosures for Public Health Activities** - We may use or disclose medical information about you to the Public Health Authorities for public health purposes.
- (iv) **Uses and Disclosures for Health Oversight Activities** - We may disclose or use medical information to a health oversight agency for oversight activities authorized by law, including audits; civil, administrative, or criminal investigations; inspections; or licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.
- (v) **Disclosures for Judicial and Administrative Proceedings** - If you are involved in a legal dispute, we may disclose medical information about you in the course of any judicial or administrative proceeding with a valid court order or appropriate subpoena or discovery request. We will make all reasonable efforts to tell you about this request before making this disclosure.
- (vi) **Disclosures for Law Enforcement Purposes** - We may disclose medical information if asked to do so by a law enforcement official for limited law enforcement purposes.
- (vii) **Uses and Disclosures for Specialized Government Functions** - We may use or disclose medical information of individuals who are Armed Forces personnel for activities deemed necessary by appropriate military command authorities. We may use or disclose medical information to authorized federal officials for national security and intelligence purposes and for protection of the President of the United States or other heads of state. In some circumstances, we may use or disclose medical information about an inmate or individual that the correctional institution has lawful custody of.
- (viii) **Uses and Disclosures for Workers' Compensation** - We may disclose medical information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs. These programs provide benefits for work-related injuries.

- (ix) **Disclosures to Business Associates** - We may disclose medical information to business associates with whom we contract to perform certain services.

C. Other Uses and Disclosures for which your authorization is required

Use and disclosure of medical information for purposes not listed above in parts A and B will only be made with your written authorization. In addition, we will not share your information in the situations described below unless you have authorized us to do so in writing. You may revoke this authorization at any time by providing us with written notice of such revocation. Your revocation shall become effective immediately upon our receipt of such notice, except to the extent that we have already relied upon your previous authorization.

- (i) **Communications with Family or Others Involved In Your Care.** With your approval, we may disclose information to designated family, friends, guardians, persons authorized by a durable power of attorney for health care, personal representative, or others involved in your care or payment for your care to assist that person's caring for you or paying your medical bills. If you are unavailable, incapacitated, or facing an emergency medical situation, and we determine that a limited disclosure may be in your best interest, we may share limited information with these individuals without your approval.
- (ii) **Sales or Marketing Purposes**

**Your Rights**

You have the following rights with respect to protected, private health or medical information. All requests should be made in writing to the SERS Enterprise Risk Management Officer at the contact information on the first page of this Notice.

A. Request Restrictions

You have the right to request that we restrict the uses or disclosures of your medical information to carry out treatment, payment, or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care, like a family member or friend. For example, you could ask that we not disclose or use information about a certain medical treatment you received. We are not required to agree to your request.

In your request, you must tell us:

- what information you want to limit;
- whether you want to limit our use, disclosure, or both; and
- to whom you want the limits to apply; for example, disclosures to your spouse.

B. Receive 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. For example, you can ask that we only contact you at work. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted. In addition, because we will likely forward your request on to the third-party administrator of the health plan, after we receive your request, we may request additional reasonable information from you to process your request.

### C. Inspect and Copy Protected Health Information

You have the right to inspect and copy medical information that may be used to make decisions about payment and your care. If you agree in advance, we may provide you with a summary or explanation of your medical information. If you request a copy of the information, we may charge a reasonable fee for the costs of preparing a summary or explanation of your medical information or for the costs of copying, mailing, or other supplies associated with your request. We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to certain medical information, in many instances you may request that the denial be reviewed.

### D. Amend Protected Health Information

You have the right to request an amendment to your medical information if you feel the information is incomplete or incorrect for as long as the information is maintained by the health plan. If for some reason the health plan, in compliance with state and federal law, denies your amendment, we shall send written notice of the denial. In the event of a denial we shall permit you to submit to us a written statement of disagreement to be kept with your medical information. The health plan may reasonably limit the length of such statement of disagreement. In lieu of submitting a written statement of disagreement, you may request that we provide your request for amendment and the denial with any future disclosures of the medical information.

If for some reason the health plan, in compliance with state and federal law, denies your request for amendment, you may file a complaint as explained at the end of this Notice.

### E. Receive an Accounting of Disclosures of Protected Health Information

You have the right to receive an accounting of disclosures of your medical information in the six years prior to the date on which the accounting is requested, except for disclosures made:

- to carry out treatment, payment and health care operations;
- to you or your legal representative;
- for national security or intelligence purposes;
- to correctional institutions or law enforcement officials;
- pursuant to your valid Authorization;
- pursuant to an agreement with you, or as otherwise permitted where the disclosure requires an opportunity for you to agree or object;
- that require neither an authorization nor an opportunity for you to agree or object;
- for underwriting and related purposes;
- as part of a limited data set; or
- that occurred prior to April 14, 2003.

You have the right to one accounting of disclosures of your medical information in a twelve-month period free of charge. We may charge a reasonable fee for the costs associated with your request for any additional accountings within the same twelve-month period. You may modify or withdraw your additional accounting requests in order to reduce or avoid the fee.

### F. Breach Notification

You have the right to be notified if a breach of your health information occurs. We will include in the breach notification a brief description of what happened, a description of the types of information

involved, steps you should take to protect yourself from potential harm, and contact information for you to ask questions and learn additional information.

### **Our Responsibilities**

- A. We are required by law to maintain the privacy of protected health information. In other words, we must make sure that medical information that identifies you is kept private.
- B. We are required by law to give you this notice of our legal duties and privacy practices with respect to medical information about you.
- C. We are required to abide by the terms of the privacy notice that is currently in effect.
- D. We reserve the right to change the terms of this notice at any time. We reserve the right to make the revised or changed notice effective for medical information we already have about you as well as any information we receive in the future. The new notice will be available upon request, on our web site, and we will mail a copy to you.

### **Complaints**

If you believe your privacy rights have been violated, you may contact the SERS Enterprise Risk Management Officer using the contact information on the first page of this notice or you may file a complaint with the Secretary of the Department of Health and Human Services.

You may file a complaint by sending a letter to the U.S. Department of Health and Human Services, Office of Civil Rights, 200 Independence Avenue, S.W., Washington, D.C. 20201; calling (877) 696-6775; or visiting <http://www.hhs.gov/ocr/privacy/hipaa/complaints>.

**We will not retaliate against you for filing a complaint.**