

# Privacy Notice

**Please carefully review this notice. It describes how medical information about you may be used and disclosed and how you can get access to this information.**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) imposes numerous requirements on the use and disclosure of individual health information by employer health plans. This information, known as protected health information, includes almost all individually identifiable health information held by a plan – whether received in writing, in an electronic medium, or as an oral communication. This notice describes the privacy practices of the following group health plans: health care reimbursement account and employee assistance plans. The plans covered by this notice may share health information with each other if necessary, to carry out treatment, payment, or health care operations. These plans are collectively referred to as the Plan in this notice, unless specified otherwise.

## **The Plan's duties with respect to health information about you**

The Plan is required by law to maintain the privacy of your health information and to provide you with this notice of the Plan's legal duties and privacy practices with respect to your health information. If you participate in an insured plan option, you will receive a notice directly from the Insurer. It's important to note that these rules apply to the Plan, not California State University as an employer – that's the way the HIPAA rules work. Different policies may apply to other California State University programs or to data unrelated to the Plan.

## **How the Plan may use or disclose your health information**

The privacy rules generally allow the use and disclosure of your health information without your permission (known as an authorization) for purposes of health care treatment, payment activities, and health care operations. Here are some examples of what that might entail:

*f Treatment* includes providing, coordinating, or managing health care by one or more health care providers or doctors. Treatment can also include coordination or management of care between a provider and a third party, and consultation and referrals between providers. *For example, the Plan may share your health information with physicians who are treating you.*

*f Payment*

*example, the Plan may use information about your claims to audit the third parties that approve payment for Plan benefits.*

The amount of health information used, disclosed or requested will be limited and, when needed, restricted to the minimum necessary to accomplish the intended purposes, as defined under the HIPAA rules. If the Plan uses or discloses PHI for underwriting purposes, the Plan will not use or disclose PHI that is your genetic information for such purposes. The Plan may contact you to provide appointment reminders or information about treatment alternatives or other health-related benefits and services that may be of interest to you, as permitted by law.

### **How the Plan may share your health information with California State University**

The Plan, or its health insurer or HMO, may disclose your health information without your written authorization to California State University for plan administration purposes. California State University may need your health information to administer benefits under the Plan. California State University *agrees* not to use or disclose your health information other than as permitted or required by the Plan documents and by law. Chancellor's Office HR staff and campus HR and benefit officers are the only California State University employees who will have access to your health information for plan administration functions.

Here's how additional information may be shared between the Plan and California State University, as



## Your individual rights

*f* the access or copies you requested;

*f* a written denial that explains why your request was denied and any rights you may have to have the denial reviewed or file a complaint; or

*f* a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

The Plan may provide you with a summary or explanation of the information instead of access to or copies of your health information, if you agree in advance and pay any applicable fees. The Plan also may charge reasonable fees for copies or postage.

If the Plan doesn't maintain the health information but knows where it is maintained, you will be informed of where to direct your request.

Effective February 17, 2010, you may request an electronic copy of your health information if it is maintained in an electronic health record. You may also request that such electronic health information be sent to another entity or person, so long as that request is clear, conspicuous and specific. Any charge that is assessed to you for these copies, if any, must be reasonable and based on the Plan's cost.

#### ***Right to amend your health information that is inaccurate or incomplete***

With certain exceptions, you have a right to request that the Plan amend your health information in a designated record set. The Plan may deny your request for a number of reasons. For example, your request may be denied if the health information is accurate and complete, was not created by the Plan (unless the person or entity that created the information is no longer available), is not part of the designated record set, or is not available for inspection (e.g., psychotherapy notes or information compiled for civil, criminal, or administrative proceedings).

If you want to exercise this right, your request to the Plan must be in writing, and you must include a statement to support the requested amendment. Within 60 days of receipt of your request, the Plan will:

*f* make the amendment as requested;

*f* provide a written denial that explains why your request was denied and any rights you may have to disagree or file a complaint; or

*f* provide a written statement that the time period for reviewing your request will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request.

#### ***Right to receive an accounting of disclosures of your health information***

You have the right to a list of certain disclosures of your health information the Plan has made. This is often referred to as an "accounting of disclosures." You generally may receive this accounting if the disclosure is required by law, in connection with public health activities, or in similar situations listed in the table earlier in this notice, unless otherwise indicated below.

You may receive information on disclosures of your health information for up to six years before the date of your request. You do not have a right to receive an accounting of any disclosures made:

- f* for treatment, payment, or health care operations;
- f* to you about your own health information;
- f* incidental to other permitted or required disclosures;
- f* where authorization was provided;
- f* to family members or friends involved in your care (where disclosure is permitted without authorization);
- f* for national security or intelligence purposes or to correctional institutions or law enforcement officials in certain circumstances; or
- f* as part of a “limited data set” (health information that excludes certain identifying information).

In addition, your right to an accounting of disclosures to a health oversight agency or law enforcement official may be suspended at the request of the agency or official.

If you want to exercise this right, your request to the Plan must be in writing. Within 60 days of the request, the Plan will provide you with the list of disclosures or a written statement that the time period for providing this list will be extended for no more than 30 more days, along with the reasons for the delay and the date by which the Plan expects to address your request. You may make one request in any 12-month period at no cost to you, but the Plan may charge a fee for subsequent requests. You'll be notified of the fee in advance and have the opportunity to change or revoke your request.

***Right to obtain a paper copy of this notice from the Plan upon request***

You have the right to obtain a paper copy of this privacy notice upon request.

**Changes to the information in this notice**

The Plan must abide by the terms of the privacy notice currently in effect. This notice takes effect on February 17, 2010. However, the Plan reserves the right to change the terms of its privacy policies, as described in this notice, at any time and to make new provisions effective for all health information that the Plan maintains. This includes health information that was previously created or received, not just health information created or received after the policy is changed. If changes are made to the Plan's privacy policies described in this notice, you will be provided with a revised privacy notice mailed to your home address on file.

**Complaints**