

DE PAUL UNIVERSITY
MEDICAL PLAN
PRIVACY PRACTICES NOTICE

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. THE PRIVACY OF YOUR HEALTH INFORMATION IS IMPORTANT TO US.

This Notice applies to the privacy practices of the HIPAA Covered Benefits in the DePaul University Health and Welfare Benefits Plan (group health plan)

Our Legal Duty

We are required by applicable federal and state law to maintain the privacy of your health information. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect September 1, 2013, and will remain in effect unless we replace it. Health information (including genetic information), is information that identifies you or could be used to identify you, and relates to your past, present or future physical or mental health condition or the payment of your health care expenses.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided such

changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all health information that we maintain, including health information we created or received before we made the changes. When we make a significant change in our privacy practices, we will change this notice and send the new notice to our health plan subscribers at the time of the change.

You may request a copy of our notice at any time. For more information about our privacy practices, or for additional copies of this notice, please contact us using the information at the end of this notice.

Uses and Disclosures of Health Information

Treatment: We may disclose your health information, without your permission, to a physician or other health care provider to treat you.

Payment: We may use and disclose your health information, without your permission, to pay claims from physicians, hospitals and other health care providers for services delivered to you that are covered by your health plan, to determine your eligibility for benefits, to coordinate your benefits with other payers, to determine the medical necessity of care delivered to you, to obtain premiums for your health coverage, to issue explanations of benefits to the subscriber of the health plan in which you participate, and the like. We may disclose your health information to a health care provider or another health plan for that provider or plan to obtain payment or engage in other payment activities.

Health Care Operations: We may use and disclose your health information, without your permission, for health care operations. For example, health care operations include, but are not limited to:

- health care quality assessment and improvement activities;
- conducting or arranging for medical reviews, audits, and legal services, including fraud and abuse detection and prevention;

We may disclose your health information to another health plan or to a health care provider subject to federal privacy protection laws, as long as the plan or provider has or had a relationship with you and the health information is for that plan's or provider's health care quality assessment and improvement activities, competence and qualification evaluation and review activities, or fraud and abuse detection and prevention.

The amount of health information used, disclosed or requested will be 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.

Your Authorization: You may give us written authorization to use your health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosure permitted by your authorization while it was in effect. Unless you give us a written authorization, we will not use or disclose your health information for any purpose other than those described in this notice.

Family, Friends, and Others Involved in Your Care or Payment for Care: We may disclose your health information to a family member, friend or any other person you involve in your health care or payment for your health care. We will disclose only the health information that is relevant to the person's involvement. We may use or disclose your name, location, and general condition to notify, or to assist an appropriate public or private agency to locate and notify, a person responsible for your health care in appropriate situations, such as a medical emergency or during disaster relief efforts.

Before we make such a disclosure, we will provide you with an opportunity to object. If you are not present or are incapacitated or it is an emergency or disaster relief situation, we will use our professional judgment to determine whether disclosing your health information is in your best interest under the circumstances.

Your Employer (DePaul University): We may disclose to your employer whether you are enrolled or disenrolled in a health plan that your employer sponsors. We may disclose summary health information to your employer to use to obtain premium bids for the health insurance coverage offered under the group health plan in which you participate or to decide whether to modify, amend or terminate that group health plan. Summary health information is aggregated claims history, claims expenses or types of claims experienced by the enrollees in your group health plan. Although summary health information will be stripped of all direct identifiers of these enrollees, it still may be possible to identify health information contained in the summary health information as yours.

We may disclose your health information and the health information of others enrolled in your group health plan to your employer to administer your group health plan. Your employer has amended the plan document for your group health plan to establish the limited uses and disclosures it may make of your health information. Please see your group health plan document for a full explanation of those limitations.

Health-Related Products and Services: We may use your health information to communicate with you about health-related products, benefits and services, and payment for those products, benefits and services, that we provide or include in our benefits plan, and about treatment alternatives that may be of interest to you. These communications may include information about the health care providers in our network, about replacement of or enhancements to your health plan, and about health-related products or services that are available only to our enrollees that add value to, although they are not part of, our benefits plan. We may disclose your health information to organizations that facilitate organ, eye or tissue procurement, banking or transplantation. We may release your health information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or to determine the cause of death. We may also release your health information to a funeral director, as necessary, to carry out his/her duty.

Public Health and Benefit Activities: We may use and disclose your health information, without your permission, when required by law, and when authorized by law for the following kinds of public health and interest activities, judicial and administrative proceedings, law enforcement, research, and other public benefit functions:

- for public health, including to report disease and vital statistics, child abuse, and adult abuse, neglect or domestic violence;
- to avert a serious and imminent threat to health or safety;
- for health care oversight, such as activities of state insurance commissioners, licensing and peer review authorities, and fraud prevention enforcement agencies;
- for research;
- to report information about products under the jurisdiction of the U.S. Food and Drug Administration;
- in response to court and administrative orders and other lawful process;
- to law enforcement officials with regard to crime victims, crimes on our premises, crime reporting in emergencies, and identifying or locating suspects or other persons;
- to coroners, medical examiners, funeral directors, and organ procurement organizations;
- to the military, to federal officials for lawful intelligence, counterintelligence, and national security activities, and to correctional institutions and law enforcement regarding persons in lawful custody;
- to a school to provide immunization information about a student or potential student; and
- as authorized by state worker's compensation laws.

Under certain circumstances, your health information may be disclosed for research purposes. For example, a research project may involve comparing or verifying treatment or therapy results across all patients who received a particular treatment or therapy. However, all research projects are subject to a special approval process. This process evaluates a proposed research project and its use of health information, trying to balance the research needs with patients' need for privacy of their health information. Before we use or disclose health information for research, the project will have been approved through this research approval process.

To a Business Associate: Certain services are provided to the group health plan by third party entities known as business associates. For example, the group health plan may input information about your health care treatment into an electronic claims processing system maintained by the group health plan's business associate so your claim may be paid. In so doing, the group

health plan will disclose your health information to its business associate so it can perform group health plan administration functions. However, the group health plan will require its business associates, through contract, to appropriately safeguard your health information.

As Required by Law. The group health plan may use and disclose your health information when required to do so by any applicable federal, state or local law.

Judicial and Administrative Proceedings. The group health plan may disclose your health information in the course of a judicial or administrative proceeding in response to a legal order or other lawful process.

Incidental Disclosure: We will take reasonable measures, using our professional judgment, to avoid incidental disclosures of your health information, which may occur when we communicate with you via telephone, voice messages, email, facsimile, or other means, including with family members, subject to any reasonable restrictions that you provide pursuant to your right to request restrictions and confidential communications. If we keep psychotherapy notes in our records, we will obtain your authorization in most cases before we release those records. Unless you have authorized us to do so, we will never sell your health information or use or disclose it for marketing purposes. You may revoke your authorization as allowed under the HIPAA rules. However, you can't revoke your authorization with respect to disclosures the Plan has already made.

Except as described in this notice, other uses and disclosures will be made only with your written authorization. The group health plan will notify you if it becomes aware of an unauthorized use or disclosure of your health information in a manner that would compromise its privacy or security.

Individual Rights

Access: You have the right to examine and to receive a copy of your health information, with limited exceptions. You must make a written request to obtain access to your health information on the applicable form. You should submit your request to the contact at the end of this notice. You may obtain a form from that contact to make your request.

The requested information will be provided within 30 days if the information is maintained on site or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if we are unable to comply with the deadline. We may charge you reasonable, cost-based fees for a copy of your health information, for mailing the copy to you, and for preparing any summary or explanation of your health information you request. Contact us using the information at the end of this notice for information about our fees.

Disclosure Accounting: You have the right to a list of instances after April 13, 2003 in which we disclose your health information for purposes other than treatment, payment, health care operations, as authorized by you, and for certain other activities.

You should submit your request to the contact at the end of this notice. You may obtain a form from that contact to make your request. We will provide you with information about each accountable disclosure that we made during the period for which you request the accounting, except we are not obligated to account for a disclosure that occurred more than 6 years before the date of your request and never for a disclosure that occurred before April 14, 2003. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to your additional requests. Contact us using the information at the end of this notice for information about our fees.

Amendment. You have the right to request that we amend your health information. Your request must be in writing on the applicable form, and it must

explain why the information should be amended. You should submit your request to the contact at the end of this notice. You may obtain a form from that contact to make your request.

We will have 60 days after the request is made to act on the request, with a single 30-day extension available if we are unable to comply within the deadline. We may deny your request only for certain reasons. If we deny your request, we will provide you a written explanation. If we accept your request, we will make your amendment part of your health information and use reasonable efforts to inform others of the amendment who we know may have and rely on the unamended information to your detriment, as well as persons you want to receive the amendment.

Restriction: You have the right to request that we restrict our use or disclosure of your health information for treatment, payment or health care operations, or with family, friends or others you identify. We are not required to agree to your request. If we do agree, we will abide by our agreement, except in a medical emergency or as required or authorized by law. You must make a written request for restrictions on the applicable form. You should submit your request to the contact at the end of this notice. You may obtain a form from that contact to make your request. Any agreement we may make to a request for restriction must be in writing signed by a person authorized to bind us to such an agreement.

Confidential Communication: You have the right to request that we communicate with you about your health information in confidence by alternative means or to alternative locations that you specify. You must make your request in writing on the applicable form, and your request must represent that the information could endanger you if it is not communicated in confidence as you request. You should submit your request to the contact at the end of this notice. You may obtain a form from that contact to make your request.

We will accommodate your request if it is reasonable, specifies the alternative means or location for confidential communication, and continues to permit us to collect premiums and pay claims under your health plan, including issuance of explanations of benefits to the subscriber of that health plan. Please note that an explanation of benefits and other information that we issue to the subscriber about health care that you received for which you did not request confidential communications, or about health care received by the subscriber or by others covered by the health plan in which you participate, may contain sufficient information to reveal that you obtained health care for which we paid, even though you requested that we communicate with you about that health care in confidence.

Electronic Notice: If you receive this notice on our web site [hr.depaul.edu] or by electronic mail (e-mail), you are entitled to receive this notice in written form. Please contact us using the information at the end of this notice to obtain this notice in written form.

Other state and Federal Law: We will comply with any other state or federal laws, including FERPA, which may impose other obligations on us or exempt us from the obligations contained in this notice.

Limitations: 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 an individual is not individually identifiable information subject to requirements.

Questions and Complaints

If you want more information about our privacy practices or have questions or concerns, please contact us using the information at the end of this notice.

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we made about access to your health information, in response to a request you made to amend, restrict the use or disclosure of, or communicate in confidence about your health information, you may complain to us using the contact information at the end of this notice. You also may submit a written complaint to the Office for Civil Rights of the United States Department of Health and Human Services, 200 Independence Avenue, SW, Room 509F, Washington,

D.C. 20201. You may contact the Office of Civil Rights' Hotline at 1-800-368-1019.

We support your right to the privacy of your health information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

You should keep the group health plan informed of any changes in your address. In the event that your health information has been breached, the group health plan will notify you at your address on record in accordance with the group health plan's information privacy policy.

CONTACT OFFICES: Office of Human Resources
DePaul University
ADDRESS: 1 E. Jackson Blvd.,
Chicago, Illinois 60604
TELEPHONE: 312-362-8232
FAX: 312-476-3227

Benefits Department
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