

ANNUAL LEGAL NOTICES



For any questions relating to any of the documents and notices contained in this packet, please contact:

Upper Darby School District
Eileen Hershman
Supervisor of Benefits and Compliance
4611 Bond Avenue
Drexel Hill, PA 19026
Phone: 610.789.7200 ext. 3318
ehershman@upperdarbysd.org

**You may also request paper copies of these notices.
This packet includes the following forms and notifications:**

- Cobra Event Notification form
- Privacy Notice of Your Health Plan
- Women's Health and Cancer Rights Act of 1998
- Newborns' and Mother's Health Protection Act
- Availability of Summary Health Information
- Prescription Drug Creditable Coverage Notice

NOTIFICATION FORM FOR COBRA QUALIFYING EVENT

This form may be copied

Name of Employee	
Name [of person who may lose health coverage]	
Date of Birth:	Social Security Number
Street [or Mailing] Address with City, State, Zip of person losing coverage	

Qualifying Events for COBRA:

Divorce (Attach a copy of the final divorce decree) **Date of Divorce:** _____

Legal Separation (Attach a copy of the legal separation)

Date of Legal Separation: _____

Employee's Child Ceases to be a Dependent Under the Plan as of: _____

Reason for loss of Dependent Status: Attained age _____ other (explain) _ _____

Disability (Attach copy of SSA Determination)

Date of Initial Qualifying Event: _____

Termination of Employment

Reduction of Hours

Has SSA subsequently determined that the Qualified Beneficiary is no longer Disabled? _____

Death of Covered Employee

Date of death: _____

Certification:

I certify that the information given on this form is true and correct.

I am the employee or former employee

I am the spouse or former spouse

I am the dependent child

Other, explain: _____

Signature

Date

Print Name

Phone Number

This form may be copied

PRIVACY NOTICE OF YOUR HEALTH PLAN

THIS NOTICE GIVES YOU INFORMATION REQUIRED BY LAW about the duties and privacy practices of your Health Plan to protect the privacy of your health information. The Plan may use your health information, that is, information that constitutes protected health information as defined in the Privacy Rule of the Administrative Simplification provision of the Health Insurance Portability and Accounting Act of 1996 (HIPAA), for purposes of making or obtaining payment for your care, facilitating your treatment by health care providers and conducting health care operations. This Plan has established a Privacy Policy to establish the rules of the use and disclosure of protected health information ("health information") by the Plan and to guard against unlawful or unnecessary disclosure of your health information. The Plan is required by law to maintain the privacy of your health information maintained by the Plan and to provide you with notice of its legal duties and privacy practices with respect to this information.

THE EFFECTIVE DATE OF THIS NOTICE IS APRIL 14, 2004. The Plan is required to follow the terms of this notice until it is replaced. The Plan reserves the right to change the terms of this notice at any time. If the Plan makes any material changes to this notice, the Plan will revise it and send a new notice to all Participants within 60 days. The Plan reserves the right to make the new changes apply to all your health information maintained by the Plan before and after the effective date of the new notice.

Purposes for which the Plan May Use or Disclose Your Health Information Without Your Consent or Authorization

The Plan may use and disclose your health information for the following purposes:

- **Health Care Providers' Treatment Purposes.** For example, the Plan may disclose your health information to your doctor, at the doctor's request, for your treatment by him.
- **Payment.** For example, the Plan may use or disclose your health information to pay claims for covered health care services or to provide eligibility information to your doctor when you receive treatment.
- **Health Care Operations.** For example, the Plan may use or disclose your health information (i) to conduct quality assessment and improvement activities, (ii) for underwriting, premium rating, or other activities relating to the creation, renewal or replacement of a contract of health insurance, (iii) to authorize business associates to perform data aggregation services, (iv) to engage in care coordination or case management, and (v) to manage, plan or develop the Plan's business.
- **Health Services.** The Plan may use your health information to contact you to give you information about treatment alternatives or other health-related benefits and services that may be of interest to you. The Plan may disclose your health information to its business associates to assist the Plan in these activities.
- **As required by law.** For example, the Plan must allow the U.S. Department of Health and Human Services to audit Plan records. The Plan may also disclose your health information as authorized by and to the extent necessary to comply with workers' compensation or other similar laws.
- **To Business Associates.** The Plan may disclose your health information to business associates the Plan hires to assist the Plan. Each business associate of the Plan must agree in writing to ensure the continuing confidentiality and security of your health information.
- **To Plan Sponsor.** The Plan may disclose your health information to the Plan Sponsor to carry out Plan administration functions performed by the Plan Sponsor. Where feasible, the information provided to the Plan Sponsor will be in summary form or with identifying information such as names, addresses and other similar information deleted. The Plan may also disclose to the Plan Sponsor that fact that you are enrolled in, or disenrolled from the Plan. The Plan may disclose your health information to the Plan Sponsor only to the extent permitted by the Plan documents and Plan Privacy Policy and only if the Plan Sponsor agrees in writing to ensure the continuing confidentiality and security of your health information. The Plan Sponsor must also agree not to use or disclose your health information for employment-related activities or for any other benefit or benefit plans of the Plan Sponsor.

The Plan may also use and disclose your health information as follows:

- To comply with legal proceedings, such as a court or administrative order or subpoena.
- To law enforcement officials for limited law enforcement purposes such as complying with a subpoena.
- To a family member, friend or other person, for the purpose of helping you with your health care or with payment for your health care, if you are in a situation such as a medical emergency and you cannot give your agreement to the Plan to do this.
- To your personal representatives appointed by you or designated by applicable law.
- For research purposes in limited circumstances.
- To assist law enforcement officials in identifying a suspect, fugitive, material witness or missing person.
- To law enforcement officials if they believe your death was the result of a crime.
- To correctional facilities where you are being held.
- To a coroner, medical examiner, or funeral director about a deceased person.

- To an organ procurement organization in limited circumstances.
- To avert a serious threat to your health or safety or the health or safety of others.
- To the appropriate governmental authority to protect a victim of abuse, neglect or domestic violence.
- To a governmental agency authorized to oversee the health care system or government programs.
- To federal officials for lawful intelligence, counterintelligence and other national security purposes.
- To public health authorities for public health purposes such as reporting disease, injury, births or deaths; notifying a person at risk of contacting or spreading a disease; ensuring quality or safety of an FDA-regulated product; participating in public health investigations; or reporting about a work-related illness or injury to permit an employer to comply with OSHA or similar federal or state laws.
- To the extent necessary to comply with workers' compensation laws and similar programs.
- To appropriate military authorities, if you are a member of the armed forces.

Uses and Disclosures with Your Permission

The Plan will not use or disclose your health information for any other purposes nor will it provide it to another person, even a family member (unless you are a minor and not permitted to act on your own behalf under law in which case it may be disclosed to a parent), unless you give the Plan your written authorization to do so. If you give the Plan written authorization to use or disclose your health information for a purpose that is not described in this notice, then, in most cases, you may revoke it in writing at any time.

Your revocation will be effective for all your health information the Plan maintains, unless the Plan has taken action in reliance on your authorization. You may also be required to file a written request form if you are seeking health information about yourself.

Authorization, revocation and request forms are available from the Plan Administrator noted on the cover page of this document

Personal Representative

You have the right to designate a Personal Representative (such as an Attorney or other representative) to act on your behalf and have access to your health information as authorized by you. You must submit a written authorization to the Plan designating your Personal Representative and the information to which the representative may have access.

Your Rights

You may make a written request to the Plan to do one or more of the following concerning your health information that the Plan maintains:

- To put additional restrictions on the Plan's use and disclosure of your health information. The Plan does not have to agree to your request.
- To communicate with you in confidence about your health information by a different means or at a different location than the Plan is currently doing. The Plan does not have to agree to your request unless such confidential communications are necessary to avoid endangering you and your request continues to allow the Plan to collect premiums and pay claims. Your request must specify the alternative means or location to communicate with you in confidence. Even though you requested that we communicate with you in confidence, the Plan may give subscribers cost information.
- To see and get copies of your health information. In limited cases, the Plan does not have to agree to your request.
- To correct your health information. In some cases, the Plan does not have to agree to your request.
- To receive a list of disclosures, not authorized by the Privacy Rule, of your health information that the Plan and its business associates made for certain purposes for the last 6 years (but not for disclosures before April 14, 2004).
- To send you a paper copy of this notice upon request or to provide you with a copy of the Plan's Privacy Policy.

If you want to exercise any of these rights described in this notice, please contact the Plan Administrator. The Plan will give you the necessary information and forms for you to complete and return to the Contact Office. In some cases, the Plan may charge you a nominal, cost-based fee to carry out your request.

Complaints

If you believe your privacy rights have been violated by the Plan, you have the right to complain to the Plan or to the Secretary of the U.S. Department of Health and Human Services. You may file a complaint with the Plan at our Contact Office (below). You will not be retaliated against if you choose to file a complaint with the Plan or with the U.S. Department of Health and Human Services.

Contact Office

To request additional copies of this notice or to receive more information about our privacy practices or your rights, please contact the Plan Administrator noted on the cover page of this document.

Date: May 2018

ADDITIONAL LEGAL NOTICES

Women's Health and Cancer Rights Act of 1998:

As required by the Women's Health and Cancer Rights Act (WHCRA) of 1998, this plan provides coverage for:

1. All stages of reconstruction of the breast on which the mastectomy has been performed;
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance; and
3. Prostheses, and
4. Physical complications of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the patient. Such coverage may be subject to annual deductibles and coinsurance provisions as may be deemed appropriate and are consistent with those established for other benefits under the plan or coverage.

The provider of our group health plan coverage reports that they have always provided coverage for these services and will continue to do so in consultation with the attending physician and the patient. Any deductibles or coinsurance will apply consistent with other benefits in your plan.

Newborns' and Mother's Health Protection Act:

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 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). In any case, plans and issuers may not, under Federal Law, require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Availability of Summary of Benefits & Coverage Information

You are offered a series of health plan options. Choosing a health coverage option is an important decision. To help you make an informed choice, your plan makes available a Summary of Benefits and Coverage (SBC), which summarizes important information about each health plan option in a standard format, to help you compare plans. You may request paper copies of the SBCs by contacting The Plan Administrator noted on the first page of this document.

PRESCRIPTION DRUG CREDITABLE COVERAGE NOTICE

This is your annual Notice of Creditable Coverage which is issued in conjunction with the Medicare Prescription Drug Improvement and Modernization Act of 2003 (MMA). *While this notice must be provided to all individuals enrolled in a District Prescription Plan, this notice only pertains to individuals eligible for Medicare.*

Important Notice from the 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 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. 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 District has determined that the prescription drug coverage offered by the District 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.

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th through 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.

If you do decide to join a Medicare drug plan and drop your District prescription drug coverage, be aware that you and your dependents may not be able to get this coverage back. Please contact the District for more information about what happens to your coverage if you enroll in a Medicare prescription drug plan.

As an active employee, if you choose to enroll in Medicare Part D, your coverage with the District will remain as the primary coverage and the Medicare Part D coverage will be your secondary coverage. However, you will be responsible for the applicable monthly premium required for the Medicare Part D Program in addition to any applicable contribution required. If you choose to drop your District Prescription Coverage, you will have the opportunity to re-enroll at open enrollment. You should also know that if you drop or lose your current coverage with the 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 November to join. **For more information about this notice or your current prescription drug coverage contact:**

NOTE: You'll get this notice each year and at other times in the future such as before the next period you can join a Medicare drug plan, and if this coverage through the 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 or Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.
- 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

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, 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).