

**CITY OF HIALEAH, FLORIDA**  
**RISK MANAGEMENT DIVISION**  
**MEMORANDUM**

**To:** All Employees and Retirees Covered by the City's Self Funded Plan  
**From:** Ed Beecher, Risk Manager   
**Date:** April 9, 2003  
**Subject:** *Notice of Privacy Practices & Group Health Plan Amendment*

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In compliance with the Health Insurance Portability and Accountability Act (HIPAA), the City is providing you with a copy of a Notice of Privacy Practices and a copy of the amendment to the Self Funded Group Health Plan. These documents describe how your medical information may be used and disclosed and how you can get access to this information. Please retain these documents for your records. Place the plan amendment with your current copy of the Employee Benefit Plan.

If you have any questions, please call the Risk Management Division at (305) 883-8059.

EB:ms

(Ecb/s/contracts/memohipaa.doc)

## NOTICE OF PRIVACY PRACTICES

**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.**

This Notice of Privacy Practices describes how protected health information may be used or disclosed by your Group Health Plan to carry out payment, health care operations, and for other purposes that are permitted or required by law. This Notice also sets out our legal obligations concerning your protected health information, and describes your rights to access and control your protected health information.

Protected health information (or "PHI") is individually identifiable health information, including demographic information, collected from you or created or received by a health care provider, a health plan, your employer (when functioning on behalf of the group health plan), or a health care clearinghouse that relates to: (i) your past, present, or future physical or mental health or condition; (ii) the provision of health care to you; or (iii) the past, present, or future payment for the provision of health care to you.

This Notice of Privacy Practices has been drafted to be consistent with what is known as the "HIPAA Privacy Rule," and any of the terms not defined in this Notice should have the same meaning as they have in the HIPAA Privacy Rule.

*If you have any questions or want additional information about the Notice or the policies and procedures described in the Notice, please contact the office/individual listed on the summary page of this notice.*

### EFFECTIVE DATE

This Notice of Privacy Practices becomes effective on April 14, 2003.

### OUR RESPONSIBILITIES

We are required by law to maintain the privacy of your protected health information. We are obligated to provide you with a copy of this Notice of our legal duties and of our privacy practices with respect to protected health information, and we must abide by the terms of this Notice. We reserve the right to change the provisions of our Notice and make the new provisions effective for all protected health information that we maintain. If we make a material change to our Notice, we will mail a revised Notice to the address that we have on record for the primary participant.

### **Primary Uses and Disclosures of Protected Health Information**

The following is a description of how we are most likely to use and/or disclose your protected health information.

- ***Payment and Health Care Operations***

We have the right to use and disclose your protected health information for all activities that are included within the definitions of "payment" and "health care operations" as set out in 45 C.F.R. § 164.501 (this provision is a part of the HIPAA Privacy Rule). We have not listed in this Notice all of the activities included within these definitions, so please refer to 45 C.F.R. § 164.501 for a complete list.

· **Payment**

We will use or disclose your PHI to pay claims for services provided to you and to obtain stop-loss reimbursements or to otherwise fulfill our responsibilities for coverage and providing benefits. For example, we may disclose your protected health information when a provider requests information regarding your eligibility for coverage under our health plan, or we may use your information to determine if a treatment that you received was medically necessary.

· **Health Care Operations**

We will use or disclose your PHI to support our business functions. These functions may include, but are not limited to: quality assessment and improvement, reviewing provider performance, licensing, benefit plan underwriting, business planning, and business development. For example, we may use or disclose your protected health information: (i) to provide you with information about one of our disease management programs; (ii) to respond to a customer service inquiry from you, or a medical provider; (iii) in connection with fraud and abuse detection and compliance programs; or (iv) for underwriters and actuaries to underwrite the risk on medical conditions of plan participants. Please note that this may include a copy of your entire medical record(s).

· **Business Associates**

We contract with individuals and entities (Business Associates) to perform various functions on our behalf or to provide certain types of services. To perform these functions, or to provide the services, our Business Associates will receive, create, maintain, use, or disclose protected health information, but only after we require the Business Associates to agree in writing to contract terms designed to appropriately safeguard your information. For example, we may disclose your protected health information to a Business Associate to administer claims or to provide service support, utilization management, subrogation, underwriting, or pharmacy benefit management, etc. Examples of our business associates would be our Third Party Administrator, Benefit Services, Inc., which will be handling many of the functions in connection with the operation of our Group Health Plan; the utilization review company, the reinsurance carrier, our preferred provider organization (PPO), etc.

· **Other Covered Entities**

We may use or disclose your PHI to assist health care providers in connection with their treatment or payment activities, or to assist other covered entities in connection with payment activities and certain health care operations. For example, we may disclose your protected health information to a health care provider when needed by the provider to render treatment to you, and we may disclose protected health information to another covered entity to conduct health care operations in the areas of quality assurance and improvement activities, or accreditation, certification, licensing or credentialing. This also means that we may disclose or share your protected health information with other insurance carriers in order to coordinate benefits, if you or your family members have coverage through another carrier.

· **Plan Sponsor**

We may disclose your PHI to the Plan Sponsor of the Group Health Plan for purposes of plan administration or pursuant to an authorization request signed by you.

**Potential Impact of State Law**

The HIPAA Privacy Regulations generally do not “preempt” (or take precedence over) state privacy or other applicable laws that provide individuals greater privacy protections. As a result, to the extent state law applies, the privacy laws of a particular state, or other federal laws, rather than the HIPAA Privacy Regulations, might impose a privacy standard under which we will be required to operate. For example, where such laws have been enacted, we will follow more stringent state privacy laws that relate to uses and

disclosures of protected health information.

### **Other Possible Uses and Disclosures of Protected Health Information**

The following is a description of other possible ways in which we may (and are permitted to) use and/or disclose your protected health information.

- ***Required by Law***

We may use or disclose your protected health information to the extent that federal law requires the use or disclosure. When used in this Notice, “required by law” is defined as it is in the HIPAA Privacy Rule. For example, we may disclose your protected health information when required by national security laws or public health disclosure laws.

- ***Public Health Activities***

We may use or disclose your protected health information for public health activities that are permitted or required by law. For example, we may use or disclose information for the purpose of preventing or controlling disease, injury, or disability, or we may disclose such information to a public health authority authorized to receive reports of child abuse or neglect. We also may disclose protected health information, if directed by a public health authority, to a foreign government agency that is collaborating with the public health authority.

- ***Health Oversight Activities***

We may disclose your protected health information to a health oversight agency for activities authorized by law, such as: audits; investigations; inspections; licensure or disciplinary actions; or civil, administrative, or criminal proceedings or actions. Oversight agencies seeking this information include government agencies that oversee: (i) the health care system; (ii) government benefit programs; (iii) other government regulatory programs; and (iv) compliance with civil rights laws.

- ***Abuse or Neglect***

We may disclose your protected health information to a government authority that is authorized by law to receive reports of abuse, neglect, or domestic violence. Additionally, as required by law, we may disclose your information to a governmental entity authorized to receive such information, if we believe that you have been a victim of abuse, neglect, or domestic violence.

- ***Legal Proceedings***

We may disclose your protected health information: (1) in the course of any judicial or administrative proceeding; (2) in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized); and (3) in response to a subpoena, a discovery request, or other lawful process, but only after we first meet certain conditions required by the HIPAA Privacy Rule.

- ***Law Enforcement***

Under certain conditions, we also may disclose your protected health information to law enforcement officials. For example, some of the reasons for such a disclosure may include, but not be limited to: (1) it is required by law or some other legal process; (2) it is necessary to locate or identify a suspect, fugitive, material witness, or missing person; and (3) it is necessary to provide evidence of a crime that occurred on our premises.

- ***Coroners, Medical Examiners, Funeral Directors, and Organ Donation***

We may disclose protected health information to a coroner or medical examiner for purposes of identifying a deceased person, determining a cause of death, or for the coroner or medical examiner to perform other duties authorized by law. We also may disclose, as authorized by law, information to

funeral directors so that they may carry out their duties. Further, we may disclose protected health information to organizations that handle organ, eye, or tissue donation and transplantation.

- ***Research***

We may disclose your protected health information to researchers when an institutional review board or privacy board has: (1) reviewed the research proposal and established protocols to ensure the privacy of the information; and (2) approved the research.

- ***To Prevent a Serious Threat to Health or Safety***

Consistent with applicable federal and state laws, we may disclose your protected health information if we believe that the disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. We also may disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

- ***Military Activity and National Security, Protective Services***

Under certain conditions, we may disclose your protected health information if you are or were a member of the Armed Forces, for activities deemed necessary by appropriate military command authorities. If you are a member of foreign military service, we may disclose, in certain circumstances, your information to the foreign military authority. We also may disclose your protected health information to authorized federal officials for conducting national security and intelligence activities, and for the protection of the President, other authorized persons, or heads of state.

- ***Inmates***

If you are an inmate of a correctional institution, we may disclose your protected health information to the correctional institution or to a law enforcement official for: (1) the institution to provide health care to you; (2) your health safety and the health and safety of others; or (3) the safety and security of the correctional institution.

- ***Workers' Compensation***

We may disclose your protected health information to comply with workers' compensation laws and other similar programs that provide benefits for work-related injuries or illnesses.

- ***Others Involved in Your Health Care***

Using our best judgment, we may make your protected health information known to a family member, other relative, close personal friend or other personal representative that you identify. Such a use will be based on how involved the person is in your care, or payment that relates to your care. We may release information to parents or guardians, if allowed by law.

We also may disclose your information to an entity assisting in a disaster relief effort so that your family can be notified about your condition, status, and location.

If you are not present or able to agree to these disclosures of your protected health information, then, using our professional judgment, we may determine whether the disclosure is in your best interest.

## **Required Disclosures of Your Protected Health Information**

The following is a description of disclosures that we are required to make by law.

- ***Disclosures to the Secretary of the U.S. Department of Health and Human Services***

We are required to disclose your protected health information to the Secretary of the U.S. Department of Health and Human Services when the Secretary is investigating or determining our compliance with the

HIPAA Privacy Rule.

***Disclosures to You***

We are required to disclose to you most of your protected health information in a “designated record set” when you request access to this information. Generally, a “designated record set” contains medical and billing records, as well as other records that are used to make decisions about your health care benefits. We also are required to provide, upon your request, an accounting of most disclosures of your protected health information that are for reasons other than payment and health care operations and are not disclosed through a signed authorization.

We will disclose your protected health information to an individual who has been designated by you as your personal representative and who has qualified for such designation in accordance with relevant state law. However, before we will disclose protected health information to such a person, you must submit a written notice of his/her designation, along with the documentation that supports his/her qualification (such as a power of attorney).

Even if you designate a personal representative, the HIPAA Privacy Rule permits us to elect not to treat the person as your personal representative if we have a reasonable belief that: (i) you have been, or may be, subjected to domestic violence, abuse, or neglect by such person; (ii) treating such person as your personal representative could endanger you; or (iii) we determine, in the exercise of our professional judgment, that it is not in your best interest to treat the person as your personal representative.

**Other Uses and Disclosures of Your Protected Health Information**

Other uses and disclosures of your protected health information that are not described above will be made only with your written authorization. If you provide us with such an authorization, you may revoke the authorization in writing, and this revocation will be effective for future uses and disclosures of protected health information. However, the revocation will not be effective for information that we already have used or disclosed, relying on the authorization.

**YOUR RIGHTS**

The following is a description of your rights with respect to your protected health information.

***Right to Request a Restriction***

You have the right to request a restriction on the protected health information we use or disclose about you for payment or health care operations.

*We are not required to agree to any restriction that you may request.* If we do agree to the restriction, we will comply with the restriction unless the information is needed to provide emergency treatment to you.

You may request a restriction by contacting us as listed on the summary page of this notice. It is important that you direct your request for restriction to this number/address so that we can begin to process your request. Requests sent to persons or offices other than the number/address indicated might delay processing the request.

We will want to receive this information in writing and will instruct you where to send your request when you call. In your request, please tell us: (1) the information whose disclosure you want to limit; and (2) how you want to limit our use and/or disclosure of the information.

• ***Right to Request Confidential Communications***

If you believe that a disclosure of all or part of your protected health information may endanger you, you may request that we communicate with you regarding your information in an alternative manner or at an alternative location. For example, you may ask that we only contact you at your work address or via your work e-mail.

You may request a restriction by contacting us as listed on the summary page of this notice. It is important that you direct your request for confidential communications to this number/address so that we can begin to process your request. Requests sent to persons or offices other than the one indicated might delay processing the request.

We will want to receive this information in writing and will instruct you where to send your written request when you call. In your request, please tell us: (1) that you want us to communicate your protected health information with you in an alternative manner or at an alternative location; and (2) that the disclosure of all or part of the protected health information in a manner inconsistent with your instructions would put you in danger.

We will accommodate a request for confidential communications that is reasonable and states that the disclosure of all or part of your protected health information could endanger you. As permitted by the HIPAA Privacy Rule, “reasonableness” will (and is permitted to) include, when appropriate, making alternate arrangements regarding payment.

Due to system limitations, PHI cannot be redirected on a diagnostic specific basis (e.g., only PHI that might relate to a specific procedure); therefore, once processed all PHI for the individual will be processed according to the individual’s request for accommodation.

Accordingly, as a condition of granting your request, you will be required to provide us information concerning how payment will be handled. For example, if you submit a claim for payment, state or federal law (or our own contractual obligations) may require that we disclose certain financial claim information to the plan participant (e.g., an Explanation of Benefits Form). *Unless* you have made other payment arrangements, the EOB (in which your protected health information might be included) will be released to the plan participant.

Once we receive all of the information for such a request (along with the instructions for handling future communications), the request will be processed usually within five business days.

Prior to receiving the information necessary for this request, or during the time it takes to process it, protected health information may be disclosed (such as through an “EOB”).

If you terminate your request for confidential communications, the restriction will be removed for *all* your protected health information that we hold, including protected health information that was previously protected. Therefore, you should not terminate a request for confidential communications if you remain concerned that disclosure of your protected health information will endanger you.

• ***Right to Inspect and Copy***

You have the right to inspect and copy your protected health information that is contained in a “designated record set.” Generally, a “designated record set” contains medical and billing records, as well as other records that are used to make decisions about your health care benefits. However, you may not inspect or copy psychotherapy notes or certain other information that may be contained in a designated record set.

To inspect and copy your PHI that is contained in a designated record set, you must submit your request by calling us at the number listed in the summary page of this notice. It is important that you call this number to request an inspection and copying so that we can begin to process your request. Requests sent to persons or offices, other than the one indicated might delay processing the request. If you request a copy of the information, we may charge a fee for the costs of copying, mailing, or other time and supplies associated with your request.

We may deny your request to inspect and copy your protected health information in certain limited circumstances. If you are denied access to your information, you may request that the denial be reviewed. To request a review, you must contact us at the number provided in this notice. A licensed health care professional chosen by us will review your request and the denial. The person performing this review will not be the same one who denied your initial request. Under certain conditions, our denial will not be reviewable. If this event occurs, we will inform you in our denial that the decision is not reviewable.

• ***Right to Amend***

If you believe that your protected health information is incorrect or incomplete, you may request that we amend your information. You may request that we amend your information by contacting us as listed on the summary page of this notice. Additionally, your request should include the reason the amendment is necessary. It is important that you direct your request for amendment to this number/address so that we can begin to process your request. Requests sent to persons or offices, other than the one indicated might delay processing the request.

In certain cases, we may deny your request for an amendment. For example, we may deny your request if the information you want to amend is not maintained by us, but by another entity. If we deny your request, you have the right to file a statement of disagreement with us. Your statement of disagreement will be linked with the disputed information and all future disclosures of the disputed information will include your statement.

• ***Right of an Accounting***

You have a right to an accounting of certain disclosures of your protected health information that are for reasons other than treatment, payment, or health care operations. No accounting of disclosures is required for disclosures made pursuant to a signed authorization by you or your personal representative. You should know that most disclosures of protected health information will be for purposes of payment or health care operations, and, therefore, will not be subject to your right to an accounting. There also are other exceptions to this right.

An accounting will include the date(s) of the disclosure, to whom we made the disclosure, a brief description of the information disclosed, and the purpose for the disclosure.

You may request an accounting by submitting your request in writing to the address listed on the summary page of this notice. It is important that you direct your request for an accounting to this address so that we can begin to process your request. Requests sent to persons or offices other than the one indicated might delay processing the request.

Your request may be for disclosures made up to 6 years before the date of your request, but not for disclosures made before April 14, 2003. The first list you request within a 12-month period will be free. For additional lists, we will charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at the time before any costs are incurred.

• ***Right to a Paper Copy of This Notice***

You have the right to a paper copy of this notice, even if you have agreed to accept this notice electronically.

**COMPLAINTS**

You may complain to us if you believe that we have violated your privacy rights. You may file a complaint with us by calling us at the number listed in this notice. A copy of a complaint form is available from this contact office.

You also may file a complaint with the Secretary of the U.S. Department of Health and Human Services. Complaints filed directly with the Secretary must: (1) be in writing; (2) contain the name of the entity against which the complaint is lodged; (3) describe the relevant problems; and (4) be filed within 180 days of the time you became or should have become aware of the problem.

We will not penalize or any other way retaliate against you for filing a complaint with the Secretary or with us.

**NOTICE OF PRIVACY PRACTICES**

**SUMMARY PAGE**

**PLAN SPONSOR:** CITY OF HIALEAH, FLORIDA

**GROUP HEALTH PLAN:** CITY OF HIALEAH -  
SELF FUNDED GROUP HEALTH PLAN  
(Covered Entity)

**PRIVACY OFFICE ADDRESS:** CITY OF HIALEAH  
RISK MANAGEMENT DIVISION  
501 PALM AVENUE  
HIALEAH, FLORIDA 33010

**TELEPHONE NUMBER:** (305) 883-8059

**HOURS OF OPERATION:** 8:00 AM TO 8:00 PM  
MONDAY - FRIDAY

**BUSINESS ASSOCIATE (TPA):  
ADDRESS:** UNITED HEALTHCARE, INC.  
PO BOX 740800  
ATLANTA, GEORGIA 30374

**TELEPHONE:** (888) 332-8885

Amendment to the City of Hialeah - Self Funded Employee Group Health Plan  
**Effective: 4/14/03**

This Amendment is intended to bring the City of Hialeah – Self Funded Employee Group Health Plan (hereinafter “GHP” or “Plan”) into compliance with the requirements of § 164.504(f) of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, 45 C.F.R. parts 160 through 164 (the regulations are referred to herein as the “HIPAA Privacy Rule” and § 164.504(f) is referred to as the “504” provisions”) by establishing the extent to which the Plan Sponsor will receive, use and/or disclose Protected Health Information. Accordingly, the Plan is hereby amended as follows:

**I. GHP’s Designation of Person/Entity to Act on its Behalf**

The Plan has determined that it is a group health plan within the meaning of the HIPAA Privacy Rule, and the Plan designates City of Hialeah - Insurance Committee, to take all actions required to be taken by the GHP in connection with the HIPAA Privacy Rule.

**II. Definitions**

All terms defined in the HIPAA Privacy Rule, shall have the meaning set forth therein. The following additional definitions apply to the provisions set forth in this Amendment.

- A. **Plan** (also referred to as “GHP”) means the City of Hialeah – Self-Funded Employee Group Health Plan, covering Active and Retired General, Sworn Police, Sworn Firefighters, Confidential and Management Personnel.
- B. **Plan Documents** mean the GHP’s governing documents and instruments (*i.e.*, the documents under which the GHP was established and is maintained), including but not limited to the City of Hialeah Employee Benefit Plan.
- C. **Plan Sponsor** means “Plan Sponsor” as defined in section 3(16)(B) of ERISA, 29 U.S.C. § 1002(16)(B). The Plan Sponsor is the City of Hialeah, Florida, a municipal corporation.

**III. The GHP’s disclosure of Protected Health Information to the Plan Sponsor —  
Required Certification of Compliance by Plan Sponsor**

- A. Except as provided below with respect to the GHP’s disclosure of summary health information, the GHP will (a) disclose Protected Health Information to the Plan Sponsor or (b) provide for or permit the disclosure of Protected Health Information to the Plan Sponsor by a health insurance issuer or Business Associate with respect to the GHP, only if the GHP has received a certification (signed on behalf of the Plan Sponsor) that:
  - 1. the Plan Documents have been amended to establish the permitted and required uses and disclosures of such information by the Plan Sponsor, consistent with the “504” provisions;
  - 2. the Plan Documents have been amended to incorporate the Plan provisions set forth in this Amendment; and

3. the Plan Sponsor agrees to comply with the Plan provisions as modified by this Amendment.

**IV. Permitted disclosure of individuals' Protected Health Information to the Plan Sponsor**

- A. The GHP (and any business associate acting on behalf of the GHP), or any health insurance issuer servicing the GHP will disclose individuals' Protected Health Information to the Plan Sponsor only to permit the Plan Sponsor to carry out plan administration functions. Such disclosure will be consistent with the provisions of this Amendment.
- B. All disclosures of the Protected Health Information of the GHP's individuals by the GHP's business associate or health insurance issuer, to the Plan Sponsor will comply with the restrictions and requirements set forth in this Amendment and in the "504" provisions.
- C. The GHP (and any business associate acting on behalf of the GHP), may not permit a health insurance issuer, to disclose individuals' Protected Health Information to the Plan Sponsor for employment-related actions and decisions in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- D. The Plan Sponsor will not use or further disclose individuals' Protected Health Information other than as described in the Plan Documents and permitted by the "504" provisions.
- E. The Plan Sponsor will ensure that any agent(s), including a subcontractor, to whom it provides individuals' Protected Health Information received from the GHP (or from the GHP's business associate or health insurance issuer), agrees to the same restrictions and conditions that apply to the Plan Sponsor with respect to such Protected Health Information.
- F. The Plan Sponsor will not use or disclose individuals' Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.
- G. The Plan Sponsor will report to the GHP any use or disclosure of Protected Health Information that is inconsistent with the uses or disclosures provided for in the Plan Documents (as amended) and in the "504" provisions, of which the Plan Sponsor becomes aware.

**V. Disclosure of individuals' Protected Health Information — Disclosure by the Plan Sponsor**

- A. The Plan Sponsor will make the Protected Health Information of the individual who is the subject of the Protected Health Information available to such individual in accordance with 45 C.F.R. § 164.524.
- B. The Plan Sponsor will make individuals' Protected Health Information available for

amendment and incorporate any amendments to individuals' Protected Health Information in accordance with 45 C.F.R. § 164.526.

- C. The Plan Sponsor will make and maintain an accounting so that it can make available those disclosures of individuals' Protected Health Information that it must account for in accordance with 45 C.F.R. § 164.528.
- D. The Plan Sponsor will make its internal practices, books and records relating to the use and disclosure of individuals' Protected Health Information received from the GHP available to the U.S. Department of Health and Human Services for purposes of determining compliance by the GHP with the HIPAA Privacy Rule.
- E. The Plan Sponsor will, if feasible, return or destroy all individuals' Protected Health Information received from the GHP (or a business associate or health insurance issuer with respect to the GHP) that the Plan Sponsor still maintains in any form after such information is no longer needed for the purpose for which the use or disclosure was made. Additionally, the Plan Sponsor will not retain copies of such Protected Health Information after such information is no longer needed for the purpose for which the use or disclosure was made. If, however, such return or destruction is not feasible, the Plan Sponsor will limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- F. The Plan Sponsor will ensure that the required adequate separation, described in paragraph VII below, is established and maintained.

**VI. Disclosures of Summary Health Information and Enrollment and Disenrollment Information to the Plan Sponsor**

- A. The GHP, or a business associate or health insurance issuer with respect to the GHP, may disclose summary health information to the Plan Sponsor without the need to amend the Plan Documents as provided for in the "504" provisions, if the Plan Sponsor requests the summary health information for the purpose of:
  - 1. Obtaining premium bids from health plans for providing health coverage under the GHP; or
  - 2. Modifying, amending, or terminating the GHP.
- B. The GHP, or a business associate or health insurance issuer with respect to the GHP, may disclose enrollment and disenrollment information to the Plan Sponsor without the need to amend the Plan Documents as provided for in the "504" provisions.

**VII. Required separation between the GHP and the Plan Sponsor**

- A. In accordance with the "504" provisions, this section describes the employees or classes of employees or workforce members under the control of the Plan Sponsor who may be given access to individuals' Protected Health Information received from the GHP or from a business associate or health insurance issuer servicing the GHP.

1. **Risk Manager, Risk Management Coordinator, Risk Management Specialists, Receptionists, Clerk Typists, Account Clerks, Accountants, Director of Office of Management and Budget, City Accountant, Clerical Personnel, Insurance Committee Members, City Attorney, Assistant City Attorneys**
2. **Information Systems Personnel, Finance Personnel, Human Resources Personnel, Department Heads, Supervisors/Managers**
3. **Third Party Claims Administrators, Managed Care Review Personnel, Excess Insurance Carrier Personnel, Pre-Certification Program Personnel, Plan Benefit Consultants, Auditors**

- B. This list reflects the employees, classes of employees, or other workforce members of the Plan Sponsor who receive individuals' Protected Health Information relating to payment under, health care operations of, or other matters pertaining to plan administration functions that the Plan Sponsor provides for the GHP. These individuals will have access to individuals' Protected Health Information solely to perform these identified functions, and they will be subject to disciplinary action and/or sanctions (including termination of employment or affiliation with the Plan Sponsor) for any use or disclosure of individuals' Protected Health Information in violation of, or noncompliance with, the provisions of this Amendment.
- C. The Plan Sponsor will promptly report any such breach, violation, or noncompliance to the GHP and will cooperate with the GHP to correct the violation or noncompliance, to impose appropriate disciplinary action and/or sanctions, and to mitigate any deleterious effect of the violation or noncompliance.