**HIPAA SPECIAL ENROLLMENT NOTICE**

A federal law called HIPAA requires that we notify you of your right to enroll in the plan under its “special enrollment provision” if you acquire a new dependent, or if you decline coverage under this plan for yourself or an eligible dependent while other coverage is in effect and later lose that other coverage for certain qualifying reasons. You should read this notice even if you plan to waive coverage at this time.

**Loss of Other Coverage**

If you are declining coverage for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents’ other coverage). However, you must request enrollment within 30 days after you or your dependents’ other coverage ends (or after the employer stops contributing toward the other coverage).

**Marriage, Birth, or Adoption**

If you have a new dependent as a result of a marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

To request special enrollment or obtain more information, contact

Prince Avenue Christian School

Renay Armit

2131 Ruth Jackson Rd

Oconee, GA 30622

Phone: 678-726-2309

**NOTICE OF PRIVACY PRACTICES**

**Plan Administrator**

Prince Avenue Christian School

Renay Armit

2131 Ruth Jackson Rd

Oconee, GA 30622

Phone: 678-726-2309

 **Your Information. Your Rights. Our Responsibilities.**

Prince Avenue Christian School is committed to maintaining and protecting the confidentiality of our employees’ personal information.

This Notice of Privacy Practices applies to Prince Avenue Christian School’s Group Health Plans (collectively, the Plans). The Plans are required by federal and state law to protect the privacy of your individually identifiable health information and other personal information. We are required to provide you with this Notice about our policies, safeguards and practices. When the Plans use or disclose your PHI, the Plans are bound by the terms of this Notice, or the revised Notice, if applicable.

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.

**You have the right to:**

* Get a copy of your health and claims records
* Correct your health and claims records
* Request confidential communication
* Ask the Plan to limit the information we share
* Get a list of those with whom the health plan has shared your information
* Get a copy of this privacy notice
* Choose someone to act for you
* File a complaint if you believe your privacy rights have been violated

**You have some choices in the way the health plan uses & shares information as the Plan:**

* Answers coverage questions from your family, close
* friends, or others involved in payment for your care
* Provides disaster relief
* Includes you in a hospital directory
* Provides mental health care
* Markets health plan services
* Raises funds

**The health plan may use and disclose/share your information as it:**

* Helps manage the health care treatment you receive
* Runs our organization
* Pays for your health services
* Administers your health plan
* Helps with public health and safety issues
* Does research
* Complies with the law
* Responds to organ and tissue donation requests and
* work with a medical examiner or funeral director
* Addresses workers’ compensation, law enforcement, and other government requests
* Responds to lawsuits and legal actions

**Your Rights**

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

**Get a copy of health and claims records** - You can ask to see or get an electronic or paper copy of your medical record and other health information we have about you. Ask us how to do this.

We will provide a copy or a summary of your health information, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

**Ask us to correct health and claims records**

* You can ask us to correct health information about you that you think is incorrect or incomplete.
* Ask us how to do this. We may say “no” to your request, but we’ll tell you why in writing within 60 days.

**Request confidential communications**

* You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
* We will say “yes” to all reasonable requests.

**Ask us to limit what we use or share**

* You can ask us not to use or share certain health information for treatment, payment, or our operations.
* We are not required to agree to your request, and we may say “no” if it would affect your care.

**Get a list of those with whom we’ve shared information**

* You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why.
* We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

**Get a copy of this privacy notice**

* You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

**Choose someone to act for you**

* If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your Health information.
* We will make sure the person has this authority and can act for you before we take any action.

**File a complaint if you feel your rights are violated**

* You can complain if you feel we have violated your rights by contacting the Plan.
* You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
* We will not retaliate against you for filing a complaint

**Your Choices**

**For certain health information, you can tell us your choices about what we share.**

If you have a clear preference for how we share your information in the situations described below, talk to us. Tell us what you want us to do, and we will follow your instructions.

**In these cases, you have both the right and choice to tell us to:**

* Share information with your family, close friends, or others involved in payment for your care
* Share information in a disaster relief situation

If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.

**In these cases, we never share your information unless you give us written permission:**

* Marketing purposes
* Sale of your information

**Our Uses and Disclosures**

**How do we typically use or share your health information?** We typically use or share your health information in the following ways.

* Help manage the health care treatment you receive - We can use your health information and share it with other professionals who are treating you.

*Example*: A doctor treating you for an injury asks another doctor about your overall health condition.

* Runs the organization - We can use and share your health information to run our practice, improve your care, and contact you when necessary.

*Example*: We use health information about you to manage your treatment and services.

* Pay for your healthcare services - We can use and share your health information to bill and get payment from health plans or other entities.

*Example*: We give information about you to your health insurance plan so it will pay for your services.

* Administer your plan - We may disclose your health information to your health plan sponsor for plan administration.

*Example*: Your Company contracts with us to provide a health plan, and we provide your company with certain statistics to explain the premiums we charge.

**How else can we use or share your health information?** We are allowed or required to share your information in other ways –usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes. For more information, see: www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html.

**Help with public health and safety issues -** We can share health information about you for certain situations such as:

* + Preventing disease
	+ Helping with product recalls
	+ Reporting adverse reactions to medications
* Reporting suspected abuse, neglect, or domestic violence
	+ Preventing or reducing a serious threat to anyone’s
* health or safety

**Do research -** We can use or share your information for health research.

**Comply with the law** - We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we’re complying with federal privacy law.

**Respond to organ and tissue donation requests -** We can share health information about you with organ procurement organizations.

**Work with a medical examiner or funeral director** - We can share health information with a coroner, medical examiner, or funeral director when an individual dies.

**Address workers’ compensation, law enforcement, and other government requests -** We can use or share health information about you:

* For workers’ compensation claims
* For law enforcement purposes or with a law enforcement official
* With health oversight agencies for activities authorized by law
* For special government functions such as military, national security, and presidential protective services

**Respond to lawsuits and legal actions -** We can share health information about you in response to a court or administrative order, or in response to a subpoena.

**Our Responsibilities**

* We are required by law to maintain the privacy and security of your protected health information.
* We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
* We must follow the duties and privacy practices described in this notice and give you a copy of it.
* We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

For more information see:

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html)

**SUMMARY OF BENEFITS & COVERAGE (SBC) NOTICE**

The SBC is designed to help you better understand and evaluate your health insurance choices. The SBC contains the same standard language used by all insurance companies and group health plans to make it easier for you to compare health plans.

The information contained in an SBC includes:

* A short plain language summary about benefits & coverage
* A uniform glossary of health insurance terms

The SBC also includes details, called ‘coverage examples’, which are comparison tools that allow you to see what the plan would generally cover in two common medical situations.

You may also request a copy of the glossary of terms from your health Insurance Company or group health plan.

Also, if you don’t speak English, you may be entitled to receive the SBC and uniform glossary in your native language upon request to your health Insurance Company or group health plan.

In an effort to comply with Affordable Care Act (Healthcare Reform), a copy of the Summary of Benefits & Coverage (SBC) for the plan can be located on the Employee navigator Benefit Enrollment Portal.

The SBC is always available by contacting the (Underlying contract) health plan, the Plan Administrator or Third Party Administrator.

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**WOMEN’S HEALTH AND CANCER RIGHTS ACT (WHCRA) OF 1998**

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women’s Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

* All stages of reconstruction of the breast on which the mastectomy was performed;
* Surgery and reconstruction of the other breast to produce a symmetrical appearance;
* Prostheses; and
* Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and

coinsurance applicable to other medical and surgical benefits provided under this plan.

If you would like more information on WHCRA benefits, call your plan administrator at 678-726-2309.

**WOMEN’S HEALTH AND CANCER RIGHTS ACT ANNUAL NOTICE**

Do you know that your plan, as required by the Women’s Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema?

Call your Plan Administrator for more information.

**NEWBORN’S AND MOTHERS’ HEALTH PROTECTION ACT**

The Newborns’ and Mothers’ Health Protection Act (the Newborns’ Act) provides protections for mothers and their newborn children relating to the length of their hospital stays following childbirth.

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 issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

**MENTAL HEALTH PARITY ACT**

Under Health Care Reform, most non-grandfathered small group plans are required to cover mental health and substance use disorder services (as one category of "essential health benefits"), at parity with medical and surgical benefits, for plan years starting in 2014.

The Paul Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008 (“MHPAEA”) generally applies to Employers that employ 50 or more employees and its health plan provides for mental health and substance abuse benefits. (Thus, if your Plan does not currently offer any mental health or substance abuse benefits, then MHPAEA does not apply.) These group health plans must cover mental health and substance abuse services in a manner equal to their coverage of predominant medical and surgical services.

Financial and treatment limits for mental health/substance abuse, such as deductibles, copayments, co-insurance and out-of-pocket expenses, days of coverage, limited networks for services, and other similar limits on dollars, scope, or duration of treatment may not be substantially more limited than for medical/surgical benefits provided. For example, a plan may not apply separate deductibles for treatment related to mental health or substance use disorders and medical or surgical benefits—they must be calculated as one limit.

**USERRA**

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

* you ensure that your employer receives advance written or verbal notice of your service;
* you have five years or less of cumulative service in the uniformed services while with that particular employer;
* you return to work or apply for reemployment in a timely manner after conclusion of service; and
* you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

* are a past or present member of the uniformed service;
* have applied for membership in the uniformed service; or
* are obligated to serve in the uniformed service; then an employer may not deny you:
* initial employment;
* reemployment;
* retention in employment;
* promotion; or
* any benefit of employment because of this status. In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.

* Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

* The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
* For assistance in filing a complaint, or for any other information on USERRA, contact VETS at 1-866-4-USA-DOL or visit its website at <http://www.dol.gov/vets> . An interactive online USERRA Advisor can be viewed at http://www.dol.gov/elaws/userra.htm
* If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
* You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

**THE GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. ‘Genetic information’ as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.