Employee Benefits

Annual Notice Concerning Federal Laws and Acts

USA Health & Dental Plan
Benefit Year 2014
The University of South Alabama is pleased to provide its employees and their dependents with a quality health and dental plan at an affordable cost to all employees.

This notice provides important information about federal laws and acts that affect your coverage. It also includes information about the policies and procedures of your Plan. You should read this notice carefully and keep it with your important papers.

This notice, along with your USA Health & Dental Plan Member Handbook, will assist you in understanding your rights under the Plan and your responsibilities to the Plan.

This notice updates your 2006 USA Health & Dental Plan Member Handbook for changes required for compliance with Health Care Reform.

When used in this notice, the term “Plan” refers to the USA Health & Dental Plan. The term “Member” refers to benefits-eligible employees and their dependents, unless otherwise noted. The term “Employer” refers to the University of South Alabama (USA), the USA Medical Center, the USA Children’s & Women’s Hospital, or USA HealthCare Management, LLC (HCM).

NOTICE OF YOUR RIGHT TO COBRA CONTINUATION OF COVERAGE UNDER THE PLAN

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the USA Health & Dental Plan Member Handbook or contact the Human Resources department or Blue Cross Blue Shield of Alabama.

There are time limits for a member to apply for the COBRA continuation of coverage. It is important that you notify the Human Resources department when there is a COBRA qualifying event that may affect your coverage or that of your dependent, such as: 1) your hours of employment are reduced; 2) your employment ends for any reason; 3) your spouse dies; 4) your spouse’s hours of employment are reduced; 5) your spouse’s employment ends; 6) your spouse becomes entitled to Medicare benefits; 7) you become divorced or legally separated from your spouse; 8) the child’s parent-employee dies; 9) the parent-employee’s hours of employment are reduced; 10) the parent-employee’s employment ends; 11) the parent-employee becomes entitled to Medicare benefits; 12) the parents become divorced or legally separated; 13) the child is no longer eligible for coverage under the Plan as an eligible dependent.

WHAT YOU SHOULD KNOW ABOUT YOUR EMPLOYER-PROVIDED HEALTH INSURANCE & HEALTH CARE REFORM

The Affordable Care Act (ACA) provides individuals with a new way to compare and purchase health insurance through the Health Insurance Marketplace. Some individuals may qualify for a premium tax credit to assist in purchasing coverage through the Marketplace, but only if their employer does not offer coverage, or offers coverage that does not meet certain standards. Information about the Marketplace was provided to all employees via mail in a notice titled, “New Health Insurance Marketplace Coverage Options & Your Health Coverage.” You may view this notice on the benefits page of the Human Resources web site at www.southalabama.edu/hr or request a copy by contacting the USA Human Resources department.

You should understand the following important information about your employer-provided health coverage as it relates to health care reform:

1. The USA Health & Dental Base Plan & Standard Plan provide “minimum essential coverage” as required by the Affordable Care Act.
2. The USA Health & Dental Base Plan & Standard Plan meet the “minimum value” standard established by the Affordable Care Act. This standard is met when the health plan’s share of the total allowed benefit costs covered by the plan is no less than 60% of such costs.
3. The USA Health & Dental Base Plan & Standard Plan have employee cost-sharing rates which are intended to meet the “affordable” standard under the Affordable Care Act. This means that the employee cost for single coverage under the Plans is intended to be no more than 9.5% of the employee’s household income (based on the employee’s W-2 income).

AVAILABILITY OF SUMMARY HEALTH INFORMATION

As an employee of the University of South Alabama, the health benefits available to you represent a significant component of your compensation package. These health benefits also provide important protection for you and your family in cases of illnesses or injuries. To assist you in understanding your health coverage, the USA Health & Dental Plan makes available a Summary of Benefits and Coverage (SBC). The SBC summarizes important information about your health coverage in a standard format.

The SBC is available on the web at: www.southalabama.edu/hr/. A paper copy is also available, free of charge, by contacting the Human Resources department.

WOMEN’S HEALTH & CANCER RIGHTS ACT:

The Plan complies with the Women’s Health and Cancer Rights Act, providing the following benefit: The USA Health & Dental Plan provides medical benefits for mastectomies for treatment of breast cancer including reconstructive surgery of the breast on which the mastectomy was performed, and of the other breast to produce a symmetrical appearance; prosthesis and coverage of physical complications resulting from all stages of the mastectomy, including lymphedema. Coverage of prostheses includes initial placement of prostheses and replacements as determined to be medically necessary. Coverage of prostheses also includes the brassiere required to hold the prostheses, limited to a Plan year maximum benefit of four (4) brassieres.
## Grandfathered Status

The USA Health & Dental **Base Plan** is a “grandfathered plan” under the Patient Protection and Affordable Care Act (PPACA). As permitted by the Act, a grandfathered plan may preserve certain basic health coverage that was already in effect when that law was enacted. As a grandfathered health plan, the Plan may not include certain consumer protections of the Act that apply to other plans; for example, the requirement for the provision of preventive health services without any cost sharing.

The USA Health & Dental **Standard Plan** is not a grandfathered plan under PPACA and must comply with all the Act’s provisions including expanded preventive wellness benefits, quality of care reporting, coverage for clinical trials, third-party appeal procedure, and cost sharing limitations.

Questions regarding which protections may or may not apply to a grandfathered health plan and what might cause a plan to change its status can be directed to the Human Resources department. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at: 1-866-444-3272 or www.dol.gov/ebsa/healthreform.

### Health Insurance Portability and Accountability Act (HIPAA):

Many of the provisions of HIPAA do not apply to the Plan, or the Plan is already in compliance with these provisions. For example, HIPAA requires a special enrollment period for employees who incur a change-in-status event concerning eligibility of family members. This benefit has always been offered under the Plan. HIPAA prohibits group health plans from discriminating against employees on the basis of health status. The Plan has never imposed discriminatory rules. The Patient Protection and Affordable Care Act (PPACA) prohibits pre-existing condition waiting periods. This Plan previously required new employees and dependents, age 19 and over, to serve a 270-day pre-existing condition waiting period before coverage became effective. Effective January 1, 2014, the Plan will no longer utilize a pre-existing condition waiting period. Departing employees or dependents no longer eligible will be provided a Certificate of Creditable Coverage from this Plan that can be submitted to possibly offset the waiting period for coverage of pre-existing conditions under a new health plan. Departing employees and dependents no longer eligible for coverage may be entitled to COBRA coverage.

### Mental Health Parity Act (MHPA):

The Mental Health Parity Act does not allow plans to establish financial limits on mental health treatment, but does allow plans to establish limits on the number of outpatient office visits, number of inpatient days allowed, coverage of prescription drugs to treat mental health conditions, or elimination of mental health treatment altogether. The Plan provides treatment for mental and nervous conditions as well as substance abuse, with specific limitations.

### Mental Health Parity and Addiction Equity Act of 2008 (MHPAEA):

The MHPAEA expands MHPA by establishing parity of mental health and substance abuse benefits to include substance abuse disorder benefits as well as mental health benefits; prohibits applying financial requirements or treatment limitations that are more restrictive than the predominant financial requirement or treatment limitations that apply to substantially all medical and surgical benefits.

The Base Plan does not provide parity and has limits on certain services and a maximum dollar limit for mental and substance abuse treatment. These limits do not apply to the Standard Plan which provides mental health and substance abuse benefits as essential health benefits pursuant to PPACA with no maximum dollar limits.

You should consult with your medical provider and the claims administrator to coordinate your care within the benefits offered by the Plan. You may review the benefits provided under the Base and Standard Plans using the Summary of Benefits & Coverage (SBC) for each Plan which is available at: www.southalabama.edu/hr/. A paper copy is also available, free of charge, by contacting the Human Resources department.

### Newborns’ and Mothers’ Health Protection Act (NMHPA):

The NMHPA establishes minimum inpatient hospital stays for newborns and mothers following delivery, based on medical necessity. The Plan has never imposed limitations regarding the length of an inpatient hospital stay following delivery. The Plan’s decision to opt-out of NMHPA will have no effect on current or new employees.

### Michelle’s Law (2008):

Michelle’s Law provides that a group health plan may not terminate coverage of a full-time student due to a medically necessary leave of absence. The ACA requires coverage of a dependent to extend to age 26 regardless of full-time student status. The USA Health & Dental Plan complies with the ACA and extends coverage to all dependent children to age 26 regardless of student status.
NOTICE OF A SPECIAL ENROLLMENT PERIOD FOR A CHANGE-IN-STATUS EVENT

If you or any of your family members declined coverage in the Plan when first eligible for coverage (or during the annual Open Enrollment Period), you may enroll in the Plan or enroll your eligible dependents when certain events cause a change-in-status event. Some change-in-status events result in termination of coverage for a dependent. To make an enrollment change due to a change-in-status event, you must contact the Human Resources department within 30 days (unless otherwise noted) of the event. Change-in-status events include:

1. A change in your marital status (marriage, divorce, legal separation or death of your spouse).
2. A change in the number of your dependents (birth or adoption of a child, death of a child, obtaining legal custody of a child, or obtaining legal guardianship of a child by court action).
3. A change in your employment status (starting/ending employment, changing from part-time to full-time or vice versa, taking or returning from an approved leave).
4. A change in your spouse’s employment status (starting/ending employment, changing from part-time to full-time or vice versa, a strike or lockout, or your spouse taking or returning from an unpaid leave or leave under the Family and Medical Leave Act or USERRA).
5. Exhaustion of your coverage period under a previous employer’s COBRA continuation.

IMPORTANT NOTICE

You should read the USA Health & Dental Plan Member Handbook and share it with your dependents. This booklet provides valuable information about your responsibility under the Plan, eligibility, benefits, and your rights as a participant, including the right to appeal the denial of a benefit. If you do not have a copy of this booklet, you should contact the Human Resources department and one will be sent to you free of charge.

SECTION 125 PREMIUM CONVERSION PLAN

The Section 125 Premium Conversion Plan allows you to pay your employee contribution for the USA Health & Dental Plan with pre-tax dollars through salary reduction rather than regular pay. The employee contribution is deducted from your paycheck before taxes are withheld. This allows you to increase your spendable income by reducing your taxes (your Social Security retirement benefit may be slightly reduced). All eligible employees are automatically enrolled in the Section 125 Premium Conversion Plan. You may change your election for pre-tax premiums for the coming year during the Open Enrollment period held in November, or during the Plan year if you incur a change-in-status event.

PATIENT PROTECTION

The Plan does not restrict coverage to any specific physician and the individual may designate any primary care, pediatrician, obstetric, gynecological, or specialty care provider in the network. A list of covered physicians, hospitals, and other medical providers may be obtained from Blue Cross Blue Shield of Alabama and is provided on its web site: www.bcbsal.org.

FLEXIBLE SPENDING ACCOUNT (FSA)

The annual enrollment and re-enrollment in the SouthFlex Health & Dependent Care Flexible Spending Accounts must be made during open enrollment (November) to be effective January 1, 2014. The Patient Protection and Affordable Care Act (PPACA) placed an annual limit of $2,500 on employee salary reduction contributions to the Health FSA, effective January 1, 2014. Unused employee contributions to the Health FSA for the 2013 plan year that are carried over into the grace period for that plan year will not count toward the $2,500 limit for the 2014 plan year. Please note that over-the-counter drugs are no longer eligible for reimbursement without a doctor’s prescription pursuant to PPACA. PPACA does not affect the annual maximum employee salary reduction contribution for the Dependent Care FSA, which remains at $5,000, or $2,500 for married taxpayers filing separate returns.

PRIVACY NOTICE

The USA Health & Dental Plan and its associates, like Blue Cross Blue Shield of Alabama, adhere to and comply with the Privacy Act. The Plan and its associates have adopted practices and procedures to protect the privacy of your medical information. The Plan’s privacy policy in its entirety is available from the Human Resources department and is included in your USA Health & Dental Plan Member Handbook. Blue Cross Blue Shield of Alabama also states its privacy policy on the company website: www.bcbsal.org.
This notice applies to the health benefits provided by the USA Health & Dental Plan under the Base Plan and Standard Plan of benefits, hereafter referred to as “the Plan.” The references to “we” and “us” throughout this notice mean the Plan. This notice has been drafted to comply with the Health Insurance Portability & Accountability Act of 1996 (HIPAA) Privacy Rules under federal law. Any terms that are not defined in this notice have the meaning specified in the HIPAA Privacy Rules. Please provide this notice to your family.

HOW WE PROTECT YOUR PRIVACY

We are required by law to protect the privacy of your protected health information (PHI), to provide you with this notice of our privacy practices, and to notify you if there has been a breach of your unsecured PHI. We will not disclose confidential information without your authorization unless it is necessary to provide your health benefits and administer the Plan, or as otherwise required or permitted by law. When we need to disclose individually identifiable information, we will follow the policies described in this notice to protect your confidentiality.

We maintain confidential information and have procedures for accessing and storing confidential records. We restrict internal access to your confidential information to employees who need that information to provide your benefits. We train those individuals on policies and procedures designed to protect your privacy. Our Privacy Officer monitors how we follow those policies and procedures and educates our organization on this important topic.

HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We will not use your confidential information or disclose it to others without your written authorization, except for the purposes detailed below. When required by law, we will restrict disclosures to the minimum necessary information to accomplish the intended purpose.

Treatment: We may disclose your protected health information to your health care provider for its provision, coordination or management of your health care and related services. For example, we may disclose your protected health information to a health care provider when the provider needs that information to provide treatment to you. We may also 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.

Payment: We may use or disclose your protected health information to provide payment for the treatment you receive under the Plan. For example, we may use and disclose your protected health information to pay and manage your claims, coordinate your benefits and review health care services provided to you. We may use and disclose your protected health information to determine your eligibility or coverage for health benefits and evaluate medical necessity or appropriateness of care or charges. In addition, we may use and disclose your protected health information as necessary to preauthorize services to you and review the services provided to you. We may also use and disclose your protected health information to obtain payment under a contract for reinsurance, including stop-loss insurance. We may use and disclose your protected health information to adjudicate your claims. Also, we may disclose your protected health information to other health care providers or entities that need your protected health information to obtain or provide payment for your treatment.

Health Care Operations: We may use or disclose your protected health information for our health care operations. We may use or disclose your protected health information to conduct audits, for purposes of underwriting and rate-making, as well as for purposes of risk management. Please note that we will not use any of your genetic information when performing underwriting activities.

We may use or disclose your protected health information to provide you with customer service activities or develop programs. We may also provide your protected health information to our attorneys, accountants and other consultants who assist us in performing our functions. We may disclose your protected health information to other health care providers or entities for certain health care operations activities, such as quality assessment and improvement activities, case management and care coordination, or as needed to obtain or maintain accreditation or licenses to provide services. We will only disclose your protected health information to these entities if they have or have had a relationship with you and your protected health information pertains to that relationship, such as with other health plans or insurance carriers in order to coordinate benefits, if you or your family members have coverage through another health plan.

Disclosures to the Plan Sponsor: The University of South Alabama is the Plan sponsor. We may disclose your protected health information to the Plan sponsor. The Plan sponsor is not permitted to use protected health information for any purpose other than the administration of the Plan. The Plan sponsor must certify, among other things, that it will only use and disclose your protected health information as permitted by the Plan, it will restrict access to your protected health information to those individuals whose job it is to administer the Plan and it will not use protected health information for any employment-related actions or decisions. The Plan may also disclose enrollment information to the Plan sponsor. The Plan may also disclose summary health information to the Plan sponsor for purposes of obtaining bids for health insurance or lending or modifying the Plan.
Disclosures to Business Associates: We contract with individuals and entities (business associates) to perform various functions on our behalf or provide certain types of services. To perform these functions or provide these services, our business associates will receive, create, maintain, use or disclose protected health information. We require the business associates to agree in writing to contract terms to safeguard your information, consistent with federal law. For example, we may disclose your protected health information to a business associate to administer claims or provide service support, utilization management, subrogation or pharmacy benefit management.

Disclosures to Family Members or Others: Unless you object, we may provide relevant portions of your protected health information to a family member, friend or other person that you indicate is involved in your health care or in helping you receive payment for your health care. If you are not capable of agreeing or objecting to these disclosures because of, for instance, an emergency situation, we will disclose protected health information (as we determine) in your best interest. After the emergency, we will give you the opportunity to object to future disclosures to family and friends.

Other Uses and Disclosures: The law allows us to disclose protected health information without your prior authorization in the following circumstances:

Required by law: We may use and disclose your protected health information to comply with the law.

Public health activities: We will disclose protected health information when we report to a public health authority for purposes such as public health surveillance, public health investigations or suspected child abuse.

Reports about victims of abuse, neglect or domestic violence: We will disclose your protected health information in these reports only if we are required or authorized by law to do so, or if you otherwise agree.

To health oversight agencies: We will provide protected health information as requested to government agencies that have the authority to audit or investigate our operations.

Lawsuits and disputes: If you are involved in a lawsuit or dispute, we may disclose your protected health information in response to a subpoena or other lawful request, but only if efforts have been made to tell you about the request or obtain a court order that protects the protected health information requested.

Law enforcement: We may release protected health information if asked to do so by a law enforcement official in the following circumstances: (a) to respond to a court order, subpoena, warrant, summons or similar process; (b) to identify or locate a suspect, fugitive, material witness or missing person; (c) to assist the victim of a crime if, under certain limited circumstances, we are unable to obtain the person’s agreement; (d) to investigate a death we believe may be due to criminal conduct; (e) to investigate criminal conduct; and (f) to report a crime, its location or victims or the identity, description or location of the person who committed the crime (in emergency circumstances).

Coroners, medical examiners and funeral directors: We may disclose protected health information to facilitate the duties of these individuals.

Immunization Records: We may disclose immunization records to schools where state law allows for such disclosures.

Organ procurement: We may disclose protected health information to facilitate organ donation and transplantation.

Medical research: We may disclose protected health information for medical research projects, subject to strict legal restrictions.

Serious threat to health or safety: We may disclose your protected health information to someone who can help prevent a serious threat to your health and safety or the health and safety of another person or the general public.

Special government functions: We may disclose protected health information to various departments of the government such as the U.S. military or U.S. Department of State.

Workers’ compensation or similar programs: We may disclose your protected health information when necessary to comply with workers’ compensation laws.

Uses and Disclosures With Your Written Authorization:
We will not use or disclose your protected health information for any purpose other than the purposes described in this notice without your written authorization. For example, we will not (1) supply protected health information to another company for its marketing purposes (unless it is for certain limited health care operations), (2) sell your protected health information (unless under strict legal restrictions), (3) sell your protected health information for marketing purposes, (4) disclose your psychotherapy notes or (5) provide your protected health information to a potential employer with whom you are seeking employment without your signed authorization. You may revoke an authorization that you previously have given by sending a written request to our Privacy Officer, but not with respect to any actions we already have taken.
YOUR INDIVIDUAL RIGHTS
You have the following rights:

Right to inspect and copy your protected health information:
Except for limited circumstances, you may review and copy your protected health information. Your request must be addressed to the Privacy Officer. In certain situations we may deny your request, but if we do, we will tell you in writing of the reasons for the denial and explain your rights with regard to having the denial reviewed. If the information you request is in an electronic health record, you may request that these records be transmitted electronically to yourself or a designated individual.

If you request copies of your protected health information, we may charge you a reasonable fee to cover the cost. Alternatively, we may provide you with a summary or explanation of your protected health information, upon your request, if you agree to the rules and cost (if any) in advance.

Right to correct or update your protected health information:
If you believe that the protected health information we have is incomplete or incorrect, you may ask us to amend it. Your request must be made in writing and must be addressed to the Privacy Officer. To process your request, you must use the form we provide and explain why you think the amendment is appropriate. We will inform you in writing as to whether the amendment will be made or denied. If we agree to make the amendment, we will make reasonable efforts to notify other parties of your amendment. If we agree to make the amendment, we will also ask you to identify others you would like us to notify.

We may deny your request if you ask us to amend information that:
1. Was not created by us, unless the person who created the information is no longer available to make the amendment;
2. Is not part of the protected health information we keep about you;
3. Is not part of the protected health information that you would be allowed to see or copy; or
4. Is determined by us to be accurate and complete.

If we deny the requested amendment, we will notify you in writing on how to submit a statement of disagreement or complaint or request inclusion of your original amendment request in your protected health information.

Right to obtain a list of the disclosures: You have the right to obtain a list of protected health information disclosures, which is also referred to as an accounting. You must make a written request to the Privacy Officer to obtain this information. The list will not include disclosures we have made as authorized by law. For example, the accounting will not include disclosures made for treatment, payment and health care operations purposes (except as noted in the following paragraph). Also, no accounting will be made for disclosures made directly to you or under an authorization that you provided or those made to your family or friends. The list will not include other disclosures, including incidental disclosures, disclosures we have made for national security purposes, disclosures to law enforcement personnel or disclosures made before April 14, 2003. The list we provide will include disclosures made within the last six years (subject to the April 14, 2003, beginning date) unless you specify a shorter period.

The first list you request within a 12-month period will be free. You may be charged for providing any additional lists within a 12-month period.

Right to choose how we communicate with you: You have the right to ask that we send information to you at a specific address (for example, at work rather than at home) or in a specific manner (for example, by e-mail rather than by regular mail). We must agree to your request if you state that disclosure of the information may put you in danger.

Right to request additional restrictions on health information: You may request restrictions on our use and disclosure of your protected health information for the treatment, payment and health care operations purposes explained in this notice. While we will consider all requests for restrictions carefully, we are not required to agree to a requested restriction. However, we must comply with your request to restrict a disclosure of your confidential information for payment or health care operations if you paid for these services in full, out of pocket, unless otherwise required by law.

Right to be notified of a breach: You have the right to be notified if there is a breach of your unsecured protected health information, as defined under the HIPAA Privacy Rules.

QUESTIONS AND COMPLAINTS
If you believe your privacy rights have been violated, you may file a complaint with us or the Secretary of the U.S. Department of Health and Human Services. To file a complaint with us, put your complaint in writing and address it to the Privacy Officer listed below. The Plan will not retaliate against you for filing a complaint. You may also contact the Privacy Officer if you have questions or comments about our privacy practices.

FUTURE CHANGES TO OUR PRACTICES AND THIS NOTICE
We are required to follow the terms of the privacy notice currently in effect. However, we reserve the right to change our privacy practices and make any such change applicable to the protected health information we obtained about you before the change. If a change in our practices is material, we will revise this notice to reflect the change. We will send or provide a copy of the revised notice. You may also obtain a copy of any revised notice by contacting the Privacy Officer.

Contact Information
The Plan’s Privacy Officer is:
Mr. Gerald E. Gattis
Director, Benefits & Employee Relations
Human Resources
University of South Alabama
650 Clinic Drive, TRP III, Suite 2200
Mobile, Alabama 36688
(251) 460-6133