

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT PROVISIONS (HIPAA Privacy Policy)

The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") protects the privacy of certain types of individual health information, regulates the use of such information by the Plan and imposes certain security protection measures concerning electronic health information. The Department of Health and Human Services has issued regulations on this subject that can be found at 45 CFR parts 160 and 164 ("HIPAA Regulations"). In this HIPAA Privacy Policy, the terms "you" and "your" refer to the Plan member/enrollee. The individual health information that is protected ("Protected Health Information" or "PHI") is any information created or received by the Plan that relates to:

1. Your past, present or future physical or mental health or your past, present or future physical or mental condition
2. the provision of health care to you or
3. past, present, or future payment for health care

However, HIPAA allows medical information, including PHI, to be disclosed by the Plan to the Plan Sponsor and to be used by the Plan Sponsor. (This plan limits any such disclosures to the Plan Sponsor's designated Benefit Coordinator and Controlling Committee.) The permitted disclosures to and uses by the Plan Sponsor of medical information are as follows:

1. The Plan may disclose summary health information to the Plan Sponsor if the Plan Sponsor requests the summary information for the purpose of a) obtaining premium bids for providing insurance coverage; or b) modifying, amending, or terminating the Plan ("Summary Information"). The Plan Sponsor may use Summary Information so received from the Plan only for these two listed purposes.
2. The Plan may disclose to the Plan Sponsor, and the Plan Sponsor may use, information on whether an individual is participating in the Plan or is enrolling or disenrolling in the Plan.
3. The Plan may disclose PHI to the Plan Sponsor and/or the Plan Sponsor may use such PHI if you have specifically authorized in writing such disclosure and/or use.
4. The Plan may disclose PHI to the Plan Sponsor, and the Plan Sponsor may use PHI, to carry out plan administration functions, such as activities relating to:
 - a. obtaining employee-share contributions or to determining or fulfilling responsibility for coverage and provision of benefits under the Plan
 - b. payment for or obtaining or providing reimbursement for health care services - Payments under this Plan generally are made either to the health care provider or to the member. All Members should be aware that the Plan and the Plan Sponsor will be providing PHI concerning all dependents of a member to the member as part of the Explanation of Benefits and when reimbursing the member for covered services under the Plan. If there is some reason why a dependent (spouse or child) of a member does not want the member to receive PHI, the dependent should so inform his or her health care provider and should also contact the Plan Administrator
 - c. determining eligibility for the Plan or eligibility for one or more types of coverage or benefits provided under the Plan
 - d. coordination of benefits or determinations of co-payments or other cost

- sharing mechanisms
- e. adjudication and subrogation of claims, billing, claims management, collection activities and related health care data processing
 - f. payment under a contract for reinsurance
 - g. review of health care services with respect to medical necessity, coverage under the health plan, appropriateness of care, or justification of charges
 - h. utilization review activities, including pre-certification and pre-authorization of services and concurrent and retrospective review of services
 - i. disclosure to consumer reporting agencies of any of the following PHI regarding collection of premiums or reimbursement: name and address, date of birth, Social Security Number, payment history, account number and name and address of the health plan
 - j. medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs
 - k. business planning and development, such as conducting cost-management and planning-related analyses relating to managing and operating the Plan, including formulary development and administration and/or the development or improvement of methods of payment
 - l. resolution of internal grievances
 - m. prosecution or defense of administrative claims or lawsuits involving the Plan or Plan Sponsor
 - n. conducting quality assurance and improvement activities, case management and care coordination
 - o. evaluating health care provider performance or Plan performance
 - p. securing or placing a contract for reinsurance of risk relating to health care claims, other activities relating to the renewal or replacement of stop-loss or excess of loss insurance
 - q. contacting health care providers and patients with information about treatment alternatives in accordance with HIPAA regulations.

The Plan Sponsor has agreed to (and the Plan has received a certification from the Plan Sponsor evidencing such agreement) the following restrictions:

1. The Plan Sponsor will not use or further disclose the PHI except a) as described above or b) as otherwise required by law.
2. Any agents or subcontractors of the Plan Sponsor to whom the Plan Sponsor provides PHI will agree to the same restrictions and conditions on the use and disclosure of PHI that apply to the Plan Sponsor. Any agents or subcontractors of the Plan Sponsor to whom the Plan Sponsor provides electronic PHI must agree to implement reasonable and appropriate security measures to protect the information.
3. The Plan Sponsor will not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or members benefit plan of the Plan Sponsor.
4. The Plan Sponsor will report to the Plan any use or disclosure of the PHI that is inconsistent with the permitted uses and disclosures of which the Plan Sponsor becomes aware. The Plan Sponsor will report to the Plan any security incident of which the Plan Sponsor becomes aware.

5. The Plan Sponsor will give you access and provide copies to you of your PHI in accordance with the HIPAA Regulations.
6. The Plan Sponsor will (or will cooperate with the plan administrator to) allow you to amend your PHI in accordance with the HIPAA Regulations.
7. The Plan Sponsor will (or will cooperate with the plan administrator to) make available PHI to you in order to make an accounting of PHI in accordance with the HIPAA Regulations.
8. The Plan Sponsor will (or will cooperate with the plan administrator to) make available its internal practices, books and records relating to the use and disclosure of PHI received from the Plan to the Secretary of Health and Human Services (or the Secretary's designee) for determining compliance by the Plan with the HIPAA Regulations.
9. The Plan Sponsor will, if feasible, return or destroy all protected PHI received from the Plan and retain no copies of the PHI when no longer needed for the purpose for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible.
10. The Plan Sponsor will ensure that adequate separation between the Plan and Plan Sponsor is established. Only the following employees or classes of employees or other persons under the control of the Plan Sponsor will be given access to the PHI to be disclosed:
 - a. Officers of the Plan Administrator
 - b. Employees of the Plan Administrator (*Adventist Risk Management*)
 - c. Plan Sponsor's designated Benefit Coordinator and Controlling Committee
11. The Plan Sponsor will ensure that this adequate separation is supported by reasonable and appropriate security measures to the extent that these individuals have access to electronic PHI.
12. The Plan Sponsor will (and will cooperate with the plan administrator to) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that the Plan Sponsor creates, receives, maintains or transmits on behalf of the Plan, except enrollment/disenrollment information and Summary Information, which are not subject to these restrictions.

The access to and use by the employees described above is limited to the plan administration functions that the Plan Sponsor (and the Plan Sponsor's delegee, the Plan Administrator) performs for the Plan. Employees who violate this section are subject to disciplinary action by the Plan Sponsor, including, but not limited to, reprimands and termination.

The Plan has issued a Privacy Notice which explains the Plan's privacy practices and your rights under HIPAA. This Notice is available by contacting the Plan's Privacy/Security Officer at the following address:

Adventist Risk Management, Inc., 12501 Old Columbia Pike, Silver Spring, MD 20914 or email, privacyofficer@adventistrisk.org. The Privacy Notice is also available at www.AscendtoWholeness.org.

RELEASE OF MEDICAL INFORMATION

Any member covered by the Plan, on behalf of himself or herself and the member's covered dependents, shall be deemed to have authorized any attending physician, nurse, hospital, or other provider of services or supplier to furnish the Plan Administrator with all information and records or copies of records relating to the diagnosis, treatment, or care of any person covered by the Plan. Members shall, by asserting a claim for Plan benefits, be deemed to have waived all provisions of law forbidding the disclosure of such information and records. If so requested or required by law, each Member shall sign any release or authorization form in order to facilitate the release of such medical records.

FURNISHING INFORMATION

A person covered by the Plan must furnish all information needed to effect coverage under the Plan and termination or changes in such coverage. The Plan Administrator may require that a Member provide certain personal data (including reasonable proof of the accuracy of the data) necessary for the determination of the person's benefits. Failure to furnish the data (or proof of its accuracy) may delay the payment of benefits. Benefit payments may be adjusted to reflect correction of inaccurate or incomplete information, and a retiree, other Member and/or medical provider may be required to make up any overpayments, and the Plan may make up any underpayments.

NO ASSIGNMENT OF BENEFITS

Plan benefits are not assignable except to the specific person or entity that provided the service or supply and except as otherwise required by law.

LEGAL ACTIONS

No action at law or in equity may be brought to recover under this Plan unless brought within three years after the date of rendition of the services for which a claim is made.

NO WAIVER

Failure of the Plan Administrator or SHARP to insist upon compliance with any provision of this Plan at any given time or times or under any given set or sets of circumstances shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

FOREIGN LANGUAGE NOTICE

This booklet contains a summary in English of your rights and benefits under the Plan. If you have difficulty understanding any part of this booklet, please contact the Plan Administrator or WebTPA for language service assistance.

OTHER PLAN INFORMATION

Plan Name

The official name of the Plan is the North American Division Supplemental Healthcare, Adventist Retirement Plan. The Plan is an employer-sponsored trust fund benefit plan maintained for the purpose of providing participating retirees of participating employers with medical, surgical and hospital care assistance.

Plan Sponsor

The Plan is sponsored by the North American Division Committee. As such it qualifies as a "Church Plan" as defined by the Internal Revenue Service. Seventh-day Adventist organizations of the North American Division who comply with its provisions are exempt from the continuation of benefit requirements of COBRA and ERISA and certain other laws that do not apply to church plans.

Plan Documents

The current full SHARP Pre-Medicare/Non-Medicare document is available online at www.adventistretirement.org and may be downloaded or printed.