

## Summary Plan Description

This Summary Plan Description provided herein is intended for summary purposes only. Please refer to the Plan document for specific benefits and requirements of your plan. Please read it carefully. It is important that you understand the Plan requirements and the benefits it can provide to you and your family. If you have questions after reading the Summary, please contact your employer. This Summary cannot modify the terms of the Plan document. If there are inconsistencies between the Summary and the Plan document, the Plan document will control. This Summary has been prepared to comply with all current laws regarding Section 125 Cafeteria Plans. The Plan, however, may be changed, amended or terminated at any time by the Plan Sponsor.

### Type of Plan

The Section 125 Plan is a Cafeteria Plan under Section 125 of the Internal Revenue Code, allowing a choice between cash (taxable income) and certain qualified benefits.

### Funding

Benefits are entirely funded through employee pre-tax deductions and employer contributions in which to purchase elected benefits. Benefits are either provided through insurance policies or from Employer assets.

## Schedule of Benefits

### Eligibility

Any County employee who is required to work at least 30 hours per week, or those employees working less than 30 hours per week, and more than 18.5 hours per week prior to 1/01/2001 and who receives W-2 compensation qualifies. A qualified employee who is employed prior to the first day of the Plan Year and has met the applicable waiting period for benefits is immediately eligible to participate. Employees beginning employment after the Plan Year starts can begin participation the date the employee satisfies the eligibility requirements set forth in the Qualified Benefit(s) offered by the Company, as listed under Benefit Options. Participation for new employees will begin the first day of the month following 30 days of employment

### Benefit Options

The Benefit Options under the Plan are:

Effective 1/1/2004 Medical, Dental & Vision elections will be automatically taken as pre-tax deductions under the plan. Cancer, Accident, Hospital Indemnity & Intensive Care Insurance deductions will be offered as post-tax deductions only.

Medical Reimbursement (Health FSA)- (Plan year maximum requirement for participation is \$5,000 with a minimum requirement of \$500 Effective 1/1/2004).

Day Care Assistance Plan annual maximum \$5,000, (married filing separately \$2,500), Effective 1/1/2004 changing plan year minimum from \$0 to \$500.00

### Plan Year

The period beginning on January 1 and ending on December 31, unless amended.

### Enrollment Periods

1. Initial (New Hire) or New Plan Enrollment Period: The date an employee satisfies the Plan's eligibility requirements. This is the first time an employee may execute an Election Form.
2. Regular Re-Enrollment Period: The 30 day period before the first day of the Plan Year. At this time, an eligible employee or participant may execute a new Election Form or revoke existing elections.

3. Special Enrollment Period ( Change of Election): The 30 day period following an approved Change in Status or a Change in Coverage Event. You must complete a Change in Status form and submit to the employer within 30 days of the event.

Special Enrollment under HIPAA: If an employee does not enroll or change his/her election under this Plan during the 30-day period, the employee may pay for health benefits on an after-tax basis.

#### **Benefits**

1. The available benefits under this Plan are listed in the Schedule of Benefits of this Summary.
2. The advantage of this Plan is that it allows you to elect certain nontaxable benefits as alternatives to cash compensation that would be taxable.
3. The amounts applied to your share of the cost of the benefit plan are not subject to federal income or Social Security taxes.

#### **Participation Requirements**

1. You are eligible to participate in the Plan if you are a member of the eligible class of employees and have completed the required waiting period(s) as listed in the Schedule of Benefits of this Summary.
2. If you are eligible you must complete an Election form and file it with your employer during an Enrollment Period. Your participation in the Plan will begin following the Enrollment Period as described in the Schedule of Benefits.

#### **Enrollment**

1. In order to participate in the Plan, you must complete an election form for eligible insurance benefits during an enrollment period. Once elected any eligible benefit will automatically be taken from your paycheck on a pre-tax basis. If you elect more than one eligible benefit, you must indicate how much of the "reduction amount" is to be used to pay for each benefit.
2. Your employer uses the reduction amount to pay for the benefits you elect. You pay federal income tax; state tax (if applicable) and FICA tax on the lower level of income. (Because less FICA tax is paid, your social security benefits could be reduced).
3. Your Election form will be binding for the Plan Year as stated in the Schedule of Benefits. If your participation in the Plan starts after the beginning of the Plan Year, your Election form will be binding for the remainder of the Plan Year.
4. Your Election form for the premium benefits will automatically renew (adjusted for any necessary increase or decrease) unless you revoke or change your election during the annual Re-Enrollment period.

#### **Contributions**

1. Each payroll period, your employer reduces your taxable income by the amount(s) you elect on your Election form (your contribution). Your employer will credit the amount to a separate account to pay for each benefit you select. Your employer will then pay the insurer for the Premium Benefits in an amount equal to the amount deducted for that benefit and any required employer contributions.
2. If the reduction amount exceeds the cost of the benefit, you will not receive money back at the end of the Plan Year.
3. An amount credited to an account for one benefit cannot be used to pay for another benefit.

### Termination of Participation

1. Your Election form will terminate as of your last paycheck if you:
  - Terminate employment;
  - Retire;
  - Become permanently and totally disabled; or
  - Transfer to an ineligible employment category.
2. Your deductions under this Plan will automatically stop if the Plan is terminated. If you discontinue your Election form during the re-enrollment period, your contribution will stop as of the first day of the new plan year.
3. If you terminate employment and are rehired within 30 days of your termination, you must continue the same election when you return to work (unless you have another Change in Status or Coverage that would allow a change).

If you are rehired more than 30 days after you terminated, you may make a new election.

### Changes in Elections

1. You may change your Election form only under the following circumstances governed by Section 125 regulations:
  - During an Enrollment period as described in the Schedule of Benefits. The change will be binding for the remainder of the Plan Year or the next Plan Year.
  - If there is a "Change in Status" and your election change complies with the Consistency rule.
  - If there is a qualified "Change in Cost / Coverage" event.
  - You must complete a Change in Status/ Election form within 30 days of the event(s) and your employer must approve the change.

### "Change in Status"

1. **Change in employee's legal marital status**- Including marriage, divorce, death of spouse, legal separation, and annulment.
2. **Change in number of dependents**- Including birth, adoption, placement for adoption, and death. ( Must be a tax dependent)
3. **Change in employment status**- employment status change of the employee, spouse, or tax dependent. Commencement or termination of employment; strike or lockout; return from unpaid leave of absence; change in worksite affecting benefits; employment status change with the consequence that the individual becomes (or ceases to be) eligible under the plan.
4. **Dependent satisfies (or ceases to satisfy) eligibility requirements** - An event that causes a tax dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, gain or loss of student status, marriage or any similar circumstance.
5. **Residence change** - A change in the place of residence of an employee, spouse or tax dependent. The final regulations provide that an election change is permissible where a change in residence affects the eligibility for coverage.

6. **Adoption Assistance**– provides that commencement or termination of adoption proceedings would allow an election change under an adoption assistance program.

#### Consistency Rules

1. **General Consistency rule**- In order to change an election due to a “Change in Status” the election change must be on account of and correspond with a change in status event that affects coverage eligibility of the employee, spouse or dependent under an employer’s plan.
2. **Special Consistency rule for loss of dependent Eligibility**– If the change in status is the employee’s divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent’s ceasing to satisfy the eligibility requirements for coverage, then the employee can cancel accident or health insurance coverage for only the spouse or dependent, as applicable.
3. **Consistency rule for gain of coverage eligibility under another employer Plan**- If an employee, spouse or dependent gains eligibility for coverage under another employer’s cafeteria plan (or qualified benefit) as a result of a change in marital status or a change in employment status, then an employee’s election under the cafeteria plan to cease or decrease coverage for that individual under the cafeteria plan corresponds with that change in status only if coverage for that individual becomes effective or is increased under the other employer’s plan.

#### Change in Cost/Coverage

1. **Significant Cost Increase**– If the cost of a benefit package option significantly increases during a period of coverage, the cafeteria plan may permit employees either to make a corresponding prospective increase in their payments (election), or to revoke their elections and, in lieu thereof, to receive on a prospective basis coverage under another benefit package option providing similar coverage. Dropping coverage altogether is not allowed. (Does not allow a change in election for Medical Reimbursement.)
2. **Significant Curtailment of Coverage**– If the coverage under a plan is significantly curtailed or ceases during a period of coverage and there is a “loss of coverage”, the cafeteria plan may permit affected employees to revoke their elections under the plan. In this case, the employee may make a new election for coverage under another benefit package option providing similar coverage. The employer will advise of allowable curtailment of coverage events that permit a change in election during the plan year. (Does not allow a change in election for Medical Reimbursement.)
3. **Addition or Elimination of Benefit Package Option**– If during a period of coverage a plan adds a new coverage option (or eliminates an existing option) the cafeteria plan may permit affected employees to elect the newly-added option (or to elect another option if an option has been eliminated) prospectively on a pre-tax basis and make a corresponding election change with respect to other benefit options providing similar coverage. Changes will also be permitted if there is a significant improvement in a benefit. If there is a significant improvement in a benefit, participants who elected other benefits options, as well as employees who are not enrolled, may elect the benefit that improved. Employees who previously waived coverage may elect coverage for the first time when a new benefit is offered. (Does not allow a change in election for Medical Reimbursement.)
4. **Change in Coverage of Spouse or Dependent Under Other Employer’s Plan** - A cafeteria plan may permit an employee to make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse’s, former spouse’s or dependent’s employer if; (1) a cafeteria plan or qualified benefits plan of the spouse’s, former spouse’s or dependent’s employer permits participants to make election change that would be permitted under the regulations; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan or qualified benefits of the spouse’s, former

- spouse's, or dependents employer. (Does not allow a change in election for Medical Reimbursement.)
5. **FMLA Leaves**– An employee taking leave under FMLA may “revoke an existing election of group health plan coverage and make such other election for the remaining portion of period of coverage as may be provided for under FMLA.
  6. **HIPAA Special Enrollment Rights**– An employee may change his/her election for group health plan coverage to the extent that the election change corresponds with special enrollment rights under HIPAA.
  7. **COBRA**– An employee may increase his/her pre-tax contributions for coverage under a current employer's plan if a COBRA event (or similar state law continuation coverage event) occurs with respect to the employee, the employee's spouse or dependent. (Does not allow a change in election for Medical Reimbursement.)
  8. **Judgment, Decree or Orders (QMCSO)**- If there is a judgment, decree, or order resulting from divorce, legal separation, annulment or change in legal custody that requires accident or health coverage for an employee's child or dependent foster child, then a cafeteria plan may permit the employee to change his/her election to add or drop coverage consistent with the order. Coverage can be changed only if the other individual actually provides accident or health coverage for the child. (Does not allow a change in election for Medical Reimbursement.)
  9. **Entitlement to Medicare or Medicaid**– Medicare or Medicaid entitlement or loss of entitlement may allow an employee to make an election change under the employer's plan. (Does not allow a change in election for Medical Reimbursement.)  
Legal Rights and Obligations
  10. **FMLA**– An employee may be eligible to take a family or medical leave under the Family and Medical Leave Act of 1993, state law or Employer policy. If you are eligible for a leave and continue coverage under this Plan, your employer will provide information that explains how you may continue participation in the Plan.
  11. **COBRA**– The Consolidated Omnibus Budget Reconciliation Act of 1986 is a federal law that allows an employee or the employee's tax dependent to continue coverage under a group health care plan after a qualifying event occurs. A qualifying event , which would cause you, your spouse or tax dependent child to lose health care coverage under the terms of the applicable group health care plan. Qualifying events may include your death, termination of employment or reduction of hours, divorce or legal separation, your entitlement to Medicare or your tax dependent child's loss of dependent status.  
You should receive information about your COBRA rights from your employer. Health benefits, which you have elected, may be used after a qualifying event, provided you or your spouse or tax dependents make the necessary contributions to continue such coverage. You or your spouse or your tax dependent should contact the employer if a qualifying event occurs.

## Medical Reimbursement Benefits

This plan allows a participant to pay for uninsured Medical Expenses (expenses not covered by insurance or any other group benefits) under The Medical Reimbursement Program on a pre-tax basis. “Medical Expenses” are amounts incurred for the diagnosis, care, mitigation, treatment or prevention of disease, affecting any structure or function of the body. Transportation essential for the provision of medical care is also considered a Medical expense. Cosmetic surgery is not a covered Medical expenses and will not be reimbursed by this plan.

Covered Medical expenses also do not include any premium paid for health coverage under any plan maintained by the employer or any other employer. Eligible Medical expenses incurred by a participant, a participant's spouse or tax dependent are covered as expenses under this Plan. Expenses incurred for the “general well-being” of an individual will not be covered under this plan.

Election Forms: In order to participate you must complete an election form during the enrollment period stating the reduction amount for Medical Reimbursement Benefits for each

Plan year. If you do not use the entire reduction amount during the Plan year, it will be forfeited.

Change of Elections: An election will be binding for the entire Plan year unless the participant has a "Change in Status" as outlined in this Summary.

Coverage Period: 1) Participants incur Medical Expenses when services are provided and not when billed. Only valid expenses incurred during the Plan year will be eligible for payment. Medical expenses incurred during a Plan year must be filed for payment within 90 days after the plan year ends. 2) If a participant terminates employment, their election will also terminate unless they are eligible for and elect COBRA. As a former participant. Claims must be filed within 90 days after the termination date, for dates of service prior to termination, unless COBRA is elected.

Claims submission: Participants in the plan will receive a Debit card and claims form submission of claims to the Contracted Administrator. Please refer to instructions in this kit.

### Legal Rights and Obligations

Claims Denial: If the administrator denies a claim, the participant will have 60 days to file a written request for review by the Administrator. A decision will be made within 60 days following the date of the request for review. Notification of the decision upon review will specify the reason for the decision, or payment of claim. The Administrator has the authority to interpret the Plan and to decide all questions as to eligibility and right for benefits. The Administrator's interpretations and decisions made in good faith are final and conclusive.

ERISA Rights: Plan participants are entitled to certain rights and protections pursuant to the Employee Retirement Income Security Act of 1974 ("ERISA"). The employer and administrator have always sought to operate the Plan fairly and intend to comply fully with ERISA. If you have a question about these rights or about the Plan, how it is run and how it affects you, you should contact the Administrator.

COBRA Rights: The Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") is a Federal Law which applies to most employers (20 or more employees). COBRA allows you or your tax dependents to continue coverage under a group health plan after a "qualifying event" occurs: A qualifying event is an event which would cause you or your tax dependents to lose a health care coverage under the terms of your group health care plan. Qualifying events may include the employee's death, the employee's termination of employment or reduction of hours, divorce or legal separation, an employee's entitlement to Medicare or a dependent child's loss of dependent status. Your employer will provide complete information about your COBRA rights.

## Privacy Practices

### Notice of Privacy Practices of the Section 125 Flexible Benefit Plan Maintained by Knox County Government

This Notice Describes How Medical Information About You May Be Used And Disclosed & How You Can Access This Information. Please Review It Carefully.

This Notice applies to the health benefits provided under the Knox County Government Section 125 Flexible Benefit Plan (the "Plan"). Knox County Government is the Plan Sponsor. The references to "we" and "us" throughout this Notice mean the Plan. The Plan will use and disclose your health information as described in this Notice and must comply with the terms of this Notice.

This Notice of Privacy Practices has been drafted to comply with the "HIPAA Privacy Rule." Any of the terms which are not defined in this Notice have the same meaning as in the HIPAA Privacy Rule.

Please provide this notice to your family members.

### We are Legally Required to Safeguard Your Protected Health Information

We are required by law to:

- Maintain the privacy of your health information, also known as "protected health information" or "PHI,"
- Provide you with this Notice, and
- Comply with this Notice.

### How We May Use and Disclose Your Protected Health Information

The law permits us to use and disclose your PHI for certain purposes without obtaining your written authorization. This Section gives examples of those circumstances.

#### Uses and Disclosures for Treatment, Payment and Health Care Operations

- **Treatment.** We may disclose your protected health information to assist health care providers in connection with their **treatment** or payment activities. For example, we may disclose your protected health information to a health care provider when needed by the provider to render 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 PHI to **provide payment** for the treatment you receive under a Plan. For example, we may use and disclose your PHI to obtain our premiums, to pay and manage your claims, coordinate your benefits and review health care services provided to you. We may use and disclose your PHI 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 PHI as necessary to pre-certify and preauthorize services to you and review the services provided to you. We may also use and disclose your PHI to obtain payment under a contract for reinsurance, including stop-loss insurance. We may further use and disclose your PHI to adjudicate your claims. Also, we may disclose your PHI to **other health care providers or entities** who need your PHI to obtain or provide payment for your treatment.
- **Health Care Operations.** We may use or disclose your PHI for our **health care operations**. For example, we may use your PHI to evaluate the quality of the health care you received from providers in participating networks or preferred providers. We may use or disclose your PHI to conduct audits, for purposes of underwriting and ratemaking, as well as for purposes of risk management. In addition, we may use or disclose your PHI to provide you with customer service activities or develop programs. We may also provide your PHI to our attorneys, accountants and other consultants who assist us in performing our functions and make sure we are complying with the laws that affect us. In addition, we may disclose your PHI 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 PHI to these entities if they have or have had a relationship with you and your PHI 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 Sponsor of the Plans

We may disclose your PHI to Knox County Government the sponsor of the Plan. As the sponsor of the Plan, Knox County Government assigns certain of its personnel to administer the Plan so that the Plan can operate and provide you with your health benefits. Knox County Government will only use and disclose your PHI as necessary to administer the Plan. The law only permits the Plan to disclose your PHI to Knox County Government in its role as the Plan's sponsor, if Knox County Government certifies, among other things, that it will only use and disclose your PHI as permitted by the Plan and restrict access to your PHI to those Knox County Government employees whose job it is to administer the Plan. It will not use PHI for any employment-related actions or decisions.

### Uses and Disclosures of 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. This will occur only after we require the Business Associates to agree in writing 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.

### Uses and Disclosures That Require Us to Give You the Opportunity to Object

Unless you object, we may provide relevant portions of your PHI to a family member, friend or other person 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 PHI (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 PHI without your prior authorization in the following circumstances:

- When Required by Law: We disclose PHI when we are required to do so by federal, state or local law.
- For Public Health Activities: For example, we disclose PHI when we report to a public health authority for purposes such as public health surveillance, public health investigations or suspected child abuse.
- For Reports About Victims of Abuse, Neglect or Domestic Violence: We will disclose your PHI 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 PHI as requested to government agencies that have the authority to audit or investigate our operations.
- For Lawsuits and Disputes: If you are involved in a lawsuit or dispute, we may disclose your PHI 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 PHI requested.
- To Law Enforcement: We may release PHI 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).

- To Coroners, Medical Examiners and Funeral Directors: We may disclose PHI to facilitate the duties of these individuals.
- To Organ Procurement Organizations: We may disclose PHI to facilitate organ donation and transplantation.
- For Medical Research: We may disclose your PHI without your consent to medical researchers who request it for approved medical research projects. However, with limited exception, such disclosures must be cleared through a special approval process before any PHI is disclosed to the researchers who are required to safeguard the PHI they receive.
- To Avert a Serious Threat to Health or Safety: We may disclose your PHI 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.
- For Specialized Government Functions: For example, we may disclose your PHI to authorized federal officials for intelligence and national security activities that are authorized by law so that they may provide protective services to the President or foreign heads of state or conduct special investigations authorized by law.
- To Workers' Compensation or Similar Programs: We may provide your PHI to these programs in order for you to obtain benefits for work-related injuries or illness.

#### **Use and Disclosures Requiring Your Authorization**

Other uses and disclosures of your PHI that are not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you give us written authorization for a use or disclosure of your PHI, you may revoke that authorization, in writing, at any time. If you revoke your authorization, we will no longer use or disclose your PHI for the purposes specified in the written authorization, except that we are unable to take back any disclosures we have already made with your permission. In addition, we can use or disclose your PHI after you have revoked your authorization for actions we have already taken in reliance on your authorization, or if your authorization was obtained as a condition to your obtaining insurance coverage and the law permits us to contest a claim or the policy.

#### **Your Rights Related to Your Protected Health Information**

You have the following rights:

##### **The Right to Appoint Representatives:**

You may appoint a representative authorized to act on your behalf. We will disclose your protected health information only to representatives who have been formally designated by you. You must designate any such representative in writing and such designation will be effective until you revoke the appointment in writing. An Appointment of Authorized Representative and Revocation of Appointment of Authorized Representative form will be made available to you by us.

##### **The Right to See and Copy Your PHI:**

Except for limited circumstances, you may look at and copy your PHI by completing a prescribed form that will be made available to you by us. 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 you request copies of your PHI, we may charge you a reasonable fee to cover the cost. Alternatively, we may provide you with a summary or explanation of your PHI, upon your request as long as you agree to the rules and cost (if any) in advance.

#### **The Right to Correct or Update Your PHI:**

If you believe that the PHI we have is incomplete or incorrect, you may ask us to amend it. You must also tell us why you think the amendment is appropriate. We will not process your request if it is not in writing on a prescribed form that is made available to you by us or does not tell us 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:

- Was not created by us, unless the person who created the information is no longer available to make the amendment;
- Is not part of the PHI we keep about you;
- Is not part of the PHI that you would be allowed to see a copy; or
- 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 PHI.

#### **The Right to Obtain a List of the Disclosures:**

You have the right to get a list of PHI disclosures, which is also referred to as an accounting.

The list will not include disclosures we have made for treatment, payment and health care operations purposes, those made directly to you or under an authorization that you provided or those made to your family and friends. Neither will the list include disclosures we have made for national security purposes or law enforcement personnel or disclosures made before April 14, 2004.

The list we provide will include disclosures made within the last six years (subject to the April 14, 2004 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.

#### **The 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.

#### **The Right to Request Limits on Uses and Disclosures of Your PHI:**

You have the right to ask us to limit how we use and disclose your PHI, as long as you are not asking us to limit uses and disclosures that we are required or authorized to make to the Secretary of the Department of Health and Human Services or the disclosures described in Section III above. Any such request must be submitted in writing to our Privacy Officer, listed below. We are not required by law to agree to your request and currently have made the decision for operational reasons not to agree to restrictions.

**The Right to Get a Paper Copy of This Notice:** Even if you have agreed to receive this Notice by e-mail, you have the right to request a paper copy as well. You may obtain a paper copy of this Notice by contacting the Privacy Officer.

### **Future Changes to our Practices and This Notice**

We reserve the right to change our privacy practices and make any such change applicable to the PHI we obtained about you before the change. If a change in our practices is material, we will revise this Notice to reflect the change. You may obtain a copy of any revised Notice by contacting the Privacy Officer listed below.

### **Complaints**

If you believe your privacy rights have been violated, you may file a complaint with us or the Secretary of the federal 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. Your health plan will not retaliate against you for filing a complaint.

### **Contact Information Privacy Officer**

**Please contact: Chief Risk Officer  
Department of Risk Management  
Knox County Government  
400 Main Street, 6<sup>th</sup> Floor  
Knoxville, TN 37902-2405**

Name of Plan: Knox County Government

Section 125 Flexible Benefit Plan

Plan Sponsor: Knox County Government

Address:  
400 Main Street, Suite 360  
City/County Building

Knoxville, TN 37902

Telephone: 865-215-3209

Employer ID: 62-6007979

Plan #: 501

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Chattanooga, TN 37401