This Fourth Amendment to the Peoria Public School District #150 Group Health Care Plan ("Plan") is made in duplicate at Peoria, Illinois, on the date noted below, by the Board of Education City of Peoria Public School District #150 ("Employer").

WHEREAS, the Plan grants the Employer the right to amend the provisions of the Plan, and

WHEREAS, the Employer desires to make such amendments;

NOW, THEREFORE, the Plan is hereby amended as follows effective November 1, 2019, except where specifically indicated to the contrary:

1. Effective January 1, 2020, the Deductible and Maximums Section of the MEDICAL SCHEDULE OF BENEFITS – PLAN B (effective January 1, 2018) of the Plan is revised to read as follows:

<table>
<thead>
<tr>
<th>Deductible and Maximums</th>
<th>In-Network</th>
<th>Out-of-Network</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$2,800</td>
<td>$5,200</td>
</tr>
<tr>
<td>Family</td>
<td>$5,600</td>
<td>$10,400</td>
</tr>
</tbody>
</table>

All individual Deductible amounts will count toward the family Deductible, but an individual will not have to pay more than the individual Deductible amount. The In-Network Deductible and Out-of-Network Deductible are separate and do not accumulate toward one another.

<table>
<thead>
<tr>
<th>Maximum Out-of-Pocket Amount (calendar year)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual</td>
<td>$5,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>Family</td>
<td>$10,000</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

All individual Maximum Out-of-Pocket amounts will count toward the family Maximum Out-of-Pocket amount, but an individual will not have to pay more than the individual Maximum Out-of-Pocket amount. Copayments do not accumulate to the Maximum Out-of-Pocket amount, except to the extent required by the Affordable Care Act. The In-Network Maximum Out-of-Pocket amount and Out-of-Network Maximum Out-of-Pocket amount are separate and do not accumulate toward one another.

Lifetime Benefit Maximum

Unlimited

(Plan pays a maximum benefit which includes both In-Network and Out-of-Network.)

2. The Compliance with HIPAA Privacy Standards Section of the Plan is hereby revised to read as follows:

**PROTECTED HEALTH INFORMATION**

(1) **Permitted Disclosure of Enrollment/Disenrollment Information.** The Plan may disclose to the Employer information on whether the individual is participating in the Plan, or is enrolled in or has disenrolled.
(2) **Permitted Uses and Disclosure of Summary Health Information.** The Plan may disclose Summary Health Information to the Employer, provided the Employer requests the Summary Health Information for the purpose of (a) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (b) modifying, amending, or terminating the Plan.

"Summary Health Information" means information that (a) summarizes the claims history, claims expenses or type of claims experienced by individuals for whom the Employer had provided health benefits under the Plan; and (b) from which the information described at 42 CFR §164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR §164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit zip code.

(3) **Permitted and Required Uses and Disclosure of Protected Health Information for Plan Administrative Purposes.** Unless otherwise permitted by law, and subject to the conditions of disclosure described in Subsection (4), the Plan (or an Insurer on behalf of the Plan) may disclose PHI to the Employer, provided the Employer uses or discloses such PHI only for Plan administrative purposes. "Plan administration purposes" means administration functions performed by the Employer on behalf of the Plan, such as quality assurance, claims processing, auditing, and monitoring. Plan administration functions do not include functions performed by the Employer in connection with any other benefit or benefit plan of the Employer, and they do not include any employment related functions.

Notwithstanding the provisions of this Plan to the contrary, in no event shall the Employer be permitted to use or disclose PHI in a manner that is inconsistent with 45 CFR §164.504(f).

(4) **Conditions of Disclosure for Plan Administration Purposes.** The Employer agrees that with respect to any PHI (other than Enrollment/Disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it by the Plan (or an Insurer on behalf of the Plan) the Employer shall:

(a) Not use or further disclose the PHI other than as permitted or required by the Plan or as required by law.
(b) Ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to and complies with the same restrictions and conditions that apply to the Employer with respect to PHI.

(c) Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer.

(d) Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware.

(e) Make available PHI to comply with HIPAA’s right to access in accordance with 45 CFR §164.524.

(f) Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR §164.526.

(g) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528.

(h) Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with HIPAA’s privacy requirements.

(i) If feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purpose for which 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 information infeasible.

(j) Ensure that the adequate separation between the Plan and the Employer (i.e., the “firewall”), required in 45 CFR §504(f)(2)(iii), is satisfied.
(5) Adequate Separation Between Plan and the Employer. The Employer shall allow those classes of employees or other persons in the Employer's control designated by the Employer to be given access to PHI. No other persons shall have access to PHI. These specified employees (or classes of employees) shall only have access to and use PHI to the extent necessary to perform the plan administration functions that the Employer performs for the Plan. In the event that any of these specified employees do not comply with the provisions of this Section, that employee shall be subject to disciplinary action by the Employer for non-compliance pursuant to the Employer's employee discipline and termination procedures.

3. The Compliance With HIPAA Electronic Security Standards Section of the Plan is hereby deleted.

4. Notwithstanding anything in the Plan to the contrary, Covered Persons who are participants in the exchange visitor program shall be entitled to the following additional benefits from the Plan:

   (1) Expenses associated with the medical evacuation of the Covered Person to such person's home country, limited to $50,000 per medical event.

   (2) Expenses incurred for the repatriation of the remains of the Covered Person, limited to $25,000 per repatriation.

BOARD OF EDUCATION CITY OF PEORIA PUBLIC SCHOOL DISTRICT #150

By: [Signature]

Its: [Signature] Director of Employee Services

Date: 11-8-19