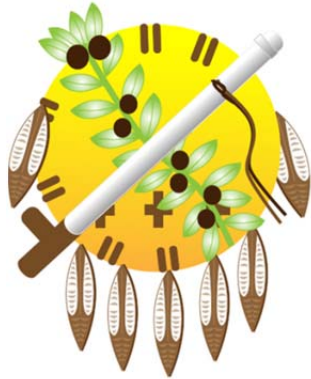


# Notice of Privacy Practices



**OPEH&W**  
**Health Plan**  
[www.opehw.com](http://www.opehw.com)

## Oklahoma Public Employees Health & Welfare Plan

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; the privacy of your medical information is important to the Plan.

This notice supersedes and replaces any prior notices provided by the Health Plan  
**Rev. August 2012**

## The Plan's Legal Duty

The Plan is required by a federal law known as the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to maintain the privacy of your medical information. The Plan is also required to give you this notice about its privacy practices, the Plan's legal duties, and your rights concerning your medical information. The Plan must follow the privacy practices that are described in this notice, while it is in effect. This notice takes effect April 14, 2006, and will remain in effect until the Plan replaces it.

The Plan reserves the right to change its privacy practices and the terms of this notice at any time, provided that such changes are permitted by applicable law. The Plan reserves the right to make the changes in its privacy practices and the new terms of its notice effective for all protected health information that it maintains, including protected health information it created or received before it made the changes. Before the Plan makes a significant change in its privacy practices, the Plan will change this notice and send the new notice to all Health Plan participants at the time of the change.

You may request a copy of this notice at any time. For more information about the Plan's privacy practices, or for additional copies of this notice, please contact the Plan with the information listed at the end of this notice.

This notice applies to the privacy practices of the Oklahoma Public Employees Health & Welfare Plan (the 'Plan').

## Uses and Disclosures of Medical Information

The Plan uses and discloses protected health information about you for treatment, payment and health care operations. For example:

**Treatment:** The Plan may use or disclose your protected health information to a health provider, hospital, or other health care facility to provide treatment to you.

**Payment:** The Plan may use and disclose your medical information to pay claims from physicians, hospitals and other providers for services delivered to you that are covered by the Plan, to determine your eligibility for benefits, to coordinate benefits, to examine medical necessity, to obtain premiums, to issue explanation of benefits to the person who subscribes to the Plan, and the like. The Plan may disclose your medical information to a health care provider or entity subject to the federal Privacy Rules so they can obtain payment or engage in these payment activities.

**Health Care Operations:** The Plan may use and disclose your medical information in connection with our health care operations. Health care operations include:

Rating our risk and determining our premiums for the Plan; Quality assessment and improvement activities; Reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, conducting training programs, accreditation, certification, licensing or credentialing activities; Medical review, legal services, and auditing, including fraud and abuse detection and compliance; Business planning and development; and Business management and general administrative activities, including management activities relating to privacy, customer service, resolution of internal grievances, and creating de-identified medical information or a limited data set.

The Plan may disclose your medical information to another entity which has a relationship with you and is subject to the federal Privacy Rules, for their health care operations relating to quality assessment and improvement activities, reviewing the competence or qualification of health care professionals, or detecting or preventing health care fraud and abuse.

**To You and on Your Authorization:** The Plan must disclose your protected health information to you, as described in the Individual Rights section of this notice. You may give the Plan written authorization to use your protected health information or to disclose it to anyone for any purpose. If you give the Plan an authorization, you may revoke it at any time in writing. Your revocation will not affect any use or disclosures permitted by your authorization while it is in effect. Without your written authorization, the Plan may not use or disclose your

protected health information for any reason unless otherwise permitted or required by law and as described in this notice.

**To Family and Friends:** If you agree or, if you are unavailable to agree, when the situation, such as medical emergency or disaster relief, indicates that disclosure would be in your best interest, the Plan may disclose your protected health information to a family member, friend or other person to the extent necessary to help with your health care or with payment for your health care. Unless you object, the Plan may disclose to a family member, relative, close friend or any other person that you identify, your protected health information that directly relates to that person's involvement in your health care.

**To Plan Sponsors:** The Plan may disclose your protected health information and the protected health information of others enrolled in the Plan to the Plan sponsor to permit the Plan Sponsor to perform Plan administration functions. Please see your plan documents for a full explanation of the limited uses and disclosures of your protected health information that the Plan Sponsor may make in providing Plan administration functions for the Plan.

The Plan may also disclose summary information about the participants in the Plan to the Plan's Sponsor to use to obtain premium bids for the health insurance coverage offered through the Plan or to decide whether to modify, amend or terminate the Plan. The summary information the Plan may disclose summarizes claims history, claims expenses, or types of claims experienced by the participants in the Plan. The summary information will be stripped of demographic information about the participants in the Plan, but the Plan Sponsor may still be able to identify you or other participants in the Plan from the summary information.

**Underwriting:** The Plan may use your protected health information for underwriting, premium rating or other activities relating to the creation, renewal or replacement of a contract of health coverage or health benefits. The Plan will not use or further disclose this protected health information for any other purpose, except as required by law, unless authorized by you, or unless the contract of health coverage or health benefits is placed with the Plan. In that case, the Plan's use and disclosure of your protected health information will only be as described in this notice.

**Marketing and Other Communications:** The Plan may use or disclose protected health information to make face-to-face communications or those that involve promotional gifts of nominal value. The Plan may use or disclose protected health information for newsletters concerning such topics as wellness, value-added products/services or other health-related products. The Plan may use or disclose protected health information to describe a health-related product or service (or payment for such product or service) to you that is provided by, or included in a summary of benefits of the Oklahoma Public Employees Health & Welfare Plan. The Plan may disclose your medical information to a business associate to assist the Plan in these activities. Such communications include entities participating in a health care provider network or health plan network; replacement of, or enhancements to, the Plan; and health-related products or services available to a Plan participants that add value to, but are not part of, a plan for benefits; for case management or care coordination or to direct or recommend alternative treatments, providers or settings of care.

**Research; Death; Organ Donation:** The Plan may use or disclose your protected health information for research purposes in limited circumstances. The Plan may disclose the protected health information of a deceased person to a coroner, medical examiner, funeral director, or organ procurement organization for certain purposes. Further, the Plan may disclose protected health information to organizations that handle organ, eye, or tissue donation and transplantation.

**Public Health and Safety:** The Plan may disclose your protected health information to the extent necessary to avert a serious and imminent threat to your health or safety or the health or safety of others. The Plan may disclose your protected health information to a government agency authorized to oversee the health care system or government programs or its contractors, and to public health authorities for public health purposes. The Plan may disclose your protected health information to appropriate authorities if the Plan reasonably believes that you are a possible victim of abuse, neglect, domestic violence or other crimes.

**Required by Law:** The Plan may use or disclose your protected health information when the Plan is required or permitted to do so by law. For example, the Plan must disclose your protected health information to the US

Department of Health and Human Services upon request to determine whether the Plan is in compliance with federal privacy laws.

**Legal Process and Proceedings:** The Plan may disclose your protected health information in response to a court or administrative order, subpoena, discovery request, or other lawful process, under certain circumstances. Under limited circumstances such as a court order, warrant, or grand jury subpoena, the Plan may disclose your protected health information to law enforcement officials.

**Law Enforcement:** The Plan may disclose limited information to a law enforcement official concerning the protected health information of a suspect, fugitive, material witness, and crime victim or missing person. The Plan may disclose the protected health information of an inmate or other person in lawful custody to a law enforcement official or correctional institution under certain circumstances. The Plan may disclose protected health information where necessary to assist law enforcement officials to capture an individual who has admitted to participation in a crime or has escaped from lawful custody.

**Criminal Activity:** Consistent with applicable laws, the Plan may disclose your protected health information, if the Plan believes that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public. The Plan may also disclose protected health information if it is necessary for law enforcement authorities to identify or apprehend an individual.

**Workers' Compensation:** Your protected health information may be disclosed by the Plan as authorized by workers' compensation laws and other similar legally-established programs.

**Military and National Security:** The Plan may disclose to Military authorities the protected health information of Armed Forces personnel under certain circumstances. The Plan may disclose to authorized federal officials protected health information required for lawful intelligence, counterintelligence, and other national security activities.

## Your Individual Rights

Following is a statement of your rights with respect to your protected health information and a brief description of how you may exercise these rights.

**Access:** You have the right to inspect and copy your protected health information. This means that you may inspect and obtain a copy of protected health information about you that is contained in a designated record set for as long as the Plan maintains the protected health information. A 'designated record set' contains medical and other information that the Plan uses for making decisions about you. You may request copies in a format other than photocopies. The Plan will use the format you request unless it is not practical to do so. You must make a request in writing to obtain access. Under federal and state law, however, you may not inspect or copy the following records: psychotherapy notes, information compiled in reasonable anticipation of, or use in, a civil, criminal or administrative action or proceeding; and other limited exceptions including, protected health information that is subject to law that prohibits access to protected health information. Depending on the circumstances, a decision to deny access may be reviewed. In some circumstances, a decision may be reviewed. Please contact the Plan if you have questions about access to your medical record.

**Disclosure Accounting:** You have the right to receive a list of instances in which the Plan or its business associates disclosed your protected health information for purposes other than treatment, payment, health care operations, as authorized by you and certain other activities, since April 14, 2003. The Plan must act on each disclosure accounting within 60 days, provided that the Plan may extend the time 30 days if the Plan notifies you with written reasons for the delay within the 60 day period. The Plan will provide you the date the disclosure was made, the name of the person or entity to which it was disclosed, a description of the protected health information the Plan disclosed and the reason for disclosure. If you request this list more than once in a 12 month period, a reasonable, cost-based fee for these additional requests will be charged.

**Restriction Requests:** You have the right to request that the Plan place additional restrictions on the Plan's use or disclosure of your protected health information. The Plan is not required to agree to these additional restrictions, but if it does, the Plan will abide by its agreement, (except in an emergency). Any agreement the

Plan may make to a request for additional restrictions must be in writing, signed by a person authorized to make such an agreement on our behalf. The Plan will not be bound unless the agreement is in writing. You must specify in writing the type of information to be included in the restriction. You may request in writing that a restriction be terminated. The Plan may terminate a restriction without your agreement, with respect to protected health information created or received after you have been informed in writing.

**Confidential Communication:** You have the right to request that the Plan communicate with you about your protected health information by alternative means or to an alternative location. You must inform the Plan that confidential communication by alternative means or to an alternative location is required to avoid endangering you. You must make your request in writing, and you must state that the information could endanger you if it is not communicated in confidence by the alternative means or to the alternative location you want. The Plan must accommodate your request if it is reasonable, specifies the alternative means or location, and continues to permit the Plan to collect premiums and pay claims under the Plan, including the issuance of explanation of benefits to the Plan participant or others covered by the Plan may contain sufficient information to reveal that you obtained health care for which the Plan paid, even though you requested that the Plan communicate with you about that health care in confidence.

**Amendment:** You have the right to request that the Plan amend your protected health information. Your request must be in writing, and it must explain why the information should be amended. The Plan will act on your request no later than 60 days after receipt of the request, or the Plan may extend the time 30 days if the Plan notifies you with written reasons for the delay within the 60 day period. The Plan may deny your request if the Plan did not create the information you want amended or for certain other reasons such as not being part of the designated record set, or that the information is accurate and complete. If the Plan denies your request, the Plan will provide you a written explanation. You may respond with a statement of disagreement to be appended to the information you wanted amended. If the Plan accepts your request to amend the information, the Plan will make reasonable efforts to inform others of the amendment, including people you name, and to include the changes in any future disclosures of that information.

**Electronic Notice:** If you receive this notice on the Plan's web site or by electronic mail (e-mail), you are entitled to receive this notice in written form. Please contact the Plan using the information listed at the end of this notice to obtain the notice in written form.

## Questions and Complaints

If you want more information about the Plan's privacy practices or have questions or concerns, please contact the Plan using the information listed at the end of this notice.

If you are concerned that the Plan may have violated your privacy rights, or you disagree with a decision the Plan makes about access to your medical information or in response to a request you made to amend or restrict the use or disclosure of your medical information or to have the Plan communicate with you by alternative means or at alternative locations, you may complain to the Plan using the contact information listed at the end of this notice. You also may submit a written complaint to the Secretary of the US Department of Health and Human Services, Hubert H. Humphrey Building, 200 Independence Avenue S.W., Washington DC 20201.

The Plan supports your right to protect the privacy of your medical information. The Plan will not retaliate in any way if you choose to file a complaint with the Plan or with the US Department of Health and Human Services.

## Contact Office

OPEH&W Health Plan

Attention: Privacy Officer

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