



**BlueCross BlueShield
of Oklahoma**

A Member of the Blue Cross and Blue Shield Association,
an Association of Independent Blue Cross and Blue Shield Plans.

Notice of Privacy Practices

Blue Cross and Blue Shield of Oklahoma and its affiliates

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 US.

Our Legal Duty

We are required by applicable federal and state laws to maintain the privacy of your medical information. We are also required to give you this notice about our privacy practices, our legal duties, and your rights concerning your medical information. We must follow the privacy practices that are described in this notice while it is in effect. This notice takes effect April 14, 2003, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this notice at any time, provided that such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our notice effective for all protected health information that we maintain, including protected health information we created or received before we made the changes. Before we make a significant change in our privacy practices, we will change this notice and send the new notice to our health plan subscribers at the time of the change.

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

Organizations Covered by this Notice

This notice applies to the privacy practices of Blue Cross and Blue Shield of Oklahoma, BlueLincs HMO, and the Oklahoma Caring Foundation, Inc. These

organizations participate as affiliated covered entities, and as such, we may share your medical information and the medical information of others we serve with each other as needed for payment activities or health care operations.

Uses and Disclosures of Medical Information

We use and disclose protected health information about you for treatment, payment and health care operations. For example:

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

Payment: We 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 your health plan, to determine your eligibility for benefits, to coordinate benefits, to examine medical necessity, to obtain premiums, to issue explanations of benefits to the person who subscribes to the health plan in which you participate, and the like. We 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: We 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 your health 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.

We 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 qualifications of health care professionals, or detecting or preventing health care fraud and abuse.

To You and on Your Authorization: We must disclose your protected health information to you, as described in the Individual Rights section of this notice, below. You may give us written authorization to use your protected health information or to disclose it to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it is in effect. Without your written authorization, we 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. Your authorization is required to conform to any state law requirements that are more stringent as defined under applicable law. For example, Oklahoma law requires written notice in bold type in an authorization regarding communicable or venereal disease before that type of information is released.

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, we 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, we may disclose to a family member, relative, close friend or any other person you identify, your protected health information that directly relates to that person's involvement in your health care.

To Plan Sponsors: We may disclose your protected health information and the protected health information of others enrolled in your group health plan to the plan sponsor to permit it 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 your group health plan.

We may also disclose summary information about the enrollees in your group health plan to the plan sponsor to use to obtain premium bids for the health insurance coverage offered through your group health plan or to decide whether to modify, amend or terminate your group health plan. The summary information we may disclose summarizes claims history, claims expenses, or types of claims experienced by the enrollees in your group health plan. The summary information will be stripped

of demographic information about the enrollees in the group health plan, but the plan sponsor may still be able to identify you or other enrollees in your group health plan from the summary information.

Underwriting: We 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 insurance or health benefits. We 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 insurance or health benefits is placed with us. In that case, our use and disclosure of your protected health information will only be as described in this notice.

Marketing and Other Communications: We may use or disclose protected health information to make face-to-face marketing communications or those that involve promotional gifts of nominal value. We may use or disclose protected health information for newsletters concerning such topics as wellness, value-added products/services or other health-related products. We 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 plan of benefits of Blue Cross and Blue Shield of Oklahoma. We may disclose your medical information to a business associate to assist us in these activities. Such communications include entities participating in a health care provider network or health plan network; replacement of, or enhancements to, a health plan; and health-related products or services available to a health plan enrollee that add value to, but are not a 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: We may use or disclose your protected health information for research purposes in limited circumstances. We 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, we may disclose protected health information to organizations that handle organ, eye or tissue donation and transplantation.

Public Health and Safety: We 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. We 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. We may disclose your protected health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, domestic violence or other crimes.

Required by Law: We may use or disclose your protected health information when we are required or permitted to do so by law. For example, we must disclose your protected health information to the U.S. Department of Health and Human Services upon request to determine whether we are in compliance with federal privacy laws.

Legal Process and Proceedings: We 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, we may disclose your protected health information to law enforcement officials.

Law Enforcement: We may disclose limited information to a law enforcement official concerning the protected health information of a suspect, fugitive, material witness, crime victim or missing person. We 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. We 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 federal and state laws, we may disclose your protected health information, if we believe 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. We 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 us as authorized by workers' compensation laws and other similar legally-established programs.

Military and National Security: We may disclose to Military authorities the protected health information of Armed Forces personnel under certain circumstances.

We may disclose to authorized federal officials protected health information required for lawful intelligence, counterintelligence, and other national security activities.

Fundraising: We may use your demographic information and the dates of your health care to contact you for our fundraising purposes. We may disclose this information to a business associate or foundation to assist us in our fundraising activities. We will provide you with any fundraising materials and a description of how you may opt out of receiving future fundraising communications.

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 we maintain the protected health information. A “designated record set” contains medical and other information that we use for making decisions about you. You may request copies in a format other than photocopies. We 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 reviewable. In some circumstances, you may have a right to have this decision reviewed. Please contact us if you have questions about access to your medical record.

Disclosure Accounting: You have the right to receive a list of instances in which we or our 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. We must act on each disclosure accounting within 60 days, provided that we may extend the time 30 days if we notify you with written reasons for the delay within the 60-day period. We will provide you the date the disclosure was made, the name of the person or entity to whom it was

disclosed, a description of the protected health information we 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 we place additional restrictions on our use or disclosure of your protected health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement, (except in an emergency). Any agreement we 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. We will not be bound unless our agreement is in writing. You must specify in writing the type of information to be included in the restriction, and to whom it applies. You will be informed in writing of our decision to accept or deny a restriction. You may request in writing that a restriction be terminated. We 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 we communicate with you about your protected health information by alternative means or to an alternative location. You must inform us 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. We must accommodate your request if it is reasonable, specifies the alternative means or location, and continues to permit us to collect premiums and pay claims under your health plan, including the issuance of explanations of benefits to the subscriber of the health plan which you participate. An explanation of benefits issued to the subscriber for health care that you received for which you did not request confidential communications or about the subscriber or others covered by the health plan in which you participate may contain sufficient information to reveal that you obtained health care for which we paid, even though you requested that we communicate with you about that health care in confidence.

Amendment: You have the right to request that we amend your protected health information. Your request must be in writing, and it must explain why the information should be amended. We will act on your request no later than 60 days after receipt of the request, or we may extend the time 30 days if we notify you with

written reasons for the delay within the 60-day period. We may deny your request if we did not create the information you want amended or for certain other reasons such as not being a part of the designated record set, or that the information is accurate and complete. If we deny your request, we will provide you a written explanation. You may respond with a statement of disagreement to be appended to the information you wanted amended. If we accept your request to amend the information, we 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 our Web site or by electronic mail (e-mail), you are entitled to receive this notice in written form. Please contact us using the information listed at the end of this notice to obtain this notice in written form.

Questions and Complaints

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

If you are concerned that we may have violated your privacy rights, or you disagree with a decision we make 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 us communicate with you by alternative means or at alternative locations, you may complain to us using the contact information listed at the end of this notice. You also may submit a written complaint to the U.S. Department of Health and Human Services. We will provide you with the address to file your complaint with the U.S. Department of Health and Human Services upon request.

We support your right to protect the privacy of your medical information. We will not retaliate in any way if you choose to file a complaint with us or with the U.S. Department of Health and Human Services.

CONTACT OFFICE:

Blue Cross and Blue Shield of Oklahoma
Customer Service/Privacy Department
PO Box 3283
Tulsa, Oklahoma 74102-3283
(866) 398-2200

www.bcbsok.com

*For purposes of this notice only, "Blue Cross and Blue Shield of Oklahoma and its Affiliates" refers to Blue Cross and Blue Shield of Oklahoma and its affiliate companies, BlueLincs HMO, and the Oklahoma Caring Foundation, Inc.

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