

NOTICE OF PRIVACY PRACTICES OF CERTAIN GROUP HEALTH PLANS SPONSORED BY THE STATE OF NEBRASKA

**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.**

Each Group Health Plan in which you participate is required by federal law to maintain the privacy of your personal health information.

Your personal health information includes your individually identifiable medical, insurance, demographic and medical payment information. For example, it includes information about your diagnosis, medications, insurance status and policy number, medical claims history, address, and social security number. Each Plan is also required to give you a Notice which describes its privacy practices, its legal duties and your rights concerning such information. This Notice is the joint Notice for certain group health plans sponsored by **the State of Nebraska**, collectively referred to in this Notice as (“the Plan”).

USES AND DISCLOSURES OF YOUR INFORMATION

The Plan is permitted or required to use or disclose your health information without your authorization (permission) to carry out certain services and activities. Many of those services or activities are performed through contracts with outside persons or organizations, such as auditing, actuarial services, administrative services, legal services, etc. It may be necessary for the Plan to provide certain of your health information to these outside persons or organizations who assist the Plan with these functions or activities. The Plan requires these persons and entities to appropriately safeguard the privacy of your information.

The following are the types of uses and disclosures the Plan may make of your health information without your permission. Where State or federal law restricts one of the described uses or disclosures, the Plan follows the requirements of such State or federal law. These are general descriptions only. They do not cover every example of disclosure within a category.

Treatment. The Plan will make disclosures of your health information as necessary for your treatment. For instance, a doctor or health facility involved in your care may request certain of your health information that the Plan maintains in order to make decisions about your care. The Plan will disclose your personal health information to your physician and other practitioners, providers and health care facilities for their use in treating you.

Payment. The Plan will use and disclose your health information as necessary for payment purposes. For example, the Plan may use and disclose your health information to pay claims from doctors, hospitals and other providers for services delivered to you that are covered by your health plan, to determine your eligibility for benefits, to determine whether services are medically necessary or to pre-authorize or certify services as covered under your plan of benefits. The Plan may also disclose personal health information about you to other health care providers and health plans for their payment purposes. For example, if you have other health coverage, the Plan may disclose your health information to other health care

programs or insurance carriers in order to coordinate payment of benefits. The Group Health Plans jointly following this Notice will share your health information for purposes of payment.

Health Care Operations. The Plan may use and disclose your health information for the Plan's health care operations, which may include conducting or arranging for medical review, legal services, and fraud and abuse detection programs; business planning and development such as cost management; and business management and general administrative activities. The Plan may also disclose your health information to another covered entity for purposes of that entity's health care operations. The Plan may also use and disclose your health information for underwriting purposes, except that the Plan may not use or disclose health information that is genetic information for this purpose.

Plan Sponsor. The Plan may disclose your health information to the Plan Sponsor to permit the Plan Sponsor to perform plan administration functions on behalf of the Plan. The Plan may disclose "Summary Health Information" to the Plan Sponsor for obtaining bids or for the purpose of amending or terminating the Plan. "Summary Health Information" includes claim history, claim expenses and types of claims by individuals without including any personally identifying information. The Plan may also disclose to the Plan Sponsor information on whether you are participating in the Plan. If the Plan discloses any other health information to the Plan Sponsor without your authorization, the Plan documents will restrict how the information is used and prevent it from being used to make employment decisions about you. The Plan documents restrict the uses and disclosures that the Plan Sponsor may make of your health information, and require the Plan Sponsor to certify that the information provided will be maintained in a confidential manner and not used for employment-related decisions or for other employee benefit determinations without your authorization or in any other manner not permitted by law or the Plan documents.

Information Received Prior to Enrollment. The Plan may receive from you and your health care providers health information prior to your enrollment in the Plan. The Plan will not use or further disclose this health information for any purpose, except as required by law, unless you enroll in the Plan. After enrollment, uses and disclosures are governed by the terms of the Notice then in effect.

Business Associates. The Plan will disclose your health information to the Plan's business associates and allow them to create, use and disclose your health information to perform their services for the Plan. For example, the Plan may disclose your health information to an insurance consultant who assists the Plan in reinsurance coverage.

Family, Friends and Others. The Plan may disclose health information to a family member, your personal representative or another person identified by you who is your personal representative or another person identified by you who is involved in your care or payment for your care to facilitate that person's involvement in caring for you or paying for your care. If you are present, the Plan will give you the opportunity to object before it makes such disclosures. If you are unavailable, incapacitated or are in an emergency situation, the Plan may disclose limited information to these persons if the Plan determines disclosure is in your best interest.

Required by Law. The Plan will disclose health information about you when required to do so by federal or state law, including disclosures to the U.S. Department of Health and Human Services upon request for purposes of determining the Plan's compliance with federal law.

Public Health Activities. The Plan may disclose health information about you for public health activities. These activities may include disclosures:

- to a public health authority authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury or disability;
- to appropriate authorities authorized to receive reports of child abuse and neglect;
- to FDA-regulated entities for purposes of monitoring or reporting the quality, safety or effectiveness of FDA-regulated products;

- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and
- with parent or guardian permission, to send proof of required immunization to a school.

Abuse, Neglect or Domestic Violence. The Plan may notify the appropriate government authority if the Plan believes you been the victim of abuse, neglect or domestic violence. Unless such disclosure is required by law (for example, to report a particular type of injury), the Plan will only make this disclosure if you agree or, if unable to obtain your agreement, under other limited circumstances when authorized by law.

Health Oversight Activities. The Plan may disclose health information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections and licensure. These activities are necessary for the government to monitor the health care system, government programs and compliance with civil rights laws.

Judicial and Administrative Proceedings. If you are involved in a lawsuit or a dispute, the Plan may disclose health information about you in response to a court or administrative order. The Plan may also disclose health information about you in response to a subpoena, discovery request or other lawful process by someone else involved in the dispute, but only if reasonable efforts have been made to notify you of the request or to obtain an order from the court protecting the information requested.

Law Enforcement. The Plan may release certain health information if asked to do so by a law enforcement official:

- as required by law, including reporting certain wounds and physical injuries;
- in response to a court order, subpoena, warrant, summons or similar process;
- to identify or locate a suspect, fugitive, material witness or missing person;
- if you are the victim of a crime if the Plan obtains your agreement or, under certain limited circumstances, if the Plan is unable to obtain your agreement;
- to alert authorities of a death the Plan believes may be the result of criminal conduct;
- information the Plan believes is evidence of criminal conduct occurring on our premises; and
- in emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

The Plan must comply with federal and state laws in making such disclosures.

Deceased Individuals: The Plan is required to apply safeguards to protect your health information for 50 years following your death. Following your death the Plan may disclose health information to a coroner, medical examiner or funeral director as necessary for them to carry out their duties and to a personal representative (for example, the executor of your estate). The Plan may also release your health information to a family member or other person who acted as personal representative or was involved in your care or payment for care before your death, if relevant to such person's involvement, unless you have expressed a contrary preference.

Disaster Relief: The Plan may use or disclose your name, location and general condition or death to a public or private organization authorized by law or by its charter to carry out their duties as allowed by law.

Organ, Eye or Tissue Donation: The Plan may release health information to organ, eye or tissue procurement, transplantation or banking organizations or entities as necessary to facilitate organ, eye or tissue donation and transplantation.

Research: The Plan may use or disclose your health information for research, subject to certain safeguards.

Threats to Health or Safety: Under certain circumstances, the Plan may use or disclose your health information to avert a serious threat to health and safety if the Plan, in good faith, believes the use or disclosure is necessary to prevent or lessen the threat and is to a person reasonably able to prevent or lessen the threat (including the target) or is necessary for law enforcement authorities to identify or apprehend an individual involved in a crime.

Specialized Government Functions: The Plan may use and disclose your health information for national security and intelligence activities authorized by law or for protective services of the President. If you are a military member, the Plan may disclose to military authorities under certain circumstances. If you are an inmate of a correctional institution or under the custody of a law enforcement official, the Plan may disclose to the institution, its agents or the law enforcement official your health information necessary for your health and the health and safety of other individuals.

Workers' Compensation: The Plan may release health information about you as authorized by law for workers' compensation or similar programs that provide benefits for work-related injuries or illness.

Incidental Uses and Disclosures: There are certain incidental uses or disclosures of your information that occur while the Plan is providing service to you or conducting business. The Plan will make reasonable efforts to limit these incidental uses and disclosures.

USES AND DISCLOSURES REQUIRING YOUR AUTHORIZATION

There are uses and disclosures we will make only with your written authorization.

Uses and Disclosures Not Described Above. We will obtain your authorization for any use or disclosure of your medical information that is not described in the preceding examples.

Marketing. We will not use or disclose your medical information for marketing purposes without your authorization. Moreover, if we will receive any financial remuneration from a third party in connection with marketing, we will tell you that in the authorization form.

Sale of medical information. We will not sell your medical information to third parties without your authorization. Any such authorization will state that we will receive remuneration in the transaction, if applicable.

If you authorize the Plan to use and disclose your information, you may revoke that authorization at any time. Such revocation will not affect any action the Plan has taken prior to the revocation in reliance on your authorization.

INDIVIDUAL RIGHTS

Request for Restrictions. You have the right to request a restriction or limitation on the health information the Plan uses or discloses about you for treatment, payment or health care operations or to persons involved in your care. The Plan is not required to agree to your request and you will be notified if the Plan is unable to agree to your request.

The Plan retains the right to terminate any agreed to restriction upon notification to you of such termination. The termination will only be effective for health information received after providing notice to you.

Access to Health Information. You may inspect and copy the health information the Plan maintains about you, with some exceptions. If the Plan maintains the health information electronically in one or more designated record sets and you ask for an electronic copy, the Plan will provide the information to you in the form and format you request, if it is readily producible. If the Plan cannot readily produce the record in the form and format you request, the Plan will produce it in another readable electronic form the Plan and you both agree to. The Plan may charge a cost-based fee for producing copies or, if you request one, a summary. If you direct the Plan to transmit your health information to another person, the Plan will do so, provided your signed, written direction clearly designates the recipient and location for delivery.

Amendment. You may request that the Plan amend certain health information that the Plan keeps in your records. The Plan is not required to make all requested amendments, but will give each request careful consideration. If the Plan denies your request, you will be provided a written explanation of the reasons and your rights.

Accounting. You have the right to receive an accounting of certain disclosures of your health information made by the Plan and its business associates for the six years prior to your request. Your right to an accounting does not include disclosures for treatment, payment and health care operations and certain other types of disclosures.

Confidential Communications. You may request that the Plan communicates with you about your health information in a certain way or at a certain location. The Plan is required to accommodate reasonable requests if you inform the Plan that disclosure of all or part of your information could place you in danger, specify the alternative means or location and continue to permit the Plan to collect premiums and pay claims under your health plan, including issuance of explanations of benefits to the subscriber of the Plan in which you participate.

Notification in the Case of Breach. The Plan is required by law to notify you of a breach of your unsecured health information. The Plan will provide such notification to you without unreasonable delay but in no case later than 60 days after the Plan discovers the breach.

How to Exercise These Rights. All requests to exercise these rights must be in writing. The Plan will respond to your request on a timely basis. To exercise the individual rights described in this Notice, or to file a complaint, contact the Plan's Privacy Officer listed at the end of this Notice. You may also contact the privacy office at the third party administrator for the respective group health plans covered by this joint Notice. A list of each group health plan, the contracted third party administrator and the contact information for exercising any of the above rights can be obtained by contacting the Privacy Officer listed below.

ABOUT THIS NOTICE

The Plan is required to follow the terms of the Notice currently in effect. The Plan reserves the right to change the terms of this Notice and to make the new notice provisions effective for all health information that the Plan maintains. If the Plan makes a material change to its privacy practices, it will revise its Notice and provide you with a copy of the revised Notice.

If you receive this Notice by electronic mail (e-mail), you are entitled to receive this Notice in written form. Please contact the Privacy Officer at the address listed below to obtain a written copy of this Notice.

COMPLAINTS

If you have concerns about any of the Plan's privacy practices or believe that your privacy rights have been violated, you may file a complaint with the Plan's Privacy Officer using the contact information at the end of this Notice. You may also submit a written complaint to the U.S. Department of Health and Human Services. There will be no retaliation for filing a complaint.

CONTACT INFORMATION

Terri Wilson, Privacy Officer
State of Nebraska Wellness & Benefits
PO Box 94952
Lincoln NE 68509-4952
(402) 471-4443

EFFECTIVE DATE OF NOTICE: July 1, 2013