



## NOTICE OF PRIVACY PRACTICES

**THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice tells you about the ways in which Community Health Group (referred to as "we" or "the Plan") may collect, use and disclose your protected health information and your rights concerning your protected health information. "Protected health information" is information about you, including demographic information, that can reasonably be used to identify you and that relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

We are required by federal and state law to protect your protected health information, and to provide you with this Notice about your rights and our legal duties and privacy practices with respect to your protected health information. We must follow the terms of this Notice while it is in effect. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards. These provisions will remain effective even if your coverage is terminated, to the extent we retain information about you.

We also have to notify you if the security and privacy of your information has been breached.

### HOW WE MAY USE AND DISCLOSE YOUR PROTECTED HEALTH INFORMATION

We may use and disclose your protected health information for different purposes. The types of data containing protected health information (PHI) that we normally maintain are enrollment, claims adjudication, premium payments, case or medical management data, or any other group of records maintained by Community Health Group used in whole or in part to make decisions about a member's eligibility and/or benefits. The examples below are provided to illustrate the types of uses and disclosures we may make without your authorization for payment, health care operations and treatment.

*Payment.* We use and disclose your protected health information in order to pay for your covered health expenses. For example, we may use your protected health information to process claims or be reimbursed by another insurer that may be responsible for payment.

*Health Care Operations.* We use and disclose your protected health information in order to perform our plan activities, such as quality assessment and measurement activities or administrative activities, including data management or customer service. In some cases, we may use or disclose the information for underwriting or determining premiums; however, we may not



use or disclose protected health information that is genetic information for underwriting purposes.

*Treatment.* We may use and disclose your protected health information to assist your health care providers (doctors, pharmacies, hospitals and others) in your diagnosis and treatment. For example, we may disclose your protected health information to providers to provide information about alternative treatments.

*Plan Sponsor.* If you are enrolled through a group health plan, we may provide summaries of claims and expenses for enrollees in a group health plan to the plan sponsor, which is usually the employer.

*Enrolled Dependents and Family Members.* We may mail explanation of benefits forms and other mailings containing protected health information to the address we have on record for the subscriber of the health plan.

## **OTHER PERMITTED OR REQUIRED DISCLOSURES**

**As Required by Law.** We must disclose protected health information about you when required to do so by law.

**Public Health Activities.** We may disclose protected health information to public health agencies for reasons such as preventing or controlling disease, injury or disability.

**Victims of Abuse, Neglect or Domestic Violence.** We may disclose protected health information to government agencies about abuse, neglect or domestic violence.

**Health Oversight Activities.** We may disclose protected health information to government oversight agencies (e.g., state insurance departments) for activities authorized by law.

**Judicial and Administrative Proceedings.** We may disclose protected health information in response to a court or administrative order. We may also disclose protected health information about you in certain cases in response to a subpoena, discovery request or other lawful process.

**Law Enforcement.** We may disclose protected health information under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.

**Coroners, Funeral Directors, Organ Donation.** We may release protected health information to coroners or funeral directors as necessary to allow them to carry out their duties. We may also disclose protected health information in connection with organ or tissue donation.

**Research.** Under certain circumstances, we may disclose protected health information about you for research purposes, provided certain measures have been taken to protect your privacy.



To Avert a Serious Threat to Health or Safety. We may disclose protected health information about you, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.

Special Government Functions. We may disclose information as required by military authorities or to authorized federal officials for national security and intelligence activities.

Workers' Compensation. We may disclose protected health information to the extent necessary to comply with state law for workers' compensation programs.

## **OTHER USES OR DISCLOSURES WITH AN AUTHORIZATION**

Other uses or disclosures of your protected health information that are not described in this notice will be made only with your written authorization, unless otherwise permitted or required by law. You may revoke an authorization at any time in writing, except to the extent that we have already taken action on the information disclosed or if we are permitted by law to use the information to contest a claim or coverage under the Plan. Disclosures for which your authorization is needed include, but are not limited to, the following:

Marketing. Protected health information will not be used for marketing without your written authorization, unless the product or service is discussed face to face with you, or given as a promotional gift of nominal value.

Sale of Protected Health Information. Disclosures that would be a sale of protected health information require your written authorization.

## **YOUR RIGHTS REGARDING YOUR PROTECTED HEALTH INFORMATION**

You have certain rights regarding protected health information that the Plan maintains about you.

**\*\*\*\*\* IMPORTANT \*\*\*\*\***

**COMMUNITY HEALTH GROUP DOES NOT HAVE COMPLETE COPIES OF YOUR MEDICAL RECORDS. IF YOU WANT TO LOOK AT, GET A COPY OF, CHANGE, OR MAKE ANOTHER REQUEST REGARDING YOUR MEDICAL RECORDS, PLEASE CONTACT YOUR DOCTOR OR CLINIC.**

Right To Access Your Protected Health Information. You have the right to review or obtain copies of your protected health information records, with some limited exceptions. Usually the records include enrollment, billing, claims payment and case or medical management records.



Your request to review and/or obtain a copy of your protected health information records must be made in writing. We may charge a fee for the costs of producing, copying and mailing your requested information, but we will tell you the cost in advance.

**Right To Amend Your Protected Health Information.** If you feel that protected health information maintained by the Plan is incorrect or incomplete, you may request that we amend the information. Your request must be made in writing and must include the reason you are seeking a change. We may deny your request if, for example, you ask us to amend information that was not created by the Plan, as is often the case for health information in our records, or you ask to amend a record that is already accurate and complete. If we deny your request to amend, we will notify you in writing. You then have the right to submit to us a written statement of disagreement with our decision and we have the right to rebut that statement.

**Right to an Accounting of Disclosures by the Plan.** You have the right to request an accounting of disclosures we have made of your protected health information. The list will not include our disclosures related to your treatment, our payment or health care operations, or disclosures made to you or with your authorization. The list may also exclude certain other disclosures, such as for national security purposes.

Your request for an accounting of disclosures must be made in writing and must state a time period for which you want an accounting. This time period may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper or electronically). The first accounting that you request within a 12-month period will be free. For additional lists within the same time period, we may charge for providing the accounting, but we will tell you the cost in advance.

**Right To Request Restrictions on the Use and Disclosure of Your Protected Health Information.** You have the right to request that we restrict or limit how we use or disclose your protected health information for treatment, payment or health care operations. We may not agree to your request. If we do agree, we will comply with your request unless the information is needed for an emergency. Your request for a restriction must be made in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit how we use or disclose your information, or both; and (3) to whom you want the restrictions to apply.

**Right To Receive Confidential Communications.** You have the right to request that we use a certain method to communicate with you about the Plan or that we send Plan information to a certain location if the communication could endanger you. Your request to receive confidential communications must be made in writing. Your request must clearly state that all or part of the communication from us could endanger you. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

**Right to a Paper Copy of This Notice.** You have a right at any time to request a paper copy of this Notice, even if you had previously agreed to receive an electronic copy.

**Contact Information for Exercising Your Rights.** You may exercise any of the rights described above by contacting our privacy office. See the end of this Notice for the contact information.



## HEALTH INFORMATION SECURITY

It is Community Health Group's policy that all its personnel and agents must preserve the confidentiality of health, medical, and other sensitive information pertaining to Community Health Group members and employees in accordance with applicable laws, accreditation standards, and professional ethics. Community Health Group requires its employees to follow Community Health Group's confidentiality policies and procedures that limit access to health information about members to those employees who need it to perform their job responsibilities. In addition, Community Health Group maintains physical, administrative and technical security measures to safeguard your protected health information, whether in oral, written, or electronic form.

## CHANGES TO THIS NOTICE

We reserve the right to change the terms of this Notice at any time, effective for protected health information that we already have about you as well as any information that we receive in the future. We will provide you with a copy of the new Notice whenever we make a material change to the privacy practices described in this Notice. Any time we make a material change to this Notice, we will promptly revise and issue the new Notice with the new effective date. We will also post it on our website.

## COMPLAINTS

If you believe Community Health Group has violated your privacy rights set out in this notice, you may file a complaint with Community Health Group or the Secretary of Health and Human Services. For more information on filing a complaint with Community Health Group, please refer to the section of the Member Guide that addresses member grievances.

## Contact information

If you have questions about this notice, or wish to file a complaint, call or write:

Community Health Group  
ATTN: Compliance Officer  
2420 Fenton Street, Suite 100  
Chula Vista, CA 91914  
Phone: (619) 498-6490  
Fax: (619) 422-5930



**The U.S. Department of Health and Human Services**

To file a complaint with the Secretary of Health and Human Services, call or write:

The U.S. Department of Health and Human Services  
200 Independence Avenue, S.W.  
Washington, D.C. 20201  
Toll Free: 1-877-696-6775

We support your right to protect the privacy of your protected health information. We will not retaliate against you or penalize you for filing a complaint.



*"It's the Community That Counts"*

## **Community Health Group Internet Privacy Policy**

### **Commitment To Your Privacy**

At Community Health Group ("CHG"), your privacy on the Internet is of the utmost importance to us. We want to make your experience online satisfying and safe. Because we gather certain types of information about our visitors/ users, we feel you should fully understand the terms and conditions surrounding the capture and use of your information. This privacy policy explains what information CHG gathers and uses and how it protects such information. By using this web site, you consent to the collection and use of information as discussed below.

### **Information CHG Gathers And How It Is Used**

CHG gathers three types of information about users:

1. Information that users provide through optional, voluntary submissions. Examples include on-line forms, applications or e-mails that are submitted in order to learn more about our product lines, health education classes, or employment. As a visitor, you do not have to give us personally-identifiable information to visit our web site. However, if you choose to provide us with such information through an e-mail message, form, application, survey, etc., we will only maintain the information as long as needed to respond to your question or to fill the stated purpose of the communication. Please note, however, that if you choose to send personal information, it is done at your own risk. If you send CHG incomplete information, CHG will make an effort to process your request. However, CHG is not responsible for obtaining the missing information, and your request may not be processed. CHG may use the information you voluntarily submit to enhance your experience on its web site. CHG will use such information to develop interactive or personalized elements or future web site content based on the interests of our visitors.

A completed form or application does not create or constitute any contractual relationship between you and CHG, its directors, officers, employees, agents, representatives, or contracted providers, to which any privilege may attach.

2. Information CHG obtains through aggregated tracking. This is derived by tallying the pages the users visited throughout our web site. This helps us continue to build a better service for you by allowing us to tailor our content to our users' needs. Examples may include the following:
  - The name of the domain you use to access the Internet (for example, aol.com, if you are using an America Online™ account).
  - IP (internet protocol) address.
  - The date and time of your visit.
  - The pages you visited.
  - The address of the web site you were accessing immediately prior to visiting CHG's web site.

The data CHG collects is not linked to any personal information that can identify you or any other visitor to our web site. CHG does not disclose, sell, trade, rent, transfer or share individual personal information about its users with third parties unless required by law, regulation, in compliance with a valid legal process (i.e., subpoena, court order), or by the individual who has submitted the information. In the event that we are legally compelled to disclose your information to a third party, we will notify you unless doing so would violate the law or court order.



3. Information that users who are CHG members, or representatives of CHG members, provide to us in connection with their optional, voluntary submission of a member grievance via the CHG web site (referred to as an "online grievance"). Members do not have to give us personally-identifiable information to visit our web site. However, to submit an online grievance, it is necessary for the member to provide certain personally-identifiable information in order to submit the grievance. If a member chooses to provide us with such information through CHG's online grievance system, the information is safeguarded against improper disclosure in accordance with our privacy policies and procedures. We will maintain the information for at least five (5) years from the time the member's grievance is resolved, in accordance with applicable laws and regulations. Please note that if a member chooses to send personal information, it is done at his or her own risk. If a member sends CHG incomplete information related to the grievance, CHG will make an effort to process the grievance, but may need to contact the member for additional information in order to resolve the grievance. Members should make sure any address or phone number changes are reported promptly to CHG. CHG may use the information a member submits voluntarily to enhance members' experiences on its web site. CHG may use such information to develop interactive or personalized elements or future web site content based on the interests expressed by members.

### **Children**

CHG does not currently collect any individually identifiable information from children under the age of thirteen (13). CHG will comply with the Federal Children's Online Privacy Protection Act of 1998 ("COPPA"), if CHG decides to collect any individually identifiable information from children under the age of thirteen (13).

### **Cookies**

We may place a text file called a "cookie" in the browser files of your computer in order to track traffic patterns on CHG's web site. The information obtained by the cookie allows CHG to target user's needs through advertising and content on its web site. The cookie itself does not contain personal information, unless you supply it yourself. A cookie cannot read data off your hard disk or read cookie files created by other sites. You do not need to have cookies turned on to use this site. You can refuse cookies by turning them off in your browser. Most browsers give you instructions on how to reset your browser to reject cookies by clicking on the "Help" section of the toolbar. The only drawback is that you may be limited in some areas of our web site.

### **E-Mail**

CHG does not send unsolicited e-mail messages to users. E-mail messages sent to users are strictly limited to e-newsletter subscriptions, responses to questions or for other purposes in which the user has specifically requested the message.

### **CHG'S Internal Security & Privacy Practices**

CHG strives to operate a secure data network protected by industry standard firewall and password protection systems. Our security and privacy policies are periodically reviewed and enhanced as necessary. Only a limited number of CHG employees have access to the information provided by our web site users. Our programs help us to monitor, identify and prevent the unauthorized access, use, and/or vandalism of our web site and network computer systems. CHG reserves the right to deny access to any part of its web site. Please note that CHG uses encryption technology to help protect the privacy of your information. Despite CHG's security measures, you should be aware that unauthorized third parties may attempt to intercept or access the information contained on our web site.



### **Disclosures To Enroll In Health Education Classes**

If a user requests CHG to enroll them in a health education class, CHG will disclose such user's information to the clinics and/or providers who will conduct the requested health education class. We ask that the clinics and/or providers refrain from disclosing users' information for purposes other than enrolling the user in its health education class.

### **links To Other Web Sites**

CHG's web site provides links to other web sites for the convenience of its visitors. CHG does not manage or control other web sites, or their content contained therein. As such, CHG privacy policy only applies to this web site. When accessing other web sites, CHG strongly encourages visitors to read those sites' respective privacy policies.

### **Your Consent**

By using this web site, you consent to the collection and use of the information described herein by this privacy policy. If we decide to change our privacy policy, we will post those changes on this page so that you may become aware of the information we collect, how it is used, and under what circumstances it is disclosed.

### **Contact Information**

We welcome your comments and questions about privacy. Please feel free to contact us at the following address.

Community Health Group  
Attn: Compliance Department  
2420 Fenton Street, Suite 100  
Chula Vista, CA 91914