

## **Website User Agreement: Terms of Use and Privacy Practices**

Please read this carefully

When you visit and use the information on Health Plan of San Mateo (HPSM) website, you are required to accept this agreement called Website Terms of Use and Privacy Practices (Agreement). HPSM may change this Agreement at any time, and it will become effective immediately after posting changes to the Agreement on the website. When you accept this Agreement, you understand that you are responsible for reviewing this Agreement periodically to stay informed of changes. You agree to accept changes to this Agreement when you continue to access and use the website's information. **If you do not want to accept this Agreement, do not visit or use this website.**

### **HPSM Disclaimer**

This disclaimer governs your use of our website. By using this website you accept this disclaimer in full. When you use this website, you agree that HPSM is not responsible for notifying you of changes to the website's Terms of Use and Privacy Practices. Information on our website may be changed, or updated, without notice. **If you disagree with this, do not use the HPSM website.**

HPSM continually updates the information on its website in order to keep it current and accurate as possible. However, it is possible that some information may be inaccurate or have errors. HPSM does not guarantee that the information on this website is accurate.

Links to other healthcare websites are only for your convenience in obtaining related information. Links or referral to other websites does not imply HPSM's endorsement of their contents. HPSM does not control the contents of these websites and cannot guarantee the accuracy or completeness of information.

### **Limitations of HPSM Liability**

Under no circumstances, including negligence, shall HPSM be liable for any direct, indirect, incidental, special, consequential, or punitive damages that result from the use of HPSM material. You recognize and agree that HPSM is not liable for any defamatory, offensive or illegal conduct of any user.

You agree that the use of this website and its contents, or any part of it, is at your own risk.

You agree that HPSM and its officers, directors, employees, agents, and suppliers are not responsible to you under any theory of liability, or indemnity, in connection with your use of this website.

The services, software, and/or any information accessed through this website are provided “as is” without warranty, express or implied

**If you are dissatisfied with any of the HPSM material, or with any of the terms of use and conditions of this Agreement, your only solution is to discontinue using this website.**

### **Not a Substitute for Professional Health Care or Advice**

The information provided in this website is presented only for the purpose of educating our members on our health coverage programs and medically related topics. It is not a substitute for a visit, call, consultation, or the advice of your doctor or other qualified health care provider. The information is not intended to be used for medical diagnosis or treatment. It should not be considered as complete or relied on as a course of treatment. For specific health care needs, or for complete health care information, please see a doctor or other health care provider. If you think you may have a medical emergency, call your doctor or 911 immediately.

### **Email Communication**

HPSM welcomes your comments and questions. Phone numbers, mailing addresses, and email addresses are provided on this website for you to contact us. However, you should be aware that most email systems are not protected from third parties who may be able to access your email without your permission. To help protect the privacy of your health information, email messages and forms that you send to us **directly from our website** are delivered through a secure link to HPSM.

### **Privacy Policy**

We understand that health information about you is personal. We are committed to protecting your health information. This privacy policy contains a summary of HPSM's privacy practices and your rights relating to health information. This notice only covers HPSM's privacy practices. Your doctor may have different policies or notices regarding his or her use and disclosure of your health information created in the doctor's office.

We are required by law to:

- Make sure that health information that identifies you is kept private;
- Give you this notice of our legal duties and privacy practices about your health information; and
- Follow the terms of the notice that is currently in effect.

### **How May HPSM Use or Share my Health Information?**

The following are ways in which we may use your health information. The types of uses and disclosures of information listed below are allowed by state and federal law. Use refers to how we use information within HPSM. Disclosure means sharing information with someone outside HPSM. Following is a description of each type of use or disclosure and some examples.

The list below does not include every possible allowable use and disclosure, and it is not intended to limit uses and disclosures that are permitted by law. However, all of the ways we are allowed to use and disclose your health information will fall within one or another of the following purposes:

**For Payment.** We use your health information to pay bills for the health services you receive as an HPSM Member.

For Example: We may need to get information from your doctor about a treatment that the doctor is considering for you. We will review the information to make a decision about whether or not to approve payment for the treatment. Decisions are based on medical need. We may need to let the doctor know if the treatment is a covered benefit for you.

**For Health Care Operations.** We may use and disclose health information about you to carry out HPSM's operations. This is done in a confidential manner. These uses and disclosures are necessary to run the health plan and perform many of the services that you receive.

For Example: We may use health information about you in our review of the doctors who provide your care. We check their performance to make sure you are receiving quality care

We may also use health information about you to compare the quality of our services to that of other health plans. This will help us check if there are ways we can improve the quality of care you receive.

**For Treatment.** We may use your health information in managing your care. We may share your health information with a provider for use in treating you. For Example: We may review your health information, including medications that you are taking, to make sure that none of the treatments you receive will conflict.

**Health-Related Benefits and Services.** We may use and share health information to tell you about HPSM's health benefits or services that may be of interest to you through HPSM's Health Education Programs.

**To Contractors.** We may disclose your health information to our contractors who assist us in our operations. Our contractors agree in writing to keep the health information provided to them confidential and secure, and not to use it except to assist us.

For example, we contract with a company known as a "Pharmacy Benefit Manager". This company processes claims for pharmacy services. We provide information that we have that is needed to pay the pharmacy claims for our Members. The Pharmacy Benefit Manager agrees to keep this information confidential.

**To Health Insurance Program Sponsors.** Employers and other organizations sponsor health insurance programs. These employers or sponsors contract with HPSM to provide services to you and pay claims. We may notify the plan sponsor if you are enrolled in, or disenrolled from the plan. We may also disclose your health information so the plan sponsor can audit HPSM's performance. The sponsor agrees to keep your health information confidential and secure.

**To Family Members or Individuals Involved in Your Care or Payment for Your Care.** We may release health information about you to a person who is responsible for paying for your health care, as necessary to enable that person to make payment. We may also disclose health information to family members and others who are involved in your health care.

If you have questions about this information please contact a Health Plan of San Mateo Member Services Representative at **800-750-4776** or **650-616-0050**.