



## **Website Terms of Use and Privacy Policy**

By using this website you agree that you understand, accept and agree to these Terms of Use and Privacy Policies.

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### **Tandem Care's Website Privacy Policies**

Tandem Care respects the privacy of the individuals who visit our website, respond to our electronic communications and send us email. This Privacy Statement outlines what information Tandem Care will collect and how it will be used.

Tandem Care will not collect any personally identifiable information about you (name, address, telephone number, email address) unless you provide it voluntarily. In some cases Tandem Care may require that you provide such information, such as when requesting information about membership, products, or services. When you do provide us with personally identifiable information, we may use it in the following ways, unless stated otherwise:

- We may store and process the information to better understand and respond to member and prospective member interests, needs and preferences and to determine how we can improve services.
- We may use the information to contact you with new announcements and information we believe may be of interest to you.

### **Changes to These Terms and Policies**

Tandem Care reserves the right to update or change these terms of use and the privacy policy at any time. Such changes will be posted without notice on this Web page.

### **Contact Information**

Contact Tandem Care with any questions or concerns about this statement at 6503-624-5696 or email [info@tandemcare.com](mailto:info@tandemcare.com).



## TANDEM CARE MEMBER PRIVACY NOTICE

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.**

### Your Rights

When it comes to your health information, you have certain rights. This section explains your rights and some of our responsibilities to help you.

#### **Receive a copy of health and claims records**

You can ask to see or receive a copy of health information we have about you. We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

#### **Ask us to correct your records**

You can ask us to correct your records if you think they are incorrect or incomplete. We may say “no” to your request, but we’ll tell you why in writing within 60 days.

#### **Request confidential communications**

You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address. We will comply with all reasonable requests, and must use the method you request if you tell us you would be in danger if we do not.

#### **Ask us to limit what we share**

You can ask us not to share certain health information, and we will comply with your request if possible; however, limiting what we can share with your health plan or your health care providers may prevent us from responding to your requests for services and paying you rewards. If it is not possible, for us to comply with your request to limit what we share, we will notify you of the reasons in writing within 30 days of your request.

#### **Get a list of those with whom we’ve shared information**

You can ask for a list (accounting) of the times we’ve shared your health information for six years prior to the date you ask, who we shared it with, and why. We will list all the disclosures except for disclosures required to conduct our operations and any disclosures you asked us to make. We’ll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

### **Get a copy of this privacy notice**

You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly.

### **Choose someone to act for you**

If you have given someone medical power of attorney or if someone is your legal guardian, that person can exercise your rights and make choices about your health information.

### **File a complaint if you feel your rights are violated**

- If you feel we have violated your rights, you may complain by contacting us using the information on page 1.
- You can file a complaint with the U.S. Department of Health and Human Services Office for Civil Rights by sending a letter to 200 Independence Avenue, S.W., Washington, D.C. 20201, calling 1-877-696-6775, or visiting [www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/).
- We will not retaliate against you for filing a complaint.

## **Our Uses and Disclosures**

We typically use or share your health information in the following ways.

### **Help you with medical appointments**

We can share your information with medical professionals you designate.

*Example: We send a copy of your doctor's order to a health care facility designated by you to provide your care.*

### **Administer services for you and your health plan**

We can use and disclose your information to your health plan when necessary.

*Example: We may notify your health plan of the date and type of health services you are having in order to confirm that your health plan has paid any claims for the services.*

### **Utilization reporting**

We will not disclose your private health information to your employer; however, we may disclose certain statistical information to your employer.

*Example: Your company contracts with us to provide a service, and we provide your company with certain statistics showing the number and type of calls received, the medical savings achieved, and reward payments made.*

### **Comply with the law**

We will share information about you if state or federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with federal privacy law.

### **Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

## **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will not use your information for marketing purposes without your written consent.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this notice and give you a copy of it.
- We will not use or share your information other than as described here unless you tell us we can in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

## **Changes to the Terms of this Notice**

We can change the terms of this notice, and the changes will apply to all information we have about you. The new notice will be available upon request, on our web site, and we will mail a copy to you.

## **Tandem Contact Information**

If you have any questions or concerns about your rights, our uses and disclosures, or our responsibilities, please submit your request to:

Tandem Compliance Office  
P.O. Box 1718  
Manchester, NH 03105

## **Effective Date**

This notice was last reviewed and updated on November 1, 2014.