



## Community First Privacy Policy and Terms of Use

By using Community First Health Plans' (Community First) website(s) and/or mobile application(s) (collectively, the "Sites"), you agree to the Privacy Policy, as well as the Terms & Conditions of Use contained therein (collectively referred to as the "Terms of Use"). By accessing and using the Sites, you accept, without limitation or qualification, these Terms of Use. Community First may modify these Terms of Use by revising them on the Sites. Your continued use of the Sites constitutes your acceptance of any such revisions. You should therefore periodically visit this page to review the current Terms of Use. You may not modify these Terms of Use except in a written agreement signed by Community First. The Terms of Use do not address personal information that you provide to us in other contexts (e.g., through a business relationship not handled through the Sites, such as membership in a Community First Health Plans.) If you are a member of Community First, please read Community First's applicable [Notice of Privacy Practices](#) as described below.

If you do not agree and accept, without limitation or qualification, these Terms of Use, you must exit the Sites immediately.

### What Personal Information Do We Collect?

When you visit Community First's Sites, no personal information—such as your name, date of birth or telephone number—is collected, unless you provide us with that information voluntarily, such as when you complete an online form to learn more about Community First's Health Plans or other products and services. When you provide personal information to Community First, you are responsible for the quality and accuracy of that information. If you choose not to complete a form or provide certain personal information through the Sites, you may not be able to use certain features of the Sites.

### How Do We Use Your Personal Information?

If you choose to provide us with personal information by completing a form on the Sites, emailing us, or calling the phone number for agents listed on the Sites, we will use that personal information to (i) respond to your question or request, (ii) communicate with you about our health care plans via email, and (iii) send information to you. If you are not a member of Community First Health Plans and you have questions about how we use your personal information, you may contact us at [Privacy@cfhp.com](mailto:Privacy@cfhp.com).

## **Do We Disclose Any Personal Information to Outside Parties?**

Unless you expressly give us permission in writing to do so, Community First will not sell, rent, license, or trade your personal information other than as specified in this Privacy Policy.

### Disclosures to Third Parties Assisting In Our Operations.

Community First may share your personal information under confidentiality agreements with other companies that work with, or on behalf of, Community First to provide products and services. These companies may use your personal information to assist Community First in its operations. However, these companies do not have any independent right to share this information.

### Business Transfers.

We may share your personal information with other business entities in connection with the sale, assignment, merger or other transfer of all or a portion of Community First's business to such business entity. We will require any such successor business entity to honor the terms of the Privacy Policy.

## **Secure Website Services**

Certain online services are available to Community First members via our Secure Website Services, such as CommunityFirstHealthPlans.com, and Secure Mobile Applications (collectively, "Secure Services"). When using such Secure Services, you may disclose personal information to Community First. Community First may collect your personal information for the following:

- The Secure Services require a password to log in before accessing information, thus you may need to provide certain personal information so that Community First may verify your identity;
- To use and share your personal information to provide you with your healthcare benefits or other products and services; and
- To respond to requests via email or any type of communication provided via the Secure Services.

Community First complies with the applicable requirements under the Health Insurance Portability and Accountability Act ("HIPAA"). Users of Community First's Secure Services should read Community First's applicable Notice of Privacy Practices, which explains in more detail how we use and disclose your protected health information ("PHI"). The Notice of Privacy Practices includes information about how to request access to your PHI, how to

request an amendment to your PHI, and how to file a privacy complaint. Please refer to the [Notice of Privacy Practices](#) for more information.

Community First also complies, as applicable, with other federal and state laws and regulations governing confidentiality and security of your information. Any uses or disclosures of your information will be made in compliance with applicable federal and state law restrictions.

Users of Community First's Secure Services understand that the confidentiality of personal information is protected by federal and state law. By using Community First's Secure Services, you represent to Community First that you are either (i) the individual to whom this account pertains, or (ii) legally authorized under applicable law to receive health care information regarding, and to make healthcare decisions for, the individual to whom this account pertains (for example, as the parent, legal guardian or legal custodian of such individual).

### **Community First Marketplace Plans**

Community First offers Marketplace plans. If you wish to enroll in a Community First Marketplace plan you must complete an enrollment application and provide certain personally identifiable information ("PII"). Your responses on the application will only be used to determine eligibility for health coverage or help paying for coverage. If you do not provide the PII requested in the enrollment application, you will not be enrolled in a Community First Marketplace plan.

As part of the application process, the Marketplace may need to retrieve your information from the Internal Revenue Service (IRS), Social Security, the Department of Homeland Security (DHS), and/or a consumer reporting agency. The Marketplace needs this information to check your eligibility for coverage and help paying for coverage if you want it and to give you the best service possible. The Marketplace may also check your information at a later time to make sure your information is up to date. The Marketplace will notify you if the Marketplace finds something has changed. The Marketplace will keep your information private as required by law.

### **Enhanced Direct Enrollment (EDE)**

Community First participates as an EDE entity by way of an agreement with the Centers for Medicare and Medicaid Services (CMS), which allows Community First and its authorized EDE partner to submit consumer application information collected directly from consumers to the Federally-facilitated Marketplaces for an eligibility determination, without requiring consumers to submit Marketplace application information through HealthCare.gov. If you choose to apply for coverage through Community First's EDE

partner using its website, your activity will also be governed by their security and privacy policies. You may request that we limit the collection, creation, disclosure, access, maintenance, storage and use of your PII submitted through our EDE partner for the sole purpose of our assisting you in applying for health insurance or obtaining an eligibility determination, facilitating payment for your first premium, assisting you in updating or canceling your enrollment in a health insurance plan, and for performing other authorized functions specified in our agreements with CMS. You may request such a limitation by sending an email to [Privacy@cfhp.com](mailto:Privacy@cfhp.com).

### **Internet Protocol Addresses**

You should also be aware that when you visit our Sites, Community First may collect certain information that does not identify you personally, but provides us with "usage data," such as the number of visitors we receive or what pages are visited most often. This data helps us to analyze and improve the usefulness of the information we provide on these websites.

### **Cookies and Web Beacons**

Like most commercial website owners, we may also use what is known as "cookie" technology. A "cookie" is an element of data that a website can send to your browser when you link to that website. It is not a computer program and has no ability to read data residing on your computer or instruct it to perform any step or function. By assigning a unique data element to each visitor, the website is able to recognize repeat users, track usage patterns and better serve you when you return to that site. The cookie does not extract other information about you, such as your name or address. Most browsers provide a simple procedure that will enable you to control whether you want to receive cookies by notifying you when a website is about to deposit a cookie file.

On some pages of the Sites there may also be use of action tags, sometimes referred to as web beacons or 1x1 pixel graphics interchange format ("GIF") images. Such tags are used to monitor and assess the effectiveness of promotions and marketing. These tags work in combination with cookies, but do not collect or contain any personal information. Community First may use pixels or other online tracking technologies to collect personal information about visitors on certain Sites. This information may include demographic or technical information, and/or web browser data, such as your IP address and browsing behavior. We may also use your information in order to provide information or advertising to those visitors about certain Community First services, benefits plans, and/or provider networks.

### **Links on the Sites**

The Sites may contain links to other websites. Please be aware that Community First is not responsible for the privacy practices of such other websites. When you connect to a website that is linked to our Sites, we encourage you to read the privacy statements of that website. This Privacy Policy applies solely to information collected by the Sites.

### **Response to “Do Not Track” Signals**

Some Internet browsers include the ability to transmit “Do Not Track” signals. Since uniform standards for “Do Not Track” signals have not yet been adopted, Community First does not process or respond to “Do Not Track” signals.

### **Children's Privacy Protection**

#### Under Age 18

Minors under 18 years of age who are not members of a Community First Health Plans may have the personal information that they have provided to Community First through the Sites deleted by sending an email to [Privacy@cfhp.com](mailto:Privacy@cfhp.com) requesting deletion. Please note that, while we make reasonable efforts to comply with such requests, deletion of your personal information does not ensure complete and comprehensive removal of that data from all systems.

### **Data Retention**

Community First retains personal information of visitors to the Sites to the extent required by applicable law, government contracts and in accordance with its data retention and destruction policy. We securely destroy such personal information when applicable retention periods have expired.

### **Changes to This Privacy Policy**

This Privacy Policy may be revised from time to time as we add new features and services, as laws change, and as industry privacy and security best practices evolve. We display an effective date on the policy in the bottom left corner of this Privacy Policy, following the Terms & Conditions of Use, so that it will be easier for you to know when there has been a change. If we make any change to this Privacy Policy regarding use or disclosure of personal information, we will provide advance notice on the Sites. Small changes or changes that do not significantly affect individual privacy interests may be made at any time and without prior notice.

### **Online Security**

Community First uses reasonable and appropriate security measures to safeguard the information that has been collected from you via the public Sites or Secure Services.

Among the measures that Community First has implemented for its websites and mobile applications are administrative, physical and technical safeguards. However, you should know that no website operator, including Community First, can fully eliminate security risks associated with personal information. While Community First has endeavored to create secure and reliable Sites for users, the confidentiality of any communication or material transmitted to/from the Sites or via e-mail cannot be guaranteed.

## **Questions About This Privacy Policy**

If you have any questions inquiries or issues regarding this Privacy Policy, please contact us at the following:

Email: [Privacy@cfhp.com](mailto:Privacy@cfhp.com)

Mail: Community First Health Plans, Inc.

Attn: Privacy Officer

12238 Silicon Drive, Suite 100

San Antonio, Texas 78249

## **TERMS & CONDITIONS OF USE**

### **Permitted Use of the Sites**

The information and materials on the Sites are provided for general informational purposes. You may use the Sites solely for the purposes of learning about (i) Community First's Health Plans or (ii) other Community First products or services. You may not use, reproduce or distribute the text, graphics, downloads, tools or any other content on the Sites for any other purpose.

### **Notice: Electronic Communications**

By visiting the Sites or sending emails to Community First, you consent to receive communications from us electronically. We will communicate with you by email or by posting notices on the Sites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Community First, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses,

damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the Sites using your Internet account.

### **Disclaimer - Warranty**

THE SITES, THE CONTENT, MATERIALS AND PRODUCTS ON THE SITES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMMUNITY FIRST HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Community First does not represent or warrant that the functions contained in the Sites will be uninterrupted or error-free, that the defects will be corrected, or that the Sites or the server that makes the Sites available are free of viruses or other harmful components. Community First does not make any warranties or representations regarding the use of the materials in the Sites in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise.

The information presented on our websites is not intended to constitute an offer to sell or a solicitation in connection with any service. If you are interested in any of Community First's services, please contact us for a complete description of the product and its availability.

### **Ownership, License and Restrictions on Use of Materials**

The Sites are owned and operated by Community First. All material contained in our sites is protected by law. All copyright, service mark and other proprietary notices must be kept intact.

### **Limitations of Liability**

Community First shall not be liable for any damages arising from the use of, or inability to use, the Sites. Your sole remedy is to discontinue use of the Sites. If you have any questions, please reach out to [Community First Privacy](#).

### **Third-Party Links**

Community First may link to third-party sites for your convenience. We do not control or endorse these sites and are not responsible for their content or any damages resulting from your use of them. If you have any questions, please reach out to [Community First Privacy](#).

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

The information contained in the Sites is general in nature and is intended for educational purposes only. It is not a substitute for the advice of health care professionals. If you have specific health care needs, or for complete health information, please see a doctor or other health care provider or call 911 in the case of an emergency.

## **Assignment**

Community First may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

## **General Provisions**

These Terms, along with our Privacy Policy, constitute the entire agreement between you and Community First regarding the use of the Sites. If any part is found invalid, it does not affect the validity of the remaining terms.

## **Social Media Terms and Conditions**

Community First does not endorse third-party content on social media. Users may not post unlawful, defamatory, or infringing content, and Community First reserves the right to remove inappropriate posts. By posting, you grant us a nonexclusive, royalty-free license to use the content. Do not post personal health information. Community First is not responsible for the accuracy or legality of user-posted content. If you have any questions, please reach out to [Community First Privacy](#).

**Community First does not give medical advice via its social media sites. If you are seeking medical advice, please contact a doctor's office or call 911 in case of an emergency.**