

# CONCERN: Employee Assistance Program

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## Introduction to CONCERN: Employee Assistance Program “Combined Evidence of Coverage and Disclosure Form” (EOC)

The purpose of the EOC is to provide you with a summary of the contract between Salesforce.com and CONCERN and the services offered to its employees. Some of the highlights are:

### **ELIGIBILITY:**

If you are a benefits-eligible employee of Salesforce, you and your benefits-eligible dependents are automatically eligible for Services. No enrollment is necessary.

### **EMPLOYEE SERVICES:**

**Short-term counseling**, up to six (6) sessions per problem per year, for problems with:

- Relationships (families, couples, parent/child)
- Emotional issues (stress, depression, anxiety, grief, loss, death)

**Short-term counseling**, up to ten (10) sessions per problem per year, for problems with:

- Substance abuse issues (alcohol, drugs)

**Work/Life Services** - Information and Referrals for:

- Parenting & Childcare Resources (daycare, schools, adoption, prenatal)
- Eldercare Resources (housing alternatives, services)
- Legal Consultations (up to 30 minutes with an attorney)
- Financial Services (budgets, credit, home-buying)

### **LANGUAGE ASSISTANCE PROGRAM for California Members:**

You can request an interpreter at no cost to speak with CONCERN or a counselor. To request an interpreter or ask about written information in your language, first call CONCERN at 800-344-4222. Someone who speaks your language can help you. If you need more help, call the HMO Help Center at 888-466-2219.

*Puede solicitar un intérprete sin cargo para hablar con CONCERN o un asesor. Para solicitar un intérprete o información escrita en su idioma, primero llame a CONCERN al 800-344-4222. Una persona que hable su idioma puede ayudarlo. Si necesita más ayuda, llame al Centro de Ayuda de HMO al 888-466-2219*

*Makakahiling kayo ng isang tagasalin ng wika upang makipag-usap sa CONCERN: EAP o isang tagapayo. Upang humiling ng isang tagasalin ng wika o magtanong tungkol sa nakasulat na impormasyon sa inyong wika, tumawag muna sa CONCERN sa 800-344-4222. Ang isang nagsasalita ng inyong wika ay makakatulong sa inyo. Kung kailangan ninyo ng karagdagang tulong, tawagan ang HMO Help Center sa 888-466-2219*

*在與 CONCERN (EAP 或者一位輔導員) 聯絡時，您可以請求免費提供口譯人員。如需請求提供口譯人員或以您的語言提供書面資料，請首先致電 CONCERN，電話號碼是 800-344-4222。將有一位會講您語言的工作人員幫助您。如果您需要更多幫助，請致電 HMO 協助服務中心，電話號碼是 888-466-2219。*

The following Combined Evidence of Coverage and Disclosure Form gives you the details you need to know about specific services, their limits and exclusions, procedures to obtain benefits, appeals and other aspects of your organization's contract with CONCERN.

# CONCERN: Employee Assistance Program

## COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM (EOC)

COMBINED EVIDENCE OF COVERAGE  
AND DISCLOSURE FORM

FOR

Salesforce.com

CONCERN: Employee Assistance Program  
1503 Grant Road, Suite 120  
Mountain View, CA 94040  
(800) 344-4222

**THIS COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM CONSTITUTES ONLY A SUMMARY OF THE TERMS, CONDITIONS, AND BENEFITS OF COVERAGE OFFERED. THE AGREEMENT FOR EMPLOYEE ASSISTANCE SERVICES CONTRACT MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF COVERAGE. FOR FURTHER INFORMATION ABOUT THE BENEFITS THAT YOU ARE ENTITLED TO RECEIVE, PLEASE CONTACT EITHER CONCERN: EMPLOYEE ASSISTANCE PROGRAM AT (800) 344-4222 OR YOUR EMPLOYER TO OBTAIN A COPY OF YOUR GROUP CONTRACT.**

**YOU HAVE THE RIGHT TO REVIEW THIS DOCUMENT PRIOR TO RECEIVING COVERED SERVICES. THIS DOCUMENT SHOULD BE READ COMPLETELY AND CAREFULLY AND INDIVIDUALS WITH SPECIAL NEEDS SHOULD READ CAREFULLY THOSE SECTIONS THAT APPLY TO THEM.**

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## **INTRODUCTION TO THE PLAN**

CONCERN: Employee Assistance Program (“The Plan”) is a prepaid employee assistance plan. The Plan provides assistance to businesses and public organizations in the design, implementation, and maintenance of employee assistance programs for the personnel (and their spouses, children and domestic partners) of such businesses and public organizations. The Plan has a panel of Plan Providers from whom to select. All of the services performed by Plan Providers are covered at no cost to you as a Member. In addition, The Plan has made the process of providing assistance to deal with personal problems convenient by eliminating cumbersome claims forms.

### 1. **DEFINITIONS**

This document uses the following defined terms:

- (a) **"COVERED SERVICES"** means the services to which you are entitled.
- (b) **"CRISIS"** means a situation wherein a reasonable person determines there is an immediate need to assess for the possibility of a Medical Emergency Condition, Psychiatric Medical Emergency Condition, or to request services from The Plan relating to an Urgent situation.
- (c) **"CRISIS INTERVENTION"** means the process of responding to a request for immediate services in order to determine whether or not a Medical Emergency Condition, Psychiatric Medical Emergency Condition, or Urgent situation exists and to otherwise assess the needs for short term counseling, referrals to community resources, and/or referrals to Medical Emergency Care.
- (d) **"EAP ASSESSMENT"** means the process of determining, based upon information provided by a Member, the need for either:
  - (i) short term counseling,
  - (ii) referral(s) to community resources,
  - (iii) referral to Medical Emergency Care services or treatment.
- (e) **"ELIGIBLE DEPENDENT"** means the Subscriber’s spouse or domestic partner, Subscriber’s biological child, Subscriber’s adopted child, or domestic partner’s biological or adopted child. (Coverage for adopted children of a Subscriber begins on the date on which the adoptive child’s birth parent or other appropriate legal authority signs a written document, including, but not limited to, a health facility minor release report, a medical authorization form, or a relinquishment form, granting the Subscriber, or the Subscriber’s spouse, the right to control the health care for the adoptive child, or absent a written document, on the date there exists evidence of the Subscriber’s or Subscriber’s spouse’s right to control the health care of the child placed for adoption.) The Plan shall not deny enrollment of a Subscriber’s child on any of the following grounds: (1) the child was born out of wedlock; (2) the child is not claimed as an exemption on the

Subscriber's federal income tax return; or (3) the child does not reside with the Subscriber or within The Plan's service area. Dependent unmarried children may continue as eligible dependents through age 26. Dependent unmarried children who are incapable of self-sustaining employment by reason of mental retardation or physical handicap, and who are dependent upon the Subscriber for support and maintenance, are eligible for continuing membership in this Plan.

(f) **“GROUP” or “THE GROUP”** means the entity that has entered into the Agreement for Employee Assistance Services, which requires the employer to pay the entire Premium due in order for Members to receive Covered Services.

(g) **“MEDICAL EMERGENCY CARE”** means medical screening, examination, and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if a Medical Emergency Condition or active birthing labor exists and, if it does, the care, treatment, and surgery by a physician necessary to relieve or eliminate the Medical Emergency Condition, within the capability of the facility. This definition also includes additional screening, examination, and evaluation by a physician, or other personnel to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if a psychiatric Medical Emergency Condition exists, and the care and treatment necessary to relieve or eliminate the psychiatric Medical Emergency Condition, within the capability of the facility.

(h) **“MEDICAL EMERGENCY CONDITION”** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could usually be expected to result in any of the following:

- (i) Placing the patient's health in serious jeopardy.
- (ii) Serious impairment to bodily functions.
- (iii) Serious dysfunction of any bodily organ or part.

(i) **“MEMBER”** means a person who is enrolled in The Plan and eligible to receive Covered Services.

(j) **“PLAN” or “THE PLAN”** means CONCERN: Employee Assistance Program.

(k) **“PLAN PROVIDER”** means a person who has entered into a Plan Provider contract with The Plan to provide Covered Services to Members, and who is licensed in their state as either a psychologist, clinical social worker, or marriage and family therapist; or who practices with the equivalent licensures in other states or provinces.

(l) **“PREMIUMS” or “PREPAYMENT FEES”** means the monthly amounts due and payable to The Plan by The Group.

(m) **“SERIOUS PERSONAL PROBLEM OR CONDITION”** means a circumstance wherein a Member believes he or she requires Covered Services to resolve a Crisis, important, or complex matter.

(n) **“SUBSCRIBER”** means the person whose employment or other status with The Group is the basis for eligibility to receive Covered Services from The Plan.

(o) **“URGENT”** means a situation in which it is determined that no Medical Emergency Condition or Psychiatric Medical Emergency Condition exists, however, the Member is in need of immediate telephone support and/or a face-to-face appointment with a Plan Provider within 24 to 48 hours to resolve a Serious Personal Problem or Condition.

(p) **“VISIT”** means a session between a Plan Provider and Member of approximately one hour in length wherein the Member, individually or with others, discuss problems with a Plan Provider in order to resolve the problem. The Member’s problems may consist of family conflict, drug or alcohol abuse, stress, marital discord and other personal problems.

(q) **“YOU” or “YOUR”** means the same as Member.

## 2. **CHOICE OF PROVIDER**

### (a) Choosing a Plan Provider

Members must contact The Plan and The Plan will direct the Member to the appropriate Plan Provider. The Plan maintains a large panel of licensed Plan Providers who have been screened and are monitored by The Plan. A Plan Provider will be assigned to you based on the city where you prefer to be seen. You may, however, choose from any available Plan Provider in the area you prefer to be seen. To receive information and assistance, Members should contact The Plan by calling **(800) 344-4222**. This phone number is available 24 hours a day, 7 days a week. You may call and request a Plan Provider during regular business hours. After regular business hours the Member’s name and telephone number will be taken and you will be called on the next day with the name of a Plan Provider.

### (b) Availability of Plan Providers

(i) The Plan contracts with a comprehensive network of Plan Providers located in your area. The Plan does not guarantee the initial or continued availability of any particular Plan Provider. The availability of a Plan Provider can be obtained by calling The Plan at **(800) 344-4222**.

(ii) The Member may select any Plan Provider from whom to receive Covered Services. Members can be provided with a list of suitable Plan Providers upon request by calling the Plan at **1-800-344-4222**.

### (c) Scheduling Appointments

The Plan's Providers' offices are open during normal business hours and some offices are open during the evening and weekend. If you cannot keep your scheduled appointment, you are required to notify the Plan Provider's office at least 24 hours in advance. Members must call The Plan directly to schedule an initial appointment with a Plan Provider. If a Member requires additional care after the initial appointment, the Member's Plan Provider will arrange for such care.

(d) Referrals for Non-Covered Services

If the Plan Provider determines that the Member requires non-Covered Services, the Plan Provider will refer the Member to an appropriate health care provider or community resource and the Member will be responsible for the cost of services.

(e) Changing Plan Providers

A Member may transfer to another Plan Provider by contacting The Plan by telephone at **(800) 344-4222** and requesting such a transfer

(f) Service Area

The Plan's service area includes the United States. If you require Covered Services, please contact The Plan and you will be advised of the closest Plan Provider from your work or home who will provide the care you require. The Plan contracts with several thousand Plan Providers nationwide. Consequently, The Plan will ensure that you receive Covered Services from a Plan Provider within 30 minutes or 15 miles from your work or home. If you have to travel farther than 15 miles or 30 minutes in order to receive care, immediately inform The Plan and it will direct you to a closer Plan Provider, if available.

(g) How Are Plan Providers Compensated

The Plan compensates its Plan Providers on what is called a "discounted fee-for-service basis." This means that The Plan pays a Plan Provider for each Visit an amount, which is less than the Plan Provider's usual and customary rate. The Plan's Providers are always required by The Plan to provide services in a quality manner in accordance with detailed regulatory and contractual requirements. These requirements help reduce overall costs by providing quality care, which emphasizes early intervention, and access to effective treatment methods.

### 3. **FACILITIES**

The Plan's Provider's offices are located close to where you work or live. To find out the exact address of a Plan Provider's office, you may contact The Plan at **(800) 344-4222** and you will be asked to provide either the city or zip code where you would like to receive care.

### 4. **CRISIS INTERVENTION AND URGENT SERVICES**

(a) The Plan arranges for the provision of Crisis Intervention 24 hours a day, seven days a week, to all Members. You must contact The Plan at **1-800-344-4222** who will make arrangements



to provide Crisis Intervention by telephone or in person. Crisis Intervention means the process of responding to a request for immediate services in order to determine whether or not a Medical Emergency Condition or Urgent situation exists and to otherwise assess the needs for short term counseling, referrals to community resources, and/or referrals to Medical Emergency Care.

(b) Urgent services: Members or a Plan Provider may contact The Plan at any time (24 hours a day) to obtain an EAP Assessment or referrals for care. A Member will be referred to a Plan Provider so that care is provided (1) within 24 to 48 hours in Urgent cases; (2) within three to five business days of a referral for routine appointments. Plan Providers have agreed to see a Member within 30 minutes of his or her scheduled appointment.

(c) Medical Emergency Care: If it is determined by a Plan Provider or the Member feels the situation constitutes a Medical Emergency Condition, the Member will be referred to the nearest hospital emergency room (or trauma center), or told to immediately call the 9-1-1- operator for emergency assistance. The Plan does not pay for Medical Emergency Care. **Medical Emergency Care is non-Covered Service.**

(d) The processes, criteria and procedures that The Plan uses to authorize, modify, or deny employee assistance services under the benefits provided by The Plan are available to the Member, Plan Providers, and the public upon request by calling **1-800-344-4222**.

## 5. **PREPAYMENT OF FEES**

(a) Members have no obligation to pay for Covered Services provided by The Plan. The full cost of Covered Services is paid by your Group. There are no co-payments, co-insurance, or deductible payments applicable to The Plan's services. All Plan Providers are under contract with The Plan to provide Covered Services.

(b) The Plan may change the Prepayment Fee charged The Group so long as The Group is provided with a thirty-day prior written notice of the proposed change.

(c) By statute, every contract between The Plan and a Plan Provider contains language that states that if The Plan fails to pay a Plan Provider, the Member is not responsible to the Plan Provider for any sums owed by The Plan. In the event that The Plan fails to pay a non-Plan Provider, the Member may be liable to the non-Plan Provider for the costs of services rendered.

## 6. **OTHER CHARGES**

Neither The Plan nor a Plan Provider is permitted to charge a Member a copayment, a coinsurance, or a deductible amount for Covered Services. If a Member requires non-Covered Services, the Plan Provider or The Plan will refer the Member to other community resources for further care, the cost of which will not be covered by The Plan and will be the responsibility of the Member. If a Member requires non-Covered Services and his or her Plan Provider is able to provide the non-Covered Services, the Member may elect to obtain care from his or her Plan Provider, the cost of which will not be covered by The Plan and will be solely the financial responsibility of the Member.

## 7. **DETAILED DESCRIPTION OF COVERED SERVICES**

(a) A list of Covered Services is set forth in the Benefit Schedule, Exhibit A, which is attached to this document. Descriptions of Services that are not covered are set forth in the Exclusions Section below. As a Member you may also contact The Plan at **1-800-344-4222** to find out if a particular service is or is not covered.

(b) The Plan provides an EAP Assessment, short-term counseling and referrals to community resources. The Plan provides a problem-focused form of individual or family outpatient counseling that (i) seeks resolution of problems in living rather than basic character changes; (ii) emphasizes the Member's skills, strengths and resources; (iii) involves setting and maintaining realistic goals that are achievable in a one to five month period; and (iv) encourages the Member to practice behavior outside the counseling Visits to promote therapeutic goals.

(c) A Member is entitled to a defined number of Visits with a Plan Provider, as set forth in the Benefit Schedule.

## 8. **LIMITATIONS**

(a) Unless otherwise authorized by The Plan, all Covered Services must be performed by a Plan Provider.

## 9. **EXCLUSIONS**

The following services are specifically excluded from coverage provided under this Plan. The determination of whether a service is excluded is solely that of The Plan.

(i) Services not listed as a Covered Service.

(ii) Medical Emergency Care.

(iii) Acupuncture.

(iv) Aversion therapy.

(v) Biofeedback and hypnotherapy.

(vi) Services required by court order, or as a condition of parole or probation, not, however, to the exclusions of services to which the Member would otherwise be entitled.

(vii) Services for remedial education including evaluation or medical treatment of learning disabilities or minimal brain dysfunction; developmental and learning disorders; behavioral training; or cognitive rehabilitation.

(viii) Medical Treatment or diagnostic testing related to learning disabilities, developmental delays, or educational testing or training.

(ix) Experimental or investigational procedures. (if you have been denied an experimental or investigational treatment, see section 17 regarding the External, Independent Review Process)

(x) Services for the medical treatment of mental retardation or defects and deficiencies of functional nervous disorders, including chronic mental illness.

(xi) Services received from a non-participating provider, unless preapproved by The Plan.

(xii) Psychological testing. (psychological testing is not necessary to determine an appropriate referral to a Plan Provider to receive Covered Services, or alternatively, to determine referrals to a community resource for non-Covered Services)

(xiii) Sleep therapy.

(xiv) Examinations and diagnostic services in connection with the following: obtaining or continuing employment; obtaining or maintaining any license issued by a municipality, state or federal government; securing insurance coverage; foreign travel or school admissions.

(xv) Medical treatment of congenital and/or organic disorders associated with permanent brain dysfunction, including without limitation, organic brain disease, Alzheimer's disease and autism.

(xvi) Medical treatment for speech and hearing impairments. (A speech or hearing impaired Member is entitled to Covered Services. (Treatment for speech and hearing impairments is not necessary to determine an appropriate referral to a Plan Provider to receive Covered Services, or alternatively, a referral to community resources for non-Covered Services.)

(xvii) IQ testing. (IQ testing is not necessary to determine an appropriate referral to a Plan Provider to receive Covered Services, or alternatively, referrals to community resource for non-Covered Services.)

(xviii) Medical treatment for chronic pain.

(xix) Services involving medication management or medication consultation with a psychiatrist.

## 10. **GENERAL INFORMATION**

### (a) When Does Coverage Begin (Commencement of Coverage)

You are covered from the first day you become an employee of your Group to the last day you are an employee. Eligible Dependents are covered during the same time you are covered.

(b) Confidentiality of Information

All information pertaining to your identity, medical diagnosis or treatment that The Plan may possess as a result of care provided by any provider will be kept confidential and will not be disclosed to any person, including your employer, without your prior written consent unless required by law.

(c) Identification Card

The Plan does not distribute identification cards to its Members. In order to access care, simply contact The Plan at **1-800-344-4222** and a Plan representative will direct the Member to an appropriate Plan Provider.

(d) Notifying Members of Changes to The Plan

If your Covered Services change during the time you are covered, The Plan, through your Group, will notify you of the change within 30 days of the effective date of any change.

11. **TERMINATION OF BENEFITS**

(a) Eligibility for covered services for you and your Eligible Dependents will end on the last day of the month in which you are an employee of your Group, unless you are currently receiving care. Information regarding the continuation of care is set forth at Section 16 (Individual Continuation of Care). Your coverage will also end for any of the following:

- (i) Non-payment of Premiums by The Group.
- (ii) Fraud or deception in obtaining Covered Services.

(b) All requests for Covered Services that involve an EAP Assessment and referral are approved. The Plan provides access to all Members to be assessed and referred to appropriate resources as necessary. When a Member requests a non-Covered Service, the Clinical Manager will assess the need and discuss the scope of Covered Services and non-Covered Services. The Clinical Manager will recommend that the Member seek care from an appropriate community resource if the request is for a non-Covered Service.

(i) You and your Eligible Dependent will not be terminated due to you or your Eligible Dependent's health status or requirements or need for Covered Services.

(ii) If a Member is terminated from his or her employment after receiving the first counseling Visit, but before you have received the full number of Visits in which you are entitled, a Member can still receive at no cost the full number of Visits to which he or she is entitled.

12. **RENEWAL PROVISION**

The Agreement for Employee Assistance Services provides that the contract shall be for an initial term of three years from the effective date, with automatic 1-year renewal contract terms unless terminated in writing by either party. If the Agreement is terminated, your Group shall notify you thirty (30) days prior to the termination date. A Member who is receiving Covered Services from a Plan Provider will be entitled to complete his or her care regardless of whether or not The Group renews the contract with The Plan.

13. **CUSTOMER SERVICE INFORMATION**

The Customer Service Department is staffed by representatives who are sensitive to your needs. This Department is available to help you understand this Plan, to help select a Plan Provider, and to assist you with problems you may encounter when using The Plan.

14. **SECOND OPINION**

Members may request a second opinion for Covered Services by contacting your Plan Provider or The Plan. The Plan provides the Member with an option to obtain a second opinion from another Plan Provider. There is no cost to a Member to obtain a second opinion.

15. **CONTINUITY OF CARE**

(a) When a Member is currently receiving care from a non-Plan Provider for an otherwise Covered Benefit, if the Member notifies The Plan prior to or no later than five (5) days after the effective date of coverage, that the Member is currently receiving care from a nonparticipating Provider for an otherwise covered condition, The Plan shall either:

(i) Make immediate arrangements to provide care to the Member for the condition through a Plan Provider who shall obtain the charts, if any, and if possible, consult with the nonparticipating provider who has been rendering care to the Member for the acute condition; or

(ii) Authorize the Member to continue to receive care from the non-Plan Provider at The Plan's cost for the condition until The Plan can arrange to transfer the Member's care for that condition to a Plan Provider. The Plan may also elect to pay the non-Plan Provider for up to the limit of the number of Visits the Member is entitled to under the Benefit Schedule.

(b) In the event a Plan Provider terminates from The Plan and a Member is currently receiving care from such terminated Plan Provider, The Plan requires that the Plan Provider continue to provide care at The Plan's cost, up to the number of Visits the Member is entitled to under the Benefit Schedule. If for any reason the Plan Provider is not available to complete the care provided, The Plan will make immediate arrangements to provide care to the Member through a transfer to another Plan Provider.

(c) All such notifications by a Member may be made to any Plan office. All such notifications shall be forwarded to The Plan's Clinical Manager for action. The Clinical Manager shall respond to the Member within an appropriate period of time given the acute condition involved, and in no event more than five (5) days after submission of such notification to The Plan.

(d) In cases involving a Member who has an acute condition or a serious chronic condition, a Plan Provider shall furnish the Member with Covered Services for 90 days or a longer period if necessary for a safe transfer to another Plan Provider as determined by The Plan in consultation with the Plan Provider, consistent with good professional practice. For purposes of this section, acute condition means a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that of a limited duration. For purposes of this section, serious chronic condition means a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature, and that does either of the following: (a) persists without full cure or worsens over an extended period of time, or (b) requires ongoing treatment to maintain remission or prevent deterioration.

#### 16. **INDIVIDUAL CONTINUATION OF CARE**

(a) If a Subscriber terminates his or her employment with The Group for any reason (including death), the Subscriber's spouse or domestic partner and his or her Eligible Dependents are able to receive Covered Services from a Plan Provider for whom they are currently receiving care from up to the maximum amount of Visits to which they are entitled, as set forth in the Benefit Schedule. If a Subscriber terminates his or her marriage and a court of law grants such divorce by issuing a divorce decree, the Subscriber's former spouse is able to receive Covered Services from a Plan Provider for whom he or she is currently receiving care from up to the maximum amount of Visits to which he or she is entitled, as set forth in the Benefit Schedule.

#### 17. **EXTERNAL, INDEPENDENT REVIEW PROCESS**

The Plan shall provide an external, independent review to examine The Plan's coverage decisions regarding experimental and investigational therapies for Members who are experiencing a life-threatening condition. The Plan shall notify eligible Members in writing of the opportunity to request the external, independent review within five days of the decision to deny coverage.

#### 18. **PUBLIC POLICY PARTICIPATION**

(a) The Plan seeks applicants who would be interested in participating in the Public Policy Committee for the purposes of establishing the public policy of The Plan. This committee consists of: (a) a Board member of The Plan, (b) three (3) Members, and (c) a Plan Provider. Committee members shall each serve a three (3) year term while The Plan's Board member shall be a permanent committee member.

(b) The Public Policy Committee meets quarterly to review The Plan's performance and future direction of Plan operations. Information regarding Plan operations, grievance log reports,

financial operations and the like will be made available to members for review and comment. When applicable, recommendations and reports from the Public Policy Committee will be forwarded to The Plan's Board of Directors for review at the next regularly scheduled Board meeting. Receipt of the recommendations and any reports from the Public Policy Committee shall be considered by the Board of Directors and duly noted in the Board's meeting minutes.

(c) Membership in the Public Policy Committee is voluntary, and will be determined by the entire Public Policy Committee with special consideration being made to the ethnicity, geographic location and economic status of a member.

## 19. **MEMBERS' RESPONSIBILITIES**

(a) A Member should take responsibility for knowing and understanding the rules and regulations of The Plan and abiding by them in the interest of quality care. All Members should follow prescribed recommendations.

(b) The Member should contact The Plan by telephone at **1-800-344-4222** to make an appointment. On the day of the appointment you should arrive at the office five to ten minutes early to fill out any necessary paper work. If you cannot keep the appointment, you are responsible for calling the Plan Provider or The Plan and rescheduling at least 24 hours in advance of the appointment.

## 20. **GRIEVANCE/APPEAL PROCESS FOR MEMBERS**

(a) The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **1-800-344-4222** and use your health plan's grievance process before contacting the department (described below). Utilizing the grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of the medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free **telephone number (1-888-HMO-2219)** and a **TDD line (1-877-688-9891)** for the hearing and speech impaired. The department's Internet **Web site <http://www.hmohelp.ca.gov>** has complaint forms, IMR application forms and instructions online.

(b) Any inquiries or complaints about your Plan Provider or any disagreement involving a coverage decision matter can be made to The Plan by writing or calling The Plan at:

**CONCERN: Employee Assistance Program**  
**1503 Grant Road, Suite 120**  
**Mountain View, CA 94040**  
**(800) 344-4222**

(c) Members are encouraged to contact The Plan office concerning any problems they may have experienced with any aspect of The Plan or its Plan Providers. The Plan has a Member grievance procedure to handle complaints or grievances by Members of The Plan. Members may file grievances anytime with 180 days of the time the problem occurred.

Member complaints or grievances may be made in person at The Plan office **from 8:30 a.m. to 5:00 p.m. Monday through Friday (holidays excluded), by telephone at (800) 344-4222, or in writing to the Quality Assurance Clinical Manager at the above address.** A grievance form is attached to this Combined Evidence of Coverage and Disclosure Form and is available from The Plan. Staff will be available at The Plan office to assist Members in completion of this form. Members can also access and complete a grievance form on-line at the CONCERN website at [www.concern-eap.com](http://www.concern-eap.com).

(c) Members with limited English proficiency or with visual or communicative impairments will be assisted with the grievance process by the Plan. Such assistance includes, but is not limited to, translation of grievance procedures, forms, and Plan responses to grievances, as well as access to interpreters, telephone relay systems, and other devices that aid disabled individuals to communicate. These services are made available by the Plan at no charge to the Member.

(d) Members will receive a written response within three (3) days acknowledging receipt of the complaint, and within thirty (30) days a written notice describing The Plan's determination of the complaint. If the Member is not satisfied with the resolution, the Member may request that the matter be referred to The Plan's Quality Improvement Committee for further review.

(e) Requests for further review must be made in writing to the Quality Improvement Committee of the Board of Directors. Members will be informed in writing as to the disposition of the Quality Improvement Committee within thirty (30) days from the receipt of the complaint.

(f) If the Member is dissatisfied with the resolution of the Quality Improvement Committee the Member may submit a complaint to the Board of Directors. The Board of Directors will review the complaint and recommend a resolution within 30 days from the receipt of the complaint.

(g) If the Member is not satisfied with the resolution of the Board of Directors, and lives outside of California, the Member may have additional avenues of appeal available through the Member's State regulator of health plans or State consumer advocacy agency should the Member wish to contact them.

(h) If the Member is a California resident and is not satisfied with the resolution of the Board of Directors, the Member may request that the matter be arbitrated. If a request for arbitration



is not submitted within 120 days (or such later date if circumstances make it difficult to submit a request within the 120 day time period), the decision of the Board of Directors shall be final and binding. The arbitration will be pursuant to the rules and regulations enforce at the time of the occurrence of the American Arbitration Association. The arbitration will take place in the county where the services were provided, or such other mutually agreeable location. (See Section 21 (Arbitration) below to understand the arbitration process.)

(i) Expedited Review.

(i) If a member is experiencing an imminent and serious threat to health, including but not limited to, severe pain, potential loss of life, limb, or major bodily function, The Plan shall provide the Member with a written statement on the disposition or pending status of such grievances no later than three days from receipt of the grievance.

(ii) If a member is a California resident, The Plan shall inform the Member at the time the grievance is lodged that they may immediately contact the CA Department of Managed Health Care. Additionally, with respect to grievances that may cause an imminent and serious threat to your health, including but not limited to, severe pain, potential loss of life, limb, or major bodily function, The Plan shall provide the Member and the Department of Managed Health Care with a written statement on the disposition or pending status of such grievances no later than three days from receipt of the grievance

(iii) For grievances involving the delay, denial or modification of employee assistance services, The Plan response for all members will describe the criteria used and the clinical reasons for its decision, including all criteria and reasons related to the necessity of employee assistance services. In the event that The Plan issues a decision delaying, denying or modifying the employee assistance services based in whole, or in part, on a finding that the proposed services are not a covered benefit under the Agreement for Employee Assistance Services, The Plan will then clearly specify in the decision the provisions in the contract that exclude the coverage.

(j) Non-Discrimination: At no time will the Plan discriminate against a Member on the grounds that the Member filed a grievance against the Plan or Plan Provider. If you feel that services have been denied or modified because you filed a grievance, you can contact the Quality Assurance Clinical Manager for the Plan at **1-800-344-4222** for review.

(k) Review By the Director: If any person believes that a Member has been canceled or denied eligibility or services under the Agreement for Employee Assistance Services because of a Member's health status or requirements for health services, he or she may request a review by the Director of the Department of Managed Health Care of the State of California under Section 1365(b) of the California Health and Safety Code. The Member may also file a Request for Assistance to the Department of Managed Health Care after participating in The Plan's grievance procedure for 30 days.

## 21. **ARBITRATION FOR CALIFORNIA MEMBERS**

(a) Arbitration of Disputes: If you are not satisfied with the resolution of your dispute with The Plan, you may contact the Department of Managed Health Care to ask for assistance. After participating in The Plan's grievance procedure for 30 days, the Department will assist the Members once a Request for Assistance is submitted to the Department of Managed Health Care. **If you need assistance in filing the Request for Assistance form, you may either call the Department of Managed Health Care at (800) 400-0815 or The Plan at (800) 344-4222.** In addition to the Request for Assistance process, a Member may also seek redress by submitting the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Under binding arbitration, both parties give up their rights to have the dispute decided by jury in a court of law. Either party may refer the dispute to the American Arbitration Association for resolution.

(b) Binding arbitration is the final process for resolution of any dispute or controversy between a Member or personal representatives of the Member, as the case may be, and The Plan over the services provided to the Member for any dispute or controversy concerning the construction, interpretation, performance or breach of Covered Services. Member agrees that such disputes shall be submitted to binding arbitration under the appropriate rules of the American Arbitration Association (AAA).

(c) Each and every disagreement, dispute or controversy, which remains unresolved concerning the construction, interpretation, performance or breach relating to the provisions of Covered Services, arising between a Member or Eligible Dependent or personal representative of such persons, as the case may be, and The Plan, its employees or Plan Provider or their partners, agents or employees, shall be submitted to binding arbitration in accordance with this Section whether such dispute involves a claim in tort, contract or otherwise. **This Arbitration Section does not include disputes involving medical malpractice.** If you have a dispute involving medical malpractice, you should consult a lawyer to assist you in determining your legal rights. It does include any act or omission which occurs during the term of this contract but which may give rise to a claim after the termination of this contract.

(d) The Member seeking binding arbitration shall send a written notice to The Plan. The notice shall contain a demand for binding arbitration and a statement describing the nature of the dispute, including the specific issue(s) involved, the amount involved, the remedies sought and a declaration that the party seeking binding arbitration has previously attempted to resolve the dispute with The Plan. For further assistance, the Member may also write to the AAA at 3055 Wilshire Blvd., 7th Floor, Los Angeles, CA 90010-1108, or telephone (213) 383-6515.

(e) In the case of extreme economic hardship, a Member may request from The Plan information on how to obtain an application for full or partial assumption of the Member's share of fees and expenses incurred by the Member in connection with the arbitration proceedings.

(f) For all claims or disputes for which the total amount claimed is \$200,000 or less, the parties shall select a single neutral arbitrator who shall have no jurisdiction to award more than

\$200,000. This provision is not subject to waiver, except nothing in this Section shall prevent the parties from mutually agreeing, in writing, after a case or dispute has arisen and a request for arbitration has been submitted, to use a tripartite arbitration panel which includes two party-appointed arbitrators or a panel of three neutral arbitrators, or another multiple arbitrator system mutually agreeable to the parties. The agreement shall clearly indicate, in boldface type, that "**A case or dispute subject to binding arbitration has arisen between the parties and we mutually agree to waive the requirement that cases or disputes for which the total amount of damages claimed is two hundred thousand dollars (\$200,000) or less be adjudicated by a single neutral arbitrator.**" If the parties agree to waive the requirement to use a single neutral arbitrator, the Member or Subscriber shall have three business days to rescind the agreement. If the agreement is also signed by counsel of the Member or Subscriber, the agreement shall be binding and may not be rescinded. If the parties are unable to agree on the selection of a neutral arbitrator, The Plan shall use the method provided in section 1281.6 of the Code of Civil Procedure to select the arbitrator.

(g) The parties agree that the arbitrator(s) shall issue a written opinion, and the award of the arbitrator shall be binding and may be enforced in any court having jurisdiction thereof by filing a petition of enforcement of said award. The findings of the arbitrator and the award of the arbitrator issued thereon shall be governed by the applicable state and federal statutory and case law. The arbitrator's award shall be accompanied by a written decision explaining the facts and reasons upon which the award is based, including the findings of fact and conclusions of law made and reached by the arbitrator(s). The decision shall be signed by the arbitrator(s) in order to be effective.

(h) The declaration of a court or other tribunal of competent jurisdiction that any portion of this contract to arbitrate is void or unenforceable shall not render any other provision hereof void or unenforceable.

(i) The arbitrator(s) shall make the necessary arrangements for the services of an interpreter upon the request of any party, which party shall assume the cost of such services.

(j) The arbitration shall take place in the largest city or town in the county where the services were provided, unless some other location is mutually agreed upon by the parties, and shall be governed by the rules of the American Arbitration Association. The expenses of the arbitrator(s) shall be shared equally by the parties.

## 22. **STATEMENT OF ERISA RIGHTS**

As participant in the employee assistance program (the "Plan") provided by Salesforce.com (the "Organization") through CONCERN: EAP, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all Plan participants shall be entitled to the following.

You can examine, without charge, at the Organization's offices and at other specified locations, all documents governing the Plan, including the Agreement for Employee Assistance Services, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S.

Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

You can obtain, upon written request to the Plan Administrator appointed by the Organization as shown on Exhibit B attached hereto, copies of documents governing the operation of the Plan, including the Agreement for Employee Assistance Services, subscriber contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description, referred to as the Combined Evidence of Coverage and Disclosure Form. The Organization may make a reasonable charge for the copies.

You can receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### Continuation of Group Plan Coverage

(a) If a Subscriber terminates his or her employment with The Group for any reason (including death), the Subscriber's spouse or domestic partner and his or her Eligible Dependents are able to receive Covered Services from a Plan Provider for whom they are currently receiving care from up to the maximum amount of Visits to which they are entitled, as set forth in the Benefit Schedule. If a Subscriber terminates his or her marriage and a court of law grants such divorce by issuing a divorce decree, the Subscriber's former spouse is able to receive Covered Services from a Plan Provider for whom he or she is currently receiving care from up to the maximum amount of Visits to which he or she is entitled, as set forth in the Benefit Schedule.

(b) Members and/or their Covered Dependents are entitled to receive Covered Services following the Member's termination of employment if the Member elects to continue coverage through the Consolidated Omnibus Budget Reconciliation Act (COBRA). Covered Services under COBRA do not include Work/Life services (parenting and childcare resources, eldercare resources, financial services, legal consultations,); these are not ERISA-regulated benefits and are provided for The Group's convenience for The Plan.

(i) COBRA applies to Non-Government employers with 20 or more employees. To be eligible for COBRA, an employee must be enrolled in an employer's health plan at the time of a "qualifying event". A qualifying event means health care coverage ceases for the Member, and his or her spouse and dependents as a result of: (1) termination from employment or reduction in hours below minimum required for coverage of the covered employee, (2) death of the covered employee, (3) divorce or legal separation from the covered employee, (4) dependent loses dependent eligibility, (5) covered employee is entitled to Medicare benefits, and (6) Member becomes disabled. If a Member, or his or her spouse or dependents loses health care coverage as a result of any of the above events, each are entitled to continue coverage up to at least thirty-six months from the date continuation coverage began. This provision is effective on September 1, 2003, and applies to individuals who begin receiving COBRA coverage on or after January 1, 2003. If a Member, or his or her spouse or dependent, desire continuation coverage under COBRA, the Member, or his or her spouse and dependent, must notify the Organization within 60 days of a qualifying event occurring. Failure to do so will disqualify coverage under continuation coverage.

Members will receive a notice of eligibility for continuation coverage from the Organization. This notice will describe the eligibility requirements and the prepayment fees those selecting continuation coverage must pay. Those selecting coverage must notify the Organization in writing, of his or her desire to elect to continue coverage within 60 days of the latter of: (1) the date coverage ends because of a qualifying event, or (2) the date the Organization sent the notice of eligibility for continuation coverage. The premium will be 102% of the regular premium for the 18 month period of coverage, and 150% of the regular premium for months 19-36. The regular premium is the cost to the plan for the same period of coverage for similarly situated non-COBRA beneficiaries.

(ii) You can receive a reduction or elimination of exclusionary periods of coverage for preexisting conditions under your group health plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from your group health plan, when you lose coverage under the plan, when you become entitled to elect COBRA continuation coverage, when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your coverage.

#### Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Organization, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

#### Enforce Your Rights

If your claim for a Plan benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive it within 30 days, you may file a suit in a Federal court. In such case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against

for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

#### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator at the phone number shown on Exhibit A or contact CONCERN: EAP at **(800) 344-4222**. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security-Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **EXHIBIT A: BENEFIT SCHEDULE**

The Plan shall provide the following Covered Services:

(a) EAP Assessment, referral to community resources, and/or Medical Emergency Care, and short-term counseling. The Plan offers counseling services for a wide range of personal problems and immediate response for Crisis situations. Each Member and his or her Eligible Dependents shall be limited to a maximum of Six (6) Visits for each problem per twelve-month period, beginning with the date of the case opening. For the purpose of this provision, the word “problem” means a specific type of matter, situation or issue of concern to a Member for which the Member requests EAP services for purposes of obtaining assistance in arriving at a solution. If a Member is referred for unsatisfactory work performance by means of Supervisor Referral, or if a Member or Covered Dependent is assessed as having a chemical dependency problem, the maximum number of visits shall be ten (10). CONCERN provides counseling for the following “problem” issues:

- (i) marital and family problems,
- (ii) difficulty with relationships,
- (iii) emotional distress,
- (iv) job stress,
- (v) communications or conflict issues,
- (vi) substance abuse issues and
- (vii) loss and death issues.

(b) The Plan provides a problem-focused form of individual or family outpatient counseling that:

- (i) seeks resolution of problems in living rather than basic character changes;
- (ii) emphasizes the Member’s skills, strengths and resources;
- (iii) involves setting and maintaining realistic goals that are achievable in a one to five month period; and
- (iv) encourages the Member to practice behavior outside the counseling Visits to promote therapeutic goals.

(c) The Plan’s EAP services will provide Members with confidential EAP Assessment, Crisis Intervention, short-term counseling and referral to community resources. The Plan can also provide parenting and childcare resources, legal consultations, financial services, eldercare resources.

(d) Upon reaching the maximum number of Visits, a Member may continue to receive services by the Plan Provider, but at the Member’s expense. Upon each case opening, The Plan shall inform the Member of the number of Visits he or she is entitled to receive.

(e) A Plan Provider will also refer a Member to community resources for assistance for non-Covered Services. In the event of such referral, the Member shall be advised that the Member is responsible for payment of costs and fees for services provided.

(f) The Plan Provider shall also obtain from a Member a consent form prior to the release of any information concerning said Member, except as required by law. A Plan Provider shall explain such form to each Member.

**EXHIBIT B: SUMMARY PLAN DESCRIPTION**

Plan Name:	Salesforce.com Health and Welfare Plan
Name & Address of Employer Sponsoring the Plan:	Salesforce.com 50 Fremont Street, Suite 300 San Francisco, CA 94105
Employer's FIN:	94-3320693
Type of Plan:	The Plan described is a Welfare Benefit Plan for the purposes of ERISA.
Plan Administrator & Tel. No.:	CONCERN:EAP 1-800-344-4222
Where Legal Process May be Served:	Salesforce.com 50 Fremont Street, Suite 300 San Francisco, CA 94105
Insurance Contracts & Policy Nos.:	CONCERN: Employee Assistance Program Organization No. 11493
Sources of Contributions to the Plan:	The Plan is funded by contributions from the employer.
Plan Year:	The financial records of this Plan are kept on a Plan Year basis. The Plan Year begins January 1, 2016.
Plan Details:	This Plan's provisions relating to eligibility to participate and termination of eligibility as well as a description of the benefits provided by this Plan are described in detail in the Covered Person's Evidence of Coverage which directly precedes this information.



## **CONCERN: Employee Assistance Program**

### **Notice of Privacy Practices Effective date: September 23, 2013**

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

#### About This Notice

We are required by law to maintain the privacy of Protected Health Information and to give you this Notice explaining our privacy practices with regard to that information. You have certain rights – and we have certain legal obligations – regarding the privacy of your Protected Health Information, and this Notice also explains your rights and our obligations. We are required to abide by the terms of the current version of this Notice.

#### What is Protected Health Information?

Protected Health Information is information that individually identifies you and that we create or get from you or from another health care provider, a health plan, your employer, or a health care clearinghouse and that relates to (1) your past, present, or future physical or mental health or conditions, (2) the provision of health care to you, or (3) the past, present, or future payment for your health care.

#### How We May Use and Disclose Your Protected Health Information

We may use and disclose your Protected Health Information in the following circumstances:

**For Treatment:** We may use Protected Health Information to give you treatment or services and to manage and coordinate your medical care. For example, we may disclose Protected Health Information to doctors, nurses, technicians, or other personnel who are involved in taking care of you, including people outside our practice, such as referring or specialist physicians.

**For Payment:** We may use and disclose Protected Health Information so that we can bill for the treatment and services you get from us and can collect payment from you, an insurance company, or another third party. For example, we may need to give your health plan information about your treatment in order for your health plan to pay for that treatment. We also may tell your health plan about a treatment you are going to receive to find out if your plan will cover the treatment. If a bill is overdue we may need to give Protected Health Information to a collection agency to the extent necessary to help collect the bill, and we may disclose an outstanding debt to credit reporting agencies.

**For Health Care Operations:** We may use and disclose Protected Health Information for our health care operations. For example, we may use Protected Health Information for our general business management activities, for checking on the performance of our providers in caring for you, for our cost-management activities, for audits, or to get legal services. We may give Protected Health Information to other health

care entities for their health care operations, for example, to your health insurer for its quality review purposes.

**Appointment Reminders/Treatment Alternatives/Health-Related Benefits and Services:** We may use and disclose Protected Health Information to contact you to remind you that you have an appointment for care.

**Minors:** We may disclose the Protected Health Information of minor children to their parents or guardians unless such disclosure is otherwise prohibited by law.

**Personal Representative:** If you have a personal representative, such as a legal guardian (or an executor or administrator of your estate after your death), we will treat that person as if that person is you with respect to disclosures of your Protected Health Information.

**As Required by Law:** We will disclose Protected Health Information about you when required to do so by international, federal, state, or local law.

**To Avert a Serious Threat to Health or Safety:** We may use and disclose Protected Health Information when necessary to prevent a serious threat to your health or safety or to the health or safety of others. But we will only disclose the information to someone who may be able to help prevent the threat.

**Business Associates:** We may disclose Protected Health Information to our business associates who perform functions on our behalf or provide us with services if the Protected Health Information is necessary for those functions or services. For example, we may use another company to do our billing, or to provide other services for us. All of our business associates are obligated, under contract with us, to also protect the privacy of your Protected Health Information.

**Military and Veterans:** If you are a member of the armed forces, we may release Protected Health Information as required by Military command authorities. We also may release Protected Health Information to the appropriate foreign military authority if you are foreign military.

**Workers' Compensation:** We may use or disclose Protected Health Information for workers' compensation or similar programs that provide benefits for work-related injuries or illness.

**Public Health Risks:** We may disclose Protected Health Information for public health activities. This includes disclosures to: (1) a person subject to the jurisdiction of the Food and Drug Administration ("FDA") for purposes related to the quality, safety or effectiveness of an FDA-regulated product or activity; (2) prevent or control disease, injury or disability; (3) report births and deaths; (4) report child abuse or neglect; (5) report reactions to medications or problems with products; (6) notify people of recalls of products they may be using; (7) a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition; and (8) the appropriate government authority if we believe a patient has been the victim of abuse, neglect, or domestic violence and the patient agrees or we are required or authorized by law to make that disclosure.

**Health Oversight Activities:** We may disclose Protected Health Information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, licensure, and similar activities that are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

**Lawsuits and Disputes:** If you are involved in a lawsuit or a dispute, we may disclose Protected Health Information in response to a court or administrative order. We also may disclose Protected Health Information in response to a subpoena, discovery request, or other legal process from someone else involved in the dispute, but only if efforts have been made to tell you about the request or to get an order protecting the information requested. We may also use or disclose your Protected Health Information to defend ourselves if you sue us.

**Law Enforcement:** We may release Protected Health Information if asked by a law enforcement official for the following reasons: in response to a court order, subpoena, warrant, summons or similar process; to identify or locate a suspect, fugitive, material witness, or missing person; about the victim of a crime if; about a death we believe may be the result of criminal conduct; about criminal conduct 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.

**National Security:** We may release Protected Health Information to authorized federal officials for national security activities authorized by law. For example, we may disclose Protected Health Information to those officials so they may protect the President.

**Coroners, Medical Examiners, and Funeral Directors:** We may release Protected Health Information to a coroner, medical examiner, or funeral director so that they can carry out their duties.

#### Uses and Disclosures That Require Us to Give You an Opportunity to Object and Opt Out

**Individuals Involved in Your Care or Payment for Your Care.** We may disclose Protected Health Information to a person who is involved in your medical care or helps pay for your care, such as a family member or friend, to the extent it is relevant to that person's involvement in your care or payment related to your care. But before we do that, we will provide you with an opportunity to object to and opt out of such a disclosure whenever we practicably can do so.

**Disaster Relief:** We may disclose your Protected Health Information to disaster relief organizations that seek your Protected Health Information to coordinate your care, or notify family and friends of your location or condition in a disaster. We will provide you with an opportunity to agree or object to such a disclosure whenever we practicably can do so.

CONCERN does no fundraising but we are required to inform you that you would have the right to opt out of receiving fund-raising communications.

### Your Written Authorization is Required for Other Uses and Disclosures:

Your written authorization is required for:

- Disclosures of any Protected Health Information for marketing purposes and disclosures that constitute sales of Protected Health Information.
- Any “therapy notes” maintained by us can only be disclosed with your authorization.
- Other uses and disclosures of Protected Health Information not covered by this Notice or the laws that apply to us will be made only with your written authorization. If you do give us an authorization, you may revoke it at any time by submitting a written revocation to our Privacy Officer and we will no longer disclose Protected Health Information under the authorization. But disclosure that we made in reliance on your authorization before you revoked it will not be affected by the revocation.

### Special Protections for HIV, Alcohol and Substance Abuse, Mental Health, and Genetic Information:

Special privacy protections apply to HIV-related information, alcohol and substance abuse, mental health, and genetic information. Some parts of this general Notice of Privacy Practices may not apply to these kinds of Protected Health Information. Please check with our Privacy Officer for information about the special protections that do apply.

### Your Rights Regarding Your Protected Health Information

You have the following rights, subject to certain limitations, regarding your Protected Health Information:

**Right to Inspect and Copy:** You have the right to inspect and copy Protected Health Information that may be used to make decisions about your care or payment for your care. We may charge you a fee for the costs of copying, mailing or other supplies associated with your request. We may not charge you a fee if you need the information for a claim for benefits under the Social Security Act or any other state or federal needs-based benefit program. We may deny your request in certain limited circumstances. If we do deny your request, you have the right to have the denial reviewed by a licensed healthcare professional who was not directly involved in the denial of your request, and we will comply with the outcome of the review.

**Right to an Electronic Copy of Electronic Medical Records:** If your Protected Health Information is maintained in an electronic format (known as an electronic medical record or an electronic health record), you have the right to request that an electronic copy of your record be given to you or transmitted to another individual or entity. We may charge you a reasonable, cost-based fee for the labor associated with transmitting the electronic medical record.

**Right to Get Notice of a Security Breach:** We are required to notify you by first class mail or by e-mail (if you have indicated a preference to receive information by e-mail), of any breach of your Unsecured Protected Health Information as soon as possible, but in any event, no later than 60 days after we discover the breach. “Unsecured Protected Health Information” is Protected Health Information that has not been made unusable, unreadable, and undecipherable to unauthorized users. The notice will give you the following information:

- a short description of what happened, the date of the breach and the date it was discovered;
- the steps you should take to protect yourself from potential harm from the breach;
- the steps we are taking to investigate the breach, mitigate losses, and protect against further breaches; and
- contact information where you can ask questions and get additional information.

If the breach involves 10 or more patients whose contact information is out of date we will post a notice of the breach in a major print or broadcast media.

**Right to Request Amendments:** If you feel that Protected Health Information we have is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for us. A request for amendment must be made in writing to the Privacy Officer at the address provided at the end of this Notice and it must tell us the reason for your request. We may deny your request if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that (1) was not created by us, (2) is not part of the medical information kept by or for us, (3) is not information that you would be permitted to inspect and copy, or (4) is accurate and complete. If we deny your request, you may submit a written statement of disagreement of reasonable length. Your statement of disagreement will be included in your medical record, but we may also include a rebuttal statement.

**Right to an Accounting of Disclosures:** You have the right to ask for an “accounting of disclosures,” which is a list of the disclosures we made of your Protected Health Information. We are not required to list certain disclosures, including (1) disclosures made for treatment, payment, and health care operations purposes, (unless the disclosures were made through an electronic medical record, in which case you have the right to request an accounting of those disclosures that were made during the 3 years before your request), (2) disclosures made with your authorization, (3) disclosures made to create a limited data set, and (4) disclosures made directly to you. You must submit your request in writing to our Privacy Officer. Your request must state a time period which may not be longer than 6 years before your request. Your request should indicate in what form you would like the accounting (for example, on paper or by e-mail). The first accounting of disclosures you request within any 12-month period will be free. For additional requests within the same period, we may charge you for the reasonable costs of providing the accounting. We will tell what the costs are, and you may choose to withdraw or modify your request before the costs are incurred.

**Right to Request Restrictions:** You have the right to request a restriction or limitation on the Protected Health Information we use or disclose for treatment, payment, or health care operations. You also have the right to request a limit on the Protected Health Information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. We are not required to agree to your request. If we agree, we will comply with your request unless we terminate our agreement or the information is needed to provide you with emergency treatment.

**Out-of-Pocket-Payments:** If you paid out-of-pocket in full for a specific item or service, you have the right to ask that your Protected Health Information with respect to that item or service not be disclosed to a health plan for purposes of payment or health care operations, and we will honor that request.

**Right to Request Confidential Communications:** You have the right to request that we communicate with you only in certain ways to preserve your privacy. For example, you may request that we contact you by mail at a special address or call you only at your work number. You must make any such request in writing and you must specify how or where we are to contact you. We will accommodate all reasonable requests. We will not ask you the reason for your request.

**Right to a Paper Copy of This Notice:** You have the right to a paper copy of this Notice, even if you have agreed to receive this Notice electronically. You may request a copy of this Notice at any time.

### How to Exercise Your Rights

To exercise your rights described in this Notice, send your request, in writing, to our Privacy Officer at the address listed at the beginning of this Notice. We may ask you to fill out a form that we will supply. To exercise your right to inspect and copy your Protected Health Information, you may also contact your physician directly. To get a paper copy of this Notice, contact our Privacy Officer by phone or mail.

### Changes to This Notice

The effective date of the Notice is stated at the beginning. We reserve the right to change this Notice. We reserve the right to make the changed Notice effective for Protected Health Information we already have as well as for any Protected Health Information we create or receive in the future. A copy of our current Notice is posted in our office and on our website.

### Complaints

If you believe your privacy rights have been violated, you may file a complaint with us or with the Secretary of the United States Department of Health and Human Services.

To file a complaint with us, contact our Privacy Officer at the address listed below. All complaints must be made in writing and should be submitted within 180 days of when you knew or should have known of the suspected violation. There will be no retaliation against you for filing a complaint.

To file a complaint with the Secretary, mail it to: Secretary of the U.S. Department of Health and Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201. Call (202) 619-0257 (or toll free (877) 696-6775) or go to the website of the Office for Civil Rights, [www.hhs.gov/ocr/hipaa/](http://www.hhs.gov/ocr/hipaa/), for more information. There will be no retaliation against you for filing a complaint.

### Foreign Language Version

If you have difficulty reading or understanding English, you may request a copy of this Notice in your preferred language.

**IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR IF YOU NEED MORE INFORMATION, PLEASE CONTACT OUR PRIVACY OFFICE: Gene Miner; 1503 Grant Road, Ste. 120; Mountain View, CA 94040.**