



You may use the Community First Health Plans (CFHP) Provider Portal only if you agree to the terms and conditions below. You must indicate that you understand and agree to follow the terms and conditions by registering to use the CFHP Provider Portal service. If you do not agree to these terms and conditions, you may not register to use or use the Web Portal service.

Web Portal Agreement

Introduction

This Community First Provider Web Portal Agreement (this "Agreement") contains the terms and conditions that govern use of this CFHP Provider Web portal service by a Provider (as defined below) for access to information on Community First member eligibility, claims payments.

Definitions

In this Agreement, the words:

- "Authorized Representative" means a person that Provider has authorized to use the CFHP Provider Web portal service under this Agreement on Provider's behalf.
- "Primary Representative" means the Authorized Representative in the Provider's office who has responsibility for adding, deleting and maintaining the names of the Provider's Authorized Representatives within the Internet site supporting the CFHP Provider Web portal service.
- "Administrator" means Community First Health Plans, and any owners, affiliates or direct or indirect subsidiaries.
- "Plan" means Community First Health Plans, Inc. collectively doing business as "Community First Health Plans, Inc." and any owners, affiliates or direct or indirect subsidiaries.
- "Provider" means the person or entity with which Community First contracts to provide medical services or supplies to Community First enrollees.
- "Service" means the Web portal service under this Agreement and the Web site that supports it.

Use of the Web Portal Service

The Service provides access to information on CFHP member eligibility, claims payments through the Internet. Provider shall use the Service solely in connection with its health care services to members of CFHP. The Primary Representative and each Authorized Representative shall use the Service solely in the course and scope of employment or agency with Provider. Provider, the Primary Representative and each Authorized Representative shall use the Service subject to the following:

- 1) The terms and conditions of this Agreement; and
- 2) The applicable provisions of Provider's contract with CFHP to provide health care services to CFHP members (the "Provider Contract"). The applicable provisions of the Provider Contract include, but are not limited to, use and disclosure of protected health information under the HIPAA Privacy Standards, member eligibility verification, utilization management standards within CFHP policies and the provider manual, and timelines for submission and resubmission of claims.
- 3) In the event of a conflict between a term and condition under this Agreement and a provision under the Provider Contract, the former shall govern.

Provider shall require the Primary Representative and each Authorized Representative to (1) keep confidential and not disclose the Provider's Service password to any person except Provider or the Primary Representative; (2) use the Service solely in connection with Provider's health care services to members of CFHP and within the course and scope of employment or agency with Provider; and (3) use the Service pursuant to the terms and conditions of this Agreement.

Upon learning that the Primary Representative or an Authorized Representative has violated (1), (2) or (3) or no longer works for or represents Provider, Provider shall immediately revoke such person's authority to use the Service. Provider shall also notify CFHP when it has revoked the Primary Representative's or an Authorized Representative's authority to use the Service for any other reason. Provider shall revoke the Primary Representative's or an Authorized Representative's authority to use the Service if directed to do so by Administrator.

If an Authorized Representative's authority is revoked, the Primary Representative shall immediately delete such person's access to the Service following procedures provided by Administrator. If the Primary Representative's authority is revoked, Provider shall immediately delete such person's access to the Service and designate a new Primary Representative following procedures provided by Administrator.

Changes to the CFHP Provider Web Portal Service or This Agreement

Administrator may, at any time, make changes to the Service, the terms and conditions in this Agreement, or any other policies or conditions that govern the use of the Service at any time. Provider should review the Service and these terms periodically for any updates or changes. Provider's continued access or use of the Service site shall be deemed Provider's notification and acceptance of these changes.

No Warranties for this Site

Administrator uses reasonable methods to provide accurate and current information on member eligibility, claims payments and prior authorization available through the Service. However, because of the possibility of technical and human error, as well as other factors, there is no implied warranty of any kind, including of representation about the accuracy, completeness, or appropriateness or fitness for a particular purpose of the Service, and non-infringement. While Administrator uses reasonable methods to secure the Service, there is no warranty that the Service will be free from corrupted data, computer viruses or similar destructive or contaminating code.

The Provider assumes full responsibility for using the Service, and understands and agrees that neither CFHP nor Administrator are responsible or liable for any claim, loss, or damage resulting from its use. The Provider agrees to use the Service on an "AS IS" and an "AS AVAILABLE" basis. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

No Liabilities for the Service

Neither CFHP nor Administrator will be liable for any delay, difficulty in use, inaccuracy or incompleteness of information, computer viruses, malicious code, loss of data, compatibility issues, or otherwise. CFHP and Administrator will not be liable even if someone has advised of the possibility of such damages or loss, and/or someone has informed of a problem with the Service or its content. Provider uses the Service at its own risk. CFHP and Administrator will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of Provider's use of or access to the Service, or any other link provided to another site.

By using the Service, the Provider accepts at its own risk that the Internet may not perform as intended despite the best efforts of Administrator, the Provider or any Internet service providers.

Ownership, License and Restrictions on Use of Materials

As between CFHP, Administrator and the Provider, all right, title and interest (including all copyrights, trademarks and other intellectual property rights) in the Service belong to CFHP or Administrator. In addition, the names, images, pictures, logos, and icons are proprietary marks that belong to CFHP or Administrator. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.

The Provider is hereby granted a nonexclusive, nontransferable, limited license to view and use information retrieved from the Service solely in connection with its health care services to members of CFHP. Except as expressly provided above, no part of the information in or about the Service, including but not limited to materials retrieved from it and the underlying code, may be reproduced, republished, copied, transmitted, or distributed in any form or by any means. In no event shall materials from this site be stored in any information storage and retrieval system without prior written permission from Administrator.

Provider's use of this site allows CFHP and Administrator to gather certain limited information about the Provider and its usage of the Service. Provider agrees and consents to the use of such information in aggregated form.

Site System Integrity

The Provider may use the Service for normal use in connection with its health care services to members of CFHP. The Provider may not use any device, software, routine, or agent to interfere or attempt to interfere with the proper working of the Service. The Provider may not take any action, which imposes an unreasonable or disproportionately large load on our infrastructure. The Provider may not disclose or share its password to or with third parties, except an Authorized Representative, or use its password, or allow its password to be used, for any unauthorized purpose. The Provider shall take reasonable precautions to secure its password from any unauthorized use. The Provider may not attempt to log in with a user name or password other than its own.

Continuous, uninterrupted access to the Service is not guaranteed. Numerous actions beyond our control may interfere with the Service.

Governing Law; Legal Jurisdiction; and Statute of Limitations

The laws of the State of California govern this Agreement, without regard to conflict of law principals, and the Provider's access to and use of the Service under this Agreement. The Provider submits to the exclusive jurisdiction of the courts in the State of California and waive any jurisdictional venue or inconvenient forum objections to such court.

Before seeking legal recourse for any harm the Provider believes it has suffered from use of the Service, the Provider will give CFHP written notice specifying the harm and thirty (30) days to cure the harm after providing such notice. In the event that the Provider believes the Service has irreparably harmed the Provider, the Provider agrees to inform CFHP and to give CFHP thirty (30) days to cure the harm before initiating any action. The Provider must initiate any cause of action within one (1) year after the claim has arisen, or you will be barred from pursuing any cause of action.

Service Restriction

Subject to applicable law, CFHP and Administrator reserve the right to suspend or deny, in their singular or joint discretion, Provider's access to all or any portion of the Service with or without notice. Provider agrees that any termination of Provider's access to the Service may be effected without prior notice. Provider acknowledges and agrees that CFHP or Administrator may immediately bar any further access to the Service. Further, Provider agrees that CFHP and Administrator shall not be liable to Provider or any third-party for any termination of Provider's access to the Service.

Agreement Termination

Either party may cancel this Agreement at any time.

Administrator may immediately issue a warning, temporarily suspend, indefinitely suspend, or cancel this Agreement with Provider and Provider's access to the service if, in the sole discretion of Administrator, the Provider breaches this Agreement.

Upon termination of this Agreement, Provider agrees to destroy all materials obtained from use of the Service site, as well as all related documentation, copies, and installations, whether or not made under this Agreement.

The person(s) signing this Agreement warrants that he or she has full authority to do so and that the signature below binds the Provider, including the Provider' s owners, employees, agents and representatives, on whose behalf the person below signs.

Accepted:

Date:

Title

Practice Administrator