

**\*\*BY REGISTERING you are agreeing to the following terms and conditions regarding the Provider Portal\*\***

You, shall mean a contracted physician, or facility, or authorized person employed by a physician or facility contracted by Plan (together, "Provider"), may use this ~~DUHJNUVWOKHURVWOKH6IHOGRRPKQWEDOWBDDQDDUDDQ~~ (together with its subsidiaries, "Plan") Provider Portal (MyHealth Portal) (hereinafter, the "Provider Portal") service only if you agree to the terms and conditions below. You indicate that you understand and agree to follow the terms and conditions by registering (i.e., creating a username and password) and clicking "Yes" to use this Provider Portal. If you do not agree to these terms and conditions, you may not register to use or use the Provider Portal service.

**Use of the Provider Portal Service**

The Provider Portal (MyHealth Portal) provides access to information described below. Provider shall use the Provider Portal solely in connection with health care services to members of Plan. Provider is authorized to use this Provider Portal for the following purposes:

- Online Registration for Login
- PCP Panel Roster with HEDIS/VBP
- Member Eligibility Verification
- Authorization Requests/Status/Determinations
- Claim Status
- Request Demographic/Office Change

Provider shall use this Provider Portal subject to the follow terms:

- These Terms and Conditions, as well as the Terms and Conditions associated with the  [www.DUHJNUVWESPGERPW](http://www.DUHJNUVWESPGERPW) website
- The applicable provisions of Provider's contract with Plan to provide health care services to Plan 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 Plan policies and the provider handbook, and timelines for submission and resubmission of claims;

- 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 Portal Access and Security**

The Provider may access and use this Provider Portal for normal use in connection with health care services to members of Plan. The Provider may not use any device, software, routine, or agent to interfere or attempt to interfere with the proper working of the Provider Portal. 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 their password to or with third parties, or use their password, or allow their 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 their own. Continuous, uninterrupted access to the service is not guaranteed. Numerous actions beyond our control may interfere with the service.

### **Changes to the Provider Portal or these Terms and Conditions**

Plan, or its website administrator may, at any time, make changes to the Provider Portal or these terms and conditions, or any other policies or conditions that govern the use of this Provider Portal at any time. Provider should review these terms and conditions periodically for any updates or changes. Provider's continued maintenance of a valid username and login credentials, and/or continued access or use of the Provider Portal shall be deemed Provider's notification and acceptance of these changes.

### **Use of Provider Portal and Content Ownership**

Plan grants you a personal, nontransferable, nonexclusive, revocable, limited license (the "License") to view the content on the Provider Portal for the sole purposes outlined in these terms and conditions. Plan authorizes you to view, download, and print a reasonable number of copies of the content for your personal use only, but in such case you must reproduce all proprietary copyright and trademark notices.

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### **Limitation of Liability**

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### **Governing Law**

These Terms shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to principles of conflicts of laws.

### **Effective Date**

The effective date of these Terms is January 1, 2016

### **Contact Us**

Please contact us if you have any questions regarding these Terms or the use of the website:

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