



## **TERMS AND CONDITIONS – Provider Portal**

These Terms and Conditions of Use (“Terms and Conditions”) describe the rules for using the Gold Coast Health Plan (also “we,” “us,” “our”) online Provider Portal platform and services (the “Portal”).

Your affirmative act of registering for or using the Portal constitutes your electronic agreement to these Terms and Conditions. If you do not agree to these Terms and Conditions, you may not use the Portal and/or materials on the Portal. The Terms and Conditions may be updated or revised without notice to you. You agree that such modifications will be effective immediately upon posting, and by accessing or using the Portal, you agree to be bound by all of the Terms and Conditions as posted at the time of your access or use.

“You” and “yours” means each individual who is using this website (and the provider or organization that employs them) to establish an authorized account for the provider or organization with GCHP to access and use the Portal. If you, or the organization you belong to, has an existing agreement (“Business Agreement”) with us, your use of the Portal is also subject to the terms and conditions of that Business Agreement, which is incorporated herein by this reference.

### **User ID and Password.**

You must access the Provider Portal only by using your authorized username and password which, from time to time, may be changed by GCHP. You are responsible for the security of your account, including maintaining the confidentiality of your registration and account information, including your username and password. If you believe your password or User ID has been accessed by an unauthorized person, contact us immediately.

Only authorized users may use claims data, referral data, eligibility data, pharmacy data, and other data contained in the Provider Portal. Any use of your account, username or password, and any use of claims data, referral data, eligibility data, pharmacy data, and other data contained in the Provider Portal not expressly authorized in this Agreement is strictly prohibited. You must establish a unique Security Question and Answer. You acknowledge and agree that you are the only individual authorized to use your unique Security Question and Answer, and you are responsible for protecting the confidentiality of your unique Security Question and Answer.

An entity may register to access the Provider Portal, provided, however, that each individual user (a) may access the Provider Portal only by using their own unique authorized username and password which, from time to time, may be changed or reset by GCHP and (b) is subject to the terms of this Agreement.

### **Data and Hardware.**



You agree to regularly back up your own data and maintain adequate records to be able to replicate any data transmitted through the Portal. We disclaim liability for any content of or any errors in the data transmitted through our Portal, or any lost data. You are responsible for obtaining and paying for any hardware, software and/or service necessary to use the Portal.

### **Confidentiality.**

For purposes of this Agreement the term “Confidential Information” includes, without limitation, computer programs, as well as claims data, referral data, eligibility data, pharmacy data, and any other medical data and information (“Medical Information”) contained in, disclosed by, or displayed through the Provider Portal, whether or not labeled as “Confidential Information” or some similar legend.

You may use the Confidential Information for which you are expressly authorized. You shall not access, attempt to access, or use any Confidential Information for which you do not have authorization. In addition, you shall not cause or permit the Provider Portal or any Confidential Information to be accessed or used by any third party via your organization’s access, including without limitation, any Third-Party Vendor. You may use the Provider Portal only to view and process the Confidential Information. You may not use the Provider Portal or Confidential Information for any other purpose or disclose the Confidential Information to any other person or entity except as required or permitted by law.

In addition to your obligations in the Business Agreement regarding such Confidential Information, you agree to maintain the security and privacy of Medical Information in compliance with all applicable privacy and security laws. You shall ensure that access to Medical Information shall be limited to your employees on a “need-to-know” basis and that such information will be used solely for purposes relating to medical treatment, communications with us, and other healthcare operations. You also agree to promptly notify us in the event you become aware of any violations of this provision.

### **Portal Information.**

You agree not to use or disclose any of GCHP business information or information regarding our Portal (including without limitation Confidential Information regarding its functionality, options, etc.) without our prior written permission.

### **Disclaimer of Warranty.**

The claims status, eligibility, and coverage information accessible through the Portal is for your convenience only and is subject to change. Eligibility and coverage terms for individuals you provide health or medical services for are governed by the terms of the Business Agreement, if applicable, between you and us or our affiliate.



Payment of claims is not guaranteed by your use of our Portal, and is governed by the Business Agreement, if applicable, between you and us or our affiliate.

NOTHING IN THESE TERMS AND CONDITIONS ARE MEANT OR IMPLIED TO BE A WARRANTY. YOUR USE OF THE PORTAL IS AT YOUR OWN RISK. THE PORTAL IS MADE AVAILABLE AND PROVIDED ON AN “AS IS” BASIS. WE DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS OF ANY KIND WHATSOEVER WITH REGARD TO THE PORTAL, OR WITH RESPECT TO ANY INFORMATION, PRODUCT, SERVICE, MERCHANDISE OR OTHER MATERIAL PROVIDED ON OR THROUGH THE PORTAL. WE DO NOT GUARANTEE: (I) THE PORTAL WILL BE SECURE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PORTAL, OR ANY SERVERS ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (II) THE ACCURACY, COMPLETENESS, CORRECTNESS, TIMELINESS, OR USEFULNESS OF ANY INFORMATION PROVIDED ON THE PORTAL.

### **Limitation of Liability.**

YOU AGREE THAT WE ARE NOT LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR DAMAGES ARISING OUT OF: (I) THE PORTAL OR THE SERVICES PROVIDED THROUGH THE PORTAL; (II) ANY THIRD PARTY SITES ACCESS THROUGH THE PORTAL OR ANY THIRD PARTY MATERIALS; OR (III) YOUR ACCESS OR USE OF THE PORTAL, INCLUDING ITS SERVICES. This limitation of liability includes any claim based on warranty, contract, tort, strict liability, or any other legal theory.

### **Third Party Sites.**

By accessing this Portal, you may gain access to websites, content, data, information, applications, or materials from third parties, including links to third party websites and applications (“Third-Party Materials”). Such Third-Party Materials are provided solely as a convenience, and you may access them, use them, or rely upon them, solely at your own risk. GCHP hereby disclaims all liability or responsibility to you for any claims arising out of or related to the third-party websites and Third-Party Materials.

### **Rules of Conduct.**

As a condition of using the Portal, you agree that you will comply with all applicable laws and regulations, including Health Insurance Portability and Accountability Act, and all applicable privacy and security laws.

In using the Portal, you also agree that you will not:



- Use the Portal in any way not expressly permitted by these Terms and Conditions or the Business Agreement;
- Remove or alter, any copyright or other proprietary rights or notices on the Portal;
- Misrepresent your identity or provide any false information;
- Interfere with the operation of our Portal;
- Access or attempt to access any portion of our Portal to which you have not been explicitly granted access;
- Share any password with any third parties or use any third party's password;
- Engage in commercial, competitive, or viral messaging, spamming, spimming or sending of unsolicited advertisements, or similar communications, including harmful computer code, viruses, or malware;
- Use of any automated process or scripting, including, but not limited to, artificial intelligence, auto-scripting, screen scraping, web scraping (also referred to as web harvesting or web data extraction), or any other non-human access to or interaction with the Provider Portal to extract information or data from the Provider Portal, unless authorized by GCHP in a separate written agreement;
- Use the Portal in any way that could, in our sole judgment, interfere with any other party's use or enjoyment of the Portal, impair our networks or servers, or expose us or any third party to any claims or liability;
- Use software or other means to access, "scrape," "crawl," or "spider," any web pages or other services from the Portal;
- If you are blocked from the Portal (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking;
- Directly or indirectly authorize anyone else to take actions prohibited in this section; or
- Introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Portal;
- Upload or transmit any communications or content that may infringe or violate any rights of any party; or,
- Use the Portal for any purpose in violation of local, state, national or international laws.

You agree that we may take any actions permitted or required by law (including the suspension or termination of your account or your access to the Portal) if we believe, in our sole discretion, that you are engaging in activities that (i) violate these provisions (or other terms in these Terms and Conditions), (ii) could expose us or our vendors or business partners to liability, or (iii) could harm our business reputation.

You also agree that monetary damages may not provide a sufficient remedy to GCHP for violations of these Terms and Conditions, and you consent to injunctive or other equitable relief for such violations.



### **Breach of Terms and Conditions.**

If you breach any of your obligations under this Agreement, as determined in GCHP' sole discretion, or provide false or inaccurate information when you establish an account, GCHP may notify you of such breach; delete or remove data provided, accessed or processed by you through the Provider Portal; cancel your privileges to access the Provider Portal; block your access to the Provider Portal; notify and send content to, and cooperate with, law enforcement authorities and federal/state regulators; and take any other action GCHP deems appropriate in addition to any other right or remedy at law or in equity that GCHP may have. In addition, to the extent you or your provider site are using the Provider Portal to electronically receive remittance advice or other electronic transactions mandated by law, you agree that suspension or cancellation of your Provider Portal privileges shall not be deemed a failure of GCHP to transmit remittance advice or any other electronic transactions mandated by law.

### **Audits.**

GCHP may conduct routine audits to ensure your compliance with the terms and conditions of this Agreement. In addition, you shall perform internal Provider Portal and Third-Party Vendor application audits of your accounts, usernames, and other account information, not including passwords, to ensure compliance with the Provider Portal password and authorized use requirements specified in this Agreement, as well as compliance with applicable law.

### **Third Party Vendors.**

All agreements between you and any Third Party Vendor or business associate that involve access to the Provider Portal and/or Confidential Information must contain a provision that requires the Third Party Vendor (a) to obtain its own organization account with a unique username and password directly from GCHP to access the Provider Portal and (b) request specific access to your organization's data. GCHP does not assume any responsibility for testing, troubleshooting, or validating any Third-Party Vendor applications. In addition, GCHP does not assume any responsibility for, warrant or guarantee the accuracy, completeness, correctness, timeliness, or usefulness of any Confidential Information that has been modified, manipulated, or otherwise altered by you or any Third-Party Vendor.

### **Termination and Suspension.**

We may cancel, suspend, or block your use of the Portal and/or registration at any time, without cause and/or without notice. You agree that we will not be liable to you or any other party for any termination of your access to the Portal in accordance with these Terms and Conditions. In addition, to the extent you are using the Portal to electronically receive remittance advice or other electronic transactions mandated by law, you agree that suspension or cancellation of your Portal privileges shall not be



deemed a failure of GCHP to transmit remittance advice or any other electronic transactions mandated by law.

### **Indemnification.**

You agree to defend, indemnify, and hold GCHP, its officers, directors, commissioners, employees, agents and representatives, and its successors, assigns, and attorneys harmless from and against any and all claims, proceedings, damages, actions, injuries, liabilities, settlements, losses, costs, and expenses (including attorney's fees and litigation expenses) relating to or arising from (i) your use of or access of the Portal, (ii) any breach by you of these Terms and Conditions, (iii) your violation of any laws and regulations; or (iv) your violation of any third-party right including any copyright, trademark, trade dress, trade secret, or privacy right of content available on the Portal. This indemnification obligation will survive these Terms and Conditions and your use of the Portal.

### **Contact Information.**

If you have any questions about these Terms and Conditions, or your use of this Portal, please contact:

Gold Coast Health Plan  
711 E. Daily Drive, Suite 106  
Camarillo, CA 93010

### **Export Controls.**

You may not use, export, re-export, import, sell, transfer, or proxy our Portal or its content unless such activity is permitted by these Terms and Conditions and such activity is not prohibited by United States law, the laws of the jurisdiction in which you receive services from our Portal, or any other applicable laws and regulations. In particular, but without limitation, the Portal and the services provided by the Portal may not be exported, re-exported or made available in any manner (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

### **Governing Law; Exclusive Venue.**

These Terms and Conditions will be governed by and construed in accordance with the laws of the State of California, without reference to its choice of law rules. By accessing, viewing, or using the Portal or materials contained therein, you consent to the exclusive jurisdiction of the federal and state courts presiding in Ventura County, California.

### **Dispute Resolution.**



You agree to meet and confer in good faith to resolve any disputes that may arise under or in connection with your use of the Portal. You also agree to comply with the Government Claims Act (Government Code Section 900, et. seq.) with respect to any dispute or controversy arising out of or in any way relating to the Portal or these Terms and Conditions (a “Dispute”).

**Miscellaneous.**

These Terms and Conditions, together with any applicable Business Agreement, constitute the entire agreement between you and GCHP with respect to your use of the Portal. A waiver of any breach of any provision of the Terms and Conditions will not be deemed to be a waiver of any repetition of such breach or in any manner affect any other terms of conditions. In the event that any provision of the Terms and Conditions is held to be unenforceable, it will not affect the validity of enforceability of the remaining provisions. You acknowledge that, in providing you access to and use of the Portal, GCHP has relied on your agreement to be legally bound by these Terms and Conditions.