

CareFirst BlueCross BlueShield Community Health Plan Maryland (CareFirst CHPMD)

****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 CareFirst CHPMD (together, "Provider"), may use this CareFirst CHPMD (together with its subsidiaries 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 CareFirst CHPMD. 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.CareFirstchpmd.com website;
- The applicable provisions of Provider's contract with CareFirst CHPMD to provide health care services to CareFirst CHPMD 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 CareFirst CHPMD 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 CareFirst CHPMD. 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

CareFirst CHPMD, 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

CareFirst CHPMD 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. CareFirst CHPMD 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.

All rights of ownership, including the content, and all intellectual property rights, including all copyright and trademark rights therein shall remain with CareFirst CHPMD, and/or its affiliates and vendors. No ownership interest is transferred to you or any user of this Provider Portal

through the granting of the License. Unauthorized use of this Provider Portal may result in a violation of this License, and may violation copyright, trademark and other laws.

Limitation of Liability

NO LIABILITY. CAREFIRST BLUECROSS BLUESHIELD COMMUNITY HEALTH PLAN MARYLAND, AND ITS SUBSIDIARIES AND AFFILIATES, INCLUDING ITS DIRECTORS, OFFICERS, AND AGENTS, WILL IN NO EVENT, BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, AND LOST PROFIT DAMAGES, INCLUDING BUSINESS INTERRUPTION AND LOSS OF DATA, IN CONNECTION WITH THE USE OR INABILITY TO USE THIS PROVIDER PORTAL OR ITS CONTENT, EVEN IF WE ARE EXPRESSLY AWARE AND ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, AND/OR OTHER LEGAL THEORY.

NO WARRANTY. THIS PROVIDER PORTAL AND ITS CONTENT IS PROVIDED TO YOU ON AN "AS IS" BASIS. THE COMPANY, ITS SUBSIDIARIES AND AFFILIATES, AND ALL THIRD PARTIES ASSOCIATED WITH THE HOSTING A PROVIDING OF CONTENT FOR THIS PROVIDER PORTAL, HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE; NOT INCLUDING THE WARRANTIED OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTIES, AND FITNESS FOR A PARTICULAR PURPOSE.

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:

CareFirst BlueCross BlueShield Community Health Plan Maryland
Compliance Department
PO Box 915
Owings Mills, MD 21117

CareFirst BlueCross BlueShield Community Health Plan Maryland is the business name of CareFirst Community Partners, Inc. an independent licensee of the Blue Cross and Blue Shield Association. BLUE CROSS®, BLUE SHIELD® and the Cross and Shield Symbols are registered service marks of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans.