

ACCESS RMHP USER AGREEMENT FOR PROVIDERS

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PRIVACY; CONFIDENTIALITY; SECURITY.

Privacy of Your Information. RMHP may use the information that it obtains about You, including your IP address, name, mailing address, email address and use of the Web Site, for its internal business and marketing.

Confidentiality & Security.

- A. Account Administrator and Authorized Users.** You agree to establish and identify an "Account Administrator" who must be authorized to access certain portions of the Web Site in order to perform account administration and access private and confidential information. The Account Administrator is the only person who may act on your behalf to establish and identify other persons ("Authorized Users") who may access the Web Site as information in some

instances is considered to be private and confidential in nature. You must contact RMHP if it becomes necessary to request a change of your Account Administrator, and You agree to cooperate with RMHP's reasonable requirements in order to verify that the request is valid and appropriately authorized. Only authorized agents, employees, or third parties acting on behalf of You may be identified as Authorized Users that are permitted to access information and Material from this Web Site. The Account Administrator and all Authorized Users must protect against unauthorized disclosures and appropriately handle the information they view. The Account Administrator shall manage access rights for such Authorized Users by removing access rights when a particular Authorized User no longer needs access in order to act on your behalf. Regardless, RMHP may terminate or suspend any Account Administrator or Authorized User's right to access the Web Site at any time, with or without cause, and without any prior written notice. You shall ensure that all Account Administrators and Authorized Users are aware of and comply with the terms of this User Agreement, and have entered necessary agreements including HIPAA compliant "business associate agreements" when appropriate.

- B. Non-Compliance.** Non-compliance by You, the Account Administrator or an Authorized User with the Confidentiality and Security provisions of this User Agreement could result in sanctions and corrective action, including revoking access, suspended privileges, and requirements to mitigate potential harm to RMHP members, business associates, and customers or your patients.
- C. Compliance with Applicable Law.** You agree to comply with all state, federal or local laws regarding privacy and confidentiality. In particular, whether or not You are a "covered entity," as that term is defined under the Health Insurance Portability and Accountability Act of 1996, as amended and regulations promulgated thereunder (collectively "HIPAA"), You agree to abide by HIPAA in all respects with respect to "protected health information," "electronic protected health information" and "individually identifiable health information," as those terms are defined in HIPAA (but without respect to whether such information is in electronic or non-electronic form) (collectively "PHI") that You create, receive, use, disclose, maintain, or transmit in connection with the Web Site.
- D. Security.** RMHP has implemented a variety of technical measures in order to protect against unauthorized access to sensitive information. These measures include, but are not limited to, authentication, encryption, audit controls, and data integrity. This Web Site and its web server is secured (note the <https://URL location field>). Your IDs and passwords, monitored for utilization and access, add an additional layer of authentication; You agree to safeguard this personal information. You shall implement appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that You create, receive, maintain, or transmit in connection with the Web Site. Such administrative, physical, and technical safeguards shall be implemented in order to prevent any use or disclosure of the PHI other than those permitted under HIPAA.

- E.** Whether or not You are a “covered entity,” as that term is defined in HIPAA, You agree to abide by HIPAA in all respects with respect to PHI that You create, receive, use, disclose, maintain, or transmit in connection with the Web Site.
- F.** Notification of Breach of Confidentiality or Security. You will notify RMHP within five days of any security incident or any other use or disclosure of PHI not permitted by or contrary to the terms of HIPAA of which You become aware.

LINKS TO OTHER SITES.

The Web Site may contain links to third party Web sites. These links are provided solely as a convenience to You and not as an endorsement by RMHP of the contents on such third-party Web sites. RMHP is not responsible for the privacy policies, content of linked third-party sites and makes no representations or warranties regarding the content or accuracy of information or data on such third party Web sites.

You shall not provide a link to the Web Site without RMHP’s express written permission.

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You agree to defend, indemnify, and hold harmless RMHP, its officers, directors, employees and agents, from and against any liabilities, claims or fines asserted against RMHP by any regulatory agency under federal, state or local law, resulting from your access or attempted access to the Web Site, your use of the Material (including any software) or of any PHI that you create, receive, use, disclose, maintain, or transmit in connection with the Web Site in breach of the terms of this Agreement

LIMITATIONS.

The descriptions of products and services contained on the Web Site are offered as a convenience to You and do not contain all of the terms, conditions, limitations and exclusions that may be applicable. Use of the Web Site and access to the Material and information presented do not create or represent a guarantee of benefits or payment. All

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TERMINATION.

RMHP may terminate or limit your access or usage of the Web Site and the Material at any time without notice. In the event that RMHP terminates this Agreement, You shall destroy any copies of the Material which You have downloaded and shall relinquish any passwords or codes You maintain in connection with the Web Site.

GENERAL.

This Agreement is governed by the internal substantive laws of the State of Colorado. By accessing and using the Web Site, You consent to the jurisdiction of the state courts located in Colorado and to the application of the laws of such state to disputes arising under this Agreement. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.

Except as expressly provided in any software license or material on particular Web pages, this Agreement constitutes the entire agreement between You and RMHP with respect to the use of the Web Site. RMHP may make changes to this Agreement at any time by providing notice to You (posting such change to the Web Site for You to view shall constitute such notice). You shall be required to accept such change as a condition to receiving ongoing access to the Web Site. Any changes to this Agreement requested by You must be made in writing, signed by an authorized representative of RMHP.

Neither RMHP nor You shall be responsible for delays or failures in performance resulting from acts or events beyond the control of either party, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power, supply or communications or natural disasters.

IT IS UNLAWFUL TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING OR ATTEMPTING TO DEFRAUD THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, DENIAL OR INSURANCE AND CIVIL DAMAGES. ANY INSURANCE COMPANY OR AGENT OF AN INSURANCE COMPANY WHO KNOWINGLY PROVIDES FALSE, INCOMPLETE OR MISLEADING FACTS OR INFORMATION TO A POLICYHOLDER OR CLAIMANT WITH REGARD TO

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SHALL BE REPORTED TO THE COLORADO DIVISION OF INSURANCE
WITHIN THE DEPARTMENT OF REGULATORY AGENCIES.**