

## CHCN Connect Terms of Use

**Last updated on April 5, 2017**

THE TERMS AND CONDITIONS SET FORTH BELOW (the “**Terms**”) GOVERN YOUR USE OF THE SITE (AS DEFINED BELOW) AND THE WEB-BASED SERVICE (A SECURE PLATFORM TO ACCESS CHCN MANAGED CARE INFORMATION AND VARIOUS SERVICES) MADE AVAILABLE TO YOU ON OR THROUGH THE SITE (the “**Service**”). THESE TERMS ARE A LEGAL CONTRACT BETWEEN AN AUTHORIZED CHCN MEMBER HEALTH CENTER OR BUSINESS PARTNER, INCLUDING ITS EMPLOYEES, STAFF, OR AGENTS (“**You**”) AND COMMUNITY HEALTH CENTER NETWORK (“**CHCN**”, “**we**” or “**us**”) AND GOVERN YOUR ACCESS TO, AND USE OF, THE CHCN CONNECT WEBSITE LOCATED AT PORTAL.CHCNNETWORK.ORG, CHCNNETWORK.ORG OR ANY OTHER CHCN WEBSITE OR SUBSITE (COLLECTIVELY, the “**Site**”) TO WHICH THESE TERMS ARE INTENDED TO APPLY. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE SITE, ANY SERVICES MADE AVAILABLE THROUGH THE SITE OR ANY INFORMATION CONTAINED ON THE SITE. BY USING THE SITE AND/OR SERVICE, YOU SHALL BE DEEMED TO HAVE AGREED TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW.

CHCN MAY MAKE CHANGES TO THE CONTENT AND SERVICES OFFERED ON THE SITE AT ANY TIME. CHCN CAN CHANGE, MODIFY OR ADD OR REMOVE PROVISIONS OF THESE TERMS AT ANY TIME BY POSTING UPDATED TERMS OF USE ON THE SITE AND/OR BY PROVIDING YOU WITH NOTICE OF SUCH CHANGES BY EMAIL. IF ANY CHANGE, MODIFICATION, ADDITIONAL PROVISION OR REMOVAL OF A PROVISION IS UNACCEPTABLE TO YOU, YOU SHALL CEASE USING THE SITE AND THE SERVICE. IF INSTEAD, YOU CONTINUE TO USE THE SITE AND/OR SERVICE, YOU WILL BE CONCLUSIVELY DEEMED TO HAVE ACCEPTED THE CHANGE.

### **NO UNLAWFUL OR PROHIBITED USE**

As a condition of Your use of the Site and/or Service, You warrant to CHCN that You will not use the Site and/or Service for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, impair or interfere with the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

You are responsible for maintaining the confidentiality of your CHCN Connect password and You are solely responsible for all activities that occur using Your password. You agree not to share your password, let anyone else access your CHCN account or do anything else that might jeopardize the security of your CHCN account. You agree to promptly notify us if your password is lost, stolen or disclosed to an unauthorized third party; if there is any unauthorized use of your password; or if you know of (or suspect) any other breach of security in relation to the Site or Service.

### **MATERIALS**

The information, documents, content, data, products, services, logos, graphics, images, software, technology, and know-how made available to you on the Site and through the Service, except to the extent your Company or a patient owns any health, personal or other confidential information in accordance with applicable law (together, the “**Materials**”) are the copyrighted and/or trademarked work of CHCN and/or its suppliers, or are otherwise subject to CHCN’s and/or its suppliers’ other intellectual property or other proprietary rights, including without limitation, patent and trade secret rights.

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#### **POLICIES AND PROCEDURES/COMPLIANCE**

You shall comply with all policies and procedures of CHCN applicable to Your access to the Site or Service as such policies and procedures may be developed or amended from time to time (collectively, the "CHCN Policies and Procedures") which are made a part of these Terms by reference. You shall be responsible for and shall require all Your employees and agents to comply with all applicable requirements of the CHCN Policies and Procedures and with any other applicable terms and conditions of this Agreement.

You represent and warrant to CHCN that You will use the Site and Service in compliance with all applicable laws and regulations including, without limitation, all data protection laws and requirements relating to prohibitions on the use of telecommunications systems or computer networks to transmit illegal, threatening, libelous, harassing, other offensive messages, or other unlawful material.

You are responsible for your own compliance obligations under federal or state laws or regulations governing the privacy, confidentiality, or security of protected health information, including without limitation, the California Confidentiality of Medical Information Act, Cal. Civ. Code 56-56.37, and the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

#### **SECURITY**

Each Party is solely responsible for the security and integrity of its own computer systems, including without limitation, any defects (i.e., "bugs/viruses") which are imported to its network through the Internet. You shall comply with all security measures and controls specified in the CHCN Policies and Procedures. If You discover or suspect unauthorized use of or access to the Site or Service, You shall immediately notify CHCN of such breach, and shall take any actions necessary to preserve forensic evidence and to identify, mitigate and remediate the cause of the breach.

#### **INDEMNIFICATION**

You shall defend, indemnify, and hold CHCN, its affiliates, officers, directors, employees and agents harmless from and against any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including without limitation any reasonable attorneys' fees and costs that CHCN may incur directly or

indirectly resulting from any actions or omissions of You and Your employees, agents, or subcontractors, based on Your failure to perform your obligations under these Terms or their negligent or intentional acts or omissions.

### **DISCLAIMER OF WARRANTIES**

Your use of the Site, Service and any other information you obtain through the Site or Service is entirely at your own risk. The information and Services included in or available through the Site have not been verified or authenticated in whole or in part by CHCN, and they may include inaccuracies of typographical or other errors. CHCN does not warrant the accuracy, appropriateness or timeliness of the Service, or other information contained on, or accessible from, the Site or through the Service. CHCN has no liability for any errors or omissions in the Site, Service, or other information, whether provided by CHCN or our suppliers.

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TO THE EXTENT APPLICABLE, YOU AND YOUR COMPANY AGREE THAT IT WILL EXERCISE INDEPENDENT MEDICAL JUDGMENT IN RENDERING HEALTH CARE SERVICES TO PATIENTS. IN THE EVENT THAT THE SITE, SERVICE, OR ANY REPORT OR INFORMATION GENERATED BY THE SITE OR SERVICE IS USED IN CONNECTION WITH ANY DIAGNOSIS OR TREATMENT BY YOU, YOUR COMPANY, AND/OR ANY PHYSICIANS, EMPLOYEES OR AGENTS, YOU ACKNOWLEDGE AND AGREE THAT CHCN IS NOT LIABLE NOR RESPONSIBLE IN CONNECTION THEREWITH, INCLUDING RESPONSIBILITY FOR INJURY, DAMAGE AND/OR LOSS RELATED TO YOUR OR YOUR COMPANY'S USE OF THE SERVICE TO PROVIDE SUCH DIAGNOSIS OR TREATMENT.

### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL CHCN AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, REVENUE OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CHCN OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR

WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **TERMINATION**

CHCN reserves the right to terminate your access to and use of any or all of the Site or Service at any time with or without notice for any reason. All terms and conditions of these Terms which by their nature are intended to survive, will survive the termination of your use of the Site and Service, including without limitation, all terms which address the protection of CHCN's intellectual property rights, disclaimer of warranties, limitations of liability, and your representations.

#### **GENERAL**

To the maximum extent permitted by law, the Terms are governed by the laws of the State of California, U.S.A., and you hereby consent to the exclusive jurisdiction and venue of courts in Alameda County, California, U.S.A. in all disputes arising out of or relating to the use of the Site and Service. You agree that no joint venture, partnership, employment, or agency relationship exists between you and CHCN as a result of this agreement or use of the Site. CHCN's performance of this agreement is subject to existing laws and legal process, and nothing contained in the Terms is in derogation of CHCN's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by CHCN with respect to such use. If any part of the Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect. Unless otherwise specified herein, the Terms constitutes the entire agreement between you and CHCN with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and CHCN with respect to the Site.

#### **CONTACT US**

If You have any questions about these Terms or would otherwise like to contact CHCN for any reason, You can reach us be contacting us at [portalsupport@chcnetwork.org](mailto:portalsupport@chcnetwork.org) or writing to us at CHCN, 101 Callan Avenue, Suite 300, San Leandro, CA 94577.