

Website Terms of Use

This Website ("Site") is owned and operated by Samaritan Health Services, Inc. ("SHS"), including but not limited to Samaritan Health Plans, Inc. and Intercommunity Health Plans, Inc.

Please read these Terms of Use ("Terms") carefully before using this Site.

1. PERMISSIBLE USE

You wish to use this Site to verify eligibility, benefits and claims status of a SHS member for whom services are provided or any other health care operation authorized by SHS under these Terms provided below ("Electronic Services").

If granted access to this Site, you will have access to limited INFORMATION, the content solely determined by SHS, via an electronic connection. INFORMATION is defined as individually identifiable information regarding a member/patient including, but not limited to, the member/patient's name, address, phone number, family members, health status, claims history, benefit levels and eligibility. INFORMATION shall also include software applications that transmit individually identifiable information of a member/patient.

You represent and warrant to us that: (A) you are who you portray yourself to be when you use this Site; (B) your use of this Site has been authorized; (C) you will use this Site only in connection with doing business with SHS and in a way that does not disrupt the network connected to this Site; and (D) you have obtained the necessary and proper authorizations required for you to view, send and/or receive the INFORMATION through this Site.

INFORMATION is the property of SHS. You agree not to retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the INFORMATION in any manner nor use the INFORMATION for any unlawful purpose. This applies to any individually identifiable information whether in electronic, written, printed or verbal form. You agree to comply with the Health Insurance Portability and Accountability Act of 1996 and related privacy laws, including but not limited to state law, as applies to INFORMATION.

You agree to follow the security and privacy protocols established by SHS to ensure that all Electronic Services transactions are authorized and to protect all member-specific INFORMATION from improper access.

You will maintain confidentiality of logon identifications and passwords and prevent any unauthorized individual(s) from accessing the Electronic Services and/or using INFORMATION in a manner contrary to these Terms. You also agree not to share your logon identifications and passwords with anyone else.

You will ensure that the INFORMATION is used only in conducting business operations with SHS. You will prevent the unauthorized disclosure of any INFORMATION obtained through the Electronic Services. You will maintain as confidential all INFORMATION concerning any individual obtained through the use of the Electronic Services. SHS reserves the right to monitor and audit the usage of this Site by you.

You agree to immediately notify SHS if you become aware of any of the following: (A) Any loss or theft of access codes or passwords; (B) Any unauthorized use of any access codes or passwords; (C) Any unauthorized use of the Electronic Services; (D) Any loss, theft or unauthorized use of the INFORMATION; or (E) Any loss or theft of hardware which contains the INFORMATION.

You further agree to make any and all reasonable efforts to correct or mitigate the effects of any such occurrences and to prevent reoccurrence.

2. MODIFICATIONS TO TERMS

SHS may change these Terms from time to time. Please review these Terms periodically for any updates or changes. Your continued use of this Site following the posting of any updates or changes to these Terms constitutes your acceptance of such changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to immediately terminate use of the Site.

3. TERMINATION OF SITE/MODIFICATIONS TO SITE

SHS reserves the right to modify or terminate your access to the Site at any time, temporarily or permanently, with or without notice to you. SHS may also impose limits on certain features, restrict your access to parts or all of this Site without notice or liability. You acknowledge and agree that SHS will not be liable to you or any third party in the event that SHS exercises its right to modify or terminate access to this Site or portions of this Site.

4. TYPOGRAPHICAL ERRORS

SHS's goal is to provide complete, accurate, up-to-date INFORMATION on SHS's Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. This Site may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. SHS therefore reserves the right to correct any errors, inaccuracies or omissions and to change or update Information at any time without prior notice.

5. DISCLAIMER

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THIS SITE AND ALL INFORMATION PROVIDED ON THIS SITE, ARE PROVIDED ON AN "AS IS, WHERE IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. SHS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SHS MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION, THAT: (A) THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THE INFORMATION WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE OR ACCURATE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR THE ELECTRONIC SERVICES OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY INFORMATION OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; OR (E) THAT DEFECTS, IF ANY, WILL BE CORRECTED.

6. LIMITATION OF LIABILITY

IN NO EVENT SHALL SHS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, INCREASED OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM YOUR ACCESS TO OR INABILITY TO ACCESS, OR USE OF, THIS SITE OR THE ELECTRONIC SERVICES PROVIDED IN CONNECTION WITH THIS SITE, EVEN IF SHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

7. INDEMNITY

You agree to indemnify, defend and hold SHS its affiliates, shareholders, directors, officers, subsidiaries, parents, employees and agents, harmless from any claim, demand, liability, dispute, damage, cost, expense, or loss, including attorneys' fees and costs of litigation, arising out of or in any way related to your use of or access to this Site, the Electronic Services, and the INFORMATION, including any use by your employees, your violation of these Terms or your violation of any rights of another.

8. ACKNOWLEDGEMENT

You acknowledge: (A) that you have read and understood these Terms; and (B) that these Terms have the same force and effect as a signed agreement.

9. GENERAL

In the event that any provision of these Terms is found invalid or unenforceable, it will be enforced to the extent permissible and the remainder of these Terms will remain in full force and effect. SHS's failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. In the event of a breach of these Terms, SHS will be entitled to injunctive relief in addition to all other remedies provided under these Terms or available at law. These Terms will be governed by and construed in accordance with the laws of the State of Oregon without regard to its choice of law provisions. You submit to the exclusive jurisdiction of the courts in the State of Oregon. These Terms as posted by SHS on this Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter. The covenants, agreements, representations, and warranties of each of the parties in these Terms shall survive the termination of these Terms and shall be enforceable thereafter in accordance with their terms.

10. CONTACT INFORMATION

If you have any questions about these Terms, the practices of SHS or your dealings with this Site, please contact us through the address below.

Address:

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