

# Sharp Health Plan

## Employer SharpConnect Access Registration Agreement and Terms of Use Disclaimer

### **Purpose**

This Electronic Agreement is made by and between Sharp Health Plan and the Employer Group listed on the SharpConnect Registration form included on the Master Application. Sharp Health Plan agrees to permit access by the Employer Group (to the extent herein specified) to certain Sharp Health Plan online electronic records for the purpose of viewing the Employer Group's billing and eligibility related information, conducting billing related transactions and performing certain other specified transactions on behalf of the Employer Group's employees and/or members. In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

### **Definitions**

Electronic Signature: Electronic Signature means a substitute for a written signature that is transmitted via an electronic medium. For the purpose of this Agreement, the Electronic Signature is comprised of a User ID and Password.

Employer Group Authorized Representative: Employer Group Authorized Representative ("Authorized Representative") means a person who is employed by, the broker of, or otherwise selected by the Employer Group and who has been granted authority by the Employer Group Designated Administrator to conduct certain specified transactions on the SharpConnect system on behalf of the Employer Group in accordance with the access rights granted to the Authorized Representative by the Designated Administrator. The Employer Group may select more than one Authorized Representative.

Employer Group Designated Administrator: Employer Group Designated Administrator ("Designated Administrator") means a person who is employed by, the broker of, or otherwise selected by the Employer Group and who is granted primary access to the SharpConnect online account management system. The Designated Administrator has authority to register Employer Group Authorized Representative(s) ("Authorized Representative") and assign access levels to those Authorized Representatives to conduct transactions on the Employer Group's behalf. The Employer Group may select more than one Designated Administrator.

Online Account Management: Online Account Management means an interactive Internet process provided by Sharp Health Plan via the SharpConnect system to conduct transactions such as: conducting enrollment changes; viewing Employer Group billing information and viewing member eligibility, depending on access level granted by the Employer Group.

SharpConnect: SharpConnect is the online Internet portal provided by Sharp Health Plan to provide Online Account Management for Employer Groups as a component of the Web Site tools offered by Sharp Health Plan under the website [www.sharphealthplan.com](http://www.sharphealthplan.com)

### **Obligations of Sharp Health Plan**

Access to Online Account Management: Sharp Health Plan shall, subject to the terms of this Agreement, make available to the Designated Administrator and any Authorized Representative(s), through the SharpConnect Online Account Management system, services and information for which access is authorized.

Privacy and Security: Sharp Health Plan agrees to take reasonable security measures, in compliance with applicable state and federal laws, to safeguard the assigned usernames and passwords utilized in the SharpConnect system and to maintain the security and privacy of the information contained on the SharpConnect Online Account Management system.

### **Obligations of Employer Group**

Authorized Transactions: Employer Group represents and warrants that it will not engage in any transaction on behalf of a member unless it has authority to do so. Employer Group assumes all liability for any changes made in the SharpConnect Online Account Management system by the Designated Administrator, Authorized Representative, or any third party, whether authorized or unauthorized.

Privacy and Security: Employer Group shall comply with all laws, state and federal, dealing with employee and/or member records and personal privacy information. Employer Group will maintain the confidentiality of such records and information for the benefit of the employee and/or member as is required by law.

Electronic Signature: Employer Group understands that User IDs and Passwords constitute an "Electronic Signature" for purposes of Online Account Management. Employer Group understands that the Designated Administrator and Authorized Representative(s) are responsible for securing their Electronic Signatures and Passwords so that access to SharpConnect is not permitted by any person who does not have authorization to engage in a transaction pursuant to this Agreement.

Notifications: The Designated Administrator shall immediately notify Sharp Health Plan in the case of a suspected breach of the security of the Employer Group's Designated Administrator and Authorized Representative(s) Electronic Signature and/or Password. The Employer Group shall immediately notify Sharp Health Plan when any of the authorities given to the Designated Administrator or Authorized Representative under this agreement should be modified or terminated (e.g. termination of a Designated Administrator or Authorized Representative's employment).

### **Term and Termination**

Term: This Agreement shall become effective upon Employer Group's execution of the SharpConnect Web Account Request Form and this Agreement. Unless otherwise terminated as provided per the provision entitled "Termination" below, this Agreement shall terminate automatically upon the termination or expiration of the Group Agreement for health care benefits between Sharp Health Plan and Employer Group.

Group Name: \_\_\_\_\_

**Termination:** Sharp Health Plan may terminate this Agreement at any time by providing Employer Group with prior written notice.

**Other Terms**

**Indemnification:** Employer Group shall indemnify, defend and hold Sharp Health Plan, its officers, directors, employees and agents harmless for any loss or damages including, without limitation all costs and attorneys fees arising from any act or omission of Employer Group, its employees or agents, including but not limited to, unauthorized disclosure of User IDs, Passwords, and other security access codes, its failure to prevent access or use of the system by any third party or unauthorized employee and from any unauthorized transactions. Employer Group shall indemnify Sharp Health Plan against any and all damages, costs and reasonable attorney’s fees which may result from Employer Group’s disclosure of Sharp Health Plan’s or the Employer Group’s proprietary and confidential information in violation of this Agreement.

**Incorporation by Reference:** In addition to the Employer Group’s in force Group Agreement with Sharp Health Plan, Sharp Health Plan’s *Web Site Terms and Conditions of Use Policy* and Sharp Health Plan’s *Web Site Privacy Policy* are herein incorporated by reference into the terms of this Agreement. Employer Group agrees to be bound to the provisions of the aforementioned Agreements in addition to this Agreement as a condition of use of the SharpConnect Web Site. Use of the SharpConnect Web Site constitutes Employer Group’s agreement to be bound to all provisions.

**Choice of Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the state of California without regard to its choice of law provisions.

**Executed on the dates set forth below and effective as of the date set forth by Sharp Health Plan below:**

**Employer Group**

Group Name: \_\_\_\_\_

Group Address: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Group Name: \_\_\_\_\_

**DESIGNATED ADMINISTRATOR(S)**

Name of the assigned Designated Administrator [Primary]:

Print Name: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship of Designated Administrator (Check One):

- Group Employee**
- Broker**
- Other (specify role/relationship):** \_\_\_\_\_

**Designated Administrator (Primary)**

I hereby certify under penalty of perjury that I am either employed by, or the broker of, or otherwise designated and authorized by the Employer Group listed above to conduct the transactions outlined in this Agreement on behalf of Employer Group. In addition, I certify that I agree to be bound to all terms of this Agreement and that any person I register as an Authorized Representative is authorized to conduct the transactions specified in the access rights granted to that Authorized Representative.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name of the assigned Designated Administrator [Additional]:

Print Name: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship of Designated Administrator (Check One):

- Group Employee**
- Broker**
- Other (specify role/relationship):** \_\_\_\_\_

**Designated Administrator (Additional)**

I hereby certify under penalty of perjury that I am either employed by, or the broker of or otherwise designated and authorize by the Employer Group listed above to conduct the transactions outlined in this Agreement on behalf of Employer Group. In addition, I certify that I agree to be bound to all terms of this Agreement and that any person I register as an Authorized Representative is authorized to conduct the transactions specified in the access rights granted to that Authorized Representative.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Group Name: \_\_\_\_\_

**OTHER AUTHORIZED REPRESENTATIVE(S) FORM**  
**Sharp Health Plan Employer SharpConnect Access Registration**

The Authorized Representatives listed below have been designated and authorized by a Designated Administrator to have access to SharpConnect.,

Authorized Representative: \_\_\_\_\_  Group Employee  
 Broker  
 Other

Access Level (select one)

Group Employee	Broker	Other
<input type="checkbox"/> Administrator <input type="checkbox"/> View Only	<input type="checkbox"/> Administrator <input type="checkbox"/> View Only <input type="checkbox"/> No Access	<input type="checkbox"/> Administrator <input type="checkbox"/> View Only

Authorized Representative: \_\_\_\_\_  Group Employee  
 Broker  
 Other

Access Level (select one)

Group Employee	Broker	Other
<input type="checkbox"/> Administrator <input type="checkbox"/> View Only	<input type="checkbox"/> Administrator <input type="checkbox"/> View Only <input type="checkbox"/> No Access	<input type="checkbox"/> Administrator <input type="checkbox"/> View Only

Authorized Representative: \_\_\_\_\_  Group Employee  
 Broker  
 Other

Access Level (select one)

Group Employee	Broker	Other
<input type="checkbox"/> Administrator <input type="checkbox"/> View Only	<input type="checkbox"/> Administrator <input type="checkbox"/> View Only <input type="checkbox"/> No Access	<input type="checkbox"/> Administrator <input type="checkbox"/> View Only

**Access Level Descriptions**

**Administrator Access:** View Employer Group billing summary, view member eligibility, and conduct enrollment updates (initial, changes, terminations)

**View Only Access:** View Employer Group billing summary, and view member eligibility.