

Tri-Counties Regional Center
AGREEMENT FOR USE OF THE SERVICE PROVIDER PORTAL

This agreement ("Agreement") is between Service Provider ("Provider"), and Tri-Counties Regional Center ("TCRC"). Provider must accept the terms of this Agreement before accessing or otherwise using the Service Provider Portal ("Portal").

The Service Provider Portal is an online tool, developed by SANDIS of the San Diego-Imperial Counties Developmental Services, Inc., for Providers to access up-to-date authorization and payment information regarding their transactions with TCRC and the persons served by Providers. After the authorization is approved per TCRC's policies and procedures, it will be available to Providers within one working day.

1. Provider shall receive Purchase of Services (POS) authorizations by e-mail or by accessing the online Portal in lieu of U.S.P.S. mail.
2. Provider agrees to the Terms and Conditions of the Authorization to Purchase Services available on the Portal, TCRC's website at www.tri-counties.org or via e-mail upon request.
3. Provider agrees the Portal will be checked by Provider on a regular basis to ensure authorizations are retrieved in a timely manner.
4. Provider agrees to comply with Welfare and Institutions Code Section 4514, Health Insurance Portability and Accountability Act (HIPAA), and all other applicable state and federal statutes and regulations regarding confidentiality of person served information.
5. Provider accepts that this agreement is conditional and may be terminated at any time at the sole and absolute discretion of TCRC with or without cause. Upon termination of this agreement, TCRC shall provide authorizations and/or turnaround invoices by e-mail, U.S.P.S. mail or other methods as determined by TCRC.
6. Provider is solely responsible for (i) maintaining the confidentiality and security of password(s), account number(s), login information, and any other security or access information, used by Provider to access the Portal; and (ii) preventing unauthorized access to or use of the information that is available on the Portal. Provider agrees to notify TCRC in writing for a request to change encryption passwords only. Change requests for new encryption passwords will not be accepted by telephone. Provider will maintain their own IDs and associated passwords and email addresses. Provider is responsible for providing access and assigning passwords to other users under Provider's account, and ensuring that such authorized users comply with this Agreement. Provider agrees to immediately notify TCRC if Provider becomes aware of any loss, theft or unauthorized use of any Provider's access information.
7. TCRC or SANDIS shall have the right, in its sole discretion and with reasonable notice posted on the Portal and/or sent to Provider's email address, to revise, update, or otherwise modify the Portal or procedures. TCRC or SANDIS reserve the right to make any such changes effective immediately to maintain the security of the system or Provider's access information or to comply with any laws or regulations, and to notice Provider electronically within thirty (30) days after such change. TCRC or SANDIS may, from time to time, perform maintenance upon the Portal resulting in interrupted service, delays or errors in use of the Portal.
8. The Portal may contain or reference links to websites operated by third parties ("Third Party Websites"). These links are provided as a convenience only. Such Third Party Websites are not under the control of TCRC or SANDIS. TCRC or SANDIS is not responsible for the content of any Third Party Website or any link contained in a Third Party Website. Access to any Third Party Website is at Provider's own risk.
9. The Portal is provided on an "as-is" and "as available" basis and, to the maximum extent permitted by applicable law, TCRC, its affiliates, licensors, third-party content or providers, (collectively, "suppliers") disclaim all guarantees and warranties, express, implied or statutory, regarding the Portal, including any warranty of fitness for a particular purpose, title, merchantability, and non-infringement. TCRC does not warrant that the software or services are secure or free from bugs, viruses, interruption, errors, identity theft, threat of hackers, other program limitations, or that the software or services will meet Provider's requirements. TCRC attempts to ensure that the data stored on TCRC's servers is safe and secure by employing reasonable, industry-recognized security and virus safeguards, and conducting routine system maintenance and monitoring.

10. The entire cumulative liability of TCRC and its suppliers for all matters arising from or relating to this agreement shall be limited to \$300.00. To the maximum extent permitted by applicable law, TCRC and its suppliers shall not be liable for any indirect, special, incidental, exemplary, or consequential damages or for any damages relating to loss of business, telecommunication failures, loss, corruption, security or theft of data, viruses, spyware, loss of profits or investment, or the like, whether based in contract, tort (including negligence), product liability or otherwise, even if TCRC, its suppliers or its suppliers have been advised of the possibility of such damages, and even if a remedy set forth herein is found to have failed of its essential purpose.

11. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY ("CONSENT")

- a. Consent to Electronic Communications. Provider agrees that TCRC may send communications to you by email and/or may make communications available to you by posting them on the Portal or TCRC's website at www.tri-counties.org. The term "Communications" means any notice, record, agreement, or other type of information that is made available in connection with the Portal and related online services. Provider agrees to review and comply with all such communications in a timely manner.
- b. Hardware and Software Requirements. To access the Portal and retain an electronic record, Provider will need a computer with connection to an Internet Provider, Internet browser software that supports 128-bit encryption, and an e-mail address.
- c. Changes to Email Address. Provider shall notify TCRC promptly of any change in Provider's email address.

12. TCRC shall have the right, to change or add to the terms of this Agreement at any time, and TCRC or SANDIS shall have the right to change, delete, discontinue, or impose conditions on any feature or aspect of Portal upon notice by any means TCRC or SANDIS determines in its discretion to be reasonable, including posting such notice on the Portal or TCRC's web site.

13. This agreement shall be effective upon receipt by TCRC of this signed agreement.

Provider Contact Information (Please Note: A separate form is required for each Tax Identification Number (**TIN**)):

Vendor Name: _____

Vendor #: _____ TIN/SSN: _____

Contact Name: _____

Email Address: _____

(print clearly)

Phone: _____

Encryption Passwords for Authorizations: _____

Record this password. You will not be able to open the authorization documents without it. Passwords are case sensitive and have a maximum of 10 characters.

Provider hereby acknowledges that he/she has read, understands and agrees to abide by this Agreement:

Title of Authorized Representative: _____

Name of Authorized Representative: _____
(Please Print)

Signature Authorized Representative: _____

Date:

Please return this form to TCRC ASAP. Fax: 805-456-0316

Scan: ahannah@tri-counties.org