



## **Penalties for Violations of Health Plan of Nevada, Inc.'s ("HPN") and Sierra Health and Life Insurance Company, Inc.'s ("SHL") Online Provider Center Terms of Use**

1. As stated in the Online Provider Center Terms of Use Acknowledgement Form, Online Provider Center Users (collectively "Users" and individually a "User") are prohibited from accessing Online Provider Center for any purpose that is not job-related. Users are also prohibited from sharing and/or disclosing their unique Online Provider Center User ID ("User ID"). A violation of the Terms of Use will result in temporary suspension or termination of system access privileges as outlined below.
  - (a) Users are prohibited from using Online Provider Center to access their own Protected Health Information ("PHI") or that of a family member, co-worker or any other individual other than for job purposes and must not ask a co-worker to do so either. A violation of this Term will result in immediate termination of some or all of the User's system access privileges. If more than one User was involved, each User's system access privileges will be terminated.
  - (b) An initial violation of the Terms of Use by an individual User which upon investigation is found to have resulted from an honest error made in good faith and that does not constitute a violation described in (a) above will not result in deactivation of the User's ID or termination of the User's system access privileges. A second violation by the same User will result in temporary deactivation of the User's ID, which may not be reactivated\* for a period of at least one (1) month. A third violation will result in termination of the User's system access privileges.
  - (c) Each User is required to have his/her own unique Online Provider Center User ID and password. Users are prohibited from sharing and/or disclosing their User ID. If a User is found to have shared or disclosed his/her User ID or used another User's ID, the involved Users' system access privileges will be terminated.
2. If an Account Administrator is found to have created an additional User ID or re-activates a User ID for any User whose system access privileges were temporarily suspended or terminated, the Account Administrator's access privileges for creating and editing account profiles will be revoked and the provider will be required to designate another Account Administrator.
3. If any single User has had more than one violation of the Terms of Use in a calendar year or more than one User from the same provider office is found to have violated the Terms of Use in a single quarterly audit period, the provider will be required to submit a Corrective Action Plan ("CAP") to HPN/SHL Provider Services which should include, at a minimum, training for all employees on the Online Provider Center Terms of Use. The provider will be required to submit a brief description of the training along with a list of all individuals in attendance to Provider Services.
4. If the Account Administrator fails to respond to an audit request within 14 days from the date of the initial request, the User ID under investigation will be de-activated until a response is received and a determination is made as to whether or not a violation occurred.

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\* The Account Administrator is solely responsible for requesting reactivation of a User ID from HPN/SHL Provider Services.