

HealthTexas Provider Portal (EZNET)

Terms of Use

Agreement and Terms

These Terms of Use ("Terms") describe the rules for using HealthTexas Medical Group (also "we," "us," "our," and "Company") online and mobile websites, platforms, services and applications ("Online Services").

By using our Online Services, you agree to these Terms. We may change these Terms at any time, and such changes will be posted on the Online Services, with the date of the last revision listed as the "Effective Date" at the bottom of these Terms. Any modifications will be effective immediately upon such posting. By continuing to use the Online Services, you consent to any changes to our Terms.

If you, or the organization you belong to, has an existing agreement ("Medical Services Agreement") with HealthTexas Medical Group or Unitedhealthcare, the Online Services you use through this site are also subject to the terms and conditions of that Business Agreement, incorporated herein, which, together with these Terms shall constitute the entire agreement between you and us pertaining to your use of our Online Services.

Your affirmative act of using the Online Services, or registering for membership, constitutes your electronic signature to these Terms and your consent to enter into this agreement electronically. You may print and retain a copy of these Terms. To print, you will need (i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device.

User IDs and Passwords

You agree to treat your password and User ID as confidential, and should not be shared with anyone for any reason. You agree that you are solely liable for all actions taken using your password and User ID. If you believe your password or User ID has been accessed by an unauthorized person, contact us immediately so we may deactivate them. You may not attempt to log in with a User ID and password other than your own, and you may only access portions of the Online Services you are authorized to access.

Customer Contractors

Authorization

You authorize HealthTexas to give your Contractors the rights and privileges to the Online Services necessary to enable and provide for your use and receipt of your Contractor Services.

You ensure that you have the required Business Associates Agreement in place. If at any time you revoke this authorization, to the extent the Online Services provide for you to limit the your Contractor's access and use of the Online Services, then you are responsible for taking the actions necessary to revoke such access and use. In the event you require HealthTexas assistance with such revocation or limitation, you must contact HealthTexas Support with written notice of such revocation or limitation at EZNETContactUs@HealthTexas.org and HealthTexas will disable your Contractor's access to your Online Services within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

Disclaimer

Your Contractors are subject to the terms and conditions in the Agreement while they are using the Online Services on your behalf and you remain responsible for their acts and omissions during such time. Any breach by your Contractor of this Agreement is a breach by the contracted provider. HealthTexas may make available your Contractor Services to you, for example, through an online directory, catalog, store, or marketplace. HealthTexas is not responsible or liable for any loss, costs or damages arising out of your Contractor's actions or inactions in any manner, including but not limited to, for any disclosure, transfer, modification or deletion of your Data (defined in Exhibit A). Whether or not your Contractor is designated by HealthTexas as, or otherwise claims to be "certified," "authorized," or similarly labeled, HealthTexas does not: (i) control, monitor, maintain or provide support for, your Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the your Contractor Services, and any contracted provider's Contractor interface or integration with the Online Services, and (iii) cannot guarantee the continued availability of your Contractor Services and related features.

Confidentiality

You acknowledge that through our Online Services you may be able to view, send and/or receive confidential medical information, including without limitation patient-related and claims information ("Medical Information") for your patients. In addition to your obligations in the Business Agreement regarding such information, you agree to maintain the security and privacy of patient-related information and agree that all Medical Information shall be held in strictest confidence. You shall ensure that access to Medical Information shall be limited to your employees on a "need to know" basis and that such information will be used solely for purposes relating to medical treatment, communications with us, and other healthcare operations. You also agree to promptly notify us in the event you become aware of any violations of this provision.

You agree not to use or disclose any of our business information or information regarding our Online Services (including without limitation information regarding its functionality, options, "look and feel") ("Site Confidential Information") without our prior written permission.

Restrictions on Use of Online Services

You Will Not:

- Use our Online Services or Content in any way not expressly permitted by these Terms or the Business Agreement;

- Copy, modify or harvest data, Content, or materials from the Online Services; except you may print a reasonable number of copies for your professional use, provided that you reproduce all proprietary copyright and trademark notices;
- Remove or alter, any copyright or other proprietary rights or notices on the Online Services;
- Misrepresent your identity or provide any false information;
- Interfere with the operation of our Online Services;
- Access or attempt to access any portion of our Online Services to which you have not been explicitly granted access;
- Share any password with any third parties or use any third-party's password;
- Engage in commercial, competitive, or viral messaging, spamming, spimming or sending of unsolicited advertisements, or similar communications, including harmful computer code, viruses, or malware;
- Use the Online Services in any way that could, in our sole judgment, interfere with any other party's use or enjoyment of the Online Services, impair our networks or servers, or expose us or any third party to any claims or liability whatsoever, or use software or other means to access, "scrape," "crawl," or "spider," any web pages or other services from the Online Services. If you are blocked from the Online Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking;
- Directly or indirectly authorize anyone else to take actions prohibited in this section; or
- Introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Online Services.

You Agree That:

- You will comply with all applicable laws and regulations;
- Implement and enforce appropriate safeguards to detect and to prevent the use or disclosure of PHI and EPHI other than as permitted in this Agreement. This shall include, but not be limited to, taking reasonable steps to ensure that its employees' and agents' actions or omissions do not cause you to breach the terms of this Agreement. With specific regard to EPHI, you shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the EPHI that it creates, receives, maintains or transmits on behalf of the Covered Entity. You shall de-identify all PHI and EPHI as directed by HIPAA prior to taking it off-site, to the extent you do not require such PHI and EPHI to perform its functions, activities or services on behalf of Covered Entity. You will comply, pursuant to HITECH and its implementing regulations, with all applicable requirements of the Security Rule contained in 45 CFR §§164.308, 164.310, 164.312 and 164.316 at such time as the requirements are applicable to you.
- You represent and warrant that you are at least 18 years of age.

Posting Messages, Comments or Content

You Will Not:

- Post any improper or inappropriate content, including that which is obscene, libelous, harassing, threatening, harmful, inflammatory, invasive of privacy, or otherwise objectionable, constitutes advertising or solicitation, or violates applicable law.

License to Use Online Services and Content Ownership

Subject to these Terms, the Company grants you a personal, non-commercial, non-transferable, non-exclusive, revocable, limited license to view the Content on our Online Services for the sole purpose of obtaining information regarding our plans or products and related services. All rights, title, and interest in and to the Online Services, including the Content, and all intellectual property rights, including all copyright, trademark, patent, and trade secret rights will remain with the Company and our licensors and vendors. No ownership interest is transferred to you or any other entity by virtue of making the Content available on the Online Services, granting you a license to use Online Service, or your entering into this Agreement.

We may terminate this license at any time for any reason. If you breach any of these Terms, your license to the Online Services and its Content terminates immediately. Upon the termination of this license, you must stop using the Online Services, including all Content, and return or destroy all copies, including electronic copies, of the Content in your possession or control.

Links

While visiting our Online Services, you may go to a link to other online websites, mobile websites, platforms, services, and applications (“Weblinks”) and leave our Online Services. For your convenience, we provide Weblinks to other online content or sites that may contain information that may be useful or interesting to you. We do not endorse, nor are responsible for, the content, accuracy or accessibility of the content of Weblinks operated by third parties. You are solely responsible for your dealings with such third parties and should review the Terms and privacy policies of such third parties.

No Warranty

The claims status, eligibility, and coverage information accessible through the Online Services is for your convenience only and is subject to change. Eligibility and coverage terms for individuals you provide health or medical services for are governed by the terms of the Business Agreement, if applicable, between you and us or our affiliate. Payment of claims is not guaranteed by your use of our Online Services, and is governed by the Business Agreement, if applicable, between you and us or our affiliate.

Nothing within these Terms should be meant or implied to be a warranty. You use the Online Services at your own risk. We do not guarantee the accuracy, completeness, timeliness, correctness or reliability of any content available through the Online Services. Online Services are provided to you when available and are provided on an

“as is” basis. We make no representation that use of our Online Services will be uninterrupted or error-free, or free of viruses or other harmful components.

Limitation of Liability

You agree that we have no liability for any loss arising out of or relating to: these Online Services; any third-party site or program accessed through the Online Services; Any acts or omissions by us or any third party; and/or your access or use of the Online Services. This limitation of liability includes any claim based on warranty, contract, tort, strict liability, or any other legal theory.

Indemnification

In addition to your obligations, if any, to indemnify us under the Business Agreement, you agree to defend, indemnify and hold us and our affiliates harmless against any claims, losses, damages, expenses or costs (including without limitation reasonable costs of litigation such as attorneys' fees and expert fees) arising from, incurred as a result of, or related to your breach of this Agreement, your unauthorized or illegal use of the Online Services or the information contained within or transmitted through them, whether you or any other person using your password or User ID.

Export Controls

You may not use, export, re-export, import, sell, transfer, or proxy our Online Services or Content unless such activity is permitted by these Terms and such activity is not prohibited by United States law, the laws of the jurisdiction in which you receive our Online Services, or any other applicable laws and regulations. In particular, but without limitation, the Online Services and/or Content may not be exported, re-exported or made available in any manner (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By using our Online Services, you represent and warrant that you and any ultimate beneficiary of our Online Services are not located in any such country or on any such list. You also agree that you will not use our Online Service for any purposes prohibited by U.S. law, including, without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons.

Resolving Disputes

Informal Resolution. Before filing a claim in connection with these Terms or the Online Service, you agree to try to resolve the dispute informally. Contact EZNETContactUs@healthtexas.org

Governing Law and Statute of Limitations

You agree that Texas law governs these Terms and any claim or dispute that you may have against us, and you agree to the jurisdiction and venue of the state and federal courts in Bexar County, Texas for any dispute involving the Company or its employees, officers, directors, agents and providers.

Termination

We may cancel, suspend or block your use of the Online Services and/or registration at any time, without cause and/or without notice. **You agree that we will not be liable to you or any other party for any termination of your access to the Online Services in accordance with these Terms.**

Severability

If any provision of these Terms is held to be unenforceable or invalid by a court of competent jurisdiction, the remaining portions of the Terms will be determined without the unenforceable or invalid provision. All other Terms will remain in full force and effect.

Miscellaneous

These Terms, and any supplemental terms, policies, rules and guidelines posted on the Online Services, constitute the entire agreement between you and us in connection with the Online Services and supersede all previous written or oral agreements. You acknowledge that we have the right to seek, at your expense, an injunction to stop or prevent a breach of your obligations. No waiver by us will have effect unless such waiver is set forth in writing and signed by us; nor will any such waiver of any breach or default constitute a waiver of any subsequent breach or default.

Survival and Assignment

Your obligations under the following sections survive termination of this Agreement: Agreement and Terms; User IDs and Passwords; Data and Hardware; Medical Content, Products Mentioned and Links to Other Sites; Confidentiality; License to Use the Online Services and Content Ownership; Restrictions on Use of Online Services; Posting Messages, Comments or Content; No Warranty; Limitation of Liability; Indemnification; Export Controls; Resolving Disputes; Governing Law and Statute of Limitations; Termination; Severability; Miscellaneous. You may not transfer or assign any rights or obligations under this Agreement. The Company may transfer or assign its rights and obligations under this Agreement.

Contact Us

If you have questions regarding these Terms, contact us at

EZNETContactUs@healthtexas.org

HealthTexas Medical Group
2961 Mossrock
San Antonio, TX 78230

Effective Date 9/16/2024