Terms and Conditions - Provider Web Portal

This Agreement details the terms and conditions associated with the use of the MassHealth, Provider Web Portal ("Web Portal"). These terms and conditions are applicable to the use of this Web Portal regardless of how the Web Portal is accessed. By agreeing to the terms and conditions contained in this Agreement, you ("Provider") acknowledge that you have read, understood and agree to be bound by the terms and conditions herein. This Agreement applies to Provider's use of this Web Portal and does not alter or change any other contractual obligations or agreements between the Provider and Company. This Agreement is intended to supplement any other agreements, including but not limited to the Privacy Policy, found on the Provider Web Portal and by agreeing to these terms and conditions, Provider is also agreeing to be bound by such other agreements. In the event of a conflict between this Agreement and any other agreement, this Agreement will control with respect to the Web Portal. "Company" as used in this Agreement shall include MassHealth and its affiliates and designees.

1. Web Portal content is provided for informational purposes only.

The information contained within this Web Portal regarding available benefits, eligibility, and claims is provided for informative purposes only and is subject to change without notice. No guarantees or warranties, including insurance coverage or payment, are made regarding any of the information provided. Company reserves the right to request specific information from Provider prior to issuing a determination on coverage of any service.

COMPANY IS NOT LIABLE FOR DAMAGES RESULTING FROM YOUR RELIANCE UPON THE CONTENT OF THIS WEB PORTAL.

2. Access to this Web Portal

Company has the sole discretion to deny registration to use this Web Portal at any time, without prior notice. User registration is on a user-by-user basis or on a provider administrator basis. Any access granted and maintained by/to a Provider or provider administrator is the sole responsibility of that Provider or provider administrator. Any username and password must be treated as confidential and shared only with personnel who have a need to use them for legitimate business purposes. Provider agrees that Provider shall be solely liable for all actions taken using Provider's username and password. Access may be suspended temporarily and without notice in the case of system failure, maintenance, repair or for reasons beyond Company's control. Company has the right to disable any username at any time if Company believes that Provider has failed to comply with the terms and conditions herein.

3. Digital Documents

By using the Provider Web Portal, Provider is agreeing to receive communications from Company in an electronic format. For those documents delivered electronically, Provider shall no longer receive paper documents. Provider acknowledges that Company is transitioning all communications from print to digital and Company shall endeavor to communicate digitally unless system limitations or regulatory exceptions require paper delivery. Company shall provide advance notice to Providers as the transition from paper to digital is implemented. All electronic

documents shall be posted in the Provider Web Portal and accessible by Provider on demand after registration and user authentication.

4. Use of this Web Portal is at your own risk

This Web Portal is provided by Company on an “as is” and “as available” basis. Company makes no representations or warranties of any kind, express or implied, including without limitation the implied warranties of merchantability and fitness for a particular purpose, as to the operation of the Web Portal, the information, content, materials or products included on this Web Portal. Company does not warrant that this Web Portal will be timely, error free or uninterrupted. Any mention of specific products or services at this site or inclusion of links to other sites does not constitute or imply a recommendation or endorsement by Company, unless explicitly stated. We may provide links to other websites that are not under our control. These links are provided for convenience or reference only and are not intended as an endorsement by us of the organization or individual operating the website or a warranty of any type regarding the website or the information on the website

5. Waiver

To the extent permitted by applicable law, Provider shall not assert, and hereby waives, any claim against Company, its officers, directors, employees, agents and assigns, for all actions and liabilities resulting from Provider’s violation of this Agreement.

6. Use of Content

Provider acknowledges that through the use of the Provider Web Portal, Provider may be able to view, send and/or receive confidential health information, including without limitation, patient-related and claims information (“Health Information”) for patients. In addition to any other obligations Provider may have regarding such information, including obligations under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and other applicable state or Federal law, Provider agrees to maintain the security and privacy of patient-related information and agree that all Health Information shall be held in strictest confidence. Provider shall ensure that access to Health Information shall be limited to a “need to know” basis and that such information will be used solely for purposes relating to patient care.

All content included on this Web Portal, such as text, graphics, images and software, is the property of Company and is protected by all applicable intellectual property law. All logos included on this Web Portal are property of Company. This Web Portal or any portion of this Web Portal may not be reproduced, duplicated, copied, sold, resold, or otherwise exploited for any commercial purpose that is not expressly permitted by Company.

Provider agrees to use Company’s Web Portal only for lawful purposes. Under no circumstances can a Provider modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any content, in whole or in part. Provider may not upload, post, reproduce, or distribute in any way the content which is protected by copyright and subject to other property rights. In addition, use of any software content shall be governed by the software license agreement accompanying such software.

AS A USER OF THIS WEB PORTAL, YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR THE USE OF THE INFORMATION CONTAINED HEREIN. COMPANY IS NOT LIABLE OR

RESPONSIBLE FOR ANY DAMAGES, LOSSES, COMPLAINTS OR CLAIMS RESULTING FROM PROVIDER'S USE.

7. Governing Law

Except as otherwise indicated herein, this Agreement will be governed by the laws of the Commonwealth of Massachusetts without reference to its conflicts or choice of law provisions.