

User Agreement

1. Introduction. The Provider portal (“Portal”) provides the means for electronic transmission and retrieval of information between the user (“User”), as a representative of a Provider (or the Provider’s Business Associate) and Deseret Mutual Benefit Administrators (“DMBA”). Use of the Portal and Services for Administrators and Users is subject to the terms of this User Agreement (“Agreement”). Additional Administrator responsibilities may be found in the Provider Portal Agreement. BY CLICKING “I AGREE,” OR BY ACCESSING OR USING THE SERVICES, USER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. If User does not agree to these terms, they may not access or otherwise use the Services for any purpose.

2. Definitions. In this Agreement, the terms below have the following meanings:

“Administrator” means an individual authorized by Provider or Business Associate with administrative Portal rights, including rights to add and delete additional Administrators and Users.

“Business Associate” means a person or entity furnished access to protected health information (“PHI”) in order to perform services for Provider as further defined in 45 C.F.R. § 160.103. It is Provider’s responsibility to ensure it has a valid business associate agreement with its Business Associate.

“Confidential Information” means any information relating to DMBA’s business, financial affairs, current or future products or technology, trade secrets, workforce, customers, product plans, designs, prices, marketing plans, strategies, processes, data, business requirements, technologies, software functionality, and code. Confidential Information also includes other information treated or designated by DMBA as confidential or proprietary, or that would reasonably be viewed as confidential, or as having value to our competitors. Confidential Information does not include information publicly available or that becomes known to the general public other than as a result of a breach of an obligation by Provider(s), Business Associate or their respective Administrator(s), and User(s).

“PHI” means protected health information as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”).

“Provider” means the person or entity that provides healthcare services to DMBA participants along with associated persons or organizations that assist in claims, preauthorization, and related services. Provider may use a Business Associate to assist with claims management and related functions and direct Business Associate to access the Services on behalf of Provider.

“Services” means the Portal and the information, electronic health record services, practice management services, claim management services, and other Services provided by DMBA via the Portal.

"User" means a person employed by Provider or Business Associate who is accessing Services on behalf of Provider.

3. Right to Use the Services. We grant User, and User accepts, a non-exclusive, personal, non-transferable, limited right to access and use the Services until this Agreement is terminated by either party or User's Administrator, as set forth in Section 6(f) below; and subject to User's compliance with the terms and conditions contained in this Agreement.

4. Warranties. DMBA uses reasonable methods to provide accurate and current information about participant eligibility, claims payments, and prior authorization(s) through the Portal. However, because of the possibility of technical and human error, there is no implied warranty of any kind, including representation about the accuracy, completeness, or fitness for a particular purpose of the Portal. User assumes full responsibility for using the Portal, agrees to use the Portal on an "AS IS" and an "AS AVAILABLE" basis, and understands and agrees DMBA is not responsible or liable for any claim, loss, or damage resulting from its use. The health information contained in the Portal may not represent a participant's complete health history, and Provider should rely on all available sources of information when recommending a course of treatment. While DMBA uses reasonable methods to secure the Portal, there is no warranty the Portal will be free from delays, incomplete information, corrupted data, computer viruses, malicious code, or similar destructive or contaminating code. DMBA will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of User's use of, or access to, the Services, or any other link provided to another site.

5. User's Obligations. As User, you agree to the following:

- a) You are over 18 years old and have provided DMBA with an active, unique email address.
- b) You will maintain a unique individual login and password to access the Portal. You will not disclose your password. If you have reason to believe your password has been compromised, you will change it immediately.
- c) You will only access information through the Portal in connection with Provider's performance of medical treatment or administrative services related to such treatment. Any information accessed or retrieved from the Portal will be used solely to benefit and support the relationship between Provider and DMBA.
- d) You will comply with federal, state, and local requirements, including regulations relating to the privacy and security of health information under 45 C.F.R. § 160-164, and all other applicable provisions of HIPAA and the HITECH Act.
- e) You will only access the minimum information necessary to accomplish your legitimate business purpose.
- f) You will safeguard any information accessed through the Portal, including but not limited to, participant eligibility, claims adjudication and payment, case or medical management, medical or billing records, or any PHI as defined by 45 C.F.R. § 164.501 and 164.514(b)(2), in accordance with this Agreement between Provider and DMBA and according to HIPAA and HITECH Act requirements.
- g) You will not disclose any information obtained from the Portal to a third party except as allowed in an applicable agreement between Provider and DMBA.
- h) When you are no longer in the role for which you were granted access to the Portal, you will relinquish User access or request a reassessment of your access for your new role by contacting your company's Administrator.

- i) Under no circumstances will you access the Portal once you are no longer employed by Provider.
- j) Your use of the Portal, or certain features or functionality of the Services, may be subject to verification by DMBA of your identity and credentials as a health care provider or health care professional, and your ongoing qualification as such. DMBA may use and disclose your personal information for such purposes, including making inquiry of third parties concerning your identity and professional and practice credentials. You authorize such third parties to disclose to DMBA such information as we may request for such purposes and agree to hold them and DMBA harmless from any claim or liability arising from the request for or disclosure of such information.
- k) Except as otherwise provided in this Agreement, you may not, without DMBA's prior written consent, directly or indirectly divulge or disclose Confidential Information related to the Services for any purpose. You will disclose Confidential Information only to authorized members of Provider's workforce for the purposes of this Agreement. You will hold all Confidential Information in strict confidence and take all measures necessary to prevent unauthorized copying, use, or disclosure of Confidential Information, and keep Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality. You will inform all such recipients of the proprietary nature of Confidential Information and will instruct them to deal with Confidential Information in accordance with the terms of this Agreement. You will promptly advise DMBA in writing of any improper disclosure, misappropriation, or misuse of Confidential Information by any person which may come to your attention.

6. Miscellaneous.

- a) Assignment. You may not transfer or assign this User Agreement without DMBA's prior written approval.
- b) Governing Laws. This User Agreement will be governed by and interpreted in accordance with the laws of the State of Utah, without regard to conflict of laws provisions, and the State of Utah will be the sole forum for resolution of disputes regarding this Agreement or the subject matter thereof.
- c) Authority. The person signing this User Agreement warrants they have full authority to do so and such electronic acceptance binds User.
- d) Modification. DMBA may, at any time, make changes to the terms and conditions in this Agreement or any other policies or conditions governing the use of the Services. User will review these terms periodically for any updates or changes. User's continued access or use of the Services is deemed as User's acknowledgment, notification, and acceptance of these changes.
- e) Compliance with Law. User is solely responsible for ensuring use of the Services complies with applicable law, including laws relating to the maintenance of the privacy, security, and confidentiality of patient and other health information.
- f) Termination. Either party may terminate this User Agreement at any time with written notice 30 days before termination is effective. If Provider or Business Associate terminates this Agreement, their respective Administrators and Users may no longer access the Services.

I hereby acknowledge I have read the above terms and conditions and agree to be bound thereby as a condition of my access to and use of the Services.