



## 2025 Disclaimers

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The Site is not a substitute for professional health care or the advice of a health care professional. If you have a specific health-related question, please see a doctor or other health care professional. **YOU MAY NOT USE THE SITE TO REPORT A MEDICAL EMERGENCY. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, PLEASE CALL 911 IMMEDIATELY.**

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Certain parts of the Site may require you to create an account ("Account"). To do so, you may need to submit your name, email address, password, and other information (collectively, "Account Information"). You must be of legal age to form a binding contract in order to create an Account. You represent that the Account Information you provide to us



will be true, accurate, current, and complete. You may not share your Account credentials with anyone and are responsible for maintaining the confidentiality thereof.

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#### DISCLAIMER OF WARRANTIES

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To the extent any aspects of the foregoing limitations of liability are not enforceable as a matter of applicable law, the extent of MedCare Partners' liability to you with respect to your use of the Site will be the minimum permitted under such applicable law.



## Indemnification

You agree to defend, indemnify, and hold harmless MedCare Partners and its officers, employees, directors, subsidiaries, affiliates, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your use of the Site.

## Governing Law

These Terms of Use and your use of the Site are governed by the laws of the State of California,

U.S.A. without regard to its conflict of laws principles. By using the Site, you agree that any legal action or proceeding related to your use of the Site shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the State of California, U.S.A.

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If you are a copyright owner or an agent for such an owner and believe in good faith that any content on the Site violates your rights, you may submit notice to us in writing under the Digital Millennium Copyright Act ("DMCA"). All such notices must meet all requirements imposed by the DMCA. Such notices should be providing in writing to:

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## Protected Health

### Confidentiality and Protection of Member Protected Health Information

MedCare Partners is committed to protecting the member's protected health information (PHI). When a member completes an application for coverage, his/her signature authorizes MedCare Partners to collect PHI (including both medical information, and data such as address and telephone number). This general consent, as well as the HIPAA Privacy Rule, allows MedCare Partners to communicate with physicians and other providers regarding a member's treatment and payment. MedCare Partners protects oral, written, and electronic PHI across the organization.

MedCare Partners also participates in quality measurement activities that may require employees to access PHI. MedCare Partners has created policies and procedures to protect such information from inappropriate use or disclosure. We will not disclose, sell or otherwise use PHI unless permitted by law, and then only to the extent necessary to administer the health plan. We will obtain written authorization from the member to use his/her PHI for any other purpose.



MedCare Partners has policies to protect the rights of any prospective or current members unable to give consent. These policies permit member's legally authorized representative to give consent on the member's behalf.

Through its contracts with providers, MedCare Partners has policies in place to allow members to inspect their medical records maintained by providers and, when needed, to include a written statement in such records. As a HIPAA Privacy right, members also have the right to review their records maintained by MedCare Partners .

Members or their legal representative may request access to their medical records by sending a request in writing as follows:

- Mail requests to: 21216 Northwest Fwy, Suite 260, Cypress, TX 77429
- FAX requests to: 1-888-336-9968
- Email requests to: [info@mcpartnerstx.com](mailto:info@mcpartnerstx.com)

MedCare Partners 's Privacy Notice is posted on this webpage. Additionally, Members may request a copy of MedCare Partners 's Privacy Notice by contacting the customer service number on the back of their identification card. The phone number is 1-888-980-3040 between 8 am and 8 pm Monday through Friday and between 8 am and 8 pm weekends from October 1 to March 31.