

**MERCY CARE PROVIDER WEB PORTAL  
REGISTRATION FORM**

Thank you for your interest in registering for the Provider Web Portal owned or operated by Aetna. We are committed to protecting the privacy of our Providers. We will use our best efforts to ensure that the information you submit to us is used only for the purpose of obtaining access to the Provider Web Portal and remains confidential. We do not disclose any of the information you provide to us to any outside parties, except to manage the health plan or when we think the law may require it.

**Registration Instructions:** The information below and acceptance of the attached Provider Web Portal Agreement is required to complete registration.

Contracted Provider Name:			
Provider Office Name:			
Provider Office Contact Name/Office Manager Name:			
Provider Office Contact Name/Office Manager E-Mail:			
Provider Tax ID # (TIN): <b>We caution against using your SSN in lieu of a TIN, as it presents unnecessary risks to your identity.</b>			
National Provider ID # (NPI):			
Address:	City:	State:	Zip:
Phone #:	Fax #:		

Provider must designate a Primary Representative from their office (see attached Provider Web Portal Agreement for full definition). The Primary Representative may have the ability to add authorized representatives within Provider's office to Provider's account. Please provide the following information for the Primary Representative:

Primary Representative Name:			
Phone #:	Fax #:		
Billing Company: Yes	No	Provider Office: Yes	No
E-Mail address at Provider's Office:			

To submit a request for registration, please fax or e-mail your completed form and the attached signed Provider Web Portal Agreement to: Fax: Mercy Care at 860-975-3201 or E-Mail: MercyCareNetworkManagement@MercyCareAZ.org. Please contact your Network Management Representative with any questions at: 602-263-3000 or 800-624-3879.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Provider Group Administrator or Contracted Physician Date: \_\_\_\_\_

**IMPORTANT: A signed provider's Web Portal Agreement (attached) must accompany this form before registration can be completed. Thank you.**

## MERCY CARE PROVIDER WEB PORTAL AGREEMENT

This Provider Web Portal Agreement (“Agreement”) contains the terms and conditions that govern Provider’s use of the web portal service to access certain Plan member information. By signing the Provider Web Portal Agreement, you acknowledge that you understand and agree to follow the terms and conditions outlined herein.

### Definitions

When used in this Agreement, all capitalized terms shall have the following meanings:

“Administrator” means any Aetna administrator, such as Aetna Medicaid Administrators, LLC, and any owners, affiliates or direct or indirect subsidiaries that administer or maintain the Service for a Plan.

“Authorized Representative” means a person that Provider has authorized to use the Service under this Agreement on Provider’s behalf.

“Plan” means a member’s health care benefits as set forth in the state contract with the government sponsor, which is administered by Plan or an Administrator.

“Primary Representative” means the Authorized Representative in Provider’s office with responsibility for adding, deleting, and maintaining the names of Provider’s Authorized Representatives on Provider’s behalf.

“Provider” means the person or entity contracted with Plan or Administrator to provide medical services or supplies to Plan enrollees.

“Service” means the web portal service under this Agreement and the website that supports it.

### Provider’s Use of the Web Portal Service

The Service provides internet access to information on Plan member eligibility, claims payments, Plan or Administrator policies and prior authorizations. Provider shall use the Service solely in connection with the provision of health care services to Plan members under the provider’s care. The Primary representative and each Authorized Representative shall use the Service solely in the course and scope of employment or agency with Provider. Provider, the Primary Representative, and each Authorized Representative shall use the Service subject to the following conditions:

1. The terms and conditions of this Agreement; and
2. If applicable, the provisions of Provider’s contract with Plan or Administrator to provide health care services to Plan members (the “Provider Contract”). The applicable provisions of the provider Contract include, but are not limited to, use and disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Standards, member eligibility verification, utilization management standards within Plan policies and the provider manual, and timelines for submission and resubmission of claims.
3. In the event of a conflict between the terms and conditions of this Agreement and those contained in the Provider Contract, this Agreement shall govern.

Provider shall, and shall require the Primary Representative and each Authorized Representative to:

1. Keep confidential and not disclose the Provider’s Service password to any person except Provider or the Primary Representative;
2. Use the Service solely in connection with provider’s health care services to members of Plan, and within the course and scope of employment or agency with Provider; and
3. Use the Service pursuant to the terms and conditions of this Agreement.

Upon learning that the Primary Representative or an Authorized Representative has violated (1), (2) or (3), or no longer works for, or represents Provider, Provider shall immediately revoke such Primary Representative's or Authorized Representative's access to the Service. Provider shall also promptly notify Administrator or Plan when it has revoked a Primary Representative's or an Authorized Representative's authority to use the Service for any reason. Further, Provider agrees to revoke the Primary Representative's authority to use the Service if directed to do so by Administrator or Plan.

If an Authorized Representative's authority is revoked, the Primary Representative shall immediately delete such person's access to the Service following Plan or Administrator procedures. If the Primary Representative's authority is revoked, Provider shall immediately delete such person's access to the Service and designate a new Primary Representative following Plan or Administrator procedures.

### **Site System Integrity**

Provider may not use any device, software routine or agent to interfere, or attempt to interfere, with the proper working of the Service. Provider may not take any action that imposes an unreasonable or disproportionately large load on Administrator's or Plan's infrastructure. Provider may not disclose its password to third parties, except an Authorized Representative. Provider shall take reasonable precautions to secure its password from any unauthorized use. Provider may not attempt to log in with a user name or password other than its own.

### **Confidential Information**

"Confidential Information" means any information that identifies a member and relates to the member's participation in a Plan, the member's physical or mental health or condition, the provision of health care to the member, or payment for the provision of health care to the member. Confidential Information includes, without limitation, "individually identifiable health information," as defined in 45 C.F.R. § 160.103 of HIPAA and "non-public personal information," as defined in laws or regulations promulgated under the Gramm-Leach-Bliley Act of 1999

Provider acknowledges that Administrator or Plan will provide Confidential Information to Provider solely for Provider's use in performing agreed upon health care services. Accordingly, Provider agrees to:

1. Comply with all applicable state and federal laws, rules, regulations, licensing or regulatory requirements for each state in which services are provided;
2. Maintain a data privacy and security program and process that complies with all applicable laws and regulations;
3. Implement administrative, physical, and technical safeguards to protect any and all Confidential Information from unauthorized access, use and disclosure; and
4. Not to use or disclose Confidential Information for any purpose other than as specifically permitted herein.

Provider acknowledges that certain laws, including 45 C.F.R. 164.504(f), may prohibit certain uses or redisclosures of Confidential Information. Accordingly, Provider agrees that in no event shall Provider use or redisclose Confidential Information in any manner or for any purpose prohibited by applicable law, regulation, or other legal mandate. Provider may not disclose Confidential Information to any third party whatsoever, including, but not limited to, any broker, consultant, auditor, reviewer, administrator or agent unless Administrator or Plan provides advance written consent of such disclosure.

Provider agrees to accept and comply with policies of which Provider knows or reasonably should have known (e.g., clinical policy bulletins or other policies made available to Provider). Provider will utilize electronic real time HIPAA compliant transactions, including but not limited to, eligibility, precertification and claim status inquiry transactions, if available and applicable and to the extent such electronic real time features are utilized by Plan or Administrator.

Provider shall promptly notify Administrator or Plan in the event of: 1) any loss, accidental, or unauthorized disclosure of Confidential Information; 2) any unauthorized access to the Service; 3) any breach of Provider's data privacy, security program and policies, or safeguards affecting access to the Service and information therein.

### **Changes to the Web Portal Service or This Agreement**

Administrator or Plan may, at any time, make changes to the Service, the terms and conditions of this Agreement, or any other policies or conditions that govern the use of the Service at any time. Provider should review the Service and these terms and conditions periodically for any updates or changes. Provider's continued access or use of the Service shall be deemed Provider's notification and acceptance of such changes.

### **No Warranties or Liabilities**

There is no implied warranty of any kind under this Agreement, including of representation about the accuracy, completeness, or appropriateness or fitness for a particular part of the Service, and non-infringement. Provider assumes full responsibility for using the Service, and understands and agrees that neither the Plan nor Administrator are responsible or liable for any claim, loss, or damage resulting from, or related to, Provider's use. Provider uses the Service at its own risk, and agrees to use the Service on an "AS IS" and an "AS AVAILABLE" basis. Neither Plan nor Administrator will be liable for any delay, difficulty in use, inaccuracy or incompleteness of information, computer virus, malicious code, loss of data, compatibility issues, or otherwise. Plan and Administrator will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of the Provider's use of, or access to, the Service, or any link provided to another site, even if Plan or Administrator was advised of the possibility of such damages, or even if such damages were foreseeable.

### **Ownership, License and Restrictions on Use of Materials**

All right, title and interest (including all copyrights, trademarks and other intellectual property rights) in the Service belong to Plan or Administrator. In addition, the names, images, pictures, logos, and icons are proprietary marks that belong to Plan or Administrator. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right under copyright or other intellectual property rights.

Provider is hereby granted a nonexclusive, nontransferable, limited license to view and use information retrieved from the Service solely in connection with the provision of health care services to Plan members.

Except as expressly provided above, no part of the information in or about the Service, including but not limited to materials retrieved from it and the underlying code, may be reproduced, republished, copied, transmitted, distributed, or modified in any form or by any means. In no event shall information or materials from the Service be stored in any storage or retrieval system without prior written permission from Administrator or Plan.

Provider's use of the Service allows Plan and Administrator to gather certain limited information about Provider and its use of the Service. Provider agrees and consents to the use of such information in aggregated form.

### **Termination**

Provider, Plan or Administrator may terminate this Agreement for any reason at any time.

Plan or Administrator may issue Provider a warning, temporarily suspend, indefinitely suspend, or cancel this Agreement with Provider and Provider's access to the Service if, in the sole discretion of Plan or Administrator, Provider breaches this Agreement. Plan and Administrator reserve the right to immediately suspend or deny, in their singular or joint discretion, Provider's access to all, or any portion of, the Service with or without prior notice. Provider acknowledges and agrees that Plan or Administrator may immediately bar any further access to the Service. Provider agrees that neither Plan nor Administrator shall be liable to Provider or any third-party for any termination of Provider's access to the Service.

Upon termination of this Agreement, Provider agrees to destroy all information and materials, in any format or capacity, obtained or retained from the Service.

**Governing Law**

This Agreement and the rights and obligations of the Provider and Plan or Administrator shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the state where Plan is located. Before Provider may seek legal recourse for any harm Provider believes it has suffered from use of the Service, Provider will give Plan or Administrator written notice specifying the harm and allow Plan or Administrator thirty (30) days from the date of notice to cure the harm. Provider must initiate any cause of action under this Agreement or related to the Service within one (1) year after the claim has arisen or Provider is barred from pursuing any cause of action.

**Entire Agreement**

This Agreement (including any attached schedules, appendices and/or addenda) constitutes the complete and sole agreement of between Provider and Plan or Administrator regarding the subject matter described herein and supersedes any and all prior or contemporaneous oral or written representations, communications, proposals or agreements not expressly included in this Agreement and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral representations, communications, proposals, agreements, prior course of dealings or discussions of the Parties. The parties acknowledge that each Plan or Administrator is a third-party beneficiary of this Agreement.

The signatory below represents and warrants that he or she has full authority to bind the Provider, including the Provider’s owners, employees, agents and representatives, on whose behalf the person below signs.

**Agreed and Accepted:**

<b>Signature:</b>
<b>Printed Name:</b>
<b>Title:</b>
<b>Contracted Provider Name:</b>
<b>Provider Office Name:</b>
<b>Provider Tax ID # (TIN):</b> We caution against using your SSN in lieu of a TIN, as it presents unnecessary risks to your identity.
<b>National Provider ID # (NPI):</b>
<b>Date:</b>