



**AETNA BETTER HEALTH® OF KENTUCKY**

Provider Secure Web Portal & Member Care Information Portal registration form

Thank you for your interest in registering for the Aetna Better Health® Provider Secure Web Portal and the Aetna Better Health® Member Care Information Portal. Aetna Better Health® of Kentucky is committed to protecting the privacy of our providers and members who use our websites. We use our best efforts to ensure that the information you submit to us is used only for the purposes of these websites and remains private. During registration, we ask for specific information about you. We do not disclose any information provided to us to any outside parties, except to manage the health plan or when the law may require it.

Providers should designate a Primary Representative (an “Administrator”) from their office for the web portal. The primary representative will have the ability to add authorized representatives (“Staff”), within their office to the online account.

**Registration Instructions: Both the information below and acceptance (with a representative’s signature) of the attached agreement is required in order to complete registration.**

Contracted provider name:

Provider office name:

Provider tax ID/SSN:

Provider NPI:

Address:

City:

State:

Zip:

Phone:

Fax:

\*E-mail:

Provider type: Group  or Individual

**Please print the full name and contact details of the primary representative below:**

\*Name:

\*Date of birth:

\*Phone:

\*Fax:

\*E-mail:

Requested Secure Web Portal user name:

**E-mail opt-In choice:** I would like to receive marketing information directly from Aetna Better Health® of Kentucky specifically for providers. I understand that I am able to unsubscribe at any time. I understand that by providing my initials, I will receive marketing emails from Aetna Better Health® of Kentucky. I also understand that Aetna Better Health® of Kentucky will secure my email address and only use my email for specific Aetna Better Health® provider marketing materials.

\_\_\_\_\_ (Initial Here) My initials indicate my preference in opting in for emails.

Signature:

Date:

Print name:

To be signed by the provider or contracted physician

**Return both the completed and signed Registration Form and Secure Web Portal Agreement to us via**

**Fax: 1-855-454-5584.**

**\* \* IMPORTANT NOTICE \* \***

You may use the Aetna Better Health® of Kentucky Provider Secure Web Portal service only if you agree to the terms and conditions below. You indicate that you understand and agree to follow the terms and conditions by registering to use Aetna Better Health® Member Care Information Portal. If you do not agree to these terms and conditions, you may not register to use or use the Provider Secure Web Portal service.

**Aetna Better Health® Member Care Information Portal and Provider Secure Web Portal Agreement**

**Definitions**

In this Agreement, the words:

- “Administrator” or “Plan” means Aetna Better Health® and any owners, affiliates or direct or indirect subsidiaries.
- "Authorized Representative" means a person that a Provider has authorized to use Aetna Better Health® Member Care Information Portal under this Agreement on Provider’s behalf. “Member” means the person who is receiving medical services or supplies.
- “Primary Representative” means the Authorized Representative in the Provider’s office who has responsibility for adding, deleting and maintaining the names of the Provider’s Authorized Representatives within the Internet site supporting Aetna Better Health® Member Care Information Portal.
- “Provider” means the person signing this form with whom Aetna Better Health® has a contract to provide medical this services or supplies to Aetna Better Health® members
- “Service” means Aetna Better Health® Member Care Information Portal under this Agreement and the Web site that supports it.
- “Treatment” is defined pursuant to 45 CFR 164.501 the provision, coordination, or management of health care and related services by one or more health care providers, including the coordination or management of health care by a health care provider with a third party; consultation between health care providers relating to a patient; or the referral of a patient for health care from one health care provider to another.

**Introduction**

This Provider Secure Web Portal Agreement contains the terms and conditions that govern use of this Secure Web Portal service between the plan and an authorized user(s) for access to information on Aetna Better Health® of Kentucky member eligibility, claims payments and prior authorization. Aetna Better Health® of Kentucky maintains this site as part of its administration of Aetna Better Health® of Kentucky’s MyCare Kentucky plan.

**Use of the Secure Web Portal Service**

The portal provides access to information on plan member eligibility, claims payments and prior authorization through the internet. Provider shall use the service solely in connection with its health care services to members of the MyCare plan. End users (aka providers and office staff) shall use the portal solely in the course and scope of employment or agency with provider. Users shall use the portal subject to the following:

1. The terms and conditions of this agreement; and
2. The applicable provisions of provider’s contract with plan 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 HIPAA privacy standards, member eligibility verification, utilization management standards within plan policies and the provider handbook, and timelines for submission

and resubmission of claims.

3. In the event of a conflict between a term and condition under this agreement and a provision under the provider contract, the former shall govern.

Provider shall require the assigned users (“office staff”) to (1) keep confidential and not disclose the provider’s password to any person except provider or the primary user in the office; (2) use the portal 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 portal pursuant to the terms and conditions of this agreement.

Upon learning that the user(s) has violated (1), (2) or (3) or no longer works for or represents provider, provider shall immediately revoke such person’s authority to use the portal. Provider shall also notify the plan when it has revoked the primary user’s authority to use the portal for any other reason. The provider shall revoke the user’s authority to use the portal if directed to do so by administrator.

If a user’s authority is revoked, the provider shall immediately delete such person’s access to the portal following and designate a new primary user following procedures provided by administrator.

#### **Use of the Aetna Better Health® Member Care Information Portal Service**

The service provides access to health information. The provider shall use the service solely for purposes of providing treatment to plan members.

The primary representative and each authorized representative shall use the service solely in the course and scope of employment with the provider or the agency. The provider, the primary representative and each authorized representative shall use the service subject to the terms and conditions of this agreement and the applicable provisions of the provider’s contract with the plan to provide health care services to plan members (aka “Provider Contract”). In the event of a conflict between a term and condition under this agreement and a provision under the provider contract, the former shall govern.

The provider shall treat all member health information displayed on the Member Care Information Portal according to the applicable provisions of the HIPAA Privacy Standards, 42 CFR Part 2, and any other applicable state or federal law governing the privacy of health information.

With respect to member health information relating to treatment for drug or alcohol abuse or addiction, this information has been disclosed to you from records protected by federal confidentiality rules (42 CFR Part 2). The federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

The provider shall require the primary representative and each authorized representative to (1) keep confidential and not disclose the provider’s secure password to any person except the provider or the primary representative; (2) use the service solely in connection with the provider’s health care services to members of the plan and within the course and scope of employment or agency with the 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 the provider, the provider shall immediately revoke such person’s authority to use the service. The provider shall also notify Aetna Better Health® when they (he/she) has revoked the primary representative’s or an

authorized representative's authority to use the service for any other reason. The provider shall revoke the primary representative's or an authorized representative's authority to use the service if directed to do so by administrator.

If an authorized representative's authority is revoked, the primary representative shall immediately delete such person's access to the service following procedures provided by administrator. If the primary representative's authority is revoked, the provider shall immediately delete such person's access to the service and designate a new primary representative following procedures provided by administrator.

## **Changes to the Aetna Better Health® Member Care Information Portal and Provider Secure Web Portal**

### **Service or this Agreement**

The administrator may, at any time, make changes to the portal, the terms and conditions in this agreement, or any other policies or conditions that govern the use of the service at any time. The provider should review the portal and these terms periodically for any updates or changes. The provider's continued access or use of the portal site shall be deemed as the provider's acknowledgement, notification and acceptance of these changes.

### **Warranties**

The site Administrator uses reasonable methods to provide accurate and current information on member eligibility, claims payments and prior authorization(s) available through the Aetna Better Health® Member Care Information Portal and Provider Secure Web portal. However, because of the possibility of technical and human error, as well as other factors, there is no implied warranty of any kind, including of representation about the accuracy, completeness, or appropriateness or fitness for a particular purpose of the portal, and non-infringement. While the Administrator uses reasonable methods to secure the portal, there is no warranty that the portal will be free from corrupted data, computer viruses or similar destructive or contaminating code.

**IN PARTICULAR, THE MEMBER HEALTH INFORMATION APPEARING ON AETNA BETTER HEALTH® MEMBER CARE INFORMATION PORTAL MAY NOT REPRESENT A FULL OR ACCURATE PICTURE OF A MEMBER'S HEALTH HISTORY. PROVIDERS SHOULD RELY UPON ALL AVAILABLE SOURCES OF INFORMATION BEFORE RECOMMENDING, IN THEIR OWN PROFESSIONAL JUDGMENT, ANY COURSE OF TREATMENT FOR A MEMBER.**

The provider assumes full responsibility for using the portal, and understands and agrees that neither plan nor administrator are responsible or liable for any claim, loss, or damage resulting from its use. The provider agrees to use the portal on an "AS IS" and an "AS AVAILABLE" basis. While the administrator uses reasonable methods to secure the service, there is no warranty that the service will be free from corrupted data, computer viruses or similar destructive or contaminating code.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

### **Liabilities**

Neither plan nor administrator will be liable for any delay, difficulty in use, inaccuracy or incompleteness of information, computer viruses, malicious code, loss of data, compatibility issues, or otherwise. The plan and the administrator will not be liable even if someone has advised of the possibility of such damages or loss, and/or someone has informed of a problem with the portal or its content. Providers are to use the portal at their (his/her) own risk. The plan and the administrator will not be liable for any direct, indirect, incidental, consequential, or punitive damages arising out of provider's use of or access to the portal, or any other link provided to another site.

By using the portal, the provider accepts at their (his/her) own risk that the internet may not perform as intended

despite the best efforts of the administrator, the provider or any internet service providers.

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

As between the plan, the administrator and the provider, all rights, titles and interests (including all copyrights, trademarks and other intellectual property rights) within the portal belong to the plan and or the administrator. In addition, the names, images, pictures, logos, and icons are proprietary marks that belong to the plan and or the administrator. Except as expressly provided below, nothing contained herein shall be construed as conferring any license or right, by implication, estoppel or otherwise, under copyright or other intellectual property rights.

The provider is hereby granted a nonexclusive, nontransferable, limited license to view and use information retrieved from the portal solely in connection with their (his/her) health care services to the members of the plan. Except as expressly stated above, no part of the information in or about the portal, including but not limited to materials retrieved from it and the underlying code, may be reproduced, republished, copied, transmitted, or distributed in any form or by any means. In no event shall materials from this site be stored in any information storage and retrieval system without prior written permission from the administrator.

The provider's use of this site allows the plan and the administrator to gather certain limited information about the provider and their (his/her) usage of the service. The provider agrees and consents to the use of such information in aggregated form.

### **Site System Integrity**

The provider may use the portal for normal use in connection with their (his/her) health care services to members of the plan. The provider may not use any device, software, routine, or agent to interfere or attempt to interfere with the proper working of the service. The provider may not take any action, which imposes an unreasonable or disproportionately large load on the infrastructure. The provider may not disclose or share their (his/her) password(s) to or with third parties, except an authorized representative, or use their (his/her) password(s), or allow their (his/her) password(s) to be used, for any unauthorized purpose. The provider shall take reasonable precautions to secure its password from any unauthorized use. The provider may not attempt to log in with a user name or password other than their (his/her) own.

Continuous, uninterrupted access to the portal is not guaranteed. Numerous actions beyond the plan's control may interfere with the portal.

### **Governing Law; Legal Jurisdiction; and Statute of Limitations**

The laws of Kentucky govern this agreement, without regard to conflict of law principles, and the provider's access to and use of the portal under this agreement. The provider submits to the exclusive jurisdiction of the courts in Kentucky and waives any jurisdictional venue or inconvenient forum objections to such court.

Before seeking legal recourse for any issue the provider believes they (he/she) may have suffered from use of the portal, the provider will give the plan written notice specifying the issue incurred directly relating to portal usage. The provider will allow thirty (30) days for the plan to correct the issue after being provided such a notice. In the event that the provider believes the service has irreparably harmed the provider, the provider agrees to inform the plan and to give the plan thirty (30) days to correct the issue before initiating action. The provider must initiate cause of action within one (1) year after the claim has arisen, or the provider will be prohibited from pursuing any cause of action.

### **Service Restriction**

Subject to all applicable law, the plan and the administrator reserve the right to suspend or deny, in their singular or

joint discretion, provider’s access to all or any portion of the portal with or without notice. The provider agrees that any termination of the provider’s access to the portal may be effected without prior notice. The provider acknowledges and agrees that the plan or the administrator may immediately prohibit any further access to the portal. Further, the provider agrees that the plan and the administrator shall not be liable to the provider or any third party for any termination of the provider’s access to the portal.

**Agreement Termination**

Either party may cancel this agreement at any time. The administrator may immediately issue a warning, temporarily suspend, indefinitely suspend, or cancel this agreement with the provider and provider’s access to the portal if, in the sole discretion of the administrator, the provider breaches this agreement.

Upon termination of this agreement, the provider agrees to destroy all materials obtained from use of the portal site, as well as all related documentation, copies, and installations, whether or not made under this agreement.

The person(s) signing this agreement warrants that he or she has full authority to do so and that the signature below binds the provider, including the provider’s owners, employees, agents and representatives, on whose behalf the person below signs.

**Acknowledgment of Acceptance**

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Date

NEITHER Aetna Better Health® OF KENTUCKY NOR ANY OF ITS AFFILIATES, EMPLOYEES, AGENTS, LICENSORS OR CONTENT PROVIDERS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE WEBSITE AND SERVICES. THE WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PLAN SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY, OR WARRANTIES AGAINST INFRINGEMENT.

**\*\*TO BE COMPLETED BY THE HEALTH PLAN\*\***

This area to be completed by the Aetna Better Health® of Kentucky (Provider Relations):

Provider ID #	Web portal intake PRS Signature
Hard copy file location	Date forwarded to PDS

This area to be completed by the Aetna Better Health® of Kentucky (PDS):

Care portal data intake PDS Signature
Hard copy file location
Date completed

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