



## AETNA BETTER HEALTH® OF ILLINOIS Member Care Information Portal Registration Form

Thank you for your interest in registering for the Aetna Better Health Member Care Information Portal. Aetna Better Health of Illinois is committed to protecting the privacy of our providers and our members who use our website. We use our best efforts to ensure that the information you submit to us is used only for the purposes of this Aetna Better Health Member Care Information Portal and remains private. During registration, we ask you for specific information about you. 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 enclosed agreement is required to complete registration.

Contracted provider name:

Provider office name:

Provider Tax ID No. :

Address:

City:

State:

ZIP:

Phone:

Fax:

E-mail:

To submit your request for registration, please fax your completed form and attached agreement to Aetna Better Health Provider Services at **860-754-0435**. If you have any questions about this form, please contact your provider services representative at **866-600-2139**.

Signature:

Date:

Print name:

Provider or Contracted Physician

**Important: You must sign the Aetna Better Health Member Care Information Portal Agreement before registration is complete. Thank you.**

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

You may use the Aetna Better Health Member Care Information Portal 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 Aetna Better Health Member Care Information Portal.

## **Provider Aetna Better Health Member Care Information Portal Agreement**

### **Introduction**

This Aetna Better Health Member Care Information Portal Agreement (this "Agreement") contains the terms and conditions that govern use of this Aetna Better Health Member Care Information Portal service by a Provider (as defined below) for access to information on Aetna Better Health member health information. Aetna Better Health maintains this portal as part of its administration of the Aetna Better Health® of Illinois Integrated Care Program.

### **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.

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

The Service provides access to health information. Provider shall use the Service solely for purposes of providing Treatment to Plan's members.

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 terms and conditions of this Agreement and the applicable provisions of Provider's contract with Plan to provide health care services to Plan members (the "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.

Provider shall treat all member health information displayed on Member Care Information Portal according to the applicable provisions of the HIPAA Privacy Standards, 42 CFR Part 2, 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.

Provider 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 person's authority to use the Service. Provider shall also notify Plan when it has revoked the Primary Representative's or an Authorized Representative's authority to use the Service for any other reason. 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, 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 Service or this Agreement**

Administrator may, at any time, make changes to the Service, the terms and conditions in 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 periodically for any updates or changes. Provider's continued access or use of the Service site shall be deemed Provider's notification and acceptance of these changes.

#### **No warranties for this site**

Administrator uses reasonable methods to provide accurate and current information on Aetna Better Health Member Care Information 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 Service, and non-infringement.

**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.**

While 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.

The Provider assumes full responsibility for using the Service, 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 Service on an "AS IS" and an "AS AVAILABLE" basis.

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

#### **No liabilities for the service**

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. Plan and 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 Service or its content. Provider uses the Service at its own risk. Plan and 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 Service, or any other link provided to another site.

By using the Service, the Provider accepts at its own risk that the Internet may not perform as intended despite the best efforts of Administrator, the Provider or any Internet service providers.

#### **Ownership, license and restrictions on use of materials**

As between Plan, Administrator and the Provider, 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, 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 Service solely in connection with its health care services to members of Plan. 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, 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 Administrator.

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

#### **Site system integrity**

The Provider may use the Service for normal use in connection with its health care services to members of 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 our infrastructure. The Provider may not disclose or share its password to or with third parties, except an Authorized Representative, or use its password, or allow its password 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 its own.

Continuous, uninterrupted access to the Service is not guaranteed. Numerous actions beyond our control may interfere with the Service.

**Governing law, legal jurisdiction and statute of imitations**

The laws of the State of Arizona govern this Agreement, without regard to conflict of law principals, and the Provider’s access to and use of the Service under this Agreement. The Provider submits to the exclusive jurisdiction of the courts in the State of Arizona and waives any jurisdictional venue or inconvenient forum objections to such court.

Before seeking legal recourse for any harm the Provider believes it has suffered from use of the Service, the Provider will give Plan written notice specifying the harm and thirty (30) days to cure the harm after providing such notice. In the event that the Provider believes the Service has irreparably harmed the Provider, the Provider agrees to inform Plan and to give Plan thirty (30) days to cure the harm before initiating any action. The Provider must initiate any cause of action within one (1) year after the claim has arisen, or you will be barred from pursuing any cause of action.

**Service restriction**

Subject to applicable law, Plan and Administrator reserve the right to suspend or deny, in their singular or joint discretion, Provider’s access to all or any portion of the Service with or without notice. Provider agrees that any termination of Provider’s access to the Service may be effected without prior notice. Provider acknowledges and agrees that Plan or Administrator may immediately bar any further access to the Service. Further, Provider agrees that Plan and Administrator shall not be liable to Provider or any Third party for any termination of Provider’s access to the Service.

**Agreement termination**

Either party may cancel this Agreement at any time.

Administrator may immediately issue 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 Administrator, the Provider breaches this Agreement.

Upon termination of this Agreement, Provider agrees to destroy all materials obtained from use of the Service 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.

Accepted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date