



Clever Care EZ-NET Data Access Agreement

I. Responsibilities

1. I understand and accept that being granted access to Clever Care Health Plan, Inc. ("Clever Care") web application, named EZ-NET, requires my acceptance of responsibility for maintaining the integrity and security of Clever Care's data. I am responsible for the privacy and confidentiality of all Clever Care data to which I am granted access.
2. I agree to comply with all Clever Care policies regarding this application, and with all the applicable federal and state laws, including but not limited to HIPAA. I agree that I have taken all required trainings required by federal and state laws, including annual HIPAA trainings.
3. I agree that I am in good standing with the Office of Inspector General (OIG) and not on the OIG Exclusion List. If I am added to the OIG Exclusion List, I will notify Clever Care and understand my access to Clever Care's data and applications will be removed.
4. I will not share any Clever Care data with any third party without the express written authorization from Clever Care's HIPAA Officer. I understand that providing unauthorized access to Clever Care data or information is in violation of applicable state and federal laws, as well as Clever Care's Information Technology Policies. Furthermore, I agree that I will not copy, modify, adapt, sell, or license Clever Care's site or data.
5. I agree to keep all Clever Care data that I access, collect, process and print confidential by following accepted HIPAA practices for secure use of such information. This includes proper utilization of screen blanking, idle system timeouts, password standards, data encryption, and anti-virus software.
6. I agree to return or destroy all Clever Care data in my possession upon the termination of my access to Clever Care's EZ-NET application.
7. I agree to immediately notify Clever Care if my responsibilities for Clever Care data or my system access has been, or might have been, compromised. If I believe there has been a data breach, I will notify Clever Care immediately. In case of reasonable suspicion or actual threat, I will immediately contact the Clever Care Customer Care at 833-388-8168.
8. I understand that violating these terms and conditions will result in my access being revoked without notice and may impact the ability of my provider(s) to maintain online



access to Clever Care 's information systems. I further understand that a violation of these terms and conditions could include additional legal action.

II. Definitions

Clever Care EZ-NET Site: Clever Care publishes a secure website, called eznet.clevercarehealthplan.com, which allows Clever Care contracted providers and their staff the ability to inquire or submit authorizations, verify eligibility, or inquire on claim status from any desktop computer or laptop that supports Internet Explorer in accordance with the specific access rights granted to each user and the specific modules activated for use within the Clever Care network.

III. Service Terms and Conditions

1. Only approved IPA offices and providers may access Clever Care's EZ-NET site. Approval for access must be obtained from authorized Office Manager, or Provider Office coordinator in conjunction with Clever Care.
2. Upon termination of the approved access rights of an individual, the authorized Office Manager or Provider Office coordinator must provide notification to clevercare-ezsupport@ccmapd.com or call 833-388-8168 within 24 hours of termination. Use of the Clever Care site for the performance of activities unrelated to the specific activities of Clever Care is strictly prohibited.
3. It is the responsibility of the approved users with access to Clever Care's EZ-NET site to prevent unauthorized access to information stored at Clever Care. Access may not be shared with any other person.
4. Users will be authenticated through their EZ-NET User ID and password.
5. EZ-NET site access is available Sunday through Saturday from 7:00 AM to Midnight. The hours between Midnight and 7:00 AM are reserved for data backups and preventative maintenance. If more time is required for maintenance or updates, a notice shall be posted or communicated to inform users of the downtime.
6. All computers connecting to Clever Care's EZ-NET site **must:**
 - a. Use the most current anti-virus protection.
 - b. Keep computers updated with the latest critical operating systems patches.
 - c. Use Clever Care compatible firewall protection.



7. When remotely connected to Clever Care's EZ-NET site, all users agree that they are subject to the same rules and regulations that apply to on-site usage.
8. All EZ-NET users must read and agree to these terms and condition for use of the site before a connection is granted.
9. Data collected, stored, backed up, processed or accessed using the EZ-NET site service must be protected according to HIPAA and Clever Care's policies and procedures.
10. All EZ-NET users agree to be opted into receiving communications and notices via email.
11. Warranty: CLEVER CARE EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING IN CONNECTION WITH THIS AGREEMENT, OR ITS IMPLEMENTATION, OR ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE SYSTEM. YOU ACKNOWLEDGE THAT THE SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Clever Care may update this Agreement at any time, in its sole discretion. If Clever Care does so, Clever Care will post the updated Agreement on the Clever Care site or through other communications.

IV. Enforcement: Clever Care's Security Officer, and IT Department along with the designated Office Manager, or Provider Office coordinator are responsible for enforcing this policy. Anyone found in violation of this policy will be subject to immediate access termination. Repeated violations may result in the termination of Provider Access rights to use Clever Care's EZ-NET site.



**USER ACCEPTANCE OF CLEVER CARE HEALTH PLAN PROVIDER NETWORK EZ-NET DATA ACCESS
TERMS & CONDITIONS**

By signing below, I have read and agree to the terms and conditions stated above.

Please complete the information below in its entirety and return it to Clever Care's EZ-NET Department via fax at (657) 276-4758 or email at clevercare-ezsupport@ccmapd.com.

First & Last Name:		
Title:	Phone:	Fax:
Email Address:		
Requested Access	<input type="checkbox"/> Authorizations <input type="checkbox"/> Claims <input type="checkbox"/> Eligibility <input type="checkbox"/> Capitation Reports <input type="checkbox"/> Admin	
Practice Name:		Tax ID:
Primary Address:		
Provider(s): If more than 10 providers, send in a separate sheet with their names and NPIs.	1.	NPI:
	2.	NPI:
	3.	NPI:
	4.	NPI:
	5.	NPI:
	6.	NPI:
	7.	NPI:
	8.	NPI:
	9.	NPI:
	10.	NPI:
Affiliated IPAs (optional)		
User Name: _____	Signature: _____	
Approving Manager / Provider Name: _____	Signature: _____	