

**ePower User Addendum
To The Agreement Between
Community Health Network of Connecticut, Inc.**

and

THIS ADDENDUM (“Addendum”) is attached to and forms a part of the Agreement (“Agreement”) dated _____ by and between the Community Health Network of Connecticut, Inc., a corporation organized under the laws of the State of Connecticut (“CHNCT”), and _____ (“Contractor”), and shall be effective _____ (“Effective Date”). Capitalized terms used herein without definition have the respective meanings set forth in the Agreement.

WHEREAS, CHNCT has decided to offer to its network providers a secure Internet interface, known as “ePower”;

WHEREAS, Contractor, as a network provider, desires for itself or its designated billing agent on behalf of Contractor (“Billing Agent”) to have access to ePower, whereby such Contractor or Billing Agent may access claim information pertaining to claims the providers have submitted to CHNCT for payment, and Member eligibility and related information with respect to such providers’ patients; and

WHEREAS, Contractor, as a network provider, desires to obtain access to ePower through a CHNCT ePower User Account and/or permit Billing Agent to do so on its behalf;

NOW, THEREFORE, the parties hereto agree as follows:

1. Provision of ePower User Account. In consideration of the services provided by Contractor under the Agreement, CHNCT agrees to provide Contractor and/or Billing Agent with access to ePower via an ePower user account (“ePower User Account”), an ePower manual and a hotline that will respond to questions about ePower and Contractor’s or Billing Agent’s ePower User Account during CHNCT’s normal business hours.
2. Computer Requirements. Contractor shall meet and shall cause Billing Agent to meet the following minimum hardware and software requirements before Contractor or Billing Agent completes the ePower User Registration Form, attached hereto as Exhibit A, in order to obtain an ePower User Account:
 - a. Microsoft Internet Explorer 5.5 or greater; Netscape 6.0 (optimized with Internet Explorer 5.5);
 - b. Microsoft 125-bit Cipher update; and
 - c. Minimum window resolution 800x600.

Contractor’s or Billing Agent’s browser must be able to accept “cookies” and must check for new version of stored pages every time ePower is accessed; it is recommended that Contractor or Billing Agent periodically delete temporary Internet (cached) files.

3. Privacy and Confidentiality. Contractor shall comply with and shall cause Billing Agent to comply with all state, federal or local laws pertaining to the confidentiality of patient identifiable health information including, the Health Insurance Portability and Accountability Act of 1996 as amended by the American Recovery and Investment Act of 2009, and implementing regulations which are codified at 45 C.F.R. Parts 160, 162 and 164, as such regulations may be amended from time to time (collectively referred to herein as “HIPAA”). Contractor acknowledges and agrees that the CHNCT Member information that Contractor or Billing Agent may access by using the ePower User Account is protected health information (“PHI”) as defined in 45 C.F.R. §160.103. Contractor agrees and shall cause Billing Agent to agree to the following terms and conditions regarding the use and disclosure of information, including PHI, that Contractor or Billing Agent accesses and/or obtains through use of an ePower User Account:
- a. Contractor and Billing Agent shall use the ePower User Account solely for the purposes described herein, including for providing services to CHNCT Members and reviewing claims submitted in connection with such services, as applicable.
 - b. Contractor and Billing Agent shall permit only the authorized users identified on the ePower User Registration Form to access information on ePower. Contractor and Billing Agent shall grant access as an authorized user only to individuals who need access to perform their job duties for Contractor or Billing Agent.
 - c. Contractor and Billing Agent and their employees, agents and subcontractors shall not use or disclose PHI for any reason other than as permitted under the Agreement, Addendum or as permitted or required by law. Contractor and Billing Agent shall implement appropriate safeguards to prevent inappropriate uses or unauthorized disclosures of PHI by Contractor’s or Billing Agent’s employees, agents or subcontractors.
 - d. Contractor and Billing Agent and their employees, agents and subcontractors shall access ePower only from Contractor’s or Billing Agent’s business location(s) as listed on the ePower User Registration Form and shall not access ePower from any other location.
 - e. Contractor and Billing Agent shall notify CHNCT immediately upon becoming aware of any acquisition, access, use or disclosure not authorized by HIPAA or this Addendum of a CHNCT Member’s PHI. Contractor and Billing Agent shall identify each individual whose PHI has been, or is reasonably believed to have been, inappropriately accessed, acquired or disclosed.
 - f. Contractor and Billing Agent shall provide access to CHNCT, if applicable, to those portions of Contractor’s or Billing Agent’s locations and information systems as may be necessary to monitor Contractor’s or Billing Agent’s compliance with this Addendum.
 - g. Contractor and Billing Agent shall make its internal practices, books and records relating to the use and disclosure of PHI available to CHNCT and/or the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) in a time and manner designated by CHNCT for purposes of determining CHNCT's compliance with HIPAA.
 - h. Contractor and Billing Agent shall respond to and assist CHNCT with responding to an investigation or compliance audit by the Secretary, or an action by an attorney general having jurisdiction.
 - i. To the extent reasonably practicable, Contractor and Billing Agent shall take any action necessary or requested by CHNCT to mitigate and cooperate with CHNCT’s

efforts to mitigate any harmful effect of an unauthorized use or disclosure of PHI. Contractor and Billing Agent shall provide all information and take all action requested by CHNCT and consistent with HIPAA to assist CHNCT in providing notice of such an incident.

- j. All PHI to which Contractor or Billing Agent has access under this Addendum shall be and remain the property of CHNCT.
 - k. Contractor and Billing Agent shall execute any CHNCT-required documentation necessary to receive and obtain or have obtained access to ePower and related PHI.
 - l. Contractor as the HIPAA "Covered Entity" and Billing Agent as the HIPAA "Business Associate," shall execute and comply with a Business Associate Agreement in a form compliant with HIPAA.
4. Security. Contractor's use of ePower will be in accordance with and Contractor shall cause Billing Agent's use of ePower to be in accordance with all applicable HIPAA security requirements, as defined under 45 C.F.R. Part 164. Contractor agrees and shall cause Billing Agent to agree to the following terms and conditions regarding Contractor's or Billing Agent's use of ePower through CHNCT's ePower User account:
- a. Contractor and Billing Agent and their employees, agents and subcontractors shall not inappropriately access ePower by impersonating an authorized user.
 - b. Contractor and Billing Agent shall reset passwords for each of its authorized ePower users on a monthly basis.
 - c. Contractor's or Billing Agent's Primary User, as defined on Exhibit A, shall notify CHNCT of any changes in any Secondary User's access to ePower and shall verify all access information regarding Secondary Users on a monthly basis.
 - d. Contractor and Billing Agent shall notify CHNCT immediately if any of Contractor's or Billing Agent's Primary or Secondary Users should no longer have access to ePower for any reason whatsoever, including, without limitation, the termination of such individual's employment with Contractor or Billing Agent. Upon such notification, CHNCT will promptly disable such individual user's access to ePower.
5. Liability.
- a. CHNCT makes no guarantee that the information accessed by Contractor or Billing Agent through ePower is accurate, complete or reliable. Information obtained through ePower regarding a CHNCT Member's eligibility or claim information does not guarantee benefits or payment.
 - b. EXCEPT AS MAY BE STATED HEREIN, CHNCT MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OR MERCHANTABILITY.
 - c. Contractor's or Billing Agent's use of CHNCT's website and the ePower User Account is at Contractor's and Billing Agent's own risk. CHNCT SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY LOST PROFITS OR ANY CLAIM OR DEMAND OF A SIMILAR NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM, EVEN IF CHNCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Indemnification. Contractor indemnifies, defends and holds harmless CHNCT from any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any breach of this Addendum or applicable law by the Contractor or Billing Agent, including, but not limited to, impermissible uses or disclosures of PHI by Contractor or Billing Agent or Contractor's or Billing Agent's employees, agents or subcontractors and shall cause Billing Agent to indemnify, defend and hold harmless CHNCT from any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of any breach of this Addendum or applicable law by Billing Agent or Contractor, including, but not limited to, impermissible uses or disclosures of PHI by Billing Agent or Contractor or Billing Agent's or Contractor's employees, agents or subcontractors. This provision shall survive termination of this Addendum.
7. Termination.
 - a. CHNCT shall have the right to limit Contractor's or Billing Agent's access to or usage of ePower as an ePower User, or to terminate Contractor's or Billing Agent's ePower User account at any time for any reason without notice.
 - b. Upon the expiration or termination of this Addendum or Contractor's or Billing Agent's permitted access to and usage of ePower, for any reason, Contractor and Billing Agent shall return to CHNCT or destroy all PHI, including such information in possession of Contractor's or Billing Agent's employees, agents or subcontractors as a result of such services and retain no copies. If return or destruction is infeasible, as mutually agreed by the parties, Contractor and Billing Agent agree to extend all protections, limitations and restrictions contained in this Addendum to Contractor's and Billing Agent's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this Addendum and Contractor and Billing Agent shall not use or disclose such PHI and shall maintain its security for so long as Contractor or Billing Agent maintains such PHI.
8. Billing Agent Agreement.
 - a. Contractor shall provide a copy of the Business Associate Agreement and any additional written agreement between Contractor and Billing Agent (the "Billing Agent Agreement") satisfactory to counsel to CHNCT in which the Billing Agent acknowledges and agrees to all limitations, restrictions and rights of CHNCT, and to comply with all obligations under this Addendum applicable to it.
 - b. CHNCT shall expressly be made an intended third party beneficiary of the Billing Agent Agreement.
9. Notices. Any notice to be given under this Addendum shall be made via U.S. Mail or commercial courier at its address given below, and/or to such other address as shall hereafter be specified by notice from the party. Any such notice shall be deemed given when so delivered to or received at the proper address.

If to CHNCT, to:

Community Health Network of Connecticut, Inc.
Attention: President & Chief Executive Officer
11 Fairfield Boulevard
Wallingford, CT 06492-1828

If to Contractor or Billing Agent to:

Street Address: _____
City, CT Zip: _____
Phone: _____

Attention: Practice Manager

10. General.

- a. In the event that any term or provision of this Addendum is rendered invalid or unenforceable by any applicable law or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Addendum shall remain in full force and effect.
- b. Waiver of a breach of any provision of this Addendum shall not be deemed a waiver of any other breach of the same or different provision. In addition, waiver of any provision, obligation or duty as provided in this Addendum shall not constitute a waiver of a future breach.
- c. CHNCT reserves the right to enhance or upgrade ePower applications at any time at their sole discretion.
- d. In the event that ePower is unavailable for use, Contractor or Billing Agent shall refer to the applicable terms in the Agreement for CHNCT procedures.
- e. Contractor certifies and shall cause Billing Agent to certify that information provided to CHNCT by Contractor or Billing Agent, or Contractor's or Billing Agent's employees, agents or subcontractors on the ePower Registration Form, attached hereto as Exhibit A, is accurate and complete. Contractor's or Billing Agent's Authorized Representative gives the ePower Primary User(s) responsibility for ePower usage. The ePower Registration Form may be duplicated as necessary to reflect multiple sites and/or multiple Primary User groups. Contractor or Billing Agent may modify Exhibit A as necessary without CHNCT modifying this Addendum.
- f. This Addendum may be amended by CHNCT at any time upon written notice to Contractor and Billing Agent and shall not require the consent of Contractor or Billing Agent.
- g. Neither the rights nor the obligations arising under this Addendum for Contractor or Billing Agent are assignable or transferable by Contractor or Billing Agent and any such assignment or transfer shall be void and without effect.
- h. Contractor and Billing Agent acknowledge and agree that due to the highly sensitive nature of PHI, there can be no adequate remedy at law for any breach of their obligations hereunder, that any such breach may constitute a breach resulting in irreparable harm to CHNCT, and therefore, that upon any such breach or threat thereof, CHNCT shall be entitled to seek an injunction and other appropriate equitable relief in addition to whatever remedies it may have at law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Addendum by their duly authorized representatives.

COMMUNITY HEALTH NETWORK
OF CONNECTICUT, INC.

Provider Name

By: _____
Sylvia B. Kelly
President & CEO

By: _____
(Authorized Signature)

OR

Please print

By: _____
Anthony Bruno
Sr. Vice President & CFO

(Title)

Date: _____

Date: _____



Exhibit A

ePower® User Registration Form

Instructions for Completion of ePower User Registration Form

Please neatly print or type the following information on page 1 of the Form:

Person Completing Form:	Please indicate the person or persons completing the form.
Date:	Please indicate the date the registration form was completed.
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Contractor Name / Billing Agent:	Please indicate the name of the Contractor or Billing Agent.
Address:	Please indicate the address of the location where ePower will be used.
Phone:	Please indicate the main phone number of the facility at the location where ePower will be used.
Facility Tax ID:	Please indicate the federal Tax ID for the organization
Fax Number:	Please indicate the fax number of the location where ePower will be used.
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User's Name (Primary):	Please indicate the primary contact for communications and the individual responsible for authorizing and verifying secondary users. This individual is responsible for communicating changes in access for secondary users (example: secondary user leaves the organization) and on a monthly basis verifying all current secondary users of ePower included in this agreement.
Phone (Primary User):	Please indicate the phone number of the primary user.
Desired Functionality:	Please indicate desired ePower functionality.
E-Mail Address (Primary user):	Please indicate E-Mail Address of the Primary User
Job Function (Primary User):	Please indicate job function, title or area of responsibility of Primary User.
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User's Name (Secondary):	Please indicate all users of ePower who fall under the responsibility of Primary User included on this form.
Job Function (Secondary User):	Please indicate job function, title or area of responsibility of Secondary User.
Desired Functionality:	Please indicate desired ePower functionality.

Please neatly print or type the following information on page 2 of the Form:

User Name (Technical):	Please indicate all user names for each workstation included in this agreement.
Operating System (Technical):	Please indicate the operating system on the workstation where ePower will be used from. Examples are (Windows 2000, Windows XP, Windows 98, Windows NT, Macintosh, Unix, Linux)
Internet Browser(Technical):	Please indicate the Internet Browser used on the workstation where ePower will be used. Please also indicate the version number. Examples include Internet Explorer 5.5 and Netscape 6.0
Connection Method(Technical):	Please indicate the method of connectivity used on the workstation where ePower will be used. Examples include Dialup via Modem, DSL, Cable Modem and T1.
PC Hardware Specifications:	Please indicate basic information regarding the machine hardware used on the workstation where ePower will be used. Examples include Dell Pentium 4 processor with 256mb RAM.

Person Completing Form: _____ **Date:** _____

Contractor or Billing Agent Information

Contractor or Billing Agent Name	
Address	
Phone	
Facility Tax ID	
Fax Number	

Primary User Information

User's Name	Phone	Desired Functionality
		<input type="checkbox"/> Eligibility Inquiry <input type="checkbox"/> Claim Status Inquiry
Email Address	Fax Number	
Job Function		

Secondary User Information

User's Name	Job Function	Desired Functionality	
		Eligibility Inquiry	Claim Status
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
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