



DAKOTACARE Access Security Administrator Agreement

THIS AGREEMENT is made and entered into by and between South Dakota State Medical Holding Company, Incorporated, and its subsidiary corporation DAKOTACARE Administrative Services, Incorporated, herein collectively referred to as DAKOTACARE, and _____, a Participating DAKOTACARE Provider.

WHEREAS, DAKOTACARE arranges for the provision of comprehensive health care services, managed care plans, claims payment administration for self-funded groups and managed care services to worker's compensation insurers; and

WHEREAS, in providing such health care services in furtherance of the provision of such contractual health care administration, reimbursement, and claims processing services to employers and groups of individuals hereinafter, referred to as Members, it is necessary to provide certain information to providers; and

DAKOTACARE provides for use of DAKOTACARE Providers an Access Provider Portal for Member information directly under the Provider's care in accordance with the terms and conditions of this Agreement; and

DAKOTACARE and the Provider recognize the need to observe, protect, and promote the rights of Members and protect the confidentiality of the Members' medical, personal and financial information;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

Access Provider Portal Terms and Conditions

The Provider acknowledges he/she read the terms and conditions contained herein prior to the utilization of the Access Provider Portal. By accessing or using this Portal, the Provider consents to the terms and conditions contained herein and your designation as the Access Security Administrator.

These Terms and Conditions are in addition to, and do not limit in any way, the provisions of any other agreement you may enter into with DAKOTACARE. None of the content on this site is intended to amend, modify or otherwise replace the written terms and conditions of any provider agreement that you may have with DAKOTACARE.

Acceptable Use

The Access Provider Portal is intended for DAKOTACARE Provider use only and is restricted to the access of information of Members directly under the Provider's care or a Member seeking care from the Provider. Any failure to comply with this agreement or unlawful use of this site or use inconsistent with these terms and conditions is prohibited and will result in an automatic termination of your license to use the site.

Disclaimer

Every effort is made to ensure that the material within this web site is accurate and timely, however, DAKOTACARE makes no warranties or representations as to the accuracy or completeness of the contents, the timeliness or current nature of the contents, or the fact that unauthorized changes may have been made by third parties. All information is provided "as is" without warranty of any kind. DAKOTACARE assumes no liability for interruptions, errors, computer viruses, or other hazards resulting from your use of this site.

Access

Permission to access this site is based upon a provider agreement or other agreement that exists between DAKOTACARE and your organization and this agreement. Access to this site may be suspended or terminated without notice in the event your status as Access Security Administrator is terminated or suspended. By using this site, you warrant that you agree to the terms and conditions of this site. Persons accessing, using or linking to this site may not use, misuse or post to this site any material, data, images, text or graphics that infringes on the copyright, trademark or other proprietary rights of third parties or that is obscene or libelous. In return DAKOTACARE reserves the right to remove any such material deemed inappropriate for any reason from this website.

Privacy

DAKOTACARE respects the privacy of confidential medical and personal information. Additionally, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), require DAKOTACARE take certain steps to maintain the privacy and security of personal and personal health information. We have developed a Notice of Website Privacy Practices and Security Statement that are in use for the protection of the information provided to DAKOTACARE. By agreeing to these Terms and Conditions, you agree that you have read, understand and will abide by these regulatory requirements. Any breaches are to be reported immediately to the Privacy Officer at privacy@dakotacare.com or 605-274-3181.

Audits

DAKOTACARE reserves the right to audit the Provider's use of the Access Provider Portal. The Provider agrees to address any issues identified by the audits following notification of the issues identified.

Security

Protecting the secrecy of your password is your responsibility. If you suspect that your password is known by or has been used by any other individual without authorization, it is your responsibility to notify DAKOTACARE immediately. By use of DAKOTCARE Access, you accept the risk associated with conducting business and accessing information over the Internet.

Wireless Security

The Provider warrants that any wireless network utilized by the Provider will utilize industry accepted security protocols.

Duties

The Security Administrator's duties related to DAKOTACARE Access (<https://access.dakotacare.com>) are:

- Enable user accounts on DAKOTACARE Access for provider users in your organization.
- Disable user accounts if employees terminate employment with your facility or assume duties no longer requiring access.
- Approve claim access for DAKOTACARE Access provider users in your organization.
- Approve Provider Detail Statement (Remittance Advice) access for DAKOTACARE Access provider users in your organization.
- Periodically re-approve access for all users in your organization as requested by DAKOTACARE.
- Notify DAKOTACARE of changes in Tax ID numbers or NPI numbers for your organization.
- Solely responsible for ensuring that any employees accessing information are knowledgeable and comply with the privacy and information security components of HIPAA.

Print 2 copies of this form, complete with the required signatures, and return to:

DAKOTACARE
Attn: Provider Relations Dept.
P.O. Box 7406
Sioux Falls, SD 57117-7406

NOTE: Be sure to include your username and email address on the form.

Reservation of Rights

DAKOTACARE fully enforces its rights under this Agreement. Users who violate the terms and conditions of this Agreement may be liable for damages or subject to criminal prosecution. Our failure to enforce any provision of this agreement shall not be construed as a waiver of any provision or right.

Please list facility Tax ID Number ('s):

1)	2)	3)
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Provider Organization Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Phone Number: _____ Fax Number: _____

Access Security Administrator Name: _____

Access Security Administrator Username: _____

Access Security Administrator Email Address: _____

Signature of Access Security Administrator _____

Signature of CEO, CFO, Clinic Manager or Business Manager

Date