

This agreement is entered into by and between the Commonwealth of Massachusetts Executive Office of Health and Human Services ("EOHHS") and the undersigned organizational user ("User"), authorized by EOHHS and its constituent agency or agencies ("EOHHS Agency") to access, use and receive information from the Enterprise Invoice Management business service ("EIM") and/or the Enterprise Service Management business service ("ESM"), through the EOHHS Virtual Gateway ("VG").

Assurance of Compliance: The following terms of agreement apply to User's access to and utilization of EIM/ESM. User understands that it may not access or use EIM/ESM without first signing and implementing the terms and conditions of the EOHHS Virtual Gateway Services Agreement. User agrees to comply with all VG business service requirements during the term of its contract with the EOHHS Agency, including, but not limited to, EIM/ESM. User agrees to ensure that its employees, contractors, agents and affiliates who are authorized to use EIM and/or ESM are designated the appropriate data access levels, or security roles, and shall comply with all applicable confidentiality and security requirements. User further agrees to sign and be bound by any additional riders, amendments or agreements for specific business services as may be required by EOHHS and/or the EOHHS Agency and to ensure that its employees, contractors, agents and affiliates who are upon requirements.

Minimum Technical Requirements: User represents that it, as well as any of its employees, contractors, agents, or affiliates utilizing EIM and/or ESM shall have sufficient capacity to access such business services through a web browser such as Internet Explorer (6.0 or above), and a broadband Internet connection that is capable of high speed data transmission such as a Local Area Network (LAN), a cable modem, or a digital subscriber line (DSL).

EIM/ESM Services: The EIM business service permits User to transmit, access and receive information related to invoice and claims data for service deliverables and individual client claims. The ESM business service permits User to transmit, access and receive information related to applicants for or recipients of services from User or an EOHHS Agency. User agrees that it shall promptly submit all invoices, claims and required data fields, and utilize EIM/ESM in the manner described by EOHHS and/or the EOHHS Agency, and as set forth in the POS Business Operations Manual. User agrees to follow all general EIM/ESM policies, procedures, and operating instructions, as well as any specific EIM/ESM requirements of EOHHS and/or the EOHHS Agency. User further agrees to take all necessary steps to ensure that its employees, contractors, agents and affiliates who are authorized to use EIM and/or ESM appropriately utilize the VG business services. Such actions may include, but are not limited to:

- ensuring that required access documents are executed;
- assigning and monitoring appropriate security roles;
- providing additional provider-level training if necessary; and
- providing supervision and provider-level support for the specified business service(s) if necessary.

Training and Help Desk: User agrees to complete and ensure that all employees, contractors, agents and affiliates who are authorized to use EIM and/or ESM complete all training required

by EOHHS and/or the EOHHS Agency to facilitate the transition from existing services to the EIM/ESM. User agrees to contact the VG Help Desk between 9:00 AM and 5:00 PM at 800.421.0938, for all questions and requests for assistance.

Controlling Rider: If User signs more than one rider relating to the same VG business service, the later dated rider shall be controlling.

Term and Termination: The term of this rider shall commence upon execution by User, and shall continue in effect until the expiration of the underlying contract with an EOHHS Agency or the EOHHS Virtual Gateway Services Agreement, unless terminated earlier by EOHHS and/or the EOHHS Agency.

Date:

Print User Name (Legal Entity)

User FEIN (Tax ID)

Print Authorized Representative Name

Print Authorized Representative Title

Signature