



**INDEPENDENT HEALTH ASSOCIATION, INC.
INTERNET INFORMATION DELIVERY AGREEMENT**

This Internet Information Delivery Agreement (the "Agreement") is between You _____ and Independent Health Association, Inc., its affiliates and subsidiaries (Name of Provider or Group Health Plan) ("Independent Health") with a principal place of business at 511 Farber Lakes Drive, Buffalo, New York 14221. By using Independent Health's EDI web application, service marked Transaction Assistant, accessed through Independent Health's Web Site, you agree to the terms and conditions of use set forth below in this Agreement:

(1) YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING TRANSACTION ASSISTANT. YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND CONDITIONS OF USE AND THAT YOU ACCEPT THE TERMS HEREOF. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS OF USE, YOU SHALL NOT ACCESS OR OTHERWISE USE TRANSACTION ASSISTANT.

(2) Independent Health reserves the right, in its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on Transaction Assistant. You are responsible for reading such changes on Transaction Assistant.

(3) You agree to comply with the Health Insurance Portability and Accountability Act of 1996, and its regulations, as may be amended from time to time (hereinafter the "HIPAA"). You certify and agree that you are either a health care provider or a group health plan, and thus a "covered entity" as those terms are defined under HIPAA, and that you shall comply with all HIPAA requirements applicable to a covered entity.

(4) As you and Independent Health are both covered entities under HIPAA, your use of Transaction Assistant and your performance of certain functions using "health information", as defined under HIPAA, available through Transaction Assistant, means that your use of Transaction Assistant hereunder qualifies you as a "trading partner", as defined under HIPAA. As a trading partner, you agree to conduct your transactions hereunder under HIPAA's transaction standards and in accordance with the following limitations:

- (a) You agree not to change any definition, data condition or use of a data element or segment in any health information as proscribed in HIPAA.
- (b) You agree not to add to any health information in any data elements or segments to the maximum data set as proscribed in HIPAA.
- (c) You agree not to use any code or data elements in any health information that are either marked "not used" in HIPAA's Transaction Standards' implementation specifications or are not in HIPAA's Transaction Standards' implementation specifications.
- (d) You agree not to change the meaning or intent of any health information.
- (e) You agree and understand that there exists the possibility that Independent Health or others may request an exception from the uses of a standard in the HIPAA's Transaction Standards. If this occurs, you agree that to participate in such test modification.
- (f) You agree and understand that from time-to-time, HIPAA's compliance dates for Transaction Standards may be modified. You agree to incorporate by reference into this Agreement any such modifications or changes.
- (g) You agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, which ever is longer.
- (h) You agree that the health information shall be and remain the property of Independent Health. You agree that you acquire no title or rights to the health Information, including any de-identified information, as a result of this Agreement.

(5) You agree that Independent Health shall have the right to terminate this Agreement at once if it determines that you have violated a material term of this Agreement. Upon termination of this Agreement all information which you have obtained through Transaction Assistant and maintain in any form, shall be promptly returned to Independent Health or destroyed and you shall retain no copy.

(6) Transaction Assistant is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions, and other copyright laws. All materials contained on Transaction Assistant are protected by copyright, and are owned or controlled by Independent Health or the party credited as the copyright holder. You will abide by any and all additional copyright notices, information, or restrictions contained in any content of Transaction Assistant. You may print and download reports contained on Transaction Assistant only for treatment, payment or health care operations purposes as those terms are defined in HIPAA, provided that you maintain all copyright and other notices contained in such content. Copying or storing of any content for other uses is expressly prohibited without the prior written permission from Independent Health.

(7) Independent Health may change, suspend or discontinue any aspect of Transaction Assistant at any time, including the availability of any Transaction Assistant feature, database, or content. Independent Health may also impose limits on certain features and services or restrict your access to parts or all of Transaction Assistant without notice or liability.

(8) You agree to use Transaction Assistant and any information available through it only for the purposes stated in this Agreement and not in any manner that is prohibited by any law or regulation, or to facilitate the violation of HIPAA or any law or regulation, including invasion of privacy of third parties, impersonation of other persons or entities. You agree not to use Transaction Assistant to violate the security of Transaction Assistant or attempt to utilize another user's identification or password without authorization from that user. You agree to protect your user identification and password from unauthorized use. You agree to use appropriate safeguards to prevent use and disclosure of the information obtained by you through Transaction Assistant. You agree to report to Independent Health any use or disclosure of information obtained through your use of Transaction Assistant which is not provided for by this Agreement and of which you become aware within five days.

(9) You agree to access and use Transaction Assistant and all data and information available through Transaction Assistant, in a manner which complies with HIPAA and Federal and New York State laws and regulations regarding confidential patient information and individually identifiable information. You agree to not use or disclose any information obtained through Transaction Assistant other than as permitted by this Agreement. Any disclosure of information obtained by you through Transaction Assistant must be de-identified unless disclosure is made to a person who has an appropriate consent or authorization from the subject of the information as required by HIPAA. As used herein de-identified means edited to remove all identifying characteristics of the subject, the subject's family, the subject's health care provider and any other information that can be used to identify the subject as defined by HIPAA. You agree that any employee, agent, representative or consultant of yours, to whom you provide information obtained through Transaction Assistant, shall agree in writing to the same restrictions and conditions that apply to you with regard to such information as set forth in this Agreement and HIPAA.

(10) You agree to provide any member of Independent Health access (to inspect and obtain a copy) to his or her protected health information in designated record sets as defined in HIPAA. You need not provide access to information that is duplicative of the information held by Independent Health for so long as the information is maintained. You agree to make amendments or corrections to an Independent Health member's protected health information when notified by Independent Health that it has accepted a member's request to amend or correct such information. You agree to make your internal practices, books, and records relating to the use and disclosure of information obtained through Transaction Assistant available to the Secretary of Health and Human Services for the purpose of determining Independent Health's compliance with HIPAA.

(11) Individuals whose individually identifiable health information is disclosed under this Agreement are intended third-party beneficiaries of this Agreement.

(12) The information provided through Transaction Assistant is derived from claims/encounter and enrollment data, which is supplied by third parties. Therefore, Independent Health does not guarantee the accuracy of the information provided through Transaction Assistant. Further, the information provided through Transaction Assistant is subject to change due to claims adjudication, reconciliation of enrollment records and other changes necessary due to the claims administration process.

(13) You hereby agree to indemnify, defend and hold Independent Health and its affiliates, licensors and licensees harmless from and against any and all liability and costs incurred in connection with any claim arising out of any breach by you, your employees, agents, representatives or consultants of this Agreement, any acts by you, your use of Transaction Assistant, or your use or disclosure of any information obtained by you through Transaction Assistant including, without limitation, direct, incidental, consequential, punitive or exemplary damages, attorneys fees and costs regardless of the type of claim or nature of action. You shall cooperate as fully as reasonably required in the defense of any claim. Independent Health reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you and you shall not in any event settle any matter without the prior written consent of Independent Health.

(14) TRANSACTION ASSISTANT IS PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INDEPENDENT HEALTH MAKES NO WARRANTIES AND SHALL NOT BE LIABLE FOR USE OF TRANSACTION ASSISTANT, INCLUDING ANY INTERRUPTION OF OR ERROR IN THE SERVICE UNDER ANY CIRCUMSTANCES, INCLUDING INDEPENDENT HEALTH NEGLIGENCE. UNDER NO CIRCUMSTANCES SHALL INDEPENDENT HEALTH BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF OR INABILITY TO USE TRANSACTION ASSISTANT, EVEN IF INDEPENDENT HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(15) This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located in the County of Erie, State of New York.

(16) This Agreement constitutes the entire agreement between Independent Health and you with respect to your use of Transaction Assistant. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion hereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

(Name of Provider or Group Health Plan)

INDEPENDENT HEALTH ASSOCIATION, INC.

(User Name)



(User Signature)

Michael W. Cropp, M.D., President and CEO

(Authorized Representative Signature)

(Date)