INDEPENDENT HEALTH’S
HEALTHY BENEFITS FITNESS PROGRAM
ORIENTATION MANUAL
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I. INTRODUCTION

Independent Health’s Healthy Benefits Fitness Program is a benefit for Independent Health’s Medicare Advantage members. For a $20 out of pocket activation fee, the Healthy Benefits Fitness Program provides members access to one participating facility for one full calendar year beginning on January 1st of each year. The remainder of the cost will be reimbursed directly to the facility by Independent Health, in accordance with the terms stated within the Health and Wellness Registration Form.

To qualify as a participating fitness facility, gyms must meet credentialing requirements as set forth by Independent Health. The membership offered to Independent Health’s Medicare Advantage members must at minimum include the same services offered under the facility’s basic gym membership. Independent Health does not require gyms to offer free classes to participate, but if free classes are included in the normal membership then Independent Health requires that those same free classes be made available to Healthy Benefits Fitness Program members. If your facility does not include free classes for Independent Health’s Healthy Benefits Fitness Program membership, the member (if they choose) may pay the fee for any class (out of pocket).
II. NEW GYMS – BECOMING A PARTICIPATING FITNESS FACILITY

a. Contracting & Credentialing
   1. Contact Independent Health’s Provider Relations Department at (800) 736-5771
   2. Interested facilities will be sent and requested to complete and return Independent Health’s “Vendor Request for Registration in Health & Wellness Network” form. The completed form will be used to determine if your facility meets the requirements for becoming a participating location.
   3. If approved, a copy of the “Health and Wellness Network Registration Form” will be sent along with a blank W-9 form for your completion. This document will need to be signed and returned to Independent Health prior to accepting any Healthy Benefits members.
   4. Once all the documents are completed and received, your facility will be added to the Vendor Network Listing. Once this is completed a welcome packet will then be forwarded, which will include a copy of your facility’s agreement along with a current network tip sheet.
   5. IMPORTANT: Contracts are location specific. Should you open a new gym you will need to go through the full contracting process for that facility to have it added to the network.

b. Signing Up for Transaction Assistant
   1. Transaction Assistant (TA) is Independent Health’s secure, web-based system for submitting Health Insurance Portability and Accountability Act (HIPAA) compliant transactions and retrieving response files.
   2. To get signed up for Transaction Assistant, participating facilities need to complete and return the following attachments via fax to Independent Health’s E-Commerce Department at (716) 929-1062:
      i. Attachment A – Electronic Orientation Checklist
      ii. Attachment B – Electronic Claims Sender Request Form
      iii. Attachment C – Independent Health Inc. Transaction Assistant Internet Information Delivery Agreement
      iv. Once the TA attachments have been processed by the E-Commerce team, an email will be sent to the appropriate person within your organization. This email will include:
         • The contact person’s TA account Login and Password
         • TA internet address/URL
         • An Excel Roster template which will be used for submitting your monthly member visits
   IMPORTANT: If there is more than one submitter within your organization, each submitter will need a login. To obtain more than one login, please contact the EDI department at 635-3911 to obtain the appropriate forms.

c. Signing Up for the IntelliScan Web-Based Inquiry Tool
   a. Go to www.intelliscaninc.net/iha/fitness
   b. Email Address field – enter the email address you used when signing up for Healthy Benefits
   c. Password field – enter the word “fitness” as your temporary password (you will be prompted to set a permanent password)
   d. If you have more than one gym location, you will be prompted to select one.
III. MANAGING THE PROGRAM

a. Enrolling Members

Step 1: Verifying Eligibility

i. Ask member to provide a copy of their current Independent Health member ID card. Eligible members will have "Healthy Benefits" under the Benefits section on the lower left side of their ID card (see image below):

![ID Card Image]

- IMPORTANT: A Medicare Advantage ID Card that does not have this information should not be accepted as a valid enrollment to your facility. Please contact Provider Relations at (800)-736-5771, Monday - Friday, 9 a.m. – 6 p.m.

Step 2: Verifying Eligibility (continued)

ii. Login in to the IntelliScan Web-Based Inquiry Tool using the login and password for your facility.

iii. Enter the member's ID number or member's last name as it appears on their Independent Health ID card.

iv. Verify with the member their month and day of birth (year is not required). The eligibility inquiry will return (display) a date that shows the effective and termination date of the member.

- A termination date of 12/31/2999 indicates that the member is currently effective for the HBFP.
- If you see a termination date other than 12/31/2999 (i.e. 3/31/2014) this means that the member is only eligible to receive the HBFP until that date.
- If you enroll the member into the HBFP after the termination date, your facility will not be reimbursed for any of member's visits.

IMPORTANT: Be sure to validate your members' eligibility often as they can terminate their Independent Health insurance at any time.
Step 3:

v. Collect the $20 activation fee from the member.
   - IMPORTANT: Your facility should not collect an activation fee or bill Independent Health until you have verified the member’s renewal date with your facility (if applicable).

Step 4:

vi. For billing purposes, collect the following information from the member:
   - Last Name
   - First Name
   - Independent Health Member ID # - IMPORTANT: All IHA member ID #s are a total of 11 characters/digits
   - Date of Birth
   - Gender

b. Documenting Monthly Utilization

1. Track each visit made by all Healthy Benefits members.
2. Using the provided Excel spreadsheet, complete the roster for all Healthy Benefits members that visited your facility during the previous calendar month. The Excel spreadsheet should be populated as follows: See following page.
   i. Column B (First Day of Month) – this field should be populated with the first day of the month that you are submitting for regardless of the date(s) of visit for the individual members (i.e. a roster for February should have 02/01/2015 for all members).
   ii. Column C (Last Name) – enter the member’s last name as it appears on their ID card.
   iii. Column D (First Name) – enter the member’s first name as it appears on their ID card.
   iv. Column E (Independent Health Member ID #) – enter the member’s ID number as it appears on their ID card. - IMPORTANT: All IHA member ID #s are a total of 11 characters/digits
   v. Column F (Date of Birth) – enter the member’s date of birth (mm/dd/yyyy).
   vi. Column G (Gender) – enter the member’s gender (M/F)
   vii. Column H (Units) – enter the number of visits each member made within the applicable calendar month, not to exceed six. Regardless of the number of visits, your facility should only report up to the first six. If a member did not attend during the month you are billing for, they should not be included on that month’s roster.
c. Submitting Utilization to Independent Health for Payment
   a. Submit the billing roster on a monthly basis to Independent Health through Transaction Assistant by visiting https://transactionassistant.independenthealth.com/taweb/
   b. Log in using your assigned user ID and password.
   c. Upload Excel spreadsheet:
      i. Step 1: Click on Upload – Found In the menu bar on the left of TA’s home page.
      ii. Step 2: Select the browse button - Enter the path to where the monthly roster spreadsheet is saved on your computer. Highlight the spreadsheet name for the month you want to submit

   IMPORTANT: All columns listed above must be filled in order to receive proper payment. Partially completed lines will cause errors.
iii. **Step 3**: Click “Open”. This should direct you back to the “Upload” page in Transaction Assistant,

iv. **Step 4**: Select the upload button to submit the roster.

v. **Step 5**: You will receive the following message: “Successfully uploaded file: your file name and file size.”

vi. **Step 6**: If you do not receive the message above, there is something within the spreadsheet that needs to be corrected. If this happens, please contact the E-Commerce Department at (716) 635-3911.

vii. **Step 7**: Review the file response reports within TA. These reports will provide important roster processing information.

viii. **Step 8**: For additional information and screen shots regarding Transaction Assistant reference Section IV of this manual titled Transaction Assistant Tip Sheets.
IV. TRANSACTION ASSISTANT TIP SHEETS

Login to TA:

Enter in your email & password. These were provided to you in your orientation.

Welcome to Independent Health’s Transaction Assistant.

Independent Health’s Payer ID is 95308.

170 days left until the cutover to ICD-10 coding (October 1, 2015). [ICD-10 Resources]

573 days left until the deadline for using Health Plan ID (HPID) (November 7, 2016)

Independent Health requires providers to test transactions containing their NPI.

Please be sure to review your .html/.txt, 277CA, and .err reports carefully and contact us with any questions you may have.

If you have more than one relationship with Independent Health per NPI please contact us for special submission instructions.

WILL YOU BE READY? You should be working with your software vendors NOW to assure that your systems will be ready for the conversion to ICD-10 coding.

If you need any assistance, call our e-Commerce Call Center at (716) 615-3911 or e-mail us at e-commerce@independenthealth.com. Our e-Commerce Call Center is available to assist you Monday-Friday from 7:00am to 5:00pm ET, excluding holidays.
Accessing the Upload Page:

Select the Upload link to access the upload page.
Upload your spreadsheet:

1. Click the browse button & navigate to the spreadsheet you want to upload on your PC.

2. Click the upload button to submit your file. Note that if you have access to multiple trading partner IDs you will see a dropdown allowing you to select one. It is critical that you select the trading partner ID that corresponds to the location you are submitting for.
Validating successful upload:

If you see the above message, your file was successfully transmitted to IH. If this message is absent, the file was not uploaded and another attempt should be made.
View your response files:

1. Select the View link to view the response files from previously submitted files. Response files should be available within approximately 30 minutes of submission. HTML & TXT reports are related to errors and need to be reviewed. Any visit submission that is in error will need to be resubmitted.

2. View the response file by clicking the link. If you have access to multiple trading partners you will need to select one from the dropdown first. For every roster submission there should always be a .999, TA1 and an IH 277CA report. If not, call the eCommerce department at 635-3911.

3. Hit the X to delete old response files when you have finished reviewing them and have resubmitted any claims in error.

Please allow 24-hours for processing to complete before contacting IH with questions about any files you uploaded.
Troubleshooting errors:

If a member visit submission generates an error, an .html & .txt file will be posted along with the other response files. This means one or more of the entries you submitted was not sent on for processing. Each entry will need to be corrected & resubmitted in order to receive payment. IMPORTANT: Only the entries that are listed in the error reports need to be resubmitted, not the entire file.

In order to assist you with reading the error reports, the following table can be used to help you locate potential errors on your file. There are 3 digit codes used to identify various parts of a claim. These codes appear in the Error Message text on your reports:

<table>
<thead>
<tr>
<th>3-digit code</th>
<th>Meaning</th>
<th>Possible errors</th>
</tr>
</thead>
<tbody>
<tr>
<td>DTP</td>
<td>Date of visit</td>
<td>Missing dates, invalid dates</td>
</tr>
<tr>
<td>NM1</td>
<td>Member information</td>
<td>Missing last name, first name or member ID. Invalid member ID (must be 11 digits).</td>
</tr>
<tr>
<td>DMG</td>
<td>Member demographics</td>
<td>Missing or invalid birthdate. Missing gender code.</td>
</tr>
</tbody>
</table>

One other common error is: *Clm: Member not eligible for this Date Of Service Error# 32053*. If you receive this message verify the member is eligible in Intelliscan and that the member ID is entered correctly. Also verify that the date of service is not prior to 1/1/2014.

The above is not a complete listing of all possible errors, but should be used as a guide in identifying potential problems in your spreadsheet. If you have further questions please feel free to contact EDI Hotline (716 635-3911)

Once you have identified and corrected your errors, resubmit a new spreadsheet that contains only corrections. This will ensure payment for all your members.
Vouchers:

The Explanation of Payment report (EOP) is a paper report that will be mailed to you after the claim visit change has been processed. The claims payment file is produced weekly, although there is no guarantee that your claims will be paid within one week of roster submission. All claims should be paid within 45 days. This report will detail payment or denial for each member submitted on your roster. Please note that all claims are billed at a set $20 rate, however you will be reimbursed for each claim according to your contracted rate. Also, you will not be paid for more than 6 visits per month per member. In order to reduce paper waste and simplify your balancing, please submit no more than 6 visits per member, per month.

If you have any questions on this report please contact the provider relations department at (800) 736-5771.
V. PAYMENT RECONCILIATION

a. Viewing Reports

ix. Select View from the menu bar on the left side of the TA’s home page. On this page you will be able to view the response files that are produced by the validation system. Any errors in your files will be reported here.

The below reports should be present for all roster “Uploads”. They are informational and do not need to be reviewed. If these reports are not visible for each roster submitted, the roster has failed due to errors. Call the e-Commerce Department at (716) 635-3911

<table>
<thead>
<tr>
<th>TA1 &amp; 999</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interchange Acknowledgements– indicates file was readable and identifiable by Independent Health.</td>
</tr>
</tbody>
</table>

x. Error Reporting

- HTML/TXT – (two versions of the same report)

  These claims have not been processed. The errors must be corrected and resubmitted within 90 days of date of service.

b. Understanding Your Response Files

Error Reports

As discussed on the previous page, the HTML & Txt reports are custom reports generated by the Independent Health validation process. The errors reported in these files must be corrected and the claims resent in order for them to be processed. If you have any difficulty understanding the errors reported in the HTML/Txt reports please contact the eCommerce hotline at (716) 635-3911 for assistance.
Explanation of Payment Report

The Explanation of Payment report (EOP) is a paper report that will be mailed to you post-processing by the adjudication system. This file is produced weekly although there is no guarantee your claims will be paid within one week. All claims should be paid within 45 days. This report will detail why claims were either paid or not. Please note that all claims are billed at a set $20 rate, however you will be reimbursed for each claim according to your contracted rate. If you have any questions on this report please contact the provider relations department at (800) 736-5771.

Balancing your Claim Files

In order to ensure all your submitted claims were processed it is very important to balance your claim files. In order to “balance” you should take the (A above) number of visits/claims in error (html report) plus the (B above) number of visits/claims paid and compare this total to the total number of member visits/claims submitted on the monthly roster.

\[ A + B = \text{Total Claims} \]
VI. CONTACT INFORMATION

a. E-Commerce
   i. Phone: (716) 635-3911, M-F, 8am – 4:30pm
   ii. Email: e-commerce@independenthealth.com
   iii. When to call e-Commerce:
        1. If you are having problems submitting
        2. If your response files are not available
        3. If you have a question regarding a response file
        4. To request an orientation
        5. Questions on data requirements or data integrity
        6. If you are having trouble with Transaction Assistant
        7. If you have questions or want to follow up on the three EDI Forms (Attachment A-C)

b. Provider Relations Department Call Center
   i. Phone: (800) 736-5771, M-F, 8am – 5pm
   ii. Email: providerservice@servicing.independenthealth.com
   iii. When to call Provider Relations:
        1. If you have a question on how a claim paid
        2. If you are missing a payment for a claim you submitted
VII. FREQUENTLY ASKED QUESTIONS

What is Transaction Assistant Navigation?
Transaction Assistant (TA) is Independent Health’s secure, web-based system for submitting Health Insurance Portability and Accountability Act (HIPAA) compliant transactions and retrieving response files.

Do members have a debit card they use for membership?
No, these members do not get a debit card. They are required to pay the $20 activation fee out of their own pocket and then the rest of the reimbursement is made directly to the vendor by the IHA based on how frequently the member visits.

How often are members required to pay the $20 activation fee?
Regardless of the date of enrollment, all Healthy Benefits members are responsible for paying a $20 activation fee each calendar year. For example, if a member was to sign up in November they are responsible for paying a $20 activation fee. If that same member re-enrolls at your facility any time the following year they would be responsible for paying an additional activation fee.

Do members need their Independent Health ID card each time they visit my facility?
No, but it is important that your facility collects the required information from the card when it is initially presented. Members will only need to bring their Independent Health ID card the first time they visit and enroll with a facility. After the first visit they should bring the facility-supplied card.

Can a member join more than one facility?
No. Members are only allowed to register at one facility per plan year.

Are classes included in the cost of membership?
Sometimes, but not always. We don’t require gyms to offer free classes to participate, but if they are included in their normal membership then we require they also include them in Healthy Benefits. Some also have classes specifically for Healthy Benefits members.

Can members pay out-of-pocket for classes and services not covered by my facility’s basic membership?
Yes, but they cannot use their Independent Health ID card as payment for those classes or services.

Are there other services available through the Healthy Benefits Fitness Program?
No, this benefit is for a one calendar-year fitness membership only.

What about “snowbirds” members, who go out of the area for the winter, can they use gyms out of the area?
No, coverage under the Healthy Benefits program is limited to only those gyms located within our service area (within the 8 counties of Western New York) that have agreed to participate.

What if a member loses their card or has questions about this benefit?
If members have questions or issues with regard to this benefit they should contact Independent Health’s Member Services Department at (716) 250-4401 or 1-800-665-1502. TTY users should call 1-800-432-1110.

Hours of Operation:
October 1 – February 14: Monday – Sunday, 8 a.m. – 8 p.m.;
February 15 – September 30: Monday – Friday, 8 a.m. – 8 p.m.
What is Transaction Assistant Navigation?
Transaction Assistant (TA) is Independent Health’s secure, web-based system for submitting Health Insurance Portability and Accountability Act (HIPAA) compliant transactions and retrieving response files.

What if I want to change the person who submits monthly billing for our gym?
Please call E-commerce at (716) 635-3911.

What if I am already in the network and open a new location?
Each location must be separately contracted. For more information regarding how the online billing would work in this scenario, please contact the Contracting Department.

How often can members come each month?
Although Independent Health only reimburses for the first six visits per member per month, those members may visit the facility as frequently as they’d like.
Attachment A
Electronice Orientation Checklist

Please sign and return to Independent Health in the self-addressed envelope provided

1. ___ I was notified that web upload submission methods are available 24/7 with periodic downtime for maintenance.

2. ___ Independent Health’s Transaction Assistant\textsuperscript{SM} functionality was reviewed and I have received the User Guide. I understand how to confirm that my file was received, processed and I can identify errors. I have signed a copy of the License Agreement for use of Independent Health’s Transaction Assistant\textsuperscript{SM}.

3. ___ The importance of response files (html/txt) was explained.
   - All claims on the HTML/txt error report must be corrected and resubmitted within 90 days from the date of service. Please contact Provider Relations at (716) 631-3282 or 1-800-736-5771 with any questions.

4. ___ I understand that my electronic sender identification will be provided to me. I will keep this identification number with my provider number and my vendor number so that I have all necessary provider information when I need to call Independent Health.

5. ___ I know that if I ever add a new location, change my tax ID, or change address information that I must contact Independent Health so that these changes can be made to my provider profile.

________________________________________  __________________________
Facility Representative                        Date

________________________________________  __________________________
Independent Health Representative            Date
Attachment B
Electronic Claims Sender Request Form

Please sign and return to Independent Health in the self-addressed envelope provided or fax the completed form to (716) 929-1062.

Please contact the e-Commerce call center at (716) 635-3911 if you have any questions.

Please indicate the transaction(s) you would like to exchange:

☐ ANSI 837 Professional

Date of Request: __________, Facility Name: ____________________________________________

Office Address: ________________________________________________________________

City: ____________________________, State: ______ Zip Code: _________________________

Facility Contact Person: _______________ Contact Phone Number: ______________________

Fax Number: _______________ E-Mail Address: _______________________________________

*Please fill out an additional request form for each tax identification number*

Facility Tax Identification Number: ________________________________________________

Facility Owner/Manager’s Signature: ______________________________________________

*** Office Use Only ***

Sender ID: _______________ Implementation Date: ____________ Orientation Date: ____________

Submission Method: ☐ Web Upload
Attachment C

Independent Health Inc. Transaction Assistant
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 prescribed in HIPAA.
   b. You agree not to add to any health information in any data elements or segments to the maximum data set as prescribed 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, whichever 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. 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.

INDEPENDENT HEALTH ASSOCIATION, INC.

____________________
(Name of Provider or Group Health Plan)

____________________
(User Name)

____________________
(User Signature)

____________________
(Authorized Representative Signature)

____________________
(Date)

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