



PARTNERS
HEALTH PLAN

HealthSmart[®]
Get Better

Partner's Health Plan, NY Provider Enrollment Packet

Dear Provider,

Partner's Health Plan, NY is now able to provide Electronic Claim Submissions in the standard 837P and 837I (Professional and Institutional), as well as ERAs (electronic remittance advices) in the standard HIPAA 835 format. Delivery of the 835 ERA files is via a secure ftp internet site and the files will be made available on a weekly basis for you to pick up through HealthSmart Information Systems.

Our clearinghouse fees are waived for Partner's Health Plan, NY providers for this service.

To begin using this service, please fill out the attached EDI & ERA (835) enrollment forms along with the User License Agreement and fax, them to (806) 473-2425 attention: Enrollment. Make sure the form is complete by listing each location and provider Tax ID that is to be included in the enrollment.

To receive payment via Electronic Funds Transfer (EFT) , you must enroll with HealthSmart's ePayment Center at <https://healthsmart.epayment.center/Registration>. Any questions regarding EFT may be directed to help@epayment.center or by calling (855) 774-4392

Please include your technical EDI contact name and phone number on the form. We will begin by sending your EDI contact a test file to ensure that it can be processed through your system without any issues before we put it into production.

Partner's Health Plan, NY enrollment

HealthSmart Benefit Solutions
222 W Las Colinas Blvd 400N
Irving, Texas 75039
877-737-0510

HealthSmart Information Systems Submitter Enrollment Form

Provider/Submitter Information-This information is for the actual submitter of electronic transactions. It can be a provider and/or billing service that submits on behalf of a provider.

Provider/Submitter Name		PHP-			
Address					
City		State		Zip Code	
Phone		Fax		Email Address	
Primary Contact					
Tax ID #			NPI #		
If you are a group practice or billing service with multiple tax id's and NPIs, please list those numbers, along with the provider's name, on an attached page.					

EDI Software Vendor Information-This information pertains to your Practice Management Software and/or the company that provides software support for your office.

Company Name					
Address					
City		State		Zip Code	
Phone		Fax		Email Address	
Primary Contact					

Claim Information-Please select the appropriate Claim Type and/or Real-Time transactions you plan on sending and/or receiving from HealthSmart Information Systems. If you are unsure what Claim Types you send or Real-Time transactions you will be interested in please verify this information with your Practice Management Software vendor.

Partners Health Plan - New York:14966

Claim Types	Other Transaction Types
<input type="checkbox"/> 837 Professional Claims version 5010A1 <input type="checkbox"/> 837 Institutional Claims version 5010A2 No Fee will be attached to 837P or 837I EDI claim submissions	<input type="checkbox"/> 835 Electronic Remittance Advice (ERA) No Fee will be attached to ERAs (835s)

Additional Submitter Information-The File Upload/Download method refers to how you will upload/download claim files. If you are not sure how to complete this section please contact your software vendor for assistance.

File upload/download method Online Portal <input type="checkbox"/> Secure FTP <input type="checkbox"/>
Response Report Format: <input type="checkbox"/> HealthSmart Information Systems (Text Report Format) <input type="checkbox"/> HealthSmart Information Systems (Machine Readable Format)

Please complete this document & fax it to HealthSmart Information Systems at 806-473-2425. If you have any questions, please contact HealthSmart Information Systems' Enrollment Department at 888-744-6638.

User License Agreement

This AGREEMENT is made and entered into between HealthSmart Information Systems with an address at 2002 West Loop 289, Suite 103, Lubbock, TX 79407, hereinafter referred to as HealthSmart Information Systems, and the PARTICIPANT who wishes to use the electronic services of HealthSmart Information Systems in accordance with HealthSmart Information Systems' services policy. NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. LICENSE. Subject to the terms and conditions of this agreement, HealthSmart Information Systems grants to Participant a non-exclusive and non-transferable right for the term of this agreement the use of the service described in this agreement. This license does not include any source code or system documentation. HealthSmart Information Systems reserves the right from time to time in its sole discretion, without any liability to Participant, to suspend, revise, modify, or update any portion of its software and/or services, provided, however, that HealthSmart Information Systems shall use reasonable efforts to notify Participant at least fifteen (15) business days in advance of any such event with appropriate documentation and reasonable promptness.

2. FEES. Fees for the HealthSmart Information Systems services are defined on Exhibit A of the HealthSmart Information Systems Clearinghouse User License Agreement. HealthSmart Information Systems shall furnish Participant an invoice on a monthly basis if any charges are due for the prior month's activity. Invoices are due and payable upon either online notification or notification via regular first class mail.

The costs of any Participant systems modification and enhancements necessary for implementing the connection to the HealthSmart Information Systems BBS or Internet applications for the HealthSmart Information Systems services are the sole responsibility of the Participant. Participant will be responsible for reasonable charges, if any, invoiced by HealthSmart Information Systems for any enhancements, modifications, features, modules, or products that may from time to time be announced by HealthSmart Information Systems if accepted by Participant in writing prior to being invoiced by HealthSmart Information Systems.

Participant shall be responsible for any state, local and federal taxes applicable to the transactions set forth under this agreement, whether imposed now or later by the applicable taxing authority, even if such imposition occurs after the termination of this agreement.

3. HEALTHSMART INFORMATION SYSTEMS DELIVERABLES AND OBLIGATIONS. HealthSmart Information Systems agrees to process all claims in a timely manner (within two (2) business days of receipt of claims). Edits will be applied to each claim based upon the published edit documentation of the appropriate clearinghouse and payor. If the claim passes the edits, it will be submitted electronically or on paper to the appropriate payor.

HealthSmart Information Systems agrees to receive Participants electronic claim file in the Participants approved format. HealthSmart Information Systems may make format changes in the information received from the Participant. HealthSmart Information Systems reserves the right to modify the claim submissions, as required or requested by the Payor, into the required HIPAA Transaction and Code Sets format as mandated by 45 CFR 162, subpart K through R. Submitted claim data that does not comply with the payors' or clearinghouses' published documentation will not be forwarded. HealthSmart Information Systems WILL MAKE NO OTHER CHANGES TO CLAIM INFORMATION RECEIVED FROM THE PARTICIPANT WITHOUT PRIOR WRITTEN CONSENT OF THE PARTICIPANT.

HealthSmart Information Systems shall provide Participant reasonable support through email consultation and provide a resolution or written plan for resolution by the third business day following the initial emailed request.

HealthSmart Information Systems agrees that it (a) will not use or further disclose protected health information (PHI) other than as permitted by this agreement or as required by law; (b) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, etc.) with which HealthSmart Information Systems may come into contact; (c) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this agreement or as required by law; (d) will ensure that all of HealthSmart Information Systems' subcontractors and agents to which HealthSmart Information Systems provides PHI pursuant to the terms of this agreement shall agree to all of the same restrictions and conditions to which HealthSmart Information Systems is bound; (e) will report to Participant any unauthorized use or disclosure immediately upon becoming aware of it; (f) will indemnify and hold Participant harmless from all liabilities, costs and damages arising out of or in any manner connected with the disclosure by HealthSmart Information Systems of any PHI; (g) make available PHI in accordance with 45 CFR § 164.524; (h) make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526; (i) make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528; (j) make HealthSmart

Information Systems' internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by one party on behalf of the other available to the Secretary of Health and Human Services, governmental officers and agencies, and Participant for purposes of determining compliance with 45 CFR § 164.500-534; (k) upon termination of this agreement, for whatever reason, HealthSmart Information Systems will return or destroy all PHI, if feasible, received from, or created or received by HealthSmart Information Systems on behalf of Participant which HealthSmart Information Systems maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, to extend the precautions of this agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible for a period of seven- (7) years; and, (l) will comply with all applicable federal and state laws and regulations, specifically including privacy and security standards of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320(d), and the regulations promulgated thereunder (HIPAA), as amended from time to time.

4. **PARTICIPANT ACKNOWLEDGEMENTS AND OBLIGATIONS.** Participant acknowledges that it has reviewed the HealthSmart Information Systems Deliverables and Obligations, has determined it to be satisfactory for its needs and accepts the current performance of the HealthSmart Information Systems Services as described in said documentation as is.

Participant acknowledges with respect to the HealthSmart Information Systems services, that (a) the entity submitted to will reject any claim which fails to satisfy that entity's then current standard edits published in the entity's relevant technical specifications, and (b) each Payor has the right to reject any claim that fails to meet claims administration criteria then ordinarily employed by that Payor.

Participant acknowledges that it is the Participants responsibility to review Responses and Reports to determine the status of a submitted claim. Participant acknowledges that it is the Participants responsibility to repair and resubmit claims and to comply with the Payors filing deadlines.

Participant acknowledges that all programs, specifications and materials (including software and related documentation) supplied to Participant by HealthSmart Information Systems hereunder (hereinafter called "HealthSmart Information Systems Materials") are proprietary to HealthSmart Information Systems and that HealthSmart Information Systems retains all rights to and ownership of such Materials. Participant agrees to protect all HealthSmart Information Systems Materials in accordance with the means in which Participant protects its own confidential information and Participant shall not permit any claims, liens, or encumbrances to be created against such Materials. Participant shall not make or permit others to make copies or modifications to software and documentation supplied by HealthSmart Information Systems to Participant.

Participant authorizes HealthSmart Information Systems to sign or transmit professional (HCFA 1500), institutional (UB92), and/or dental claim forms and act as an agent on Participants behalf. Participant agrees to maintain security passwords for transmissions to the HealthSmart Information Systems BBS and the HealthSmart Information Systems Internet on a confidential basis to control access by unauthorized personnel. Participant shall make no representations or warranties to any other entity with respect to the HealthSmart Information Systems Services.

5. **REPRESENTATIONS AND WARRANTIES.** HealthSmart Information Systems represents and warrants that the HealthSmart Information Systems Services shall be performed in a reasonable manner. In the event that a documented and reproducible flaw is discovered, HealthSmart Information Systems' sole responsibility shall be to use all reasonable efforts to correct such flaw in a timely manner. The above warranty does not apply to any media or documentation which has been subjected to damage or abuse or to any claim resulting from changes in the operating characteristics of computer hardware or computer operating systems which are made after the release of the applicable HealthSmart Information Systems Services or which resulted from problems in the interaction of any software with non-HealthSmart Information Systems software or from an event in Section 6 below.

6. **LIMITATION OF LIABILITY.** HEALTHSMART INFORMATION SYSTEMS' ONLY WARRANTIES ARE THOSE SET FORTH IN ARTICLE 5 OF THIS AGREEMENT AND HealthSmart Information Systems EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. IN NO EVENT SHALL HealthSmart Information Systems BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES AND ANY CLAIM NOT PRESENTED WITHIN ONE YEAR SHALL BE DEEMED WAIVED. HealthSmart Information Systems' LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE AGGREGATE NON-REFUNDED AMOUNT PAID BY PARTICIPANT HEREUNDER DURING THE TWO YEARS PRECEEDING PARTICIPANT'S CLAIM. Neither party will be responsible for delays or failures in performance resulting from acts beyond its control, including, but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power supply or communications, or natural disasters provided such party takes reasonable efforts to minimize the effect of such acts or events.

7. **TERM AND RIGHTS UPON TERMINATION.** This agreement will be effective for a period of one year from the Accepted Date. If neither party has notified the other at least 60 days before the end of the first one-year period of its intention not to renew this agreement, this agreement will be automatically renewed for a renewal period of one year. Either party shall have the right to terminate this agreement upon 60 days written notice via USPS certified mail or Internet confirmed email. HealthSmart Information Systems shall have the further right to terminate this agreement effective immediately upon the occurrence of any of the following events: (a) Upon notice by HealthSmart Information Systems to Participant that HealthSmart Information Systems is no longer offering or providing support for the applicable Service or Software; (b) In the event that the Participant fails to pay a submitted invoice within 60 days for services rendered; (c) In the event Participant fails to use the latest release of applicable Software. Upon termination, Participant shall promptly cease all use of the affected Service or Software and, at Participants expense, cause to be returned to HealthSmart Information Systems, all HealthSmart Information Systems Materials provided by HealthSmart Information Systems with respect to terminated Services or Software.

8. **GENERAL.** Each party shall comply with any applicable law or industry practice and shall secure any authorization required by applicable law, industry practice or otherwise in connection with the aspect of the claim submission process for which it is responsible under this agreement. Each party shall retain in confidence the terms of this agreement and any and all confidential or proprietary information regarding the other party or the HealthSmart Information Systems Services transmitted by the other party that is marked "Confidential" (all of which are hereinafter called "information"). Each party shall make no use of Information except pursuant to the terms of this agreement. Information shall be protected by each party in the same manner as such party then protects its own confidential Information, and such Information shall not be disclosed to any person other than one for whom such knowledge is essential for the purposes of this agreement, and then only to the degree such disclosure is so essential. This provision shall survive the termination or expiration of the agreement. No representations have been made to induce either party to enter into this agreement except for the representations explicitly stated in this agreement. This agreement supersedes all prior or contemporaneous agreements of intent of understanding and is the entire agreement between the parties with respect to its subject matter. This agreement is governed by the laws of the State of Texas and the parties hereby consent to the jurisdiction of such State as the exclusive forum for litigating any dispute arising out of this agreement or out of its subject matter.

Accepted By:

HealthSmart Information Systems

Company: _____

By (Signature): _____

By (Signature): _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____