

## HealthSmart Information Systems Submitter Enrollment Packet

This packet contains the **required** enrollment documents for electronic data interchange with HealthSmart Information Systems.

- HealthSmart Information Systems Submitter Enrollment Form
- HealthSmart Information Systems User License Agreement
- HealthSmart Information Systems Exhibit A Fees & Services
- Electronic Remittance Advice (ERA) Enrollment Form
- Credit Card Application upon request

The **HealthSmart Information Systems Submitter Enrollment Form** must be completed and returned in order to enroll a new provider/submitter. Upon receipt of this document, the new submitter will be configured in the HealthSmart Information Systems Clearinghouse system. The submitter will receive a confirmation email or a phone call to indicate the enrollment with HealthSmart Information Systems has been completed.

The **HealthSmart Information Systems User License Agreement** should be signed in ink by the physician, administrator, or an equivalent legal representative. The *original* document should be returned within fifteen (15) days of submitting the HealthSmart Information Systems EDI Submitter Enrollment Form. Please retain copies of the HealthSmart Information Systems User License Agreement for your records.

Be sure to complete the following steps for enrollment with HealthSmart Information Systems:

- Step 1: Complete the HealthSmart Information Systems Submitter Enrollment Form.
- **Step 2:** Complete and sign the: **HealthSmart Information Systems User License Agreement**.
- Step 3: Complete and sign the HealthSmart Information Systems Exhibit A Fees & Service Form.
- Step 4: Fax the HealthSmart Information Systems Submitter Enrollment Form & HealthSmart Information Systems Exhibit A as well as any additional information (ie: ERA Enrollment, Credit Card Application) to the number below.
- Step 5: Return the *original* signed HealthSmart Information Systems User License Agreement to the address below within fifteen (15) days of submitting the HealthSmart Information Systems EDI Submitter Enrollment Form.

Mailing Address HealthSmart Information Systems Attn: Enrollment Department 2002 W Loop 289, Suite 103 Lubbock, TX 79407 **Fax Information** (806) 473-2425 Attn: Enrollment Department

To contact the HealthSmart Information Systems Enrollment Department please call 888.744.6638 (option 2)

### HealthSmart Information Systems Submitter Enrollment Form

<b>Provider/Submitter Information-</b> 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/Sub	omitter	Name								
Address	S									
City			State		Zip C	Zip Code				
Phone	Fax				Email	Email Address				
Primary Contact										
Submitter Ty	itter Type Solo Provider Practice Group Practice Billing Service									
If you are a group practice or billing service please list an approximate number of providers										
NPI #					Tax ID #					
Medicare #			Medicaid #				BCBS #			
If you are a group practice or billing service with multiple tax id's, NPIs or government payor numbers please										
list those numbers along with the provider's name on an attached nage										

**Government Enrollment-**This information is needed to ensure that we provide you with the appropriate enrollment forms for each government carrier. Government carriers consist of Medicare, Medicaid, BCBS, Champus, DMERC, etc... **Will you be sending any government claims through HealthSmart Information Systems?** Yes No

If "**Yes**", please list any government payors you will send claims to through HealthSmart Information Systems as enrollment is required (Even if you have previously enrolled with government payors through another clearinghouse).

Submitter/Provider will be responsible for completing and tracking all necessary government enrollments.

EDI Software Vendor Information-This information pertains to your Practice Management Software and/or the company that provides software support for your office. MegaEasy Computer Solutions Company Name 990 N Bowser Ste 780 Address Richardson TΧ City State Zip Code 75081 214-823-3913 214-826-2001 Email Address Phone Fax David Scarborough **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

Claim Types	Other Transaction Types
X 837 Professional Claims version 5010A1	
837 Professional Claims version 5010 non-addenda	835 Electronic Remittance Advice (ERA)
837 Institutional Claims version 5010A1	
837 Institutional Claims version 5010 non-addenda	Please see HealthSmart Information Systems'
837 Dental Claims version	Exhibit A regarding fees for receiving ERAs as
NSF 3.01 Professional	well as special enrollment requirements.
(Mod/Ext NSF for HIPAA Compliance)	
EMC 5.0 Institutional	
(Mod/Ext NSF for HIPAA Compliance)	

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 Internet BBS (Dial Up) FTP (PGP) Secure FTP			
Response Report Format X HealthSmart Information Systems (Text Report Format) 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 (Option 2).

### User License Agreement

This AGREEMENT is made and entered into between HealthSmart Information Systems with an address at 2002 West Loop 289, Suite 121, 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 it's 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 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 not feasible for a period of seven- (7) years; and, (I) 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 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 it's 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.

GENERAL. Each party shall comply with any applicable law or industry practice and shall secure any 8. 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:

# Exhibit A – Fees & Services

Provider Access Fees
Please select the number of providers that will be submitting claims to HealthSmart Information Systems         1 Submitter ID = \$20 per month         5 Submitter IDs = \$60 per month
$\Box$ 2 Submitter ID = \$35 per month $\Box$ 6 to 100 Submitter IDs = \$10 per month per ID (How many providers
3 Submitter ID = \$40 per month       do you submit for?)         4 Submitter ID = \$50 per month       101 + Submitter IDs (call for pricing)
Commercial Claim Fees
Commercial claims consist of payers such as: Aetna, Cigna, United Healthcare, Humana, etc Provider/Submitter will be responsible for completing and tracking "all" necessary enrollment for commercial payers.
<ul> <li>I do not plan on sending any commercial claims</li> <li>I will send claims to "Participating" payers. <i>Note:</i> All claims to Participating Payers are FREE</li> <li>I will send claims to "Non-Participating" payers, please bill me \$.20 per claim</li> </ul>
Government Claim Fees
Government claims consist of Medicare, Medicaid, BCBS, DMERC, Champus and all other quasi government payors. Provider/Submitter will be responsible for completing and tracking "all" necessary enrollment.
<ul> <li>I will not send any government claims</li> <li>I will send Texas government claims – <i>Note:</i> All Texas Government Claims are FREE</li> </ul>
I will send government claims nationally, please bill me \$.20 per claim
Print-to-Mail (e-Paper) Fees
HealthSmart Information Systems will drop your electronic claims to paper (for non-electronic payors) and mail them out for you
I will not send print mail claims I will send print mail claims, please bill me per transaction at \$.39 per claim
Note: Additional pages will be billed at \$.15 per page
Electronic Remittance Advices (ERA/835) – Fees
An ERA/835 is an electronic Explanation of Payment (EOB)
I would <b>not</b> like to receive ERAs from HealthSmart Information Systems I would like to enroll to receive ERAs from Participating Payors, please bill me \$25.00 per month
Note: Please complete the attached <b>ERA Enrollment Form</b> to get setup to receive ERAs
Patient Statement Fees
<b>Note:</b> Patient Statements are currently in development. Please contact HealthSmart Information Systems Support at:
888-744-6638 (option 2) for more information.
*Please note, prices are subject to change without notice.
Name/Title (please print) Signature

Practice Name	Phone	Date	

### Electronic Remittance Advice (ERA/835) Enrollment Request Form

If you are interested in retrieving ERA's from HealthSmart Information Systems, please complete the information below and fax the form to **806-473-2425**. Charges for ERA's will be included in your regular monthly invoice.

Electronic Remittance Advices (ERA/835) – Fees

An ERA/835 is an electronic Explanation of Payment information.

I would like to enroll to receive ERAs from Participating Payors - \$25.00 per month

Please select each Line of Business you would like to enroll to receive ERAs from:

Medicare

State:

Medicaid State:

Blue Cross & Blue Shield (BCBS) plans State:

Commercial (please list payors below)

Note: If enrolling for multiple providers, please make copies as needed.

#### **Payor Information**

(This information is needed to initiate the ERA enrollment process with HealthSmart Information Systems as well as each payor listed below.)

Payor Name	Payor ID

#### **Provider Information**

(This information is needed to ensure enrollment is submitted for the correct provider.)

Provider Name:		
Tax ID#:	NPI#:	
Primary Contact:		
Phone#:	Fax#:	
Submitter Name		
(if different from Provider):		
Signature:		Date:

Note: Please notify HealthSmart Information Systems if terminating receipt of ERA/835 at 888-744-6638 (Option 2).