



Claims Manager



Claims Manager Practice Profile

Each provider in the practice planning to submit health care transactions electronically must be included on this form. If a practice has more than one office, please complete a separate form for each office.

Practice Name _____

Practice Tax ID _____ EIN or SSN? _____

Group Taxonomy _____

Street Address _____

City _____ State _____ Zip _____

County _____

Phone _____ Fax _____ Email _____

Billing Service (if applicable) _____ Service Tax ID (if Applicable) _____

Please list all providers being enrolled in Claims Manager:

First Name	MI	Last Name	Credential	Group National Provider ID

Does your clinic file CLIA claims? YES _____ NO _____
 CLIA # _____

Claims Manager Provider Profile

A Claims Manager Provider Profile should be completed for each provider being enrolled in Claims Manager.

First Name	MI	Last Name	Taxonomy Code	Tax ID	National Provider ID

Insurance Payer	Group Provider ID (Box 33b)	Rendering Provider ID (Box 24J shaded)	File as Group
Medicare	04402		Yes No
Medicaid	86916		Yes No
BCBS	84980		Yes No
Tricare	38520		Yes No
RR Medicare	00882		Yes No
Cigna Government Services (DME)	18003		Yes No
Aetna	60054		Yes No
Other-			Yes No

If you are unsure of your NPI or Taxonomy Codes, you may search the NPPES database at: <https://nppes.cms.hhs.gov/NPPES/NPIRegistryHome.do>

Attention Medicare Providers: Medicare now tests your provider credentialing information in their system to the NPPES Crosswalk and the NPPES Crosswalk information with your IRS Records. The information on your filed claim must also match. If your business name, address and tax id do not match in all 4 areas, your claims will be denied. In addition, your taxonomy number on file with Medicare must match the one listed on your claim and on the NPPES Crosswalk.



ELECTRONIC TRANSACTION SERVICES AGREEMENT

THIS ELECTRONIC TRANSACTIONS AGREEMENT (the “**Agreement**”), effective as of the date set forth on the signature page, is made by and between MAR Solutions, LLC (“**Vendor**”), with its primary place of business at PO Box 173661, Arlington, TX 76003, and _____, (the “**Submitter**”), with its primary place of business at _____, who, intending to be legally bound, agree as follows:

1. SERVICES. Subject to the terms and conditions of this Agreement, Vendor will provide Transaction Services and Reporting Services to Submitter.

a. Verification. Vendor will verify the number of records and Transactions submitted by Submitter and the total dollar amount of the Transactions that were actually received and processed by Vendor.

b. Information Security and Backup. Vendor is not responsible for either record keeping or security backup of any Transaction information, or for loss of data.

c. Customer Phone Support. Vendor shall provide phone support to the customer. Such support is billable in addition to EDI subscription. Support is available Monday through Friday, except Vendor holidays, between the hours of 8:30 a.m. and 5:00 p.m., United States Central Time Zone. These hours are subject to change on 30 days notice. Vendor will provide customer support to Submitter with respect to transfer of files between Submitter and Vendor, report interpretation, and troubleshooting of the reasons for rejection of a Transaction by Vendor. Response time for support requests will be based on the nature of the request and the severity of the problem.

d. Suspension of Services. Vendor may, from time to time in its sole and reasonable discretion, without any liability to Submitter, suspend any part of the Services for up to 24 hours to correct Service-related problems; provided, however, that Vendor notifies Submitter within a reasonable time before the suspension of Services (or, if the suspension was not foreseen by Vendor, within a reasonable time after the suspension begins). Vendor may also revise, modify, update or otherwise suspend any part of the Services, from time to time, as reasonably required to maintain or enhance the Services, provided that it provides reasonable advance notice to Submitter.

2. SUBMITTER OBLIGATIONS.

a. File Format. Submitter will provide to Vendor a comprehensive sampling of the file format generated by Submitter’s system to enable development of Specifications by Vendor. The file format must be ANSI 837-4010 or other formats approved by Vendor. Vendor makes no guarantee that any particular sampling provided by Submitter will be sufficient to create the Specifications. If the sampling is insufficient, Vendor will notify Submitter, who will provide a new sampling. Submitter will provide Vendor with 60

days prior written notice before making any changes to its electronic Transaction requirements, including its file format. To the extent that the changes are HIPAA compliant, Vendor will accommodate the changes. Vendor may terminate this Agreement upon the effective date of the changes to Submitter's requirements if any changes are not HIPAA compliant and Vendor does not wish to accommodate those changes. Submitter may terminate this Agreement if Vendor does not implement the revised Submitter electronic Transaction requirements within 60 days after the effective date of the specified revisions or within a mutually agreed upon period of time. For purposes of this Section, a "HIPAA-compliant format" is one that is mandated under HIPAA.

b. Submission. Submitter must submit accurate and complete Transaction information to Vendor in compliance with the Specifications. Vendor has no obligation to verify or inspect the information furnished, except as set forth in Section 1.a. Vendor may, but is not required to, detect defects in Transaction information. If Vendor detects a defect in information concerning a Transaction, Vendor will reject and process, but not transmit, that defective Transaction. Vendor will send a report to the Submitter listing the defective Transaction. Submitter is responsible for resubmission of any Transactions rejected by Vendor or the designated payer.

c. Authorization. Submitter guarantees that all Transactions it submits to Vendor are on behalf of Providers that have executed appropriate written authorizations for such submission. A copy of the authorization will be furnished to Vendor upon request.

d. Information Backup & Security. Submitter is responsible for all storage and backup of all Transaction information. Both parties will implement reasonable procedures to ensure that electronic Transactions and notices are authentic, accurate, reliable, and secure.

e. Compliance with Laws. Submitter hereby acknowledges and agrees that (i) as between Submitter and Vendor, it is solely the Submitter's responsibility to retain any records of medical claims and related patient information submitted to Vendor for processing as may be required by applicable federal, state and local laws and regulations; and (ii) Vendor is merely a processor and transferor of data and is not obligated to retain any files or copies or back-up thereof. Submitter will remain compliant in all material respects with all applicable law or industry practice and will obtain any authorization required by applicable law, industry practice or otherwise in connection with the aspect of the Transaction submission process for which it is responsible.

f. Eligibility. Submitter acknowledges and agrees that: (i) where the recipient of medical services has requested Medicaid payment for those medical services, access to eligibility information will be restricted to the sole purpose of verification of Medicaid eligibility; (ii) verification of eligibility under the system is not a guarantee of payment and the records as to the recipient's eligibility status will be the final authority; and (iii) Submitter will indemnify and holds harmless both Vendor and any State, and each of their agents and employees, from and against any and all claims brought by any party, including Submitter or any recipient, who is aggrieved by the actions of any party hereunder.

g. Cooperation. Submitter will comply with Vendor's procedures to secure any authorizations then required by Vendor, applicable law, or industry practice in connection with its transmission process, and, if applicable, to maintain Transaction data transmitted through the Services and afford payers access thereto in accordance with procedures then required by Vendor, applicable law or industry practice. Submitter hereby

appoints Vendor as its attorney-in-fact for the limited purpose of using the information Submitter provides to submit electronic Transactions and sign hard copy (paper) Transactions on Submitter's behalf to third-party payers or processors, including, but not limited to, commercial insurers, Medicare, Medicaid and government agencies, and, where appropriate, agencies or carriers covering work-related accident or illness benefits where Submitter's signature is required for Transaction processing. Submitter acknowledges that Vendor is not responsible for any claim, whether Medicare, Medicaid, work related accident or illness claim, or other insurance claim, and Submitter retains all liability on all claims and agrees to indemnify and hold Vendor harmless on account of all such claims, including the reconciliation or adjustment of any claim.

h. Fees. Submitter will pay to Vendor the fees set forth on Exhibit A, and Submitter agrees that as further set forth on Exhibit A, payment will be due for Validated Transactions processed and submitted to a payer regardless of whether the Transactions are favorably adjudicated by the payer; provided, however, that Vendor will be paid only once for each Validated Transaction .

i. Payment. All fees and charges must be paid to Vendor within 20 days of the invoice date.

j. Pass-through fees. If there is an increase in any communications tariffs related to the Services, including, without limitation, government-imposed access fees, fees related to changes in laws or regulations, or other increase outside Vendor's control, and if Vendor intends to pass these increases through to Submitter, Vendor will provide Submitter with 30 days written notice, including documentation related to the increases, of Vendor's intent to pass the increases through to Submitter.

3. INDEMNIFICATION.

a. By Vendor. In the event of any third-party claim or allegation against Submitter of infringement of any United States patent or copyright related to the Services as they are provided to Submitter by Vendor, Vendor will, at its expense, indemnify, defend and hold Submitter harmless from and against any such claim or allegation, including any related damages, losses, liability, costs and expenses (including reasonable attorneys' fees), provided that (i) Vendor has the sole and exclusive authority to defend and settle any such claim or action, except that no settlement will require Submitter to make payments or place other liability on Submitter without its written authorization, (ii) Submitter cooperates with Vendor at Vendor's expense, (iii) Submitter notifies Vendor of the claim or allegation promptly after receipt of any notice thereof, written or oral, or service of process, provided that failure to promptly notify Vendor will only relieve Vendor from its obligation to indemnify and defend Submitter if Vendor is prejudiced by the delay; and (iv) Vendor will not have any obligation to indemnify or defend Submitter if the claim or allegation of infringement is based on Submitter's use of the Services for a purpose or in a manner not reasonably foreseeable by Vendor or is based on use of the Services in combination with the services or products of a third party. If a court determines that the Services or any part thereof infringes any copyright or patent covered by Vendor's obligation of indemnity and the use of the Services or any part thereof by Submitter is, as a result, enjoined, or if Vendor reasonably believes that such use may be enjoined, including preliminary injunctions, then Vendor may, at its option and expense (but in addition to its obligation of indemnity), procure for Submitter the right to use the Services, replace the Services or any part thereof with other suitable, functionally equivalent and non-infringing services, or suitably modify the Services; provided, however, that if Vendor cannot reasonably accomplish such procurement, replacement, or modification, it may terminate this Agreement on 90 days written notice.

b. By Submitter. In the event of any third-party claim, demand, or allegation against Vendor related in any way to the Transactions processed hereunder, excluding those claims, demands, and allegations for which Vendor is obligated to indemnify Submitter under Section 4.a above, Submitter will, at its expense, indemnify, defend and hold Vendor harmless from and against any such claim or allegation, including any related damages, losses, liability, costs and expenses (including reasonable attorneys' fees), provided that (i) Submitter has the sole and exclusive authority to defend and settle any such claim or action, except that no settlement will require Vendor to make payments or place other liability on Vendor without its written authorization, (ii) Vendor cooperates with Submitter at Submitter's expense, (iii) Vendor notifies Submitter of the claim or allegation promptly after receipt of any notice thereof, written or oral, or service of process, provided that failure to promptly notify Submitter will only relieve Submitter from its obligation to indemnify and defend Vendor if Submitter is prejudiced by the delay; and (iv) Submitter will not have any obligation to indemnify or defend Vendor if the claim or allegation is based on an error or omission due to Vendor's gross negligence or intentional misconduct. Submitter's obligation of indemnity expressly covers any claim, demand, or allegation related to the content, format, inaccuracy or incompleteness of any Transaction data as delivered to Vendor by Submitter, or which allegedly or in fact arises out of any other errors, omissions or fault of Submitter. The obligation of indemnity in this Section 4.b is in addition to, and not in lieu of, other obligations of indemnity herein, including those set forth in Section 2.

4. REPRESENTATIONS & WARRANTIES; EXCLUSION & LIMITATION OF LIABILITY; LIMITED REMEDY.

a. Mutual. Each party represents and warrants that it has full power and authority to execute, deliver, and perform under this Agreement, and that the Agreement has been duly authorized, signed, and delivered by each party and constitutes a legal, valid, and binding obligation of both parties, enforceable against it in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally. No consent, approval, authorization, order, registration or qualification of or with any court or government agency or body having jurisdiction over a party is required for performance of the Agreement by either party.

b. By Vendor. Vendor represents and warrants that the Transaction Services will be performed materially in accordance with the Specifications and this Agreement; provided that this representation and warranty excludes any errors or omissions or other failures to perform in accordance with the Specifications or this Agreement that are related to the interface with or other problem caused by a third party's systems or activities. Vendor will use commercially reasonable and timely efforts to remedy any error reproducible by Vendor that is detected by Submitter and reported to Vendor and that inconsistent with this warranty.

c. Limitation & Disclaimer of Warranties. Vendor does not warrant uninterrupted or error-free operation of Services. ALL REPRESENTATIONS AND WARRANTIES OF THE PARTIES HERETO ARE SET FORTH HEREIN, AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. THE WARRANTIES MADE HEREIN ARE SOLELY FOR THE BENEFIT OF VENDOR AND SUBMITTER.

d. Limited Remedy. THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SUBMITTER FOR ANY BREACH OF SECTION 5.b. IS FOR VENDOR TO RE-PROCESS THE AFFECTED

TRANSACTIONS AT VENDOR'S EXPENSE, WHICH RE-PROCESSING WILL BE DONE AFTER RECEIPT OF A WRITTEN REQUEST FROM SUBMITTER MADE WITHIN 45 BUSINESS DAYS AFTER THE ALLEGED BREACH.

e. Exclusions. VENDOR IS NOT RESPONSIBLE FOR (i) ANY DATA CORRUPTION NOT CAUSED BY VENDOR, (ii) ANY DOWN TIME OR SUSPENSION OF THE TRANSACTION SERVICES UNLESS RESULTING IN A BREACH OF APPLICABLE REQUIREMENTS IN THIS AGREEMENT, (iii) ANY DEFECTIVE PROCESSING OTHER THAN WITH RESPECT TO VENDOR'S COMMITMENT ABOVE FOR RE-PROCESSING, (iv) LOSS OR MISTRANSMISSION OF DATA; OR (v) FOR THE SECURITY OF DATA DURING TRANSMISSION THROUGH PUBLIC TELECOMMUNICATION LINES.

f. No Special Damages. NEITHER PARTY IS LIABLE TO THE OTHER FOR LOST PROFITS OR LOSS OR CORRUPTION OF DATA, OR FOR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, OR FOR ANY OTHER SPECIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

g. Basis of Agreement. The parties acknowledge and agree that the terms and conditions of this Agreement, including, but not limited to the fees payable hereunder, are based in part on the foregoing representations and warranties and the foregoing limitations, disclaimers, exclusions, and other restrictions. The parties further agree that the limitations, disclaimers, exclusions, and other restrictions will apply notwithstanding any failure of essential purpose of any limited, restricted, or excluded remedy.

5. FORCE MAJEURE. Neither party will bear any responsibility or liability for any losses arising out of any delay in or interruption of their performance of their obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, fire, flood, civil commotion, insurrection, labor difficulty (including, without limitation, any strike or other work stoppage or slowdown), severe or adverse weather condition or other cause beyond the reasonable control of the party so affected. Submitter acknowledges and agrees that the preceding conditions will not delay or interrupt its ability to make timely payments hereunder. Neither party will be responsible to the other for interruptions or cancellations arising from non-cooperation or non-participation of third-party information suppliers.

6. TERM AND TERMINATION.

a. Term. The initial term of this Agreement begins on the Effective Date and continues for 1 year. Renewal terms are for 1 year each. At the end of each term, this Agreement will automatically renew for an additional 1-year term unless either party gives notice of termination to the other at least 90 days before the expiration of the then-current term.

b. Termination. Either party may terminate this Agreement by written notice to the other party:

- i. immediately, if the other party materially and incurably breaches Section 9 or Exhibit B, or
- ii. after a 10 or 30-day notice period, as applicable, if the other party materially but curably breaches any of its other obligations under this Agreement and (a) for a breach of Submitter's payment

obligations does not cure within 10 days after receiving written notice thereof or (b) for any other obligation does not cure within 30 days after receiving written notice thereof; or

iii. at the end of the 30-day notice period set forth in Section 3.b for notices regarding pass-through fees, if the parties are unable to agree upon the handling of said increases within that 30-day notice period.

c. Access Fee Termination. If at any time a third party charges an access fee to Vendor for any Transactions, Vendor may request a price increase for any and all affected Transactions, and if Submitter does not accept the increase, Vendor may terminate this Agreement, in whole or in part, upon 30 days written notice.

d. Effect of Termination. On the date of termination of this Agreement Vendor will stop providing any Services and Submitter will pay all outstanding Fees and charges.

e. Remedies. All remedies are cumulative and may be pursued concurrently or separately. Delay or failure to pursue a remedy neither waives the remedy nor modifies the terms of this Agreement, and pursuit of one remedy does not elect solely that remedy or waive any other remedy.

f. Survival. Sections 4 & 9 survive the termination of this Agreement.

7. BUSINESS ASSOCIATE AGREEMENT; PROTECTED HEALTH INFORMATION. The parties acknowledge and agree that certain aspects of the Services are governed by HIPAA insofar as Vendor is a “health care clearinghouse” and Submitter’s “business associate” and many exchanges of information between the parties are “transactions.” The parties will comply with all applicable provisions of 45 C.F.R. Parts 160, 162 & 164, including the HIPAA “business associate” mandated provisions and the provisions set forth in Exhibit B.

8. CONFIDENTIAL INFORMATION. Each party agrees to hold Confidential Information of the other party in confidence and will not, except in the performance of the duties under this Agreement, as required by law or legal process, or with the express prior written consent of the other party, disclose the Confidential Information to any person or entity. Both parties will require their officers, employees, agents, and representatives to take such action as shall be necessary or advisable to preserve and protect the confidentiality of the Confidential Information. Confidential Information does not include information that (i) is or becomes publicly available without any wrongful act of the receiving party; (ii) is known to the receiving party before its receipt by the receiving party; (iii) is received from a third party without restriction; (iv) is disclosed pursuant to a requirement or request of a government agency; or (v) is independently developed by the receiving party.

9. GENERAL TERMS.

a. Notices. For the purposes of this Agreement, notices and all other communications provided for in this Agreement must be in writing and delivered by hand delivery (with notice effective the day of delivery), reputable overnight delivery service (with notice effective the day of confirmed delivery by the service), or certified mail, return receipt requested and postage prepaid (with notice effective 3 days after mailing), to the address of a party as set forth on the signature page hereof, as the same may be changed upon written notice

to the other party.

b. Assignment, Delegation, and Change of Control. Neither party may assign any rights or obligations hereunder to a third party without the prior written consent of the other party, such consent not to be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns.

c. No Third-Party Beneficiaries. This Agreement is for the sole benefit of Submitter and Vendor and nothing herein, express or implied, gives any legal or equitable rights to any person or entity other than Submitter or Vendor.

d. Governing Law/Jurisdiction. This Agreement is governed by and must be construed in accordance with the laws of the State of Texas, without regard to conflict of law provisions or rules.

e. Waiver. No waiver of any breach of any term, condition, or obligation by either party is a waiver of the same or a similar breach thereafter, unless the waiver is made in writing and is signed by the party against whom enforcement is sought.

f. Severability. The parties agree that if any part, term, or provision of this Agreement is found illegal, invalid, unenforceable, or in conflict with any valid, controlling law, the validity and enforceability of the remaining provisions will not be affected.

g. Headings. The headings contained in this Agreement are included for purposes of convenience only and do not affect the meaning or interpretation of this Agreement.

h. Amendment. This Agreement may only be changed by written amendment signed by authorized representatives of Submitter and Vendor.

i. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same document.

j. Entire Agreement. This Agreement, including all exhibits hereto and any addenda specifically referencing this Agreement, sets forth the entire agreement and understanding between Submitter and Vendor with respect to its subject matter and supersedes any and all prior agreements, understandings, promises, representations, and communications between the parties

10. DEFINITIONS. For the purposes of this Agreement, the term “includes” or “including” is to be interpreted as “includes, without limitation” and “including, without limitation,” respectively, and the following terms have the following meanings:

a. Agreement. this Electronic Transaction Services Agreement, including all Exhibits hereto.

b. Confidential Information. may be contained in written or oral communications or in any medium and includes, regardless of form or delivery: (i) all information concerning the parties or their affiliates, and members, including Protected Health Information (as that term is defined by HIPAA), (ii) information concerning any of a party’s customers or vendors, (iii) information referring to, discussing, or in any way

related to a party's business condition, strategies or initiatives, systems, networks, processes, or policies, and (iv) any other information that a party in good faith designates as confidential.

c. HIPAA. means the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations.

d. Provider. any health care provider or other entity or individual providing services and generating Transactions.

e. Reporting Service. providing reports listing, for the reporting period, the Transactions processed by Vendor, the Transactions rejected by Vendor due to non-compliance with the Transaction Specifications, and status messages received from the payers for specific Transactions.

f. Specifications. the agreed specifications in effect from time to time with respect to the Services, including any translation map generated and mutually agreed upon under Section 2.a. The Specifications will comply with any and all applicable laws and regulations, including HIPAA.

g. Transactions. information submitted to Vendor by Submitter and processed by Vendor as a distinct claim, inquiry, encounter, or information request, whether or not accepted or favorably adjudicated by a payer.

h. Transaction Services. processing and submitting the Transactions, in compliance with the Specifications, to the designated payer by the electronic medium acceptable to the designated payer.

i. Validated Transactions. Transactions processed and delivered to the appropriate payer in accordance with the Specifications, whether or not accepted or favorably adjudicated by a payer.

[signature page follows]

IN WITNESS WHEREOF, the parties through their duly authorized representatives have entered into and signed this Agreement, effective as of the date shown below.

Effective Date: _____

VENDOR

_____ (Submitter)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address:

Address:

**Exhibit A
Fees**

Transaction	Financial Class	Fees	Initial all boxes below that apply
EDI Bundles			
	Basic EDI Bundle - Includes unlimited electronic and paper claims, unlimited ERA and up to 300 eligibility transactions per month	\$149 per provider/month	
	Advanced EDI Bundle - Includes unlimited electronic and paper claims, unlimited claim scrubbing, unlimited ERA and up to 300 eligibility transactions per month	\$199 per provider/month	
Patient Statements			
	First page	Please ask for current pricing	
	Second page	Please ask for current pricing	
Initial Cost			
	Initial submitter setup, mapping of standard files to be uploaded, 2 hours of training	\$299	
	Any additional training needed	\$100 per hour plus expenses	

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

(Capitalized terms used in this Exhibit and not otherwise defined in the Agreement have the meanings set forth in HIPAA, which definitions are hereby incorporated by reference.)

1. Vendor agrees to use or disclose Protected Health Information only as permitted or required by the Agreement or as required by law. Vendor agrees that its right to use or disclose Protected Health Information under this Agreement extends only to the provision of Transaction Services (per 45 C.F.R. § 164.502(a)(1)(iii)), the creation of information that is not “individually identifiable health information” (per 45 C.F.R. § 164.502(d)), disclosure to a Business Associate of Vendor as part of Vendor’s provision of Transaction Services provided it enters into a written agreement with the Business Associate on terms substantially similar to this Exhibit B Business Associate Agreement, pursuant to 45 C.F.R. § 164.504(e)(1)(i) and 164.504(e)(1), and for proper management and administration of Vendor as a Business Associate, including archival purposes, or to carry out the legal responsibilities of Vendor as a Business Associate under 45 C.F.R. § 164.504(e)(4).
2. Vendor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement.
3. Vendor agrees to report to Submitter any use or disclosure of the Protected Health Information of which it is aware that is not provided for by the Agreement and will make that report to Submitter’s designated privacy manager within a reasonable time after it becomes aware of the use or disclosure.
4. Vendor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from Submitter, or created or received by Vendor on behalf of Submitter, agrees to the same restrictions and conditions that apply to Vendor with respect to that information.
5. Vendor agrees to provide to Submitter, at Submitter’s request, access to Protected Health Information or, as directed by Submitter, to an Individual, in order to meet the requirements of 45 C.F.R. § 164.524.
6. Vendor agrees to make any amendments to Protected Health Information that Submitter directs or agrees to pursuant to C.F.R. § 164.526, which amendments will be provided to Vendor’s designated privacy manager.
7. Vendor agrees to document any disclosures of Protected Health Information and information related to those disclosures as would be required for Submitter to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, and agrees to provide to Submitter or an Individual that documented disclosure information so as to permit Submitter to respond to an Individual’s request for an accounting under 45 C.F.R. § 164.524.
8. Vendor agrees to make available to Submitter or to the Secretary of the Department of Health and Human Services all internal practices, books, and records, including policies, procedures and Protected Health Information, that relate to use and disclosure of Protected Health Information received from Submitter, or created or received by Vendor on behalf of Submitter, in order to determine compliance with HIPAA.
9. Vendor agrees that upon termination of the Agreement it will return or destroy all Protected Health Information received from Submitter, or created or received by Vendor on behalf of Submitter, that Vendor maintains in any form and retain no copies of that information, provided the return or destruction is feasible, or, if the return or destruction is not feasible, as in the case with archived Transaction data, will extend the protection of this Agreement to that information for so long as Vendor maintains the information and will limit further uses and disclosures of that information to those purposes that make the return or destruction infeasible.
10. Vendor will comply, and will require any subcontractor or agent involved with Transactions to comply, with all applicable requirements of 45 C.F.R. Part 162. In connection with the processing of Transactions that comply with HIPAA Standards for Electronic Transactions regulations, Vendor will not, and will not permit its subcontractors or agents: (a) to change the definition, data condition, or use of data element or segment; (b) to add any data elements or segments to the maximum defined data set; (c) to use any code or data element that is marked “not used” in the implementation specification or is not in the implementation specification; or (d) to change the meaning or intent of the implementation specification.

Vendor and Submitter agree to amend this Exhibit B from time to time as necessary for the parties to comply with the requirements of HIPAA.