

**USABLE ELECTRONIC DATA
INTERCHANGE TRADING PARTNER
AGREEMENT**

THIS AGREEMENT is entered into as of the _____ day of _____, 20____, (the "Effective Date") between _____ (hereinafter, "Trading Partner") and USABLE Mutual Insurance Company, (hereinafter, "Parent Company").

This Agreement provides the terms and conditions governing electronic transfers of data communications and funds between Parent Company and Trading Partner (collectively, "Parties") by direct digital or electronic transmission over communication lines to accomplish the Parties' business objectives regarding the provision and acquisition of products and services and the transfer of funds. This Agreement will remain in effect until terminated according to its terms.

WHEREAS Trading Partner desires to exchange certain electronic data with Parent Company which is subject to certain transaction standards; and whereas, Trading Partner agrees to conduct these transactions in accordance with the above referenced standards, the limitations set forth in this Agreement and the Parent Company EDI User Guide Manual;

NOW THEREFORE, Trading Partner and Parent Company agree as

follows: I. DEFINITIONS:

- A. Definitions for all defined terms can be found at http://www.arkansasbluecross.com/doclib/forms/providers/edi/tpa_definitions8-4-09.pdf. Those definitions govern the construction and interpretation of this Agreement and are incorporated herein by reference as if set forth word for word herein.

I. OBLIGATIONS OF THE PARTIES:

A. **Mutual Obligations:** The mutual obligations of Parent Company and Trading Partner include the following:

- (a) **EDI/EFT Data Transmission Accuracy:** The Parties will take reasonable care to ensure that data transmissions are timely, complete, accurate and secure. Each Party will take reasonable precautions to prevent unauthorized access to the other Party's operating system, data transmissions or the contents of an Envelope transmitted to or from either Party.
- (b) **Retransmission of Lost or Indecipherable Transmissions:** A Party will retransmit the original transmission within three - (3) business day(s) of its discovery that a data transmission is a Lost or Indecipherable Transmission.
- (c) **Backup Files:** Each Party will maintain adequate backup files, electronic tapes or other sufficient means to recreate a data transmission for at least seven (7) years from the data transmission's creation date.
- (d) **Testing:** Prior to the initial production data transmission, each Party will test and cooperate with the other Party in testing each Party's operating system to ensure the accuracy, timeliness, completeness and confidentiality of data transmissions. Testing requirements may be found at <http://www.arkansasbluecross.com/providers/edi.aspx>.
- (e) **Data and Data Transmission Security:** Parent Company and Trading Partner will employ security measures necessary to protect data and data transmissions between them, which may include authentication, encryption, password use, or other security measures in compliance with Social Security Act § 1173(d) and any HHS implementing regulations or guidelines, and as set forth in the confidentiality provisions of this Agreement.

B. Trading Partner Obligations:

- (a) Trading Partner accepts and agrees to the terms and conditions for EDI transactions as stated in this Agreement, its attachments and the Parent Company EDI User Guide Manual which is incorporated by reference herein.

Trading Partner agrees and understands that there exists the possibility new HIPAA transactions may be adopted in the future and thus agrees to test all new transaction sets.

- (b) Trading Partner will submit transactions only on behalf of those individuals who have given their written authorization to do so. Upon request from PARENT COMPANY, Trading Partner shall furnish to Parent Company certification, including when requested by Parent Company, the signature of each individual on whose behalf Trading Partner submits transactions, certifying that Trading Partner is so authorized.
- (c) Trading Partner will ensure that every electronic entry can be readily associated and identified with an original source document. Each source document must reflect the following information: individual's name; individual's health insurance identification number; date(s) of service; diagnosis/nature of illness; and procedure/service(s) performed.
- (d) Trading Partner will affix the Parent Company assigned unique identifier number of the Provider on each claim electronically transmitted to Parent Company in the appropriate data segment.
- (e) Trading Partner will limit the number of claims in a single ST to SE segment to a maximum of 5,000.
- (f) Trading Partner will transmit claims placing Trading Partner's submitter number at the ISA 06 (Interchange Sender ID), GS 02 (Application Senders Code) and at the Loop 1000A NM109 (Identification Code). This means that a clearinghouse or billing agent's submitter number will be populated in the ISA 06, GS 02 and Loop 1000A NM109 unless a business need has been identified by either the original provider of services or Parent Company.

- (g) Should a trading partner, Provider of services or Parent Company identify a business need, the sender of claims, i.e. the clearinghouse or billing agent, must transmit a separate file for each trading partner so identified using the clearinghouse or billing agent's submitter number populated in the ISA 06, GS 02 and the individual Provider trading partner's submitter number in the 1000A NM109.
- (h) It is the Trading Partner's obligation to review all EDI reports supplied by Parent Company and to contact Parent Company regarding any discrepancies identified.
- (i) Trading Partner will notify Parent Company within 2 business days if any transmitted data is received in an unintelligible or garbled form.
- (j) Trading Partner must complete and furnish to Parent Company a Letter of Authorization before transmitting any Provider's data. Should Trading Partner fail to do so, any files transmitted will be rejected from the front-end systems and no claims from such files will be forwarded to the payment system.

II. CONFIDENTIALITY AND SECURITY

- A. **Data Security.** Trading Partner will maintain adequate security procedures to prevent unauthorized access to data, data transmissions, security access codes, Envelope, backup files, source documents or any Parent Company operating system. Trading Partner will immediately notify Parent Company of any unauthorized attempt to obtain access to or otherwise tamper with data, data transmissions, security access codes, Envelope, backup files, source documents or any Parent Company Operating System.
 - (a) **Confidential Health Information.** Trading Partner will comply with all applicable Privacy Statutes and Regulations, guidelines and health care industry customs concerning treatment of Confidential Health Information.
 - (b) **Proprietary Information.** Trading Partner will treat the Proprietary Information of Parent Company obtained or learned in connection with this Agreement as confidential and will not use Proprietary Information of Parent Company for Trading Partner's own commercial benefit or any other purpose not authorized in this Agreement. Trading Partner will safeguard Proprietary Information of Parent Company against unauthorized disclosure and use.
 - (c) **Notice of Unauthorized Disclosures and Uses.** Trading Partner will promptly notify Parent Company of any unlawful or unauthorized use or disclosure of Confidential Health Information or of Proprietary Information of Parent Company that comes to Trading Partner's attention and will cooperate with Parent Company in the event that any litigation arises concerning the unlawful or unauthorized disclosure or use of Confidential Health Information or Proprietary Information of Parent Company.
- B. **Operating Systems Security.** Each Party will develop, implement and maintain measures necessary to ensure the security of each Party's own operating system and each Parties' records relating to its operating system. Each Party will document and keep current its security measures. Each Party's security measures will include, at a minimum, the requirements and implementation features set forth in Social Security Act § 1173(d) and all applicable HHS implementing regulations.

III. RECORDS RETENTION AND AUDIT

- A. **Records Retention.** Trading Partner will maintain complete, accurate and unaltered copies of all source documents from all data transmissions it receives from Parent Company for not less than seven (7) years from the date that Trading Partner receives them. All retained records will be subject to the same security measures as data and data transmissions.
- B. **Right to Audit.** Parent Company will have the right to audit relevant Trading Partner business records, Trading Partner's operating system and Business Associate as Parent Company, in its sole discretion, deems necessary to ensure compliance with this Agreement. In addition, HHS shall have the right to audit and confirm information submitted by Trading Partner and shall have access to all original source documents and medical records related to Trading Partner's submissions, including the individual's authorization and signature. All incorrect payments that are discovered as a result of an HHS audit shall be adjusted according to the applicable provisions of the Social Security Act, Federal regulations and CMS guidelines for all Medicare claims submitted.
- C. **Government Requests for Information.** Trading Partner will notify Parent Company immediately upon Trading Partner's receipt of any request from a government authority for information or documents relating to this Agreement, except to the extent such notification is prohibited by law.

IV. REPRESENTATIONS AND WARRANTIES

- A. **Government Programs.** Trading Partner represents and warrants that:
 - (a) Neither the United States government, any state or local government, nor any prime contractor, subcontractor or other person has notified Trading Partner, either orally or in writing, that Trading Partner has breached or violated any law, certification, representation, clause, provision or requirement pertaining to or involving any government contract or government subcontract that has resulted in Trading Partner being charged with a criminal offense;
 - (b) Trading Partner has not been debarred or suspended from participation in the award of contracts with any government entity (excluding for this purpose ineligibility to bid on certain contracts due to generally applicable bidding requirements);
- B. **Notice of Violations.** Trading Partner will notify Parent Company in writing within 10 business days of obtaining knowledge of any criminal investigation, indictment, information or charge by any governmental entity (or communications indicating that the same may be contemplated) related to Trading Partner or any of Trading Partner's directors, officers, employees any of its related business entities employees or convicted of a criminal offense relating to one or more government contracts or government subcontracts or to federal health care programs (as defined in Social Security Act § 1128B(f));
 - (a) listed by a federal agency as debarred, proposed for debarment, or suspended; or
 - (b) otherwise excluded from federal program participation, including exclusion from participation in a federal health care program (as defined in the Social Security Act § 1128B(f));

Parent Company will have the right to terminate this Agreement immediately by written notice to Trading Partner.

V. INDEMNIFICATION

- A. Indemnification of Parent Company for Violations of Agreement. Trading Partner will indemnify, defend and hold Parent Company harmless from any and all claims, actions, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorneys' fees, arising out of any act or omission of Trading Partner, Business Associate, or their respective employees, subcontractors or other persons in the performance of this Agreement. Parent Company will have the option at its sole discretion to employ attorneys to defend any such claim, action or proceeding arising out of these acts or omissions, the costs and expenses of which will be Trading Partner's responsibility. Parent Company will provide Trading Partner with timely notice of the existence of such action. Trading Partner will provide information, documents and other cooperation as reasonably necessary to assist Parent Company in establishing its defenses to such action.
- B. Breach of Warranties. Trading Partner will indemnify and hold Parent Company harmless from and against any and all liability resulting from:
 - (a) any misrepresentation in Trading Partner's representations and warranties in Article VI of this Agreement;
 - (b) Trading Partner's failure to notify Parent Company as required in Section VI(D) of this Agreement; or
 - (c) Actual exclusion during the term of this Agreement from any federal health care program (as defined in the Social Security Act § 1128B (f)).
- C. Participation in Actions. Parent Company reserves the right, at its option and expense, to participate in the defense of any suit or action brought against Trading Partner or Business Associate arising out of any act or omission in connection with this Agreement.
- D. Dispute Assistance. Each Party will reasonably cooperate in providing necessary assistance to the other Party when the other Party is actively involved in a dispute with a third party concerning data transmissions that either are or reasonably could be the source of litigation with that third party.
- E. Limitation of Liability. Except claims or causes of action related to Trading Partner's actual or alleged breach of Article IV of this Agreement or fraud by Trading Partner, neither Party will be liable for any special, incidental, indirect, exemplary or consequential damages resulting from any claim or cause of action arising out of any delay, omission or error in any data transmission or the other Party's performance or failure to perform in accordance with the terms of this Agreement, including, without limitation, loss of use, revenues, profits or savings, even if a Party has been advised in advance of the possibility of such damages.

VI. TERMANDTERMINATION

- A. Term of Agreement. This Agreement will remain in effect for an initial period of one year from the Effective Date, and will automatically renew for successive periods of one year unless terminated pursuant to VIII (B), (C) or (D), below.
- B. Voluntary Termination. Either Party may terminate this Agreement in such Party's sole discretion on 60 day(s) prior written notice to the other Party.
- C. Termination for Cause. Either Party may terminate this Agreement upon 30 day(s) prior written notice to the other Party upon the default by the other Party of any material obligation of this Agreement, provided that the written notice sets forth the default with reasonable specificity and the default is incurable or, being capable of cure, has not been cured within the 30 day period after receipt of the written notice. The cure provisions of this Section VIII(C) shall not apply to the events or occurrences specified in Section VIII (D), below.
- D. Termination upon Specific Events or Occurrences. In the event that (i) Trading Partner breaches any section of Section IV or Section VI of this Agreement or (ii) any other business agreement between the Parties terminates; or (iii) Trading Partner becomes insolvent or otherwise unable to meet its obligations in the ordinary course of business; or (iv) Trading Partner ceases to conduct regular business operations for any reason; or (v) Trading Partner assigns or attempts to assign this Agreement to any other person or entity without the prior written consent of Parent Company; or (vi) Trading Partner refuses or is unable for any reason to comply with the terms of this Agreement; or (vii) performance under this Agreement, the Agreement itself or any term or condition thereof would violate any applicable law or regulation; then in any such event or events, Parent Company will have the unilateral right to terminate this Agreement immediately by providing Trading Partner with written notice of termination.

VII. MISCELLANEOUS

- A. Notices. Any notice pertaining to this Agreement will be in writing. Notice will be deemed given when personally delivered to the Party's authorized representative listed below, or sent by means of a reputable overnight courier or by certified mail, postage prepaid, return receipt requested. A notice sent by overnight courier or by certified mail will be deemed given on the date of receipt or refusal of receipt. All notices will be addressed to the appropriate Party as follows:

To: USAbLe
(PARENT COMPANY)
601 S. Gaines St.
(Address)
Little Rock, AR 72203
(City, State, Zip Code)
Attn: EDI Services

To: _____
(Trading Partner)

(Address)

(City, State, Zip Code)

Attn: _____

Title: _____

- B. Amendments. This Agreement may not be changed or modified except by an instrument in writing signed by each Party's authorized representative, except that this Agreement shall be deemed automatically amended to the extent required by applicable laws or regulations to conform the Agreement thereto, subject only to the Parties' rights of termination hereunder.
- C. Choice of Law. This Agreement and the Parties' rights and obligations hereunder are governed by and will be construed under the laws of the State of Arkansas.
- D. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Parent Company retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Otherwise and except for Trading Partner's written designation of its Business Associate in the Business Associate Rider, neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.
- E. Trading Partner will not utilize billers, billing services, clearinghouse services located outside the boundary of US governance.
- F. Force Majeure. Each Party will be excused from performance for any period of time during this Agreement that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control and without its fault or negligence. Such acts include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes, floods or other natural disasters. Delays in performance because of the occurrence of such events will automatically extend due dates for a period equal to the duration of such events. Such automatic extension will have no effect on the exercise of either Party's right of voluntary termination of this Agreement under Section VIII (B) of this Agreement.
- G. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy in this Agreement will not constitute a waiver. No provision of this Agreement may be waived by either Party except in a writing signed by an authorized representative of the Party making the waiver.
- H. No Agency. Nothing in this Agreement will place Parent Company and Trading Partner in a relationship whereby either (i) is the principal or agent of the other for any purpose or (ii) has the authority to bind the other in any way.
- I. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held or declared to be illegal, invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as though the illegal, invalid or unenforceable provision had not been contained in the Agreement.
- J. Entire Agreement. This Agreement, together with its Exhibits, Attachments, any applicable Business Associate Rider, and other Riders and Amendments, as well as documents specifically incorporated herein by reference, constitutes the entire understanding between Parent Company and Trading Partner with respect to the subject matter of this Agreement and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties concerning the same subject matter. In the event of any inconsistency between any provision of this Agreement and any provision of a Rider to this Agreement, the provision of this Agreement controls.
- K. Automatic Amendment for Regulatory Compliance. This Agreement will automatically amend to comply with any final regulation or amendment to a final regulation adopted by HHS concerning the subject matter of this Agreement upon the effective date of the final regulation or amendment.
- L. Survival. The provisions of Sections/Articles I (a) (c), II (b), III, IV, V, VI, VII, (A), (C), (D), (J), (L), and (N) shall survive termination of this Agreement.
- M. Change of Status. Trading Partner shall give prompt written notice to Parent Company EDI Services in the event of any change in company name, address, contact name, or telephone number. Company or contact name, address and/or telephone number status changes provided to Parent Company.
- N. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement except such as are expressly referenced herein. The Parties intend and agree that any subsidiary or affiliate of Parent Company that desires to obtain the benefit of this Agreement shall be a third party beneficiary hereof, and may, at such subsidiary's or affiliate's election, assume the obligations hereof and be entitled to all the benefits hereof, upon the terms herein expressed. Without limiting the foregoing, the parties hereby agree that, until further written notice to Trading Partner by Parent Company or by its affiliates HMO Partners, Inc., or Blue Advantage (USAb) Corporation, the terms of this Agreement shall govern EDI transactions between Trading Partner and HMO Partners, Inc. or between Trading Partner and, or between Trading Partners and Blue Advantage (USAb) Corporation.

Signature:

I am authorized to sign this document on behalf of the indicated party and I have read and agree to the foregoing provisions and acknowledge same by signing below.

Provider/Facility Name

Provider's Submitter # (if currently set up with EDI and making changes)

Provider's Signature (must be signed by the Provider, Clinic Administrator or Hospital Administrator)

Title

Printed Name of the Above Signer

Date

Check line of business you want to bill:

- Private Business Institutional
- FEP ONLY Dental claims
- Private Business Professional

Group/ Pay-to NPI #

Group/ Pay-to Provider #

Provider's TAX ID #

Contact Person(s)

Phone #

Fax #

Email

Please let us know who will be picking up or sending the following transaction for you:

- Requesting 835 Electronic Remittance Advices.** Please indicate the Submitter # picking up your electronic remittances: _____
- Requesting real time 270/271 Eligibility Inquiry & Response.** Indicate the Submitter # sending 270/271 transactions: _____
(Before requesting, verify that your software vendor and/or practice management software can generate and produce this transaction)
- Requesting real time 276/277 Claim Status Request & Response.** Indicate the Submitter # sending 276/277 transactions: _____
(Before requesting, verify that your software vendor and/or practice management software can generate and produce this transaction)

837 CLAIMS TRANSMISSION INFORMATION: (ONLY CHECK ONE BOX)

- By checking this box, you are authorizing a Third Party/Clearinghouse/Billing Agency to send on your behalf.**

*****Please supply the complete name and Submitter Number of the Clearinghouse/Billing Agency*****

Name: _____ Submitter Number: _____

- I will be sending directly from my facility using Direct Data Entry**
- I will be sending directly from my facility to Moveit DMZ (See our User Guide for details)**

****If you are a new direct submitter you will need to complete your vendor information below or provide the Vendor Code****

Software Vendor Name

Vendor Code (contact your software vendor for their Vendor Code)

Address

City, State, Zip

Contact (printed Name)

Contact Email

Contact Phone # (include extension)

Contact Fax #

Please fax, mail, or email this completed agreement to the address or fax number below. To check on enrollment status you can email us at edi@arkbluecross.com. Please allow 7 business days before asking for enrollment status.

RETURN ADDRESS:

EDI Services -4BC/S
PO Box 2181 Little Rock, AR 72203-2181
FedEx or UPS: 601 S. Gaines St. Little Rock, AR 72201
Service Line (501) 378-2336 Fax (501) 378-2265
Email edi@arkbluecross.com