



TRADING PARTNER AGREEMENT

This Trading Partner Agreement, effective _____ ("Effective Date"), is entered into by and between SummaCare, Inc. ("Health Plan") located at 10 N. Main St., Akron, Ohio, 44308 and _____ ("Trading Partner") located at _____, collectively referred to as the parties ("Parties").

WHEREAS Health Plan is a Health Insurance Corporation engaged in works with providers, patients and employers to provide a comprehensive community focused health plan;

WHEREAS in order to effectively carry out its operations, it is necessary for Health Plan to contract with entities who provide functions and activities subject to certain transaction standards;

WHEREAS Health Plan has engaged Trading Partner to carry out such identified services according to the limitations set forth in this Agreement;

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and in order to assure compliance with 45 C.F.R. Parts 160 and 162 on standards for electronic transactions (HHS Transaction Standards), the parties agree as follows:

SECTION I. TRADING PARTNER OBLIGATIONS

- A. Pursuant to 42 C.F.R. §169.915, trading partner shall not do any of the following:
 - a. Change the definition, data condition, or use of a data element or segment in a standard;
 - b. Add any data elements or segments to the maximum defined data set;
 - c. Use any code or data elements that are either marked "not used" in the standard's implementation specification or are not in the standard's implementation specification(s); and
 - d. Change the meaning or intent of the standard's implementation specifications(s).
- B. Health Plan may request an exemption from the use of a standard in the HHS Transaction Standards to test a proposed modification. Trading Partner shall participate in test modifications at the request of Health Plan
- C. Trading Partner shall not refuse to accept and promptly process any standard transaction that contains codes that are valid.
- D. Trading Partner shall not refuse to accept and promptly process any standard transaction on the basis that it contains data elements not needed or used.
- E. Trading Partner shall promptly process any acceptable transaction, and Trading Partner shall submit the transaction to Health Plan within ten (10) business days.
- F. Trading Partner shall keep code sets for the current billing period and appeals period still open to processing under the terms of Health Plan's coverage.
- G. Trading Partner agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Trading Partner shall incorporate, by reference, into this Agreement any such modifications and compliance dates.
- H. Trading Partner shall submit the required Health Plan and Trading Partner information as set forth in Attachment A, attached hereto and hereby made part of this Agreement.

SECTION II. TERM AND TERMINATION

- A. This Agreement shall be effective as of the effective date for an initial period of one (1) year from the effective date. This Agreement shall automatically renew for successive terms of one (1) year unless terminated as set forth below.
- B. Either party may, with ninety (90) days written notice to the other party, terminate this Agreement without cause.

- C. Notwithstanding any other provision of this Agreement, Health Plan may immediately terminate this Agreement if Trading Partner has materially violated its responsibilities regarding HHS Transaction Standards under this Agreement and has failed to provide satisfactory assurances to Health Plan within ten days of notice of such material violation that the violation has been cured and steps taken to prevent its recurrence.

SECTION III. VERIFICATION OF ELIGIBILITY

The parties acknowledge that the verification of an individual's eligibility provided by Health Plan is only an indication of the enrollment status and benefits at the time of inquiry. Payment of services is contingent upon the confirmation of status at the time of claims processing and upon the terms and conditions of the participant's certificate as determined by Health Plan. Health Plan shall have no liability for payment of benefits shown on the Health Plan Operating System. Benefits and terms of coverage are only as they exist in the current participant contract as determined by Health Plan.

SECTION IV. PROPRIETARY INFORMATION

The parties acknowledge that, as a result of this Agreement, each may have access to certain trade secrets and other confidential and proprietary information of the other. Each party shall hold such trade secrets and other confidential information, including the terms and conditions and negotiated reimbursement rates of this Agreement in confidence and shall not disclose such information, either by publication or otherwise, to any person without the prior written consent of the other party except as may be required to fulfill the rights and obligations set forth in this Agreement.

SECTION V. INDEMNIFICATION

Trading Partner agrees to indemnify, defend and hold Health Plan and its officers, directors, and employees harmless from any alleged claim or penalty against Health Plan or its officers, directors or employees arising from any violation of 45 C.F.R. Parts 160 and 162. Additionally, Trading Partner agrees to indemnify Health Plan for any interest or penalties assessed for failure to comply with Ohio Revised Code §§3901.381 through 3901.385, which occur as the result of Trading Partner failing to submit acceptable standard transactions to Health Plan within ten (10) business days.

SECTION VI. BOOKS AND RECORDS

To the extent Section 952 of the Omnibus Reconciliation Act of 1980 (Public Law 96-499) is found applicable to this Agreement, until the expiration of six (6) years after the furnishing of service pursuant to this Agreement, Trading Partner agrees to make available upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or to any of their duly authorized representatives, this Agreement, and books, documents and records of the Trading Partner that are necessary to certify the extent of any costs of Health Plan arising from this Agreement. Further, if Trading Partner carries out any of its duties arising from this Agreement through a subcontractor, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a 12-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, books, documents, and records of such organization that are necessary to verify the nature or extent of such costs.

SECTION VII. AMENDMENT

- A. To the extent that any provision of this Agreement is in conflict with any law, regulation, rule, or administrative policy of any governmental entity, this Agreement will have been deemed to have been amended in order to bring it into conformity with these provisions.
- B. Except as stated in paragraph A of this Section, this Agreement may be amended only in a written Agreement signed by both parties.

SECTION VIII. INDEPENDENT CONTRACTORS

None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with one another solely for the purposes of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors, employees or agents shall have authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein. Neither party, nor any employees or agents thereof, shall have any claim under this Agreement nor otherwise against the other party for social security benefits, workman's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind.

SECTION IX. DISPUTES

The parties agree to confer in good faith to resolve any dispute that may arise under the terms of this Agreement. Should any dispute not be resolved, the parties agree to refer such dispute to binding arbitration pursuant to the rules of the Alternative Dispute Resolution Section of the American Health Lawyers Association. The parties shall make such referral within sixty (60) days of the last attempted resolution. The arbitration shall be governed by the current rules and procedures of the American Health Lawyers Association. The compensation and expenses of the Arbitrator and any administrative fees or costs associated with the arbitration proceedings shall be borne equally by the parties.

Arbitration shall be the exclusive remedy for the settlements of disputes arising under this Agreement. The decision of the Arbitrator(s) shall be final, conclusive, and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the Arbitrator(s).

Arbitration proceedings shall take place in the County of Summit in the State of Ohio.

SECTION X. GOVERNING LAW

This Agreement will be executed, delivered, integrated, construed and enforced pursuant to and in accordance with the laws of the State of Ohio.

SECTION XI. ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Health Plan may assign this Agreement, in whole or in part, to any corporate successor of Health Plan or any corporation that is the sole corporate member of Health Plan, without the consent of Trading Partner. Except for the prohibition on assignment contained in the preceding sentences, this Agreement shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.

SECTION XII. WAIVER OF BREACH

The waiver by either party of a breach or a violation of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of same or other provision hereof. No waiver shall be effective against any party hereto unless in writing signed by that party.

SECTION XIII. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party.

SECTION XIV. NOTICES

All notices, requests, demands, approvals, and other communications required or permitted by this Agreement shall be in writing and sent by certified mail or by personal delivery. Such notice shall be deemed given on any date of delivery by the United States Postal Service. Any notice shall be sent to the following address:
If to Health Plan:

SummaCare, Inc.
10 N. Main St.
Akron, OH 44308
ATTN: President
CC: VP Corporate Services/Compliance Officer

If to Trading Partner:

SECTION XV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected unless the invalid provision substantially impairs the benefits of the remaining provisions of this Agreement.

SECTION XVI. HEADINGS

The captions used as headings of the various paragraphs hereof are for convenience only, and the parties agree that such captions are not to be construed to be part of this Agreement or to be used in determining or construing the intent or context of this Agreement.

SECTION XVII. MULTIPLE ORIGINAL COUNTERPARTS

This Agreement may be executed in multiple original counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

SECTION XVIII. NON-EXCLUSIVITY

This Agreement is non-exclusive. The parties to this Agreement reserve the right to enter into similar Agreements with other institutions, provided that future agreements do not interfere with the parties' obligations contained herein

SECTION XIX. SURVIVAL

The responsibilities of Trading Partner shall survive termination of this Agreement for the period of time necessary for Trading Partner to fulfill its obligations under Section I.

SECTION XX. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties with regard to the subject matter contained herein, and supersedes and replaces all prior agreements and understandings, oral and written, between the parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf as of the Effective Date.

SUMMACARE INC.

Signature_____

Print Name _____

Its _____

Date_____

Trading Partner

Signature_____

Print Name_____

Its _____

Date _____

Attachment A

SummaCare EDI Information

This information should be populated in the receiver's IS and GS segments for incoming transactions (837,270,276,834,820,278). This information will be populated in sender's IS and GS segments for outgoing transactions (835,271,277).

ISA07 Interchange Receiver ID Qualifier: ZZ
ISA08 Interchange Receiver ID: 95202
GS03 Application Receiver Code: 95202
Federal Identification Number 341726655

Trading Partner EDI Information:

This information should be included in each transaction you are sending to SummaCare.

ISA05 Interchange Sender Qualifier: _____
ISA06 Interchange Sender ID #: _____
GS02 Application Sender ID #: _____

Element Separator: _____
Sub-Element Separator: _____
Segment Terminator: _____

For Providers Only:

Rendering Network Provider Identifier _____