



TRADING PARTNER AGREEMENT

This Provider Agreement, effective _____ ("Effective Date"), is entered into by and between SummaCare ("TPA") located at 1200 E. Market Street, Suite 400., Akron, Ohio, 44305-4018 and _____ ("Provider") located at _____, collectively referred to as the parties ("Parties").

Article I. Purpose

- A. This Agreement outlines the requirements for the transfer of electronic health care information between the TPA and the Provider named above.
- B. The exchange of information is for the purpose of allowing providers to conduct electronic transactions directly with the TPA. This Agreement provides for the exchange of information between these parties necessary for the processing of such transactions. These transactions must be in accordance with the American National Standards Institute (ANSI) accredited standards and in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, CFR 45 Parts 160 and 162, Standards for Electronic Transactions, published in the Federal Register August 17, 2000.

Article II. TRADING PARTNER OBLIGATIONS

- A. Pursuant to 45 C.F.R. §162.915, Provider shall not do any of the following:
 - i. Change the definition, data condition, or use of a data element or segment in a standard;
 - ii. Add any data elements or segments to the maximum defined data set;
 - iii. 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
 - iv. Change the meaning or intent of the standard's implementation specifications(s).
- B. TPA may request an exemption from the use of a standard in the HHS Transaction Standards to test a proposed modification. Provider shall participate in test modifications at the request of TPA
- C. Provider 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.
- D. Provider shall submit the required TPA and Provider information as set forth in Attachment A, attached hereto and hereby made part of this Agreement.

Article III. 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, TPA may immediately terminate this Agreement if Provider has materially violated its responsibilities regarding HHS Transaction Standards under this Agreement and has failed to provide satisfactory assurances to TPA within ten days of notice of such material violation that the violation has been cured and steps taken to prevent its recurrence.

Article IV. VERIFICATION OF ELIGIBILITY

The parties acknowledge that the verification of an individual's eligibility provided by TPA 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 TPA. TPA shall have no liability for payment of benefits shown on the TPA Operating System. Benefits and terms of coverage are only as they exist in the current participant contract as determined by TPA.

Article V. 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.

Article VI. 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.

Article VII. 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.

Article VIII. 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.

Article IX. 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.

Article X. 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. This Agreement shall be binding upon and inure to the benefits of the heirs, successors, and assigns of the parties hereto.

Article XI. 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.

Article XII. 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.

Article XIII. 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:

To TPA at:

SummaCare
PO BOX 3620
Akron, Ohio 44309

To Provider at:

Insurer
Address
City, ST ZIP

Attn:

Article XIV. 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.

Article XV. 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.

Article XVI. 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.

Article XVII. 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

By: _____

Print Name: _____

Title: _____

Date: _____

PROVIDER

By: _____

Print Name: _____

Title: _____

Date: _____