



PARAMOUNT

Electronic Data Interchange

Trading Partner Agreement

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PROMEDICA MEDICARE PLAN



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ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (“Agreement”) is made as of this ____ day of , 20__ (the “EFFECTIVE DATE”), by and between ProMedica Insurance Corporation (“PARAMOUNT”) and _____ (“TRADING PARTNER”).

(Please Print)

RECITALS

TRADING PARTNER and PARAMOUNT desire to facilitate business transactions by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and assure that such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.

Both parties acknowledge and agree that the privacy and security of data held or exchanged by them may contain Protected Health Information (PHI). Each party agrees to take all reasonable steps necessary to ensure that transactions between them comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder.

NOW THEREFORE, PARAMOUNT and TRADING PARTNER agree as follows:

1. Definitions. The following terms shall have the meaning ascribed to them in this Section.

A. Agreement refers to this document.

B. ProMedica Insurance Corporation encompasses the following:

- Paramount Insurance Company
- Paramount Preferred Options, Inc.
- Paramount Care, Inc.
- Paramount Care of Michigan, Inc.
- Paramount Advantage

C. HIPAA Standard Transactions refers to transactions defined under the Code of Federal Regulations at Title 45 Part 162 Administrative Requirements Subparts K through R:



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- K - Health Care Claims or Equivalent Encounter Information
- L - Eligibility for a Health Plan
- M - Referral Certification and Authorization
- N - Health Care Claim Status
- - Enrollment and disenrollment in a Health Plan
- P - Health Care Payment and Remittance Advice
- Q – PARAMOUNT Premium Payments
- R - Coordination of Benefits

D. HHS Transaction Standard Regulation means the Code of Federal Regulations at Title 45, Parts 160 and 162, including any amendment or successor regulations thereto.

E. Paramount Companion Guide refers to applicable Paramount Companion Guide as it may exist from time to time, published on the Paramount web site at www.paramounthealthcare.com (the current version is www.paramounthealthcare.com/documents/provider/Paramount-HIPAACompanion-Guide.pdf).

2. Term. The term of this Agreement shall commence as of the EFFECTIVE DATE, and shall expire upon (60) days prior written notification by either Party.

3. TRADING PARTNER Obligations When Using HIPAA Standard Transactions:

A. General. TRADING PARTNER hereby agrees to comply with all applicable provisions of the HHS Transaction Standard Regulations.

B. No changes. TRADING PARTNER hereby agrees that for the Information, it will not change any definition, data condition, or use of a data element or segment in a standard or operating rule, except where necessary to implement state or federal law, or to protect against fraud and abuse, as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915(a)).

C. No Additions. TRADING PARTNER hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915(b)).

D. No Unauthorized Uses. TRADING PARTNER hereby agrees that for the Information, it will not use any code or data elements that are either marked “not used” in the HHS Transaction Standard’s implementation specifications or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915(c)).



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E. No Changes to Meaning or Intent. TRADING PARTNER hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications. (45 CFR Part 162.915(d)).

F. Standard Transactions-General Rule. If either Party conducts a transaction with the other, using electronic media, for which the Secretary of Health & Human Services has adopted a standard under the HHS Transaction Standard Regulation, then it must conduct the transaction as a standard transaction (45 CFR Part 162.923(a)), except to the extent the exception for direct data entry transactions applies. (45 CFR Part 162.923(b))

G. Use of Business Associates. If a Party uses a business associate to conduct a transaction covered by the HHS Transaction Standard Regulation, then such Party must require the business associate to (a) comply with all applicable requirements of the HHS Transaction Standard Regulation, and (b) require any agent or subcontractor to comply with all applicable requirements of HHS Transaction Standard Regulation. (45 CFR Part 162.923(c))

4. Security. Both parties will take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure, and will take reasonable precautions to prevent unauthorized access to the information.

5. Network and Computer Access. Both parties agree to protect assigned network and computer access information including logon ID's, passwords and other related information from compromise, release or discovery by any unauthorized person, and shall not disclose this access information to any third party in any manner unless mutually agreed upon, in writing, by both parties. If a breach of this provision occurs, the party that discovered the breach must notify the other party immediately.

6. Costs. TRADING PARTNER will obtain and maintain, at its own expense, its own operating system necessary for timely, complete, accurate and secure data transmission pursuant to this agreement. TRADING PARTNER will assume all its own costs to transmit, access, and receive data electronically including, but not limited to, the costs of its own operating system equipment, software and services, maintaining an electronic mailbox, transaction fees, connection time, terminals, connections, telephones, modems and applicable minimum use charges.

7. Concurrence with Paramount Companion Guide. TRADING PARTNER hereby understands and agrees to submit PARAMOUNT specific data elements in accordance with Paramount Companion Guide record requirements, to the extent that PARAMOUNT specific data elements do not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications (45 CFR Part



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162.915(d)) or do not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915(a)). PARAMOUNT may reject any transaction that does not conform to the applicable Paramount Companion Guide record requirements. PARAMOUNT may modify the Paramount Companion Guide at any time without amendment to this Agreement, but the TRADING PARTNER shall not be required to implement such modifications sooner than 60 days after publication of the modified Paramount Companion Guide.

8. Incorporation of Modifications To HHS Transaction Standards. TRADING PARTNER agrees and understands that from time to time, HHS may modify and set compliance dates for the HHS Transaction Standards. TRADING PARTNER agrees to incorporate by reference into this Agreement any such modifications or changes automatically without further action by the Parties. (45 CFR Part 160.140)

9. Testing. TRADING PARTNER will test and cooperate with PARAMOUNT in testing of the transmission and processing systems to ensure the accuracy, timeliness, completeness and security of each data transmission.

10. Garbled Transmissions. If any transmitted data is received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party. In the absence of such a notice, the originating party's records of the transmitted data content shall control.

11. Governing Law. This agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without reference to conflict of law principles.

12. Force Majeure. TRADING PARTNER shall be excused from performance under this Agreement for any period TRADING PARTNER is prevented from performing any service pursuant hereto, in whole or in part, as a result of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such nonperformance shall not be grounds for termination.

13. Limitation of Damages. Neither party shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or as a result of any delay, omission or error in the electronic transmission or receipt of electronic data pursuant to this Agreement, even if either party has been advised of the possibility of such damages.

14. Alternative Dispute Resolution. The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement through either negotiation or mediation prior to initiating litigation



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15. Attorneys' Fees. Except as otherwise specified in this Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Agreement, each party shall bear its own legal expenses and the other cost incurred in that action or proceeding.



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PARAMOUNT Authorized Signature

TRADING PARTNER Authorized Signature

Printed Name of Signer

Printed Name of Signer

Date

Date

Phone

Phone

Fax

Fax Number