



ELECTRONIC TRADING PARTNER AGREEMENT

This Agreement is by and between _____ ("Trading Partner") and University Health Alliance ("UHA"), and is made effective on the date of the last signature.

RECITALS

WHEREAS, UHA provides health plan benefits to its members ("UHA Members") and;

WHEREAS, Trading Partner is either a provider of health care services to UHA Members (a "Provider"), or a service bureau or billing service ("Service Bureau") for such a Provider; and

WHEREAS, UHA has developed electronic data interchange network and sub network, and software (collectively referred to as "EDI Services") to enhance communication of information needed to administer health plans and deliver health care services; and

WHEREAS, UHA has agreed to offer access to such EDI Services to Trading Partner and Trading Partner has elected to access EDI Services offered by UHA; and

WHEREAS, UHA and Trading Partner consider their mutual interest to be served by engaging in the electronic transfer of data communications as a means of furthering their respective business objectives; and

WHEREAS, UHA provides benefit payments on behalf of persons covered under health benefit programs and engages in the electronic transfer of data between Providers; and

WHEREAS, Trading Partner is a business entity that transacts business with UHA on a regular basis pursuant to the terms of a Business Agreement; and

WHEREAS, UHA anticipates that Trading Partner may use, in the performance of this Agreement, various third party Business Associates in the electronic exchange of information;

NOW, THEREFORE, in consideration for the mutual promises herein, the parties agree as follows:

I. DEFINITIONS

The following terms with initial capitals have these meanings:

- 1.1 ANSI means American National Standards Institute, an organization whose Accredited Standards Committee develops and approves uniform standards for the electronic interchange of business transactions.
- 1.2 Business Agreement means a signed agreement between UHA and Trading Partner whereby UHA and Trading Partner may exchange Data and includes, without limitation, Participating Hospital and Medical Center Agreement, Participating Provider Agreement, or any other applicable signed agreement between the parties that now exists or that the parties may enter into from time to time.

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- 1.3 Business Associate means a third-party organization, designated by the Trading Partner, that contracts with Trading Partner to perform services to facilitate the electronic transfer of Data or funds or to conduct other business functions with UHA on behalf of Trading Partner. Examples of Business Associates include, without limitation, clearinghouses, vendors, billing services, service bureaus, and accounts receivable management firms.
- 1.4 Protected Health Information means information relating to specific Individuals, including Individually Identifiable Health Information and Health Information that is exchanged by and between UHA and Trading Partner or Business Associate for various business purposes and that is protected from disclosure to unauthorized persons or entities by Social Security Act § 1171 *et seq.*, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, the Privacy Act of 1974 (5 U.S.C. §552A), or other applicable state and federal statutes and regulations, including statutes and regulations protecting the privacy of general medical, mental health and substance abuse records (collectively, "Privacy Statutes and Regulations").
- 1.5 Data means formalized representation of specific facts or concepts suitable for communication, interpretation or processing by people or automatic means.
- 1.6 Data Transmission means automated transfer or exchange of Data, pursuant to the terms and conditions of this Agreement, between UHA and Trading Partner or its Business Associates by means of their respective Operating Systems, which are compatible for that purpose, and includes without limitation Electronic Data Interchange ("EDI"), Electronic Remittance Advice ("ERA") and Electronic Media Claims ("EMC") transmissions unless otherwise specified in this Agreement.
- 1.7 Electronic Data Interchange ("EDI") means the automated exchange of business documents from application to application in the formats required by Health Insurance Portability and Accountability Act EDI Transaction Rules.
- 1.8 Electronic Media Claims ("EMC") means automated methods of submitting claims for payment of medical services or supplies rendered or sold by a Provider or Supplier to an Individual.
- 1.9 Electronic Remittance Advice ("ERA") means an automated method of electronically explaining the benefit payments of claims processed.
- 1.10 Envelope means a control structure in a format mutually agreeable to UHA and Trading Partner for the electronic interchange of one or more encoded Data Transmissions between UHA and Trading Partner or Business Associate.
- 1.11 HHS means the United States Department of Health and Human Services.
- 1.12 Health Information means any information, whether oral or recorded in any form or medium that (i) is created or received by a provider, health plan, public health authority, employer, life insurer, school, university or health care clearinghouse and (ii) relates to the past, present, or future physical or mental health or condition of an Individual, the provision of health care to an Individual or the past, present or future payment for the provision of health care to an Individual.
- 1.13 Individual means a person whose claims for services or supplies may be eligible to be paid under the terms of an applicable private health program for which UHA processes or administers claims.
- 1.14 Individually Identifiable Health Information means any Health Information, including demographic information collected from an Individual, that is created or received by a provider, health plan,

- employer, or health care clearinghouse and either (i) identifies an Individual, or (ii) creates a reasonable basis to believe the information can be used to identify the Individual.
- 1.15 Lost or Indecipherable Transmission means a Data Transmission that is not received or cannot be processed to completion by the receiving party because it is garbled or incomplete, regardless of how or why the Data Transmission was rendered garbled or incomplete.
- 1.16 National Standard Identifier means the standard unique health identifier for each Individual, employer, health plan and provider for use in the health care system.
- (a) Employer Identifier means the Federal Employer Identification Number assigned by the Internal Revenue Service to identify the tax accounts of businesses with employees or businesses operating as partnerships, or corporations, or such other unique alphanumeric identifier assigned to employers pursuant to regulations implementing the Health Insurance Portability and Accountability Act of 1996.
- (b) National Provider Identifier means the unique alphanumeric identifier assigned to each provider pursuant to regulations implementing the Health Insurance Portability and Accountability Act of 1996.
- (c) Additional Identifiers means identifiers for health plans and Individuals assigned pursuant to regulations implementing the Health Insurance Portability and Accountability Act of 1996.
- 1.17 Operating System means the equipment and software.
- 1.18 Proprietary Information means information used or created by a party in the conduct of its business activities that is not normally made available to the party's customers, competitors or third parties, the disclosure of which will or may impair the party's competitive position or otherwise prejudice its ongoing business.
- 1.19 Security Access Codes means alphanumeric codes that UHA assigns to Trading Partner to allow Trading Partner access to UHA's Operating System for the purpose of successfully executing Data Transmissions or otherwise carrying out this Agreement.
- 1.20 Source Documents means documents containing Data that are or may be required as part of a Data Transmission concerning a claim for payment of charges for medical services that a provider furnishes, or medical supplies that a supplier sells to a covered individual. Source Documents are subject to the security standards of Article IV of this Agreement. Examples of Data contained within a Source Document include, without limitation, the individual's name and identification number, claim number, diagnosis codes for the services rendered, dates of service, service procedure descriptions, applicable charges for the services rendered, the provider's or supplier's name and/or National Standard Identifier, and signature.
- 1.21 Transaction Rules means the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, as may be amended or modified from time to time.

II. OBLIGATIONS OF THE PARTIES

2.1 Mutual Obligations. The mutual obligations of UHA and Trading Partner include the following:

- (a) EDI 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 in accordance with Article IV of this Agreement 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) Equipment Cost. Each party will obtain and maintain, at its own expense, its own Operating System, including trained personnel necessary for timely, complete, accurate and secure Data Transmission pursuant to this Agreement. Each party will pay its own costs related to Data Transmission under this Agreement, including, without limitation, charges for the party's own Operating System equipment, software and services, maintaining an electronic mailbox, connection time, terminals, connections, telephones, modems and applicable minimum use charges. Each party is responsible for its own expenses incurred for translating, formatting and sending or receiving communications over the electronic network to any electronic mailbox of the other party.
- (c) Transmission Format. All standard transactions, as defined by Social Security Act § 1173(a) and the Transaction Rules, conducted between UHA or its contractors and Trading Partner, or Business Associates, will use only those code sets, data elements and formats specified by the Transactions Rules, unless otherwise permitted by the Transaction Rules. The provisions of this Section 2.1(c), and any other section herein requiring compliance with the Transaction Rules, shall commence only upon the initial transmittal between the parties of a "transaction," as defined in the Transaction Rules, using the standard for that transaction specified in the Transaction Rules.

All other Data Transmissions conducted between UHA and Trading Partner or Business Associate will use the code sets, data elements and formats specified in Exhibit A of this Agreement.
- (d) Data and Data Transmission Security. UHA and Trading Partner will employ security measures necessary to protect Data and Data Transmissions between them 1) in compliance with Social Security Act § 1173(d) and any HHS implementing regulations or guidelines, and 2) as set forth in Article IV of this Agreement. Unless UHA and Trading Partner agree otherwise, the recipient of Data, or Data Transmission, will use at least the same level of protection for any subsequent transmission as was used for the original transmission.
- (e) National Standard Identifiers. UHA and Trading Partner will use National Standard Identifiers in all Data and Data Transmissions conducted between the parties no later than UHA's mandatory compliance date with any National Standard Identifier adopted by HHS through regulations implementing the Health Insurance Portability and Accountability Act of 1996.
- (f) Security Access Codes. The Security Access Codes that UHA issues to Trading Partners or Business Associates will, when affixed to Data Transmissions, be legally sufficient to verify the identity of the transmitter and to authenticate the Data Transmission, thereby establishing the Data Transmission's validity. Data Transmissions having a Security Access Code affixed to them will be deemed to have been "written" or "signed" by the sender. Computer printouts of the information contained in such correspondence and documents that have been electronically or magnetically recorded and kept in the normal course of the sender's or receiver's business will be considered original business records admissible in any judicial, arbitration, mediation, or administrative proceeding, to the same extent and under the same conditions as other business records originated and maintained in documentary form.

2.2 Trading Partner Obligations. Trading Partner will:

- (a) Be responsible for all HIPAA claim transactions submitted to UHA
- (b) Ensure that every electronic entry can be readily associated and identified with an original source document; each source document must reflect the following information:
 - Member's name
 - Member's UHA assigned identification number
 - Member's health insurance claim number
 - Date(s) of service
 - Diagnosis/nature of illness
 - Procedure/service performed
- (c) Ensure that all claims for UHA payment are for UHA members and claims have been evaluated for other insurance involvement
- (d) Retain all original source documentation and medical records pertaining to any such particular UHA claim for a period of at least 6 years after the claim is paid
- (e) Agree that UHA or designee has the right to audit and confirm information submitted by the provider and shall have access to all original source documents and medical records related to the provider's submissions; all incorrect payments that are discovered as a result of such an audit shall be adjusted according to the applicable provisions of UHA's Medical Benefit Guides
- (f) Affix the provider's UHA Assigned Provider Identifier Number (PIN) on each claim electronically transmitted
- (g) Agree that the UHA assigned PIN constitutes the provider's legal electronic signature and an assurance by the provider that services were performed as billed
- (h) Affix UHA assigned Member Identification Number (example: 123456789-01)
- (i) Notify UHA within 2 business days if any transmitted data are received in an erroneous or garbled form
- (j) Not copy, reverse engineer, disclose, publish, distribute, alter, or use Data, Data Transmission, or Envelope originating from UHA for any purpose other than for which UHA has specifically authorized Trading Partner under the terms of this Agreement
- (k) Not obtain access by any means to UHA's Data, Data Transmission, Envelope, or UHA's Operating System for any purpose other than as UHA has specifically granted Trading Partner access under this Agreement
- (l) Protect and maintain the confidentiality of Security Access Codes issued to Trading Partner by UHA
- (m) Limit disclosure of Security Access Codes to authorized personnel on a need-to-know basis
- (n) Require any Business Associate to abide by the obligations set forth in this Section 2.2, even though Business Associate is not a signatory to this Agreement

2.3 UHA Obligations. UHA will:

- (a) Make available to Trading Partner, via electronic means, Data and Data Transmissions for which this Agreement grants Trading Partner access, or authorization, or as provided by law
- (b) Provide Trading Partner with at least Sixty (60) days prior written notice of any change or addition to the code sets, data elements or formats for Data Transmissions set forth in Section 2.1(e) and Exhibit A of this Agreement
- (c) Provide Trading Partner with Security Access Codes that will allow Trading Partner access to UHA's Operating System; the parties acknowledge and agree that such Security Access Codes are confidential and subject, without limitation, to the restrictions contained in Article IV of this Agreement; UHA reserves the right to change Security Access Codes at any time and in such manner as UHA, in its sole discretion, deems necessary; the parties agree that disclosure of Security Access Codes will be limited to authorized personnel of the respective parties on a need-to-know basis.
- (d) Transmit to the Trading Partner an acknowledgement of Envelope receipt
- (e) Ensure that payments to providers are timely in accordance with UHA's Standards and Policies
- (f) Notify the Trading Partner within 2 business days if any transmitted data are received in an erroneous or garbled form
- (g) Provide UHA's assigned Federal Tax ID Number (TIN) to the Trading Partner for claims to be electronically transmitted
- (h) Affix the UHA TIN, as its electronic signature, on each remittance advice sent to the provider
- (i) Require any Business Associate to abide by the obligations set forth in this Section 2.3, even though Business Associate is not a signatory to this Agreement

2.4 EDI Provisions.

- (a) UHA grants Trading Partner and its Business Associates, for which UHA has received a signed Business Associate Authorization Form (Exhibit B), access to the UHA network and sub-network selected by Trading Partner and approved by UHA, as requested in the attached Exhibit B, and such other amendments as to which the parties may agree in writing, on the terms and conditions set forth herein. UHA makes no guarantee, or warranty, regarding the accessibility of such network or sub-network, and network or sub-network may be inaccessible for a variety of reasons. UHA may at any time cease to provide access to any network or sub-network, in UHA's sole discretion, and will provide sixty (60) days' written notice to Trading Partner of its intention to do so.
 - (i). UHA network and sub-network may be used by Trading Partner solely for the following purposes:
 - A. 837P/837I Claims submission and retrieval
 - B. 835 Remittance Advice retrieval
 - C. 276/277 Claims Status submission and retrieval
 - D. 834 Member Enrollment/Maintenance submission
 - E. 278 Authorizations Review and Response

- F. 270/27/1 Member Eligibility Inquiry and Response
- G. UHA's EDI related Databases

- (b) UHA grants Trading Partner access to its Electronic Data Interchange system ("EDI System") on the terms and conditions set forth herein. UHA makes no guarantee or warranty regarding the accessibility of the EDI System, and the EDI System may be inaccessible for a variety of reasons. UHA may at any time cease to provide access to the EDI System, in UHA's sole discretion, and will provide sixty (60) days written notice to Trading Partner of its intention to do so.
 - (i). Access is granted solely for the purpose of submitting and retrieving HIPAA Transaction Code sets mentioned in Section 2.4 A(i).
 - (ii). UHA agrees to accept and process medical claims, with the exception of claims that are rejected on the front-end rejection reports, submitted by or on behalf of Trading Partner in accord with this Agreement.
 - (iii). Trading Partner shall ensure the accuracy of all information provided by Trading Partner, or on Trading Partner's behalf. Trading Partner shall research and correct any and all billing discrepancies caused by it. UHA shall assist Trading Partner in resolving problems that may be encountered using the EDI System.
 - (iv). Trading Partner warrants Trading Partner shall reimburse UHA for any and all claims against UHA resulting from misrepresentations, discrepancies and errors in any claim, whether made by Trading Partner or its Business Associate.
- (c) EDI Services shall be provided to Trading Partner free of charge and in consideration of such, Trading Partner agrees to abide by the terms and conditions of this Agreement.
- (d) UHA shall provide Trading Partner with the applicable guides ("Guides") containing further requirements and instructions for use of EDI Services by Trading Partner. Trading Partner shall comply with all instructions and requirements set forth in the Guides as if fully incorporated in this Agreement. Any failure to comply with the requirements shall constitute a material breach of this Agreement by Trading Partner. UHA shall provide Trading Partner with sixty (60) days prior notice of change to the Guides.
- (e) Trading Partner shall have sole responsibility for acquiring all computer hardware and software, and communication lines, links and modems necessary to use EDI Services. All such equipment shall comply with the technical standards and specifications set forth in the applicable Guides. In order to provide continued support of UHA Services, Trading Partner is required to abide by the connection standards established by UHA published in the Guides. Trading Partner shall notify UHA a minimum of two weeks in advance before any changes of an IP address may be effected. UHA agrees to provide Trading Partner not less than sixty (60) days prior notice of any changes in technical standards and specifications. UHA shall not be responsible for the cost of alterations to Trading Partner's equipment or software required as a result of UHA's changes to EDI Services, nor shall UHA be responsible for any incompatibility problems caused by EDI Services.
- (f) In the event that a party receives Data or Data Transmissions not intended for that party, the receiving party will immediately notify the sending party and will immediately delete the Data and Data Transmission from its System.

- (g) Require any Business Associate to abide by the obligations set forth in this Section 2.4, even though Business Associate is not a signatory to this Agreement.

III. BUSINESS ASSOCIATES

- 3.1 Business Associate Obligations. Trading Partner will ensure that its Business Associates will be bound by the Mutual Obligations of the parties set forth in Section 2.1; Trading Partner's Obligations set forth in Section 2.2; EDI Provisions set forth in Section 2.4; Article IV; and Article V, even though its Business Associate is not a signatory to this Agreement.
- 3.2 Responsibility for Business Associate. Trading Partner is liable to UHA for its Business Associate's compliance with this Agreement.
- 3.3 Notices Regarding Business Associates. Trading Partner will, prior to commencement of Business Associate's services in connection with this Agreement, submit a complete, executed Business Associate Authorization form (Exhibit B of this Agreement) designating each Business Associate authorized to send or receive Data or Data Transmissions to or from UHA on Trading Partner's behalf. Trading Partner will notify UHA at least fourteen (14) days prior to the date of any material change to the information contained in the Business Associate Authorization form. The Business Associate Authorization form will be effective and incorporated into this Agreement on the date it is received by UHA.

IV. CONFIDENTIALITY AND SECURITY

4.1 Data Security. Trading Partner and UHA will maintain adequate policies and procedures to:

- (a) prevent unauthorized access to and disclosure of Data, Data Transmissions, Security Access Codes, Envelope, backup files, Source Documents or the other party's Operating System;
- (b) assure Data are not inappropriately modified, deleted, or destroyed;
- (c) immediately notify UHA of any unauthorized attempt to obtain access to, or otherwise tamper with UHA's Data, Data Transmissions, Security Access Codes, envelope, backup files, or Operating System.

4.2 Data and Operating Systems Security. Each party will develop, implement and maintain measures reasonably necessary to ensure the security of:

- (a) Data transmitted or maintained by the party;
- (b) Each Parties' own Operating System;
- (c) Each Parties' records relating to its Operating System;
- (d) Each Party will document and keep current its security measures that will include, at a minimum, the requirements and implementation features set forth in Social Security Act § 1173(d) and all applicable HHS implementing regulations.

4.3 Confidentiality.

- (a) Protected Health Information . UHA and Trading Partner acknowledge and agree that protection of the confidentiality of Protected Health Information is essential to protect the privacy of UHA members. Protected Health Information shall include any individually identifiable health

information, or any other health information that is protected by state or federal law or regulation, including specifically the Standards for Privacy of Individually Identifiable Health Information, as defined in 45 C.F.R. Section 164.501. UHA and Trading Partner shall comply with all federal and state laws regarding protection and release of Protected Health Information. Trading Partner shall instruct its employees and agents of the terms and conditions of this Agreement.

- (b) Proprietary Information . Each party will treat the other party's Proprietary Information obtained or learned in connection with this Agreement as confidential and will not use the other party's Proprietary Information for its own commercial benefit or any other purpose not authorized in this Agreement. Each party will safeguard the other party's Proprietary Information against unauthorized disclosure and use.
- (c) Notice of Unauthorized Disclosures and Uses . Trading Partner will promptly notify UHA of any unlawful or unauthorized use, or disclosure of Protected Health Information, or UHA's Proprietary Information that comes to Trading Partner's attention and will cooperate with UHA in the event that any litigation arises concerning the unlawful or unauthorized disclosure or use of Protected Health Information or UHA's Proprietary Information.

4.4 The provisions of this Article IV will survive termination of this Agreement.

IV. RIGHT TO AUDIT

- 5.1 Right to Audit . UHA will have the right, with prior notice, to audit relevant Trading Partner and Business Associate records, as UHA deems necessary to ensure compliance with this Agreement. Trading Partner and Business Associate shall cooperate with such audit and shall provide all information necessary to verify compliance with the terms and conditions of this Agreement.
- 5.2 Government Requests for Information . Trading Partner will notify UHA 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 law prohibits such notification.

V. WARRANTIES

- 6.1 Warranties Regarding Business Associates . Trading Partner warrants that Business Associate will make no unauthorized changes in the Data content of Data Transmissions or the contents of an Envelope. Trading Partner further warrants that Trading Partner will advise Business Associate of this Agreement and that Business Associate will comply in all respects with the terms of this Agreement.
- 6.2 UHA Warranties . UHA represents and warrants that, for a period of ninety (90) days, the EDI Services will perform in accordance with UHA's specifications and documentation. UHA specifically disclaims any warranty or guarantee that provision of the EDI Services shall be uninterrupted. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, UHA HEREBY DISCLAIMS ANY AND ALL OTHER EXPRESS WARRANTIES OF ANY KIND OR NATURE, AND ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

VI. RESPONSIBILITY FOR ACTS

- 7.1 Responsibility for Acts. Each party is responsible for its own actions.
- 7.2 Participation in Actions. UHA reserves the right, at its option and expense, to participate in the defense of any suit or action brought against Trading Partner or its Business Associate arising out of any act or

omission in connection with this Agreement even if Trading Partner or its Business Associate choose not to pursue a defense.

- 7.3 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.
- 7.4 Limitation of Liability . 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.
- 7.5 Survival . The provisions of this Article VII will survive termination of this Agreement.

VII. MISCELLANEOUS

- 8.1 Amendments . This Agreement, including the provisions of this paragraph, may not be changed or modified except by an instrument in writing signed by each party's authorized representative.
- 8.2 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.
- 8.3 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. UHA will notify Trading Partner of any change within a reasonable period of time following the effective date of such final regulation or amendment.
- 8.4 Par Agreements Not Affected . This Agreement in no way supersedes nor affects any participating provider agreement between UHA and Trading Partner. Neither does it supersede nor affect the provisions of any UHA plan, Medical Benefit Guides, or brochure outlining the terms and conditions upon which UHA has agreed to provide or pay benefits.
- 8.5 Termination of Agreement . This agreement will be effective until terminated by either party. Either party may terminate it for any reason upon sixty (60) days' written notice to the other party.
- 8.6 Independent Parties . Trading Partner acknowledges that this Agreement constitutes an agreement between Trading Partner and UHA and that UHA is an independent plan in the State of Hawaii. Trading Partner further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than UHA and that no person, entity, or organization other than UHA shall be held accountable or liable to Trading Partner for any of UHA's obligations to Trading Partner created under this Agreement.
- 8.7 Arbitration . If any dispute arises between the parties to this Agreement, the parties shall settle the dispute by binding arbitration in Hawaii. All expenses of the arbitration including the arbitrator's fee, the costs of a reporter and transcript and the fees of an arbitration service will be shared equally by the parties. Each party shall pay its own attorney and witness fees. The decision of the arbitrator shall be binding on both parties and no action may be brought in any court in connection with this decision except as stated in The Federal Arbitration Act, 9 U.S.C., § 1 *et seq.*

- 8.8 Entire Agreement . This Agreement along with the signature page, attachments and Guides constitutes the entire agreement between the parties.
- 8.9 Copyright . If a third party claims that a Product UHA provides to Trading Partner infringes upon third party's copyright, UHA will defend Trading Partner against that claim at UHA's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that Trading Partner:
- (a) promptly notifies UHA in writing of the claim; and
 - (b) allows UHA to control, and cooperates with UHA in, the defense and any related settlement negotiations.

This is UHA's entire obligation to Trading Partner regarding any claim of infringement.

- 8.10 Trade Marks and Service Marks . Neither party grants to the other the right to use its trademarks, service marks, trade names, or other designations in any promotion or publication. Notwithstanding the foregoing, UHA shall have the right to use Trading Partner's name, address and telephone number for the purpose of communicating to its Members, customers and other Participating Providers in connection with the Trading Partner's status as a Participating Provider and in connection with Trading Partner's obligations hereunder.
- 8.11 Assignment . This Agreement may not be assigned or otherwise transferred without prior written consent and any attempt to do so is void.
- 8.12 Governing Law . Except as otherwise indicated herein, this Agreement shall be governed by the laws of the State of Hawaii without reference to its conflicts or choice of law provisions.
- 8.13 Force Majeure . Neither party shall be held liable for failure to fulfill its obligations under the Agreement, if such failure is caused by flood, communications failure, extreme weather, fire, or other natural calamity, acts of governmental agency, or similar causes beyond the control of such party.
- 8.14 No Waiver . Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either party except by in writing and signed by an authorized representative of the party making the waiver.

IX. SIGNATURES

The parties will be bound by all the terms, provisions and conditions of this Agreement upon execution of the Agreement by each party's authorized representative.

Trading Partner

UHA

Signature

Signature

Name (please print)

Chadwick Lee

Name (please print)

Title

Chief Information Officer

Title

Address

Date

City, State, Zip Code

Phone Number

Date

Please mail completed Electronic Trading Partner Agreement to:

UHA
Attention: Information Services
700 Bishop Street, Suite 300
Honolulu, HI 96813-4100

Please retain a copy of this document for your records

EXHIBIT A
EDI STANDARDS

- I. **Standard Formats for Data Transmissions** . UHA, Trading Partner and Business Associate will send and receive Data Transmissions involving the standard transactions established by the Transaction Rules in compliance with the Transaction Rules, in effect now or as amended in the future, as follows:
- (a) Health Care Claim - Professional, or Institutional claim-ASC X12N 837, Version 4010 (5/00) addenda version 4010 (10/02)
 - (b) Health Care Payment and Remittance Advice - Professional, or Institutional claim payment-ASC X12N 835, Version 4010 (5/00) addenda version 4010 (10/02)
 - (c) Health Care Claim Status Request and Response - ASC X12N 276/277, Version 4010 (5/00) addenda version 4010 (10/02)
 - (d) Referral Certification and Authorization Request and Response - ASC X12N 278, Version 4010 (5/00) addenda version 4010 (10/02)
 - (e) Eligibility for a Health Plan - Member's eligibility benefit inquiry and response-ASC X12N 270/271, Version 4010 (5/00) addenda version 4010 (10/02)
 - (f) Enrollment and Maintenance in a Health Plan - ASC X12N 834, Version 4010 (5/00) addenda version 4010 (10/02)
 - (g) Coordination of Benefits - Professional, or Institutional claim-ASC X12N 837, Version 4010 (5/00) addenda version 4010 (10/02)
- II. **EDI Communication Protocols**. UHA and Trading Partner or Business Associate will send and receive Data Transmissions in accordance with the EDI communication protocols set forth in the Guides as amended from time to time.
- III. **Security Standards**. UHA, Trading Partner and Business Associate will each develop, implement and maintain appropriate security measures for its own Operating System. These security measures will be in compliance with Social Security Act § 1173(d) and any HHS implementing regulation, or guideline, for electronically maintained or electronically transmitted Protected Health Information.

EXHIBIT B

Business Associate Authorization

In consideration of UHA's willingness to permit the below named person(s) to execute, on my behalf and as my Business Associate and sub-contractor for EDI transactions to UHA, I agree to accept full responsibility for their accuracy and propriety.

It is also understood that the appointment of the below named person(s) as my Business Associate shall remain in effect, and may be conclusively relied upon by you, until such time as you receive cancellation thereof executed in writing either by me or my said Business Associate.

Provider

Name _____

Address _____

City _____ State ____ Zip _____

Signature _____ Date _____

Phone No. _____

Business Associate

Name _____

Address _____

City _____ State ____ Zip _____

Contact _____

Phone No. _____

Note: Please complete a form for each Business Associate doing business with UHA on your behalf.