

Electronic Data Interchange Trading Partner Agreement

This Electronic Data Interchange Trading Partner Agreement (“Agreement”) is made as of this 16th day of March, 2020 (“Effective Date”) by and between Humboldt IPA (“Payer”) and _____ (“Payee Vendor”). Payer or Payee Vendor may each be referred to herein as a “party.”

1. Roles. Payer is a Covered Entity as defined in the Administrative Simplification subtitle of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”). Payee Vendor acts as a Business Associate, as defined in HIPAA, of certain health care providers that receive payment for health care claims from Payer and that have requested that Payer send payments, and data in electronic form related to such payments, to Payee Vendor (“Providers”).

2. Transactions. This Agreement sets forth the terms and conditions on which Payer and Payee Vendor will exchange data in electronic form on behalf of Providers. The data in electronic form (including Protected Health Information as defined in HIPAA) that will be exchanged by Payer and Payee Vendor is referred to herein as a “Transaction” or “Transactions.”

Each party shall transmit each Transaction to the other party in a form and format that complies with 45 C.F.R. Part 162, to the extent applicable. Neither party may:

- Change the definition, data condition or use of a data element or segment in a standard;
- Add any data elements or segments to the maximum defined data set;
- Use any code or data elements that are either marked “not used” in the standards’ implementation specification or are not in the standard’s implementation specification(s); or
- Change the meaning or intent of the standard’s implementation specification(s).

For purposes of this Agreement, the terms “data condition,” “data element,” “implementation specification,” “segment,” and “standard” shall have the same meanings set forth in 45 C.F.R. §§ 160.103 and 162.103.

3. No Fees. Neither party will pay fees or other compensation to the other party for the performance of their respective obligations hereunder. Each party shall bear its own expense of performing under this Agreement.

4. Exhibit A. Payer and Payee Vendor will complete Exhibit A in the form attached hereto for indicating each Provider for which they will exchange Transactions, including the types of Transactions to be exchanged for that Provider. The parties will update Exhibit A as Transactions are added or deleted for a Provider, and as other Providers (and Transactions) are added or deleted.

5. Cooperation. Payee Vendor will provide to Payer the technical requirements related to the exchange of Transactions. As to software, equipment, and services associated with each party's performance under this Agreement, the parties agree to reasonably cooperate with each other in order to provide support services sufficient to meet HIPAA security requirements for Transactions as contemplated herein. Each party will reasonably assist the other in establishing and/or maintaining support procedures, and will complete reasonable problem determination procedures prior to contacting the other with a support-related matter. The parties agree to use reasonable efforts to avoid and resolve performance and unavailability issues. Each party shall, at no professional service charge to the other, perform consultation on the design and implementation of the connection to the other party, and test the connection prior to validating it. If any Transaction is received in an unintelligible or garbled form, the receiving party, if feasible, shall notify the originating party as soon as determined. Each party will perform commercially reasonable remedial actions as requested by the other to assist in problem resolution. Each party agrees to notify the other within a reasonable time of the existence of any condition which might have an adverse effect on the parties' ability to transmit or process Transactions. Nothing in this Agreement shall require a party to disclose to the other party any process, method or other information that is a trade secret or confidential or proprietary.

6. Provider Authorizations. Payee Vendor and Payer shall each be responsible for obtaining from Providers authorizations to transmit Transactions to the other party. Each party may further transmit or otherwise use Transactions to provide additional services to Providers as agreed upon separately between such party and the Providers, and shall be responsible for obtaining from Providers their authorizations for such other or additional use.

7. Security. Payer and Payee Vendor will each implement appropriate policies and procedures for purposes of preventing unauthorized access to, and unauthorized disclosure of, Transactions. Payee Vendor represents that it has signed a Business Associate Agreement with each Provider for which it will exchange Transactions with Payer under this Agreement, requiring Payee Vendor to protect the confidentiality and security of Protected Health Information, as defined in HIPAA, in accordance therewith.

8. Document Retention/Breach Notification. Each party agrees to retain copies of the Transactions for at least the period of time required by the law applicable to such party. Each party shall comply with the requirements of the Breach Notification Rule with respect to a Breach in maintaining or transmitting a Transaction and with their own respective Business Associate Agreement.

9. Representations. Each party warrants that it has obtained from the Providers and from any other party all necessary consents, approvals and other rights that it is required by law to obtain for the possession, transmission or other use of the Transactions. Each party warrants that it is capable of performing its respective responsibilities under this Agreement and that they shall be performed in a professional, competent and workmanlike manner. Neither Payer nor Payee Vendor makes any warranty with respect to the accuracy or

correctness of the Transactions. **THE WARRANTIES SPECIFICALLY SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXCLUDED.**

10. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF SERVICE, OR OTHER WORK OR IMPAIRMENT OF OTHER ASSETS OR FOR LOSS WHICH IS CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL, WHETHER FORESEEABLE OR UNFORESEEABLE BASED ON CLAIMS OF THE OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. IN THE EVENT THAT A PARTY FAILS TO SEND OR RECEIVE A TRANSACTION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, SUCH PARTY SHALL USE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH FAILURE PROMPTLY, WHICH SHALL BE THE OTHER PARTY'S SOLE AND EXCLUSIVE REMEDY FOR SUCH FAILURE.

11. Term and Termination. The term of this Agreement shall become effective on the Effective Date and shall continue thereafter for twelve (12) consecutive months, such total time designated as the initial term. Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms unless either party gives the other written notice of non-renewal not less than ninety (90) days prior to the end of the then current term. If either party fails to observe or perform any material obligation under this Agreement, then following the parties' good faith efforts to resolve the dispute, the non-defaulting party may give written notice to the defaulting party specifying the material failure. If the material failure is not corrected or a mutually agreed upon plan to correct the failure has not been established within sixty (60) days after the date of such notice, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party. Upon expiration or termination of this Agreement for any reason, the parties shall promptly determine a transition strategy in order to minimize the impact of moving to an alternative service solution for the affected Providers.

12. Change in Law. In the event that the provisions of HIPAA and regulations promulgated thereunder, or any other law, require a change in the responsibilities of either party, and the parties are unable to agree on conforming changes to this Agreement, then either party may terminate this Agreement by giving 30 days written notice to the other party.

13. Relationship of Parties. Neither party shall make any promises, commitments, representations or warranties to a Provider about the other party or its products or services without the express prior written approval of that other party. The relationship of the parties

is that of independent contractors. Each party hereby acknowledges that it has no power or authority to act on behalf of the other party as its agent, and that its authority is limited in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to make the parties hereto partners, joint venturers, or agents of or with each other, nor shall either party so represent itself. The parties shall mutually agree in writing upon any communications or releases relating to this Agreement, as well as to any usage of the other party's name, trademark, logo, copyright or other proprietary or commercial right, provided, however, that either party may market its respective services to Providers and prospective customers without limitation and, subject to the terms of this Agreement, may disclose to them the services of the other party.

14. Survival. Sections 8, 9, 10, and 14 shall survive termination of this Agreement.

15. No Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other, except, with written notice to the other party, to an affiliate or to a successor by purchase, merger, or consolidation. No assignment shall relieve the assignor of its obligations under this Agreement.

16. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to principles of conflict of laws and, to the extent applicable, the laws of the United States, including without limitation the Electronic Signatures in Global and National Commerce Act.

17. Entire Agreement. This Agreement constitutes the entire agreement between Payer and Payee Vendor, and supersedes all other prior and contemporaneous agreements, understandings, and commitments between them, relating to the subject matter hereof.

18. Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, and this Agreement shall be construed as if such invalid provision had been omitted.

19. Waiver and Amendment. No provision of this Agreement may be terminated, modified, or waived except as set forth in a written agreement executed by authorized representatives of the parties.

20. Electronic Signatures and Records. Notwithstanding any other provision of the Agreement, the Agreement, any amendment to the Agreement, and any other information, notice, disclosure, agreement or authorization related to the Agreement (each a "Communication") may, at Payee Vendor's option, be in the form of an electronic record. Any Communication, may, at Payee Vendor's option, be signed or executed using electronic signatures. For the avoidance of doubt, the authorization under this paragraph may include, without limitation, use or acceptance by Payee Vendor of a manually signed paper Communication which has been converted into electronic form (such as scanned into PDF format) for transmission, delivery and/or retention.

21. Notices. Communications required or permitted under this Agreement must be in writing and will be effective upon receipt. Communications may be given in any manner

to which you and we may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Communications.

All such Communications shall be delivered as follows:

To Payee Vendor:

Attn: _____

Phone: _____

Fax: _____

Email: _____

To Payer:

Humboldt Independent Practice Association
Attn: Rosemary DenOuden
2662 Harris Street
Eureka, CA 95503
FAX: 707.443.2527
Email address: rdenouden@humboldtifa.com

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the Effective Date.

Humboldt Independent Practice Assn _____

By: _____

By: _____

Title: _____

Title: _____

