

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

Based on the following, Administrative Enterprises Inc. (hereinafter referred to as "AEI"), and _____, (**Provider's Full Name**), (hereinafter referred to as "the Trading Partner"), enter into this Agreement to facilitate business transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are not legally invalid or unenforceable as result of this use of available electronic technologies for the mutual benefit of the Trading Partners.

ARTICLE I. PURPOSE

1.1 AEI has developed a paperless transaction system that will process electronic transactions submitted through the designated electronic media. This Agreement between AEI and Trading Partner is for the purpose of establishing the terms and conditions under which Trading Partner will electronically exchange certain health information in accordance with the requirements of the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Public Law 104-91) and its implementing regulations (45 C.F.R. parts 160, 162, and 164), as these provisions might be amended from time to time.

1.2 Trading Partners access the pipeline network over which the transmission of electronic data occurs. Accordingly, providers are required to transport data to and from AEI. Additionally, contracted vendors and/or billing services must identify the providers they represent so that proper reporting of claims processing may occur.

1.3 This Agreement delineates the responsibilities of AEI and its Trading Partners.

ARTICLE II. PARTIES

2.1 *Administrative Enterprises Inc.*
5810 W. Beverly Lane
Glendale, AZ 85306-1800

2.2 TRADING PARTNER

Name	
Address Line 1	
Address Line 2	
City, State, Zip	
Contact Name	
Phone Number	
Email Address	
Provider Number	

ARTICLE III. GENERAL PROVISIONS

3.0 Prerequisites

Document Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in this Electronic Trading Partner Agreement (TPA), and transaction sets which the parties, by written amendment, agree to add to this TPA. Electronic transmission of all data ("Documents") shall be in strict accordance with the standards set forth in this TPA and as defined by the Health Insurance Portability and Accountability Act (HIPAA).

3.1 Third Party Service Providers

3.1.1 Documents will be transmitted electronically to each party either directly or through a contracted third-party service provider. Either party may modify its election to use, not use or change a third-party service provider upon prior written notice to the other party to this TPA.

3.1.2 Each party shall be responsible for the costs of any third-party service provider with which it contracts, unless otherwise set forth in this TPA.

3.2 Security Procedures

Each party shall properly institute and adhere to those security procedures including any special security procedures specified in this TPA, which are reasonably calculated to provide appropriate levels of security for the authorized transmission of documents and to protect its business records and data from improper access. At a minimum, Trading Partner shall look to the HIPAA Security Standards (45 C.F.R. parts 160, 162, and 164) for guidance concerning the types of Safeguards HHS considers minimally necessary.

3.3 Termination

This TPA shall remain in effect until terminated by either by AEI or the Trading Partner with not less than thirty (30) days prior written notice to the other party. Such notice shall specify the effective date of termination and shall not affect the respective obligations or rights of the parties arising prior to the effective date of termination. If AEI determines that the submission of documents fails to conform to the paperless transactions specifications agreed to within this TPA, or relevant guidelines governing the submission of electronic transactions then AEI may, with the approval of AEI, terminate this TPA five (5) business days after the Trading Partner has received a written termination notice from AEI.

3.4 Modifications

This TPA constitutes the entire agreement of the parties and supersedes any previous understanding, commitment or agreements, oral or written, concerning the electronic exchange of information and or documents, all of which are hereby incorporated by reference. Any change to this Agreement will be effective only when set forth in writing and executed by all parties.

ARTICLE IV. CONFIDENTIALITY, PRIVACY AND SECURITY

4.0 AEI and the Trading Partner wishes to take all steps necessary to conduct electronic transactions, and safeguard individually identifiable health information, in accordance with the requirements of the HIPAA Regulations. AEI and the Trading Partner will conform with all appropriate federal and state laws and regulations pertaining to the confidentiality, privacy, and security applicable to each party.

4.1 The Trading Partner agrees to safeguard all AEI information within its possession, whether verbal, written, or otherwise, received from AEI, or acquired by the Trading Partner in performance of this TPA, recognizing all such information as privileged.

ARTICLE V Testing

5.1 As may be required by AEI, Trading Partner shall test and cooperate with AEI in testing its system to ensure the accuracy, timeliness, completeness, confidentiality and compliance with the HIPAA Standards for Electronic Transactions and AEI's EDI Instructions of each data transmission.

ARTICLE VII. MEDICAL TRANSACTION STANDARDS

Administrative Enterprises Inc. has selected **ASC X12N Version 4010A** standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards, but include only the Transaction Sets listed in the section below. The information provided will be utilized to route transactions to our Claims Management Information System and back to Trading Partner directories. Remittance files (835) and Pended Claims Reports (277) will be available only to one trading partner. If authorizing one Trading Partner for claims submission and another for downloads each party must complete a separate TPA.

Check all that apply:

- 837 Professional
- 837 Institutional
- 837 Dental
- 835 Remittance Advice
- 270 Eligibility Inquiry & 271 Eligibility Response
- 276 Claim Status Inquiry & 277 Claim Status Response

Method of Transmission: **File Transfer Protocol (FTP)**

Guidelines

HIPAA – Health Insurance Portability and Accountability Act. In the event of any conflict, HIPAA standards and Implementation Guides shall control.

Please list the name(s) and phone number(s) of person(s) authorized to resolve problems regarding electronic transmissions:

Name Phone Number

Name Phone Number

Email address

ARTICLE VIII. PROVIDERS

Please list the names and the provider numbers of those providers for which electronic transactions will be submitted. Each individual provider or group for whom you will be billing must sign and date the agreement below. If additional space is required to identify each provider please make copies of Article VIII.

Provider Number	
Provider Name	
Authorized Signature	
Date	

Provider Number	
Provider Name	
Authorized Signature	
Date	

Provider Number	
Provider Name	
Authorized Signature	
Date	

Provider Number	
Provider Name	
Authorized Signature	
Date	

**Trading Partner Execution:
TRADING PARTNER**

Name

Signature Date

Title

DO NOT FAX!

Please mail this certification to the following address:

AEI

Attn: EDI Coordinator

5810 W. Beverly Lane

Glendale, AZ 85306-1800