

This document constitutes an agreement to the following provisions for exchanging Electronic Data Interchange (EDI) between the Trading Partner, _____, and Trillium Health Resources ("Trillium"). Trading Partner and Trillium are at times referred to herein collectively as the "Parties" and each individually as a "Party."

The Trading Partner agrees:

1. To conform to the requirements for *Administrative Simplifications* as defined in the provisions of the *Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L. 104-91)*, and regulations promulgated there under and to take no action which adversely affects Trillium Health Resources' HIPAA compliance.
2. That it will promptly notify Trillium Health Resources of any and all unlawful or unauthorized disclosures of confidential information, including any production data transferred between the Parties, or protected health information (PHI) that comes to its attention and will cooperate with Trillium Health Resources in the event any litigation arises concerning the unauthorized use, transfer, or disclosure of either confidential or protected health information.
3. That it will use sufficient security procedures to ensure that all transmissions of documents are authorized and protect all participant-specific data from improper access, use or disclosure.
4. That it will ensure that all files transmitted comply with the appropriate national Electronic Data Interchange (EDI) Transaction Set Implementation Guide, effect on the date of transmission, as provided by the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
5. That it will establish and maintain procedures and controls so that information concerning Trillium Health Resources health plan participants, or any information obtained from Trillium Health Resources, including production data, shall not be used by agents, officers, or employees of the Trading Partner other than for its sole intended purpose.
6. That the information stated in any EDI Trading Partner Profile(s) submitted with this Agreement, or subsequently, is correct and complete and that such submission is an attestation of such.
7. That it will inform Trillium Health Resources 30 days after receipt of written notice from the provider if there is any change in the trading partner representative or location where electronic transactions are sent.
8. That it is bound by written agreement with the provider to comply with state and federal law, if the trading partner is an intermediary for the billing provider.

9. The Trading Partner agrees to conform to minimum system requirements in order to access the Provider Direct Software Module. The minimum system requirements are subject to change.

- 🌱 Internet Access: Minimum speed of 3 megabits per second
- 🌱 Supported Web Browser: Current version of Google Chrome, Mozilla Firefox, Microsoft Edge, or Apple Safari

TRILLIUM HEALTH RESOURCES agrees:

1. To conform to the requirements for Administrative Simplifications as defined in the provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L. 104-91), and regulations promulgated there under and to take no action which adversely affects the trading partner's HIPAA compliance.
2. That it will use sufficient security procedures to ensure that all transmissions of documents and data, including production data, are authorized and protect all participant-specific data from improper access, use or disclosure.
3. That it will ensure that all files transmitted comply with the appropriate national Electronic Data Interchange (EDI) Transaction Set Implementation Guide, effect on the date of transmission, as provided by the Health Insurance Portability and Accountability Act (HIPAA) of 1996.

BOTH PARTIES agree:

1. That documents or data, including production data, will not be considered as received and no responsibility assigned until accessible at the receiving party's computer.
2. That upon receiving any documents or data, including production data, to prepare and transmit a timely response or an acknowledgement of transaction receipt. If acceptance of a document or data is required, a document or data are not considered received until an acceptance acknowledgement is returned.
3. To notify the other party within a reasonable time frame if any transmitted data, including production data, are received in an unintelligible, garbled or otherwise unusable form.
4. That each party will provide and maintain the equipment, software, services, and testing necessary to transmit and receive documents or data, including production data, under this agreement.
5. To conduct business and perform as required by this agreement and any applicable rules or regulations.
6. That this agreement will remain in effect until terminated by either party with at least 30 days prior written notice. The notice will specify the effective date of termination, but will not affect the obligations or rights of either party prior to the effective date of termination. This agreement is automatically terminated in the event the trading partner or provider is disqualified through a federal administrative action or state action. That any document or data, including production data, transmitted according to this agreement will be considered an original and signed when received electronically.

Neither party will contest the validity or enforceability of signed documents under any applicable law concerning whether certain agreements must be signed in writing to be binding. Neither party will contest the admissibility of copies of signed documents under the business records exception to the hearsay rule, the best evidence rule, or the basis that the signed documents were not originated in documentary form.

- 7. That neither party will be liable for any special, incidental, exemplary, or consequential damages resulting from any delay, omission, or error in the electronic transmission or receipt of any document or data, including production data, even if either party has been advised such damages are possible.
- 8. That both parties will attempt, in good faith, to resolve any issues relating to this agreement.

By signing and dating this form, you are noting that you are authorized to sign this document on behalf of the indicated party and have read and agree to the foregoing provisions and acknowledge the same by so signing and dating.

Authorized Signature

Printed Name & Title

Date