



Western Highlands Network

A LOCAL MANAGEMENT ENTITY

Serving Buncombe, Henderson, Madison, Mitchell, Polk, Rutherford, Transylvania and Yancey Counties

WESTERN HIGHLANDS NETWORK TRADING PARTNER AGREEMENT (TPA)

This document constitutes an agreement to the following provisions for Electronic Data Interchange (EDI) between the Trading Partner listed in the signature and Western Highlands Network.

1. Definitions

- a. HIPAA means the Administrative Simplification provisions set forth under the Health Insurance Portability and Accountability Act of 1996 and the associated regulations promulgated thereunder.
- b. PHI is protected health information as defined under HIPAA, but limited to the PHI that is exchanged between the parties to this agreement.
- c. EDI means healthcare related electronic data interchange that conforms to the current HIPAA compliant national standards established by the Accredited Standards Committee (ASC X12).
- d. Trading Partners are entities that exchange EDI with Western Highlands Network. Trading Partners may be healthcare providers, clearinghouses, claims billing services or claims payers.

2. The Trading Partner agrees to:

- a. Conform to HIPAA requirements and take no action which would adversely affect Western Highland Network's HIPAA compliance.
- b. Promptly notify Western Highlands Network of any and all unlawful or unauthorized disclosures of PHI that comes to its attention and will cooperate with Western Highlands Network in the event that any litigation arises concerning the unauthorized disclosure of PHI.

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- c. Use sufficient security procedures to ensure that the exchange of EDI and PHI is authorized and protected from improper access.
- d. Comply with the current national standard healthcare EDI formats published by the Accredited Standards Committee (ASC X12).
- e. Establish and maintain procedures and controls to ensure that information concerning Western Highlands Network health plan participants shall not be used by agents, officers, or employees of the Trading Partner other than for its intended purpose.
- f. To ensure that the information stated in any EDI Trading Partner Profile(s) submitted with this Agreement, or subsequently, is correct and complete.
- g. Inform Western Highlands Network within 30 days if there is any change in the Trading Partner representative or location where electronic transactions are sent or received.
- h. Be 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.
- i. HITECH Act Compliance. The Health Information Technology for Economic and Clinical Health Act (HITECH Act) was adopted as part of the American Recovery and Reinvestment Act of 2009. The HITECH Act and its implementing regulations impose new requirements with respect to privacy, security, and breach notification. These provisions of the HITECH Act and the regulations are collectively referred to as the "HITECH Provisions." The HITECH Provisions shall apply commencing on February 17, 2010, or such other date as may be specified in the applicable regulations, whichever is later (Applicable Effective Date). Trading Partner hereby acknowledges and agrees that it will comply with the applicable provisions of HIPAA and the HITECH Act commencing on the Applicable Effective Date of each such provision. Trading Partner and the Covered Entity further agree that the applicable provisions of HIPAA and the HITECH Act are hereby incorporated into this Agreement between Trading Partner and Covered Entity as is set forth in this Agreement in their entirety and are effective as of the Applicable Effective Date and as amended.

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3. Western Highlands Network agrees to:

- a. Conform to HIPAA and HITECH Act requirements and take no action which would adversely affect the Trading Partner's HIPAA compliance.
- b. Use sufficient security procedures to ensure that the exchange of EDI and PHI is authorized and protected from improper access.
- c. Comply with the current national standard healthcare EDI formats published by the Accredited Standards Committee (ASC X12).

4. Both parties agree:

- a. That transmitted EDI will not be considered as received and no responsibility assigned until the EDI is accessible on the receiving party's computer.
- b. That upon receiving any EDI, to prepare and transmit a timely response or an acknowledgement of transaction receipt. If acceptance of EDI is required, then the EDI is not considered received until an acceptance acknowledgement is returned.
- c. To notify the other party within a reasonable time frame if any transmitted data are received in an unintelligible form.
- d. To provide and maintain the equipment, software, services, and testing necessary to transmit and receive documents.
- e. To conduct business and perform as required by this agreement and any applicable rules or regulations.
- f. 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 is disqualified through a Federal administrative action or State action.
- g. That any document 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

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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, nor the basis that the signed documents were not originated in documentary form.

- h. 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, even if either party has been advised such damages are possible.
 - i. That both parties will attempt to resolve any issues relating to this agreement.
5. As initialed below, the following EDI transaction sets are made part of this Trading Partner Agreement. All transactions are to be implemented in accordance with the current HIPAA ASC X12 Implementation Guides and the Western Highlands Network Companion Guides. As additional transaction sets are implemented each party will complete a Trading Partner Agreement amendment indicating the transaction sets that are to be part of this agreement.

_____ Professional Claim: ASC X12N 837 005010X222A1 - Health Care Claim:
Professional

_____ Institutional Claim: ASC X12N 837 005010X223A2 - Health Care Claim:
Institutional

_____ Health Care Payment and Remittance Advice: ASC X12N 835 005010X221A1 -
Health Care Payment/Advice

_____ Health Claim Status: ASC X12N 276/277 005010X212 - Health Care Claim
Status Request

_____ Eligibility for a Health Plan: ASC X12N 270/271 005010X279A1 - Health
Care Eligibility Benefit Inquiry and Response

_____ Implementation Acknowledgment for Health Care Insurance: ASC X12 999
005010X231 - Transaction Set Acknowledgement

_____ Health Care Claim Acknowledgement: ASC X12 277CA 005010X214 - Health
Care Claim Acknowledgement

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SIGNATURES

Trading Partner Name

Trading Partner Address

Trading Partner Phone Number

Authorized Signature

Title of Authorized Signatory

Date

Western Highlands Network
Trading Partner Name

Authorized Signature for Western Highlands

Title of Western Highlands Authorized Signatory

FOR WESTERN HIGHLANDS NETWORK USE ONLY

Trading Partner's EDI Submitter ID: _____

Western Highlands Network EDI Receiver ID: WHLME