



Trading Partner Agreement

This Trading Partner Agreement is made this _____ day of _____, 20____, by and between AulCare Corporation, 2600 Sixth Street SW, Canton, OH 44710, and

_____, a health plan, health care clearinghouse or health care provider, or any other entity acting on behalf of a health plan, health care clearinghouse, or health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160 and 162 ("Trading Partner"). AulCare Corporation represents that it is acting on behalf of itself and its affiliated entities Aultra Administrative Group and/or McKinley Life Insurance Company.

The Trading Partner intends to conduct transactions with AulCare Corporation in electronic form. Both parties acknowledge and agree that the privacy and security of data held or exchanged by them contains Protected Health Information (PHI). Each party agrees to take all reasonable steps necessary to ensure that transactions between them comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder. The parties agree as follows:

1. Each party will take reasonable care to ensure that information submitted in an electronic transaction is timely, complete, accurate, and secure. The parties agree to take reasonable precautions to prevent unauthorized access to its own and the other party's transmission and processing systems, the transmissions themselves, and the control structure applied to transmissions between them.
2. Clearinghouse or Provider is responsible for all costs, charges, or fees it may incur by transmitting electronic transactions to, or receiving transactions from, AulCare.
3. Trading Partner will ensure that each submitted transaction conforms to the applicable Transaction Specification Addendum, as well as any specifications of the AulCare Companion Guide. AulCare may amend the Companion Guide at any time without amendment to this Trading Partner Agreement. Trading Partner shall not be required to implement such changes sooner than 60 days after publication, unless a shorter compliance period is necessary to comply with applicable federal law or regulation. The last-issued Specification Addendum of each type will be effective as of the date specified in the Specifications Addendum and Companion Guide. AulCare may reject any transaction that does not conform to the applicable Specifications Addendum and the Companion Guide.
4. Trading Partner assumes responsibility for obtaining current Companion Guide from AulCare website. AulCare will ensure amendments to the Companion Guide are identified with a revision date and posted to the AulCare website.
5. The Trading Partner agrees that it will not require any changes to definition, data condition, or use of data elements or segments, nor any additions to any data elements or segments, nor any unauthorized uses of data or elements, as proscribed in the HHS Transaction Standard Regulation at 45 CFR Part 162.915 (a)-(c), as may be amended from time to time.
6. Before submitting any transaction in HIPAA standard transaction format, and thereafter throughout the term of this Agreement, the Trading Partner will cooperate with AulCare in any testing of the transmission and processing



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systems deemed necessary to ensure the accuracy, timeliness, completeness, and security of each data transaction.

- 7. Each party is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other party and other persons. If each party receives data from the other not intended for it, the party shall immediately notify the sending party and arrange for the return, re-transmission, or destruction of the information, as the sending party directs.
- 8. Termination of this Agreement or any underlying service agreement does not terminate either party's obligation under this Agreement or under federal and state laws and regulations pertaining to the privacy and security of Individually Identifiable Health Information, nor does it terminate either party's obligations regarding the confidentiality of proprietary information.
- 9. This Agreement shall take effect when signed by the Trading Partner and received by AultCare. In case of conflict between this Agreement and any prior contracts between the parties, this Agreement will prevail.

IN WITNESS WHEREOF, the parties hereunto fix their signatures to duplicate copies, each of which shall be deemed an original, at _____ (City), _____ (State), this _____ day of _____ 200__.

AultCare Corporation

Trading Partner

By: _____
Signature

By: _____
Signature

Its: _____

Name (Printed)

Street Address

City, State, Zip Code

Telephone Number

Tax Identification Number