

Clinic /Hospital/Provider Number Listing

Facility Information

Clinic/Hospital/Provider Name: _____
Address: _____
Phone/Fax: _____ / _____

Facility Contact Information

Contact Name/Title: _____
Contact Email: _____
Contact Phone/Fax: _____ / _____

Claim Filing Information

1. Select the type of claims currently submitted: ___ Professional (837P, HCFA 1500)
 ___ Institutional (837I, UB92)
 ___ Both (837P, HCFA 1500 & 837I, UB92)

2. List your electronic submitter number(s): (Example E9999) *

3. Do you currently submit claims electronically? ___ Yes (If yes, go to #4)
 ___ No (If no, go to #5)

4. If you use a Clearinghouse to submit claims indicate which Clearinghouse below:

5. Since you indicated you are not currently submitting electronically, do you intend to use the AHIN Direct Claim Data Entry capability to submit ANSI compliant electronic claims? ___ Yes ___ No

6. Do you submit Medicare claims? ___ Yes ___ No

If Yes, indicate the type of claim: ___ Professional (837P, HCFA 1500)
 ___ Institutional (837I, UB92)

7. Do you submit Blue Cross claims? ___ Yes ___ No

*You **must** have an electronic submitter number to continue. If you do not have an electronic submitter number, please contact Electronic Services at (501) 378-2419 or (866) 582-3247.

AHIN User Security Worksheet

A signed Network Access Confidentiality Agreement must be attached for each user listed. Please print all user data on this form. If additional space is required please copy this form.

User 1:
Name: _____ Phone#: _____
Date of Birth: _____
Select all functions needed by this user:
 Eligibility Claim Status/Search Claim Correction Claim Entry (only available for AHIN DDE) Pharmacy Only

User 2:
Name: _____ Phone#: _____
Date of Birth: _____
Select all functions needed by this user:
 Eligibility Claim Status/Search Claim Correction Claim Entry (only available for AHIN DDE) Pharmacy Only

User 3:
Name: _____ Phone#: _____
Date of Birth: _____
Select all functions needed by this user:
 Eligibility Claim Status/Search Claim Correction Claim Entry (only available for AHIN DDE) Pharmacy Only

User 4:
Name: _____ Phone#: _____
Date of Birth: _____
Select all functions needed by this user:
 Eligibility Claim Status/Search Claim Correction Claim Entry (only available for AHIN DDE) Pharmacy Only

User 5:
Name: _____ Phone#: _____
Date of Birth: _____
Select all functions needed by this user:
 Eligibility Claim Status/Search Claim Correction Claim Entry (only available for AHIN DDE) Pharmacy Only

User 6:
Name: _____ Phone#: _____
Date of Birth: _____
Select all functions needed by this user:
 Eligibility Claim Status/Search Claim Correction Claim Entry (only available for AHIN DDE) Pharmacy Only

User 7:
Name: _____ Phone#: _____
Date of Birth: _____
Select all functions needed by this user:
 Eligibility Claim Status/Search Claim Correction Claim Entry (only available for AHIN DDE) Pharmacy Only

Clinic /Hospital/Provider Number Listing

<u>Submitter #</u>	<u>Clinic/Hospital Name</u>	<u>Physician Name</u>	<u>Individual Provider #</u>	<u>Pay-to/ Clinic #</u>	<u>NPI #</u>	<i>AHIN Use Only</i> <u>Org ID</u> <u>Facility ID</u>	
Example: E9999	The Clinic Name	Dr. Doctor Name 1	12345	5CXXX			
"	"	Dr. Doctor Name 2	54321	"			

List all Physicians/Providers associated with each Clinic. A separate printed listing is acceptable.

NETWORK ACCESS CONFIDENTIALITY AGREEMENT

THIS NETWORK ACCESS CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into between Advanced Health Information Network, LLC (“AHIN”) and the undersigned person (“User”).

User is a physician, employee, agent or other representative of a physician, hospital or other health care provider, employer, vendor, or other person having a legitimate need for access to the data management system and health information network (“Network”) owned and operated by AHIN. However, AHIN is unwilling to permit or provide access to the Network unless User agrees to maintain the integrity and confidentiality of Network information.

Now, therefore, for and in consideration of the agreements and undertakings of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce AHIN to permit User to access the Network, User agrees, represents and warrants as follows:

1. User has entered into this Agreement because of User’s legitimate need to have access to the Network. Without entering into this Agreement, User acknowledges that User would have no legal authority to access the Network.
2. All information contained in the Network including, but not limited to, information pertaining to patient diagnoses, treatments, medical, clinical and financial situation, computer programs, statistical reports, claims, insurance, strategic planning and costs (“Confidential Information”) is confidential.
3. Security of Confidential Information is essential to the integrity and operation of the Network. User will not permit unauthorized access to the Network and will not disclose User’s name, Personal Identification Number (“PIN”) and/or password to any person. User shall be responsible for any damages to AHIN or the Network for the unauthorized use of User’s name, PIN and/or password or the unauthorized use of User’s access to the Network for which User is responsible.
4. User shall access the Network and use Confidential Information only to the extent to which User has a need to know in the performance of User’s duties and responsibilities as an authorized person. User shall not aid or permit any unauthorized person to have access to the Network.
5. User shall not disclose, copy, sell, loan or in any way divulge Confidential Information to any unauthorized person and shall not modify, destroy or otherwise take any action that will alter Confidential Information to which User does not have security privilege or which would be detrimental to the Network.
6. User shall not knowingly or intentionally enter any erroneous, false or fraudulent information into the Network. Misuse of User’s access to the Network or disclosure of User’s name, PIN and/or password to an unauthorized person will subject User to revocation of User’s password and authorization to use the Network.

7. User's authorization for the use of Confidential Information and access to the Network shall cease upon the termination of User's need to have access to the Network or termination of this Agreement, whichever shall first occur.
8. All Confidential Information, the Network and any information pertaining thereto are the exclusive property of AHIN. User will not copy or otherwise reproduce any Confidential Information or any other information pertaining to the Network except for a legitimate purpose that will not injure AHIN in any way. All copies or reproductions of Confidential Information or information pertaining to the Network are the exclusive property of AHIN and shall be returned to AHIN upon termination of this Agreement.
9. User understands and agrees that it is prohibited from making any transmission or distributing any content through the Network in violation of any local, state, federal or international laws, regulations or treaties. These laws include, without limitation, those relating to electronic privacy and computer fraud, abuse and trespass laws, copyright and trade secret laws, obscenity laws and U.S. and foreign government regulations relating to the exportation and/or importation of data.

Executed and dated this ____ day of _____, 20____.

CLINIC/HOSPITAL:

<p>Submitter # _____</p> <p>NPI # _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>List all pay to provider numbers in which user will require access.</p>

 (Complete Name and Address of Clinic/Provider)

 (User Printed Name)

 (User Date of Birth)

 (User Job Title/Phone #)

 (User Signature)

**ADVANCED HEALTH INFORMATION
 NETWORK, LLC**

By _____
 AHIN Authorized Signature

<p>Indicate all function(s) the user will need access to:</p> <p><input type="checkbox"/> Eligibility/ Benefits</p> <p><input type="checkbox"/> Claim Correction</p> <p><input type="checkbox"/> Claim Search/Status</p> <p><input type="checkbox"/> Claims Entry (available to AHIN Direct Entry Only)</p> <p><input type="checkbox"/> Pharmacy Only</p>

For Network Use Only

Network Agreement #: _____

Network Access and Services Agreement

between

**Advanced Health Information Network, LLC
601 S. Gaines Street
P.O. Box 1489
Little Rock, Arkansas 72203-1489
(501) 378-2336**

and

Participant

Address

Telephone

Fax

Email Address

Contact Person

Network Access and Services Agreement

This Network Access and Services Agreement ("**Agreement**"), dated as of _____, 20__ is made and entered into by and between Advanced Health Information Network, LLC, an Arkansas Limited Liability Company ("**AHIN**"), and _____ ("**Participant**"), (collectively the "**parties**").

RECITALS:

AHIN and Participant desire to implement a statewide data management system and health information network (the "**Network**") which will allow Participant and other users to electronically transmit and receive clinical and/or administrative/financial data in agreed formats in substitution for conventional paper-based documents.

International Business Machines, Inc. ("**IBM**") has entered into an Agreement for Services with AHIN to architect, and design the Network in order to implement such a health information system, at substantial cost to AHIN. Participant wishes to purchase from AHIN and AHIN wishes to provide to Participant access to the Network and certain services generally offered by AHIN as a part of the Network and selected by Participant during the term of this Agreement.

NOW, THEREFORE, the parties intending to be legally bound, agree as follows:

1. Definitions

- A. "**ABCBS**" means Arkansas Blue Cross and Blue Shield, A Mutual Insurance Company, its successors and assigns.
- B. "**Affiliate**" means, with respect to IBM, ABCBS or AHIN any entity at any time controlling, controlled by or under common control with, such entity. The term "control" as used in this Agreement shall mean the legal, beneficial or equitable ownership, directly or indirectly, of more than 50% of the aggregate of all voting equity interests (or other ownership interests if not a corporation) in such entity.
- C. "**Agreement for Services**" means the Agreement for Services between ABCBS and IBM dated December 20, 1995 and any applicable statement(s) of work, amendments or other attachments governing the relationship between ABCBS and IBM and any renewals and extensions thereof.
- D. "**Application Programs**" means any application programs included in the Network Products, which are delivered to Participant as part of the Services.
- E. "**Confidential Network Information**" means the Network Products and any trade secrets, processes, proprietary data, information, documentation or other Materials related thereto including, without limitation, any flow charts, logic diagrams or source code.
- F. "**Confidential Provider Information**" means any patient, health care or other information provided to AHIN or any other participant through the Network.

- G. "**Confidential Information**" means all Confidential Network Information and Confidential Provider Information.
- H. "**Losses**" means all losses, liabilities, damages and claims (including taxes), and all related costs and expenses (including any and all reasonable attorney's fees and reasonable costs of investigation, litigation, settlement, judgment, interest and penalties).
- I. "**Materials**" means literary works or other works of authorship such as computer programming code, programs, program listings, programming tools, reports, drawings and similar works.
- J. "**Network Products**" means all Materials (other than Pre-Packaged Third Party Software) and related documentation made available, directly or indirectly, by AHIN to Participant as part of the Services.
- K. "**Participant(s)**" means hospitals, physicians, payers, other health care providers or other persons who, under contract with AHIN, are users of the Services.
- L. "**Participant Files**" means databases, files and other Confidential Provider Information provided by Participant or any other Participant(s) in connection with the Services.
- M. "**Pre-Packaged Third Party Software**" means third party pre-packaged computer programs delivered by AHIN to Participant as part of the Services.
- N. "**End User**" means an individual to whom a user identification designation and password has been assigned by ABCBS, St. Bernards Regional Medical Center, CHRISTUS St. Michael Health Care Center or AHIN, for purposes of facilitating access to AHIN.

2. Schedules of Services

- A. AHIN will provide to the Participant and Participant will obtain from AHIN the services (the "**Services**") described in Schedule A attached to this Agreement according to the terms set out in the Schedule A and otherwise in this Agreement.

3. Term of Agreement

- A. The initial term of this Agreement shall be for a period of one year subject to the termination provision in paragraph 3(B) commencing the date this Agreement is approved by an authorized representative of AHIN.
- B. This Agreement shall automatically renew for additional consecutive periods of one year each, unless and until it is terminated by either AHIN or Participant upon written notice to the other given at least 90 days in advance.

- C. Participant's and AHIN's continuing obligations under this Agreement including, without limitation, those relating to Network Products, the Confidential Information and the Participant Files shall survive the termination of this Agreement.

4. Charges

- A. Participant shall pay AHIN the set-up charges, if any, as described in Schedule A, at the time and in the manner described in Schedule A.
- B. Participant shall pay AHIN the applicable monthly charge(s), as described in the Schedules, each month during the term of this Agreement commencing with the date the first of the Services selected by Participant hereunder is actually provided to Participant by AHIN. It is understood and agreed that the monthly charge(s) do not include any pass-through charges.
- C. Participant shall pay AHIN for any pass-through charges, including, but not limited to installation of communications lines and equipment and communications circuit and usage charges, incurred by AHIN, on Participant's behalf, with third parties in connection with AHIN's efforts to make each of the Services selected by Participant operational and available for Participant's use.
- D. The initial charges for the Services are as specified in Schedule A and shall be recorded by AHIN by any means used by AHIN to determine Participant's usage of the Services. The charges for the Services (other than pass-through charges) purchased by Participant will not be changed by AHIN during the initial term of this Agreement. Thereafter, the charges for the Services may be changed by AHIN at any time and from time to time, upon 90 days prior written notice to Participant provided that such increase is part of a general price increase by AHIN to other Participants for the affected Services.
- E. There shall be added to all charges for the Services furnished to Participant hereunder amounts equal to any applicable taxes levied or based on such Services, exclusive of local, state and federal income taxes.
- F. Except for any set-up charges which are payable to AHIN in accordance with Section 4.A of this Agreement, Participant agrees to pay the amounts (as determined herein) set forth in such invoice (i) within 15 days after the date of an invoice from AHIN, or (ii) after 20 days after date of invoice upon presentment by AHIN of an electronic funds transfer for such invoice amount. If Participant fails to pay any amounts when due under this Agreement, Participant shall, upon demand, pay interest at the maximum rate allowed by law on such delinquent amounts from their due date until the date of payment unless such amount is under dispute and being negotiated by Participant.

5. Access to the Services

- A. AHIN shall use its best efforts to make the Services selected by Participant operational and available to Participant by the time set out in the Schedules, or if not set out in the Schedules then as soon as reasonably possible. Participant agrees to cooperate with AHIN and provide AHIN with all necessary information and assistance required for AHIN to successfully make the Services operational and available to Participant.
- B. AHIN shall determine, in accordance with its normal operating procedures, when each of the Services selected by Participant are operational and available to Participant.

6. Availability of the Services

- A. AHIN will use diligence to cause the Services to be available to Participant during normal business hours subject to scheduled and unscheduled maintenance and downtime.

7. Use of Services

- A. Participant assumes exclusive responsibility for the content of any Confidential Provider Information and any other data and information it may provide to AHIN, or AHIN's other Participant(s), and for Participant's failure to properly access the Services in the manner prescribed by AHIN.
- B. If the data submitted by Participant to AHIN for transmission, whether electronically or otherwise, is incorrect, incomplete, or not in the form required by AHIN for such data, then in addition to any other rights which AHIN may have, Participant will correct, complete and otherwise provide such data in proper form as soon as AHIN, Participant or any other Participant determines that the data is incorrect, incomplete, or not in proper form, as the case may be.
- C. Participant agrees that it will use the Services in accordance with the published rules and such reasonable changes to rules as may be established by AHIN from time to time.
- D. Participant agrees that, except as otherwise contemplated herein or otherwise permitted by AHIN, it will use the Services only for its own internal and proper business purposes and will not resell or otherwise provide, directly or indirectly, any of the Services or any portion thereof to any third party.
- E. Participant shall not make any alteration, change or modification to any Materials and/or AHIN supported files and data bases (but not including the Participant's own Participant Files) used or provided by AHIN in connection with providing the Services to Participant hereunder, without AHIN's prior written consent in each instance.
- F. Participant agrees to restrict AHIN access to those End Users who have been issued a valid AHIN user identification designation and password for that purpose.

- G. Participant represents and warrants that it will use its commercially reasonable efforts to monitor its personnel to ensure that End Users maintain the confidentiality of user identification designations and/or passwords issued for the purpose of gaining access to the AHIN system.

8. Communications Lines and Equipment

- A. Except as otherwise described in the Schedule(s), Participant shall be exclusively responsible for and shall pay all installation, monthly and other charges relating to the installation and use of communications lines and equipment in connection with the Services. AHIN will provide Participant with reasonable assistance in trying to resolve any problems relating to the communications lines and equipment used by Participant in accessing the Services. AHIN shall not be responsible for the reliability or continued availability of any communications lines used by Participant in accessing the Services, except as specifically set out in the Schedule(s) and provided by AHIN as a part of this Agreement.
- B. All communications equipment, except communications equipment provided to Participant by AHIN, shall be subject to AHIN's approval, not to be unreasonably withheld.

9. Participant Equipment

- A. Participant will provide its own computer hardware and equipment required to participate in the AHIN System and receive the Services in conformity with the specifications in the attached Schedules or otherwise provided by AHIN. AHIN has no responsibility for any Participant equipment.
- B. Concurrently with its signing of this Agreement, Participant will notify AHIN in writing as to the number and location of any and all Participant equipment through which Participant will initially access the Services.
- C. AHIN agrees that Participant may update or add additional Participant equipment provided Participant gives AHIN at least 30 days prior written notice of the installation and location of such additional Participant equipment provided that the Participant equipment conforms to the specifications in the attached Schedules or otherwise provided by AHIN. Notice of such additional Participant equipment shall be sent to AHIN at the address set forth above, Attention: *Executive Director-Health Information Networks*, or to such other addresses as AHIN may direct from time to time.
- D. The prices to make the Services available to additional Participant equipment will be as set forth in any standard Network pricing schedule then in effect, or if none, by agreement between AHIN and Participant, as a Schedule of this Agreement.

10. Maintenance of Participant Equipment

- A. Participant will provide or obtain all preventive and remedial maintenance necessary to keep Participant's equipment in good working order to the full extent it is reasonably possible to do so.

11. Training and Documentation

- A. As part of Participant's initial use of the Services, AHIN agrees to provide Participant's employees with initial training in the use of the Services first selected by Participant. Such initial training will be at AHIN's training facility except as otherwise agreed between the parties. Additional training sessions shall be held at AHIN's training facilities from time to time for AHIN's then prevailing charges for such training. Participant at all times shall be responsible for all travel and out-of-pocket expenses incurred by Participant's employees in attending any AHIN training sessions.

12. No Warranty

- A. The Network and related Services is an innovative system in development and not a proven network system. Accordingly THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE NETWORK, THE SERVICES, THE APPLICATION PROGRAMS OR ANY OTHER MATTER. THIS DISCLAIMER INCLUDES BUT IS NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- B. AHIN also does not make any warranties as to any Pre-Packaged Third Party Software delivered by AHIN to Participant as part of the Services. AHIN does not have any obligation or responsibility as to the quality of performance of the Pre-packaged Third Party Software. All warranties, if any, relating to the Pre-Packaged Third Party Software will be provided directly to Participant by the owner of such Pre-Packaged Third Party software.

13. File Security and Retention Compilation of Statistical Data

- A. AHIN will implement reasonable security measures to insure that third parties do not have access to Participant Files, but AHIN cannot guarantee against such unauthorized access. Participant will follow all regulations and procedures prescribed by AHIN from time to time to maintain security and confidentiality. AHIN reserves the right to issue and change regulations and procedures from time to time.

- B. AHIN will take reasonable precautions to prevent the loss of or alteration to the Participant Files, but AHIN cannot guarantee against such loss or alteration. Accordingly, Participant will, to the extent it deems necessary, keep copies of all source documents of the information delivered to AHIN or input by Participant into the Network and will maintain a procedure external to the Network for the reconstruction of lost or altered Participant Files.
- C. AHIN will, to the extent applicable, retain the Participant Files held by AHIN in the Network system in accordance with, and to the extent provided by, AHIN's then prevailing records retention policies for the Services. AHIN will, in conformity with its then prevailing records retention policies, dispose of all Participant Files in any manner deemed appropriate by AHIN unless Participant, prior to such disposal, furnishes to AHIN written instructions for the disposition of such Participant Files, at Participant's expense. At Participant's request and provided AHIN has been paid for all Services, AHIN will provide Participant, in a standard AHIN format and at AHIN's then standard rates for such copies, any and all of the Participant Files requested by Participant.
- D. If Participant requests AHIN to provide it with transaction data retained by AHIN in the Participant Files in order to aid Participant in resolving an alleged error claimed by a Participant customer and it is determined that there is no AHIN error in such transaction, Participant will pay AHIN its then prevailing archive retrieval charges in providing Participant with the requested data. If it is determined that there was an AHIN error in any transaction referred to above, AHIN will provide the archive retrieval at no charge.
- E. Notwithstanding the foregoing, AHIN may use the Participant Files in the compilation of statistical data in which the Participant Files are not identifiable, which statistical data shall be the sole and absolute property of AHIN. AHIN shall have the sole right to use and distribute, but not to sell, such statistical data.

14. Ownership, Licenses and Sublicenses, Confidentiality and Non-Disclosure

- A. Participant acknowledges that all Network Products are the exclusive and confidential property of AHIN or the third parties from whom AHIN has secured the right to use such computer programs and documentation. AHIN and the third parties referred to in the immediately preceding sentence shall retain all rights and title, to the extent of their respective interests, to all copyrights, trademarks, servicemarks, trade secrets, and other proprietary rights in the applicable logos, product names, Network Products and Services.
- B. A personal non-exclusive, non-transferable right and license is being granted to Participant to use any Application Programs which are delivered to Participant as part of the Services solely for Participant's own internal business usage, and not for the provision of services to third-parties. Participant shall not have any interest in the Application Programs except for the license granted it under this Agreement.

- C. Participant shall receive all improvements, enhancements, modifications and updates to any Application Programs which are delivered to Participant as part of the Services if and as they are made generally available by AHIN, at AHIN's then prevailing prices relating thereto.
- D. Participant may make copies of each diskette or other media (other than those which include mechanism to limit or inhibit copying and are marked "copy protected") on which the Application Programs are contained for Participant's backup or archive purposes in support of Participant's use of the Services. Except as set forth in the immediate preceding sentence, Participant shall not copy, in whole or in part, any of Network Products (including the Application Programs) or related documentation.
- E. Participant will not make any alteration, change or modification to any of the Network Products (including the software) or to any of AHIN supported files used by the AHIN in connection with providing the Services to Participant. Participant may not recompile, decompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, the Network Products (including the Application Programs) and/or the Services.
- F. Participant shall treat as confidential and shall not disclose or otherwise make available any Confidential Information, in any form to any person other than duly authorized employees, agents or consultants of Participant who have executed an AHIN approved Network Access Confidentiality Agreement. Participant shall require all of its employees, agents and consultants with access to Confidential Information to sign individual confidentiality agreements in the form prescribed by AHIN from time to time.
- G. Participant acknowledges that a breach of any of its obligations under this Agreement relating to the Network Products and/or the Confidential Information will cause AHIN irreparable injury and damage and therefore may be enjoined through injunctive proceedings in addition to any other rights or remedies which may be available to AHIN, at law or in equity.
- H. Participant use of any Pre-Packaged Third Party Software shall be governed by the terms and conditions of the applicable third party license agreements contained in the package delivered to Participant hereunder with such Pre-Packaged Third Party Software.

15. Laws and Governmental Regulations

- A. Participant shall be responsible for compliance with all applicable laws and governmental regulations. While AHIN shall not have any responsibility for compliance with such procedures or otherwise resolving disputes between Participant(s), AHIN agrees to use its best efforts to cause the Services to be in compliance with all applicable laws and governmental regulations. If after the date hereof any modifications to the Services shall be required by law or by any governmental regulatory authority having authority over the business of Participant, AHIN shall, except to the extent such changes may be beyond the capability of AHIN's equipment and/or the Participant(s) equipment to implement, conform the Services to be in compliance with such modified laws or governmental regulations. AHIN may, at its discretion, pass on in whole or in part on an equitable basis to all users the costs of making any such modification to the Services.
- B. If providing any of the Services to Participant hereunder violates, or in AHIN's opinion is likely to violate, any applicable laws or governmental regulations, or should AHIN receive instructions from a governmental agency having authority over the business of Participant instructing AHIN to cease providing any or all of the services, or should Participant cease operations, AHIN may, upon oral notice to Participant, immediately cease providing the affected Services to Participant.
- C. AHIN does not have any obligation to make enhancements to the Services which may hereafter be permitted (but not required) on account of changes in applicable laws or governmental regulations. Any and all such enhancements to the Services will be made by AHIN at its sole discretion.

16. Limitation of Liability and General Indemnification

- A. In the event any Service or Application Program fails to conform to its product description or specifications, AHIN's sole obligation and Participant's sole remedy, is for AHIN to exercise its best reasonable efforts to modify or fix the Service or Application Program so that the Service or Application Program, as modified, conforms to its product description and specifications.
- B. AHIN will make every reasonable effort to make the Services available during the hours referred to in Section 6 of this Agreement entitled "Availability of the Services", however, AHIN cannot and does not guarantee such availability. Accordingly, AHIN's sole liability to Participant or any third party for any claims, notwithstanding the form of such claims (e.g. contract, negligence or otherwise), arising out of the delay of, or interruption in the Services provided or to be provided by AHIN hereunder shall be to use its best efforts to commence or resume the Services as promptly as reasonably practicable. AHIN agrees that in the event of an interruption of Services for a period of more than five (5) business days, Participant shall have the right to terminate the Agreement within three (3) business days by written notice to AHIN.

- C. AHIN's sole liability to Participant or any third party for any claims, notwithstanding the form of such claims (e.g. contract, negligence or otherwise), arising out of errors or omissions in the Services provided or to be provided by AHIN hereunder and caused by AHIN shall be to furnish the correct report, to correct the applicable Participant Files and/or to correct the data transmitted, provided that Participant promptly advises AHIN thereof in accordance with the terms and conditions hereof. AHIN warrants that it will make no changes to claims data submitted by Participant for processing.
- D. Participant shall indemnify and save harmless AHIN from any Losses arising out of or in any way related to (i) any transmissions by, on behalf of, or to, Participant, (ii) any Participant Files, Confidential Information or other information made available by Participant or to Participant through the Network, and (iii) any actions, omissions or commissions of Participant, Participant's employees, agents or consultants, or any other person gaining access to the Network or any Confidential Information through Participant or Participant's equipment.
- E. AHIN shall not be liable or deemed to be in default for any delay or failure to perform under this Agreement or for any interruption in the Services resulting, directly or indirectly, from any cause beyond AHIN's reasonable control.
- F. In no event will Network be responsible for special, indirect, incidental or consequential damages which Participant may incur or experience on account of entering into or relying on this Agreement, even if AHIN has been advised of the possibility of such damages.

17. Special Indemnification Required by Agreement For Services

- A. Participant will indemnify, defend and hold IBM, ABCBS, AHIN and their respective Affiliates and their respective officers, directors, employees, agents, successors and assigns harmless in accordance with the provisions described in Paragraphs F and G below from and against any and all Losses incurred by them arising from or in connection with any claims of infringement made against IBM of any United States letters patent, or any copyright, trademark, service mark, trade name or similar proprietary rights conferred by contract or by common law or by any law of the United States or any state, alleged to have occurred because of equipment, systems, products or any resources or items provided to IBM by Participant herein; provided, however, that Participant will have no obligation with respect to any Losses to the extent the same arise out of or in connection with IBM's modification of a program or a machine or IBM's combination, operation or use with devices, data or programs neither furnished by nor at the direction of Participant or its subcontractors.

- B. Participant will indemnify, defend and hold IBM, ABCBS, AHIN and their respective Affiliates and their respective officers, directors, employees, agents, successors and assigns harmless in accordance with the provisions described in Paragraphs F and G below from and against any and all Losses incurred by them arising from or in connection with any claims for crimes or intentional torts of the employees and agents of Participant occurring within the scope and performance of this Agreement.
- C. Participant shall indemnify, defend and hold IBM, ABCBS, AHIN, its Affiliates and their respective officers, directors, employees, agents, successors and assigns, harmless against any and all Losses incurred or suffered by IBM arising from or in connection with Participants' use of the AHIN system.
- D. Participant agrees not to bring an action, regardless of form, against IBM, its Affiliates and their respective officers, directors, employees, agents, successors and assigns, after October 30, 2001 where such action relates to the use of the AHIN system prior to May 31, 2001.
- E. Participant acknowledges that IBM and ABCBS and their respective successors and assigns are intended third party beneficiaries of Participant's obligations under this Agreement.
- F. If any civil, criminal, administrative or investigative action or proceeding (any of the above being a "**Claim**") is commenced against person or entity entitled to indemnification under this Section 17 (an "**Indemnified Party**"), written notice thereof shall be given to the Participant (the "**Indemnifying Party**") as promptly as practicable. After such notice, if the Indemnifying Party shall acknowledge in writing to such Indemnified Party that this Section 17 applies with respect to such Claim, then the Indemnifying Party shall be entitled, if it so elects, in a written notice delivered to the Indemnified Party not fewer than 10 days prior to the date on which a response to such Claim is due, to take control of the defense and investigation of such Claim and to employ and engage attorneys of its sole choice to handle and defend the same, at the Indemnifying Party's sole cost and expense. The Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party and its attorneys in the investigation, trial and defense of such Claim and any appeal arising therefrom; provided, however, that the Indemnified Party may, at its own cost and expense, participate, through its attorneys or otherwise, in such investigation, trial and defense of such Claim and any appeal arising therefrom. No settlement of a Claim that involves a remedy other than the payment of money by the Indemnifying Party shall be entered into without the consent to the Indemnified Party, which consent will not be unreasonably withheld.

- G. After notice by the Indemnifying Party to the Indemnified Party of its election to assume full control of the defense of any such Claim, the Indemnifying Party shall not be liable to the Indemnified Party for any legal expenses incurred thereafter by such Indemnified Party in connection with the defense of that Claim. If the Indemnifying Party does not assume full control over the defense of a Claim subject to such defense as provided in this paragraph, the Indemnifying Party may participate in such defense, at its sole cost and expense, and the Indemnified Party shall have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of the Indemnifying Party.
- H. In no event shall Participant be liable for any lost profits, lost savings, incidental, indirect or punitive damages, or other economic consequential damages, even if Participant has been advised on the possibility of such damages. In addition, Participant will not be liable for any damages claimed by IBM based on any third party claim. In no event will Participant be liable for any damages caused by IBM's failure to perform its responsibilities. The foregoing limitation will not apply to claims based on Participant's indemnities under Section 17 A or 17 C.

18. Responsibilities on Termination

- A. Participant will destroy all Materials which ABCBS or AHIN notifies Participant are required to be destroyed upon the expiration or termination of the Agreement for Services at the time and in the manner directed by ABCBS or AHIN and will provide ABCBS, AHIN and IBM written certification that such destruction has occurred.
- B. Immediately after the termination of the Agreement, Participant shall deliver and return to AHIN all Confidential Information in the possession of Participant or any of Participant's employees, agents or consultants. Notwithstanding the foregoing, the Pre-Packaged Third Party Software may be retained by Participant after the termination of this Agreement.

19. Default by Participant; Remedies upon Default

- A. Should Participant (a) default in the payment of any sum of money hereunder, (b) default in the performance of any other obligations under this Agreement, (c) commit an act of bankruptcy or become the subject of any proceeding under the Bankruptcy Act or become insolvent, or (d) if a substantial part of Participant's property become subject to any levy, seizure, assignment, application or sale for or by any creditor or governmental agency, then, in any such event, AHIN, at its option may, upon written notice thereof, terminate this Agreement and declare all amounts due, and to become due, immediately due and payable. The remedies contained in this Section 19 are cumulative and are in addition to all other rights and remedies available to AHIN by operation or law or otherwise.

20. General

- A. Participant acknowledges that it has not been induced to enter into this Agreement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing agreements and all oral, written or other communications between them concerning its subject matter. This Agreement shall not be modified in any way except by a writing signed by both parties.
- B. This Agreement may not be assigned by Participant, in whole or in part, without the prior written consent of AHIN. This Agreement shall be binding upon and shall inure to the benefit of AHIN and Participant and their respective successors and permitted assigns.
- C. If any provision of the Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.
- D. This Agreement and any and all amendments thereto shall be construed and interpreted in accordance with the laws of the State of Arkansas. Any suit for the enforcement, breach, or interpretation of this Agreement shall be brought only in a court of competent jurisdiction in Pulaski County, Arkansas.
- E. Except as other specifically set forth herein, all notices shall be in writing and shall be forwarded by registered or certified mail and sent to the parties at the addresses set forth on the face page of this Agreement or to any other addresses designated in writing hereafter. Any notice to AHIN shall be sent Attention: *Executive Director-Health Information Networks*.
- F. The headings in this Agreement are intended for convenience of reference and shall not affect its interpretation.
- G. The individuals executing this Agreement on behalf of AHIN and Participant do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.
- H. AHIN acknowledges that a breach of any of its obligations under this Agreement relating to the Network Products and/or the Confidential Information will cause Participant irreparable injury and damage and therefore may be enjoined through injunctive proceedings in addition to any other rights or remedies which may be available to Participant, at law or in equity.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date set out above.

Participant

I have read, understand, and
agree to the terms within this document.

By Authorized Representative

**PLEASE DO NOT ENTER INFORMATION BELOW THIS LINE. TO BE COMPLETED
ONLY BY EMPLOYEES WITHIN THE ADVANCE HEALTH INFORMATION NETWORK, LLC**

Advanced Health Information Network, LLC

By Authorized Representative

SCHEDULE A
SCHEDULE OF SERVICES AND FEES

CLAIMS SUBMISSION:

Arkansas Blue Cross and Blue Shield.....	<i>No Charge</i>
Blue Advantage	<i>No Charge</i>
Health Advantage	<i>No Charge</i>
Medicare	<i>No Charge</i>
Medicaid (does not include charges made by Medicaid)	<i>No Charge</i>
Commercial	<i>\$.10 Per Claim</i>
Printed (To Payers Who Do Not Accept Electronic Claims)	<i>\$.033/Claim</i>

CLAIM STATUS:

Arkansas Blue Cross and Blue Shield	<i>No Charge</i>
Blue Advantage	<i>No Charge</i>
Health Advantage	<i>No Charge</i>

ELIGIBILITY:

Arkansas Blue Cross and Blue Shield	<i>No Charge</i>
Blue Advantage	<i>No Charge</i>
Health Advantage	<i>No Charge</i>
Medicare	<i>No Charge</i>
Medicaid (does not include charges made by Medicaid)	<i>No Charge</i>

ASSISTANCE (Troubleshooting):

Help-Desk.....	<i>No Charge</i>
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TRAINING:

Initial User Training at the AHIN Training Facility.....	<i>No Charge</i>
Training/Retraining at the Request of AHIN	<i>No Charge</i>
Retraining at Little Rock Facility	<i>No Charge</i>
Retraining On-site at the Request of User	<i>Hourly Rate Plus Travel Expense*</i>

HOURS OF OPERATION:

Claims Submission	<i>24 X 7</i>
Other Functions	<i>Monday - Friday 7:00 AM – 7:00 PM</i>
<i>(All Functions Available Outside 7 am-7pm When Maintenance Is Not Being Performed)</i>	

* On-site re-training fees include travel expense at the rate of 31 cents per mile plus lodging, if any, and \$50.00 per hour for time used, including travel time. These rates may be adjusted from time to time.