



T R A D I N G P A R T N E R A G R E E M E N T

Overview

The following constitutes an electronic data interchange (EDI) agreement between the trading partner listed under the *Signatures* heading in this agreement and the Indiana Health Coverage Programs (IHCP) or the Indiana Prescription Drug Program (IPDP) through its designated fiscal agent. This EDI agreement defines the requirements for electronic data interchange between the trading partner and IHCP/IPDP through its designated fiscal agent.

NCPDP is a registered trademark of the National Council for Prescription Drug Programs (NCPDP), Inc. Versions 1.1 and 5.1 and their predecessors include proprietary material that is protected under the U.S. Copyright Law, and all rights remain with the NCPDP.

NCPDP Version 1.1 defines the data structure and content of batch pharmacy transmissions only.

NCPDP Version 5.1 defines the data structure and content of single POS transmissions only.

Transaction Terms

Terms and Conditions

The trading partner agrees to conform to the requirements for *Administrative Simplification* as defined in the provisions of the *Health Insurance Portability and Accountability Act (HIPAA) of 1996*, and regulations promulgated thereunder.

The trading partner agrees to send and receive data in a manner that protects the integrity and confidentiality of the transmitted information according to the relevant provisions of state and federal laws and regulations.

Each party agrees to take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure and will take reasonable precautions to prevent unauthorized access to (a) its own and the other party's transmission and processing systems; (b) the transmissions themselves; (c) the control structure applied to transmissions between them.

The trading partner shall comply with all laws, rules, and regulations governing its relationship with IHCP/IPDP and with the terms of this agreement and other agreements, if any, with IHCP/IPDP. In case of conflict between this agreement and prior agreements, if any, between the parties, this agreement will prevail.

In the event that either party is unable to perform any of its obligations under this agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance.

Changes to Trading Partner Representative

The IHCP/IPDP requires 30 days prior written notice from the provider if there is any change in the trading partner representative or location where electronic transactions are sent.

Validity and Enforcement

This agreement has been executed to show mutual intent to facilitate payment by electronic submission. Any document properly transmitted according to this agreement will be considered an original and signed when printed from electronic files or records created during the normal business process.

The parties agree to conduct business and perform as required by this agreement and any applicable rules and regulations.

Document Standards

The submitter is required to use the electronic transaction and version valid for the date of submissions and the code set valid for the date of service, as named in the *Health Insurance Portability and Accountability Act (HIPAA) Standards for Electronic Transactions*. The IHCP/IPDP companion guides and NCPDP payer sheets for electronic transactions are located on the Web site at www.indianamedicaid.com. The IPDP NCPDP payer sheets are also located on the HoosierRx Web site at www.in.gov/fssa/hoosierx. A transaction version that is not valid for the date of submission will be rejected and not processed.

Third Party Service Providers

Unless identified in this agreement, the provider may authorize one or more intermediaries to send or receive electronic submissions on the provider's behalf by notifying IHCP/IPDP or its fiscal agent upon 30 days prior written notice. Every intermediary named must be bound by written agreement with the provider to comply with state and federal law. IHCP/IPDP may decline to process any transaction submitted on the provider's behalf unless and until IHCP/IPDP has received notice from the provider designating the intermediary who submitted the transaction. The provider may revoke or amend intermediary information only by written notice to IHCP/IPDP. IHCP/IPDP is not liable for actions it takes in reliance on information and authorizations contained in a written notice by the provider before its receipt of written correction. Use of an intermediary shall not relieve the provider of any risks or obligations assumed under this or any other agreement, if any, with IHCP/IPDP or under applicable law and regulations. The provider will bear all costs resulting from use of intermediaries.

The provider is liable for acts or omissions of his or her use of an intermediary while transmitting, receiving, storing, handling documents, or performing related activities.

System Operations

The trading partner warrants its authority to disclose to IHCP/IPDP or its agent the data contained in each submission, and will provide evidence of that authority to IHCP/IPDP upon request.

Each party will provide and maintain the equipment, software, services, and testing necessary to transmit and receive documents.

Security

IHCP/IPDP and trading partner agree to safeguard electronic data from tampering and unauthorized disclosure to ensure, as a minimum, the same level of protection afforded by their paper equivalents and as required by applicable federal and state rules and regulations. This protection must extend beyond just the transactions themselves to any files or databases that obtain the information conveyed via EDI. Both parties will also maintain the confidentiality of passwords and other codes required for accessing this information, if any.

The trading partner agrees to comply with all requirements of the HIPAA in all activities related to this agreement, to maintain compliance throughout the life of the agreement, to operate any systems used to fulfill the requirements of this agreement in full compliance with HIPAA and to take no action, which adversely affects IHCP/IPDP HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time on the *Standards for Privacy of Individually Identifiable Health Information*, as required by the *Administrative Simplification Section of the Health Insurance Portability and Accountability Act of 1996 (HIPAA)*. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the trading partner assures that it will appropriately safeguard protected health information (PHI), as defined by the regulations, which is made available to or obtained by the trading partner in the course of its activities under the agreement. The trading partner agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity related to this agreement as required by the final regulations.

The trading partner will promptly notify IHCP/IPDP of any and all unlawful or unauthorized disclosures of confidential information or protected health information that comes to its attention and will cooperate with IHCP/IPDP in the event any litigation arises concerning the unauthorized use, transfer, or disclosure of either confidential information or PHI.

Transmissions

Proper Receipt

Documents will not be considered as received and no responsibility assigned until accessible at the receiving party computer.

Verification

On receipt of any document, the receiving party will promptly transmit an acknowledgment unless otherwise specified. The acknowledgment is considered as evidence of receipt of the document.

Acceptance

If acceptance of a document is required, a document is not considered received until an acceptance acknowledgment is returned.

Unrecognizable Transmissions

Where there is evidence that a data transmission is a lost or indecipherable transmission, the receiving party will notify the sending party in a reasonable manner and amount of time. The sending party shall make best efforts to trace and re-transmit the original data transmission in a manner which allows it to be processed by the receiving party as soon as practicable. In the absence of a notice, the originating party's record of the content will control.

Choice of Law

This agreement and the rights and obligations of the parties hereunder shall be governed by and construed under the laws of the state of Indiana, without regard to applicable conflict of laws principles.

Termination

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. Either party can terminate this agreement immediately with just cause. This agreement is automatically terminated in the event the trading partner or provider is disqualified through a federal administrative action or state action.

If any part of this agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining agreement will remain in full force.

Limitation of Damages

IHCP/IPDP will not 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.

Alternative Dispute Resolution

With the exception of disputes which are the subject of immediate termination as set forth in this agreement, the parties hereby agree that, in the event of a dispute or alleged breach of the terms of this agreement between the parties, they will work together in good faith first, to resolve the matter internally and within a reasonable period of time by escalating it as reasonably necessary to higher levels of management of each of the respective parties, and, then if necessary, to use a mutually agreed alternative dispute resolution technique prior to resorting to litigation, with the exception of disputes involving either fraud or breaches of the requirements of confidentiality and security, in which case, IHCP/IPDP shall be free to seek available remedies in any appropriate forum at any time.

Signatures

Please complete the signature information in this section and return the signed agreement to the following address:

**EDS
Trading Partner Agreement
950 N. Meridian
10th Floor
Indianapolis, IN 46204**

Trading Partner Signature	
Check the box that best describes your line of business.	
<input type="checkbox"/> Provider	<input type="checkbox"/> Clearinghouse
<input type="checkbox"/> Billing Service	<input type="checkbox"/> Managed Care Organization (MCO)
<input type="checkbox"/> Medicare intermediary/ carrier	<input type="checkbox"/> Value added network (VAN)
Company Name	_____
Address	_____
City, State, and ZIP	_____
Printed Name	_____
Signature	_____
Title	_____
Date	_____

Intermediaries

Please list all intermediaries being used by your company in the space provided below:

Intermediaries Currently Used by the Trading Partner

