

Goold Health Systems Trading Partner Agreement

This document constitutes an agreement regarding Electronic Data Interchange (EDI) and Personal Health Information (PHI) between the entity identified on the signature page as the “Trading Partner” and Goold Health Systems (GHS).

RECITALS

1. GHS is the Prescription Benefit Management (PBM) vendor for the Wyoming Medicaid Program EqualityCare (Equality Care Program)
2. The Trading Partner is a provider of prescription drugs to participants in the Equality Care Program.
3. The execution and delivery of this Agreement by Trading Partner is a condition precedent to transmission of PHI and related pricing data to the Trading Partner with respect to the prescription claims submitted by the Trading Partner to the Equality Care Program.

A. Definitions:

1. “HIPAA” means the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
2. “PHI” means protected health information as defined by HIPAA, but not limited to the PHI that is exchanged between the parties to this agreement.
3. “Confidential Information” means all PHI and other information concerning Equality Care Program participants, of any nature whatsoever, transmitted by GHS or the Equality Care Program to the Trading Partner in any format or media.
4. “Provider” are healthcare providers who are clients and Business Associates of Trading Partner, as defined under the Administrative Simplification provisions of HIPAA.

B. The Trading Partner agrees:

1. That it will conform to the requirements of HIPAA as it concerns PHI and that it will take no action which adversely affects GHS’ HIPAA compliance.
2. That it will promptly notify GHS of any and all unlawful or unauthorized disclosures of PHI and/or Confidential Information that come to its attention.
3. That it will use sufficient security procedures to ensure that all HIPAA transmissions with GHS are properly authorized and that all PHI is protected from improper access.
4. That all files it transmits to GHS will comply with the national Electronic Data Interchange (EDI) Transaction Set Implementation Guide effective on the date of transmission related to the applicable HIPAA X12 standards.

5. That it will establish and maintain procedures and controls sufficient to assure that Confidential Information shall be utilized by the Trading Partner or any Provider for purposes of internal analysis and reporting and shall not be used for any other purpose or otherwise published or transmitted to third parties by agents, officers, or employees of the Trading Partner.
6. That the information stated in any EDI Trading Partner Profile(s) submitted with this agreement, or subsequently, is correct and complete.
7. That it will provide at least 30 days' prior written notice after receipt of written notice of any change in the Trading Partner representative or location where electronic transactions are sent.
8. That the Trading Partner and all Providers are bound by written agreement to comply with state and federal law, if the Trading Partner is an intermediary for the billing Provider, including conformance by Trading Partner and the Provider to the requirements of HIPAA as it concerns PHI.
9. That it will indemnify, hold harmless and defend GHS and the EqualityCare Program from and against any and all claims, damages and expense resulting from any violation of its obligations hereunder.

C. GHS agrees:

1. That it will conform to the requirements of HIPAA as concerns PHI and that it will take no action which adversely affects the Trading Partner's HIPAA compliance.
2. That it will use sufficient security procedures to ensure that all HIPAA transmission is authorized and to protect all participant-specific PHI from improper access.
3. That all files it transmits to the Trading Partner will comply with the National Electronic Data Interchange (EDI) Transaction Set Implementation Guide effective on the date of transmission.

D. Both Parties agree:

1. That data transmitted between them will not be considered as received and no responsibility assigned until accessible at the receiving party's computer.
2. That upon receiving any HIPAA transaction from the other, to prepare and transmit a timely response or an acknowledgment of transaction receipt. If acceptance of a transmission is required, a document is not considered received until an acceptance acknowledgment is returned.
3. That it will notify the other party within a reasonable time frame if any transmitted data are received in an unintelligible or garbled form.
4. That it will provide and maintain the equipment, software, services, and testing necessary to transmit data in accordance with the EDI Transaction Set Implementation Guide.
5. That it will conduct business and perform under this agreement as required by this agreement and as required by 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 from participation in Medicaid programs by either federal authorities responsible for the administration of Medicaid and related programs or by the state of Wyoming.

7. That PHI data may be securely provided in other formats, reports and media at the request of the State of Wyoming including, but not limited to, Paper Remittance Advices (RAs) and Provider Reports and that all such information shall constitute confidential information subject to the terms and conditions of this agreement.
8. 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 enforcement 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, nor the basis that the signed documents were not originated in documentary form.
9. That neither party will be liable to the other 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.
10. That both parties agree to exercise good faith efforts to resolve any disputes related to this agreement, prior to initiating any litigation regarding such disputes.

E. Signature:

I am authorized to sign this document on behalf of the indicated party and I have read and agree to the foregoing provisions and acknowledge same by signing below.

Trading Partner: _____

Authorized Signature: _____

Written Name of Authorized Signer: _____

Authorized Signer Title: _____

Date signed: _____

Address: _____

City: _____ **State:** ____ **Zip Code** _____

Phone Number: _____

E-Mail: _____

Goold Health Services

Augusta, Maine 04330

Accepted by Goold Health Systems

Authorized Signature

Date Accepted: _____

Internal Use by GHS

Trading Partner ID Assigned: _____

EDI Access Enrollment Form

The information provided will be utilized to transmit secure data for the Trading Partner to retrieve via the GHS EDI Website. Remittance files (835) will be available only to The Trading Partner for the Locations that are identified in Attachment A.

Trading Partner: _____

Primary Contact: _____
(Authorized to retrieve HIPAA and PHI under the Trading Partner Agreement)

Primary Contact Phone Number: _____

Primary Contact Email Address: _____
(All EDI correspondence will be sent to this address)

Backup Contact Information when supplied by the Trading Partner:

Secondary Contact: _____
(Authorized to retrieve HIPAA and PHI under the Trading Partner Agreement)

Secondary Contact Phone Number: _____

Secondary Contact Email Address: _____
(All EDI correspondence will be sent to this address)

Each contact will be issued a login account to retrieve the remittance files available to this Trading Partner.

Approved by Trading Partner

Acceptance by Goold Health Systems

Authorized Signature

Authorized Signature

Title: _____

Title: _____

Date: _____

Date: _____