

Change Healthcare Trading Partner Agreement

This document constitutes an agreement regarding Electronic Data Interchange (EDI) and Personal Health Information (PHI) between the entities identified on the signature page as the "Trading Partner" and Change Healthcare.

RECITALS

1. Change Healthcare is the Pharmacy Benefit Management (PBM) vendor for the Wyoming Medicaid Program.
2. The Trading Partner is a provider of prescription drugs to participants in the Wyoming Medicaid 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 Wyoming Medicaid 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 Wyoming Medicaid Program participants, of any nature whatsoever, transmitted by Change Healthcare or the Wyoming Medicaid Program to the Trading Partner in any format or media.
4. "Providers" are healthcare providers who are clients and Business Associates of the Trading Partner, as defined under the Administrative Simplification provisions of HIPAA.
5. "NCPDP" means the National Council for Prescription Drug Programs.

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 Change Healthcare HIPAA compliance.
2. That it will promptly notify Change Healthcare 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 Change Healthcare are properly authorized and that all PHI is protected from improper access.
4. That all files it transmits to Change Healthcare will comply with the national Electronic Data Interchange (EDI) Transaction Set Implementation Guide effective on the date of transmission related to the applicable HIPAA and NCPDP standards. A new Trading Partner Agreement shall be required whenever a new HIPAA or NCPDP standard is issued.
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 the Trading Partner and the Provider to the requirements of HIPAA as it concerns PHI.
9. That it will indemnify, hold harmless and defend Change Healthcare and the Wyoming Medicaid Program from and against any and all claims, damages and expense resulting from any violation of its obligations hereunder.

C. Change Healthcare 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 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 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 thirty (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 Address: _____

Change Healthcare Internal Use only

Accepted by Change Healthcare

Augusta, Maine 04330

Authorized Signature

Date Accepted: _____

Trading Partner ID Assigned: _____



P. 877-205-8083

E. PBPBA_wyprovider@changehealthcare.com

Wyoming Department of Health Medicaid Pharmacy Provider EDI Access Enrollment Form

The information provided will be utilized to transmit secure data for the Trading Partner to retrieve via the Change Healthcare Electronic Data Interchange (EDI) Website. Remittance files (835) will be available only to the Trading Partner for the locations that are identified in Attachment A in the Change Healthcare enrollment packet.

*You may enroll as many users as you would like to download/view 835s and electronic Remittance Advices (RAs). Each user needs to have a unique user id. If you need to enroll more than two users, please print off multiple copies of this form.

Trading Partner Name: _____

Trading Partner #: WY_____

Pharmacy NPI: _____

Add Remove Edit

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

Contact Phone # : _____ Contact Fax # : _____

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

Additional Contact:

Add Remove Edit

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

Contact Phone # : _____ Contact Fax # : _____

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

Accepted by Change Healthcare

Authorized Signature

Change Healthcare Authorized Signature

Authorized Signer Name

Change Healthcare Authorized Signer Name

Title: _____

Title: _____

Date: _____

Date: _____

Wyoming Medicaid Pharmacy Point of Sale Agreement

MUST BE FILLED OUT FOR EACH PHARMACY LOCATION

THIS AGREEMENT made and entered into on this _____ day of _____ 20_____, by and between the Wyoming Department of Health, Medicaid, hereinafter called the "Department," acting in its own right as the Agency responsible for administering Federal/State Programs and hereinafter called "Provider."

WITNESSETH:

In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. The Department shall allow the Provider to submit claims to Change Healthcare through Point of Sale (P.O.S.).
2. The Provider shall safeguard Federal/State Programs against abuse in its utilization of claims entry through P.O.S.
3. The Provider shall correctly enter the claims data, monitor the data, and certify that the data is correct. The Provider shall ensure the other coverage code (OCC) of zero is used as the default value. The other coverage code of 1 MUST NOT be used as a default value.
4. The Provider shall allow the Department access to claims data and assure that the transmission of claims data is restricted to authorized personnel so as to preclude erroneous payments by the Department's Fiscal Agent resulting from carelessness or fraud.
5. At the time of transmission of claims, the Provider shall have on file applicable source data in accordance with existing program requirements, i.e., charge data.
6. The Provider shall allow the Wyoming Medicaid or any of its designees and representatives to review and copy all records, including source documents data which relate to information entered for Federal/State Programs.
7. The Provider shall abide by all Federal and State statutes, rules, regulations, and manuals governing Federal/State programs and those conditions as set out in the Pharmacy Provider Agreement entered into previously.

***Please use blue ink when signing form. Original signature is required to process agreement.**

Pharmacy Name

Name & Title of Authorized Agent Completing Form

Signature

Date

Email Address

Phone Number