

# TRADING PARTNER AGREEMENT

**THIS TRADING PARTNER AGREEMENT** ("Agreement") is by and between **SUBMITTER** ("Submitter") and **HEWLETT PACKARD ENTERPRISE** ("HPE"), fiscal agent of the Colorado Department of Health Care Policy and Financing. Submitter and HPE are collectively to be considered "the Parties."

**Whereas**, Submitter desires to transmit Transactions to HPE for the purpose of submitting data to the health plan;

**Whereas**, HPE desires to receive such Transactions for this purpose; and

**Whereas**, Submitter is subject to the Transaction and Code Set Regulations with respect to the transmission of such Transactions.

Now, therefore, the Parties agree as follows:

## 1. Definitions

HPE means Hewlett Packard Enterprises, or subcontractor thereof.

Submitter means the party identified as "Submitter" on the signature line of this Agreement.

Standard is defined in 45 C.F.R. 160.103.

Transaction is defined in 45 C.F.R. 160.103.

Transactions and Code Set Regulations means those regulations governing the transmission of certain health claims transactions as published by the U.S. Department of Health and Human Services (DHHS).

## 2. Obligations of the Parties Effective Upon Execution of this Agreement by Submitter

**A.** The Parties agree, in regard to any electronic Transactions between them:

1. They will exchange data electronically using only those Transaction types as selected by Submitter on the Submitter Enrollment Form.
2. They will exchange data electronically using only those formats (versions) as specified on the Submitter Enrollment Form.
3. They will not change any definition, data condition, or use of a data element or segment in a Standard Transaction they exchange electronically.
4. They will not add any data elements or segments to the Maximum Defined Data Set.
5. They will not use any code or data elements that are not in or are marked as "Not Used" in a Standard's implementation specification.
6. They will not change the meaning or intent of a Standard's implementation specification.
7. HPE will accept Transactions from Submitter according to the Submitter Enrollment Form but may subsequently deny a Transaction for further processing if the Transaction is not submitted using the data elements, formats or Transaction types set forth in the Submitter Enrollment Form. HPE may return a Submitter to a test status if Submitter repeatedly submits Transactions which do not meet the criteria set forth in a Submitter Enrollment Form or if Submitter repeatedly submits inaccurate or incomplete Transactions to HPE.





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- B.** Submitter understands that HPE or others may request an exception from the Transaction and Code Set Regulations from DHHS. If an exception is granted, Submitter will participate fully with HPE in the testing, verification, and implementation of a modification to a Transaction affected by the change.
- C.** HPE understands that DHHS may modify the Transaction and Code Set Regulations. HPE will modify, test, verify, and implement all modifications or changes required by DHHS using a schedule mutually agreed upon by Submitter and HPE.
- D.** Neither Submitter nor HPE accepts responsibility for technical or operational difficulties that arise out of third party service providers' business obligations and requirements that undermine Transaction exchange between Submitter and HPE.
- E.** Submitter and HPE will exercise diligence in protection of the identity, content, and improper access of business documents exchanged between the two parties. Submitter and HPE will make reasonable efforts to protect the safety and security of individually assigned identification numbers that are contained in transmitted business documents and used to authenticate relationships between the parties.
- F.** HPE may publish data clarifications ("Companion Guides") to complement each Implementation Guide. HIPAA Implementation Guides are available at [http://www.wpc-edi.com/hipaa/HIPAA\\_40.asp](http://www.wpc-edi.com/hipaa/HIPAA_40.asp). Companion Guides are available from EDI Gateway at <http://www.colorado.gov/cs/Satellite/HCPF/HCPF/121810295808>.
- G.** Transactions are considered properly received only after accessibility is established at the designated machine of the receiving party. Once transmissions are properly received, the receiving party will promptly transmit an electronic acknowledgement that conclusively constitutes evidence of properly received transactions. Each party will subject information to a virus check before transmission to the other party.
- H.** Each party will implement and maintain appropriate policies and procedures and mechanisms to protect the confidentiality and security of PHI transmitted between the parties.

### **3. Miscellaneous**

- A.** This Agreement is effective on the date last signed below. This Agreement shall continue until such time as either party elects to give written notice of termination to the other party or termination of Transaction services provided by HPE to Submitter, whichever is earlier.
- B.** This Agreement incorporates, by reference, any written agreements between the parties relating to the subject matter hereof.





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**C.** This Agreement shall be interpreted consistently with all applicable federal and state privacy laws. In the event of a conflict between applicable laws, the more stringent law shall be applied. This Agreement and all disputes arising from or relating in any way to the subject matter of this Agreement shall be governed by and construed in accordance with Colorado law, exclusive of conflicts of law principles. The exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the courts of the State of Colorado and the parties hereby expressly submit to such jurisdiction.

**D.** Unless otherwise prohibited by statute, the parties agree that this Agreement shall not be affected by any state's enactment or adoption of the Uniform Computer Information Transaction Act, Electronic Signature or any other similar state or federal law. Each party agrees to comply with all other applicable state and federal laws in carrying out its responsibilities under this Agreement.

**E.** This Agreement is entered into solely between, and may be enforced only by, Submitter and HPE. This Agreement shall not be deemed to create any rights in third parties or to create any obligations of Submitter or HPE to any third party.

**F.** No warranties, express or implied, are provided by HPE under this Agreement. HPE's maximum aggregate liability for damages for any and all causes whatsoever arising out of this Agreement, regardless of the manner in which claimed or the form of action alleged, is limited to the amount(s) paid to HPE by Submitter under this Agreement.

**G.** HPE may provide proprietary software to Submitter to allow Submitter to submit Transactions to HPE. Submitter will protect the software as it protects its own confidential information and will not, directly or indirectly, allow access to or the use of the software or any portion thereof, on any computer, server, or network, by any person, corporation, or business entity other than Submitter. Submitter may permit use of the software by contractors or agents of Submitter provided that any such contractors or agents are not competitors of HPE and further provided that any such persons agree to protect the confidentiality of the software. Submitter and its contractors and agents are not permitted to use the software for any purpose other than submitting Transactions solely to HPE.

**H.** This Agreement contains the entire agreement between the parties and may only be modified by an agreement signed by both parties.

