State of Vermont
Agency of Human Services, acting by and through its
Department of Prevention, Assistance, Transition & Health Access,
& Electronic Data Systems, Inc.

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

Scope and Definitions: The State of Vermont Agency of Human Services, acting by and through its Department of Prevention, Assistance, Transition, and Health Access (hereinafter referred to as "PATH"), Electronic Data Systems, Inc. (hereinafter referred to as "EDS"), and _____, (Third Party Name) (hereinafter referred to as "the Trading Partner"), enter into this agreement ("Agreement") to facilitate business transactions by electronically transmitting and receiving data in standardized and agreed formats in substitution for conventional paper-based documents.

ARTICLE I. PURPOSE

1.0 EDS operates and maintains, under the authorization of PATH, a paperless transaction system that will process electronic transactions submitted through designated electronic media.

1.1 EDS is the fiscal agent for PATH and, on behalf of the Vermont Health Access Program, processes third party claims, maintains an eligibility verification system, conducts third party enrollment and relations activities, and maintains the fiscal integrity of claims-related financial data. EDS operates the system in which the transactions flow. Trading Partners provide the pipeline network for the transmission of electronic data and are required to transport data to and from EDS, and in the case of vendors and/or billing services, to third parties of health care services.

1.2 This Agreement delineates the responsibilities of EDS and the Trading Partner in regard to the electronic transactions identified in this Agreement. EDS and the Trading Partner shall submit and receive such electronic transactions in accordance with the requirements of the HIPAA Transaction and Code Set Rule, at 45 CFR Parts 160 and 162.

ARTICLE II. PARTIES

2.0 **PATH**
103 South Main Street
Waterbury, VT 05671

2.1 EDS
312 Hurricane Lane Suite 101
PO Box 888
Williston, VT 05495-0888

2.2 **TRADING PARTNER**

Name: _____

Address: _____

_____

Contact Name: _____

Telephone: _____

Contact E-Mail Address _____

ARTICLE III. GENERAL PROVISIONS

3.0 **Parties**

3.0.1 PATH and the Trading Partner will electronically transmit documents (as identified in Section 6.1 of this Agreement) to the other, as specified in this Agreement, directly or through any intermediary with whom a party may contract or who is otherwise legally authorized to conduct a transaction. EDS is the intermediary that PATH uses as of the date that this Agreement is executed by the parties. A Trading Partner may modify its election to use, not use or change its intermediary upon prior written notice to EDS and PATH.

3.0.2 The Trading Partner is responsible for all costs, charges, or fees it may incur by transmitting electronic transactions to, or receiving electronic transactions from, EDS, on behalf of PATH, and is also responsible for its own acts or omissions to act, as well as those of its intermediary, while

transmitting, receiving, storing, or handling transactions, or performing related activities pertaining to the subject matter of this Agreement.

3.0.3 Use of an intermediary shall not relieve the Trading Partner of any risks or obligations assumed by it under this or any other agreement with PATH or EDS, or under applicable laws and regulations.

3.1 Security Procedures

Each party will 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 transmission and processing systems; (b) the transmissions themselves; and (c) the control structure applied to transmissions between them. If EDS or the Trading Partner receives from the other data not intended for it, the receiving party will immediately notify the sender to arrange for its return, re-transmission, or destruction, as the sender directs.

3.2 Termination

Either PATH or the Trading Partner may terminate this Agreement, for convenience, on thirty (30) days written notice to the other. Such notice shall specify the effective date of termination; provided, however, that any such termination shall not relieve any party of any liability or obligation: (a) incurred before termination; (b) under any transaction exchanged between the parties; or (c) under any federal or state laws or regulations pertaining to the privacy and security of individually identifiable health information.

Either PATH or EDS may terminate this Agreement immediately, on written notice to the Trading Partner, if any of the following events occur:

a. PATH requests that EDS stop processing claims for the Trading Partner; or

b. The contract between EDS and PATH expires or terminates.

3.3 Modifications

This Agreement contains the entire agreement of the parties with respect to its subject matter, and supersedes any previous understanding, commitment or agreement, oral or written, concerning that subject matter. This Agreement does not supercede any language or requirement in the executed contract between EDS and f PATH. This Agreement may be amended or modified, and any right under this Agreement may be waived, only by a writing signed by an authorized representative of each party.

ARTICLE IV. CONFIDENTIALITY, PRIVACY AND SECURITY

4.0 EDS and the Trading Partner will meet all applicable laws and regulations pertaining to confidentiality, privacy, and security.

4.1 EDS and the Trading Partner must report to PATH a known breach of confidentiality, privacy, or security pertaining to the subject matter of this Agreement, within forty eight (48) hours after EDS or the Trading Partner attains such actual knowledge. In this context, "pertaining to the subject matter of this Agreement" means the electronic transmission of the transactions identified in this Agreement.

4.2 The Trading Partner agrees to safeguard all PATH information, whether verbal, written, or otherwise, received from EDS, or acquired by the Trading Partner in performance of this Agreement, recognizing all such information as privileged communications which shall be held confidential in accordance with the requirements of state and federal laws and regulations. This information may only be used and disclosed in accordance with all applicable state and federal laws and regulations, including, but not limited to, the HIPAA Privacy Rule (at 45 CFR Parts 160 and 164), the Vermont Patient Privilege statute (at 12 VSA 1612) and the Vermont Mental Health statute (at 18 VSA 7103).

4.3 In addition, the Trading Partner agrees to keep confidential all information it receives under this Agreement that relates to the business of PATH, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by PATH.

4.4 The Trading Partner is responsible for ensuring that its employees are aware of these restrictions and obligations, and that such employees comply with those restrictions and obligations.

ARTICLE V. ELECTRONIC SUBMISSIONS

5.0 In the case of provider billing for health care services, the Trading Partner attests that all such services for which payment will be claimed by enrolled providers shall be provided in accordance with all federal and state laws and regulations pertaining to the Vermont Health Access Program.

5.1 In the case of provider billing for health care services, the Trading Partner understands that all terms and conditions of participation in the Vermont Health Access Program remain in effect and are unchanged by this Agreement.

5.2 EDS, as PATH's fiscal agent for the Vermont Health Access Program, has been granted the authority to approve and enroll Trading Partners who wish to exchange electronic media transactions.

5.3 EDS, as PATH's fiscal agent for the Vermont Health Access Program, has been granted the authority to create, exchange and distribute to approved Trading Partners protected health information necessary for program operations (such as fraud investigations or audits).

ARTICLE VI. STANDARDS FOR TRANSACTIONS

(Note: This Article pertains only to providers or vendors billing for services.)

6.0 Standards

Selected ASC X12N standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards, but include only the transaction sets listed in the documents section below.

6.1 Documents

Trading Partner may send the following transactions:

Transaction Set	Document Name/Description
837	Health Care Claim – Institutional
837	Health Care Claim – Professional
837	Health Care Claim – Dental
270	Health Care Eligibility Benefit Inquiry

Mode of Claim Submission (Please Check)

[ ] Data Transmission via Vermont Medicaid Portal

[ ] Third Party Electronic Solutions Software

Number of Third Parties for which you bill _____

Estimated Claim Volume per Month _____

Expected Frequency of Claim Submission _____

EDS will send the following transactions:

Transaction Set	Document Name/Description
835	Health Care Claim Payment/Advice
277	Health Care Payer Unsolicited Claim
997	Functional Acknowledgement
271	Unsolicited Health Care Benefit Roster
271	Health Care Eligibility Benefit Response

ARTICLE VII. THIRD PARTY IDENTIFICATION

(Note: This Article pertains only to providers or vendors billing for services.)

A Vermont Medicaid EDI Registration must be completed to include the names and the Vermont provider identification numbers of those third parties for which electronic transactions will be transmitted under this Agreement.

Please list the name(s), phone number(s), and e-mail address(es) of person(s) authorized to resolve problems regarding electronic transmissions:

Name	Phone Number	E-mail Address
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

AGREEMENT EXECUTION:

TRADING PARTNER

_____
Signed

_____
Name

Title_____ Date _____

EDS

_____
Signed

_____
Name

_____ _____
Title Date

Approval for Department of PATH:

John Michael Hall
Commissioner

_____
Signature

_____
Date

Assistant Attorney General

_____
Signature

_____
Date

DO NOT FAX

Please mail this certification to the following address:

EDS
Attn: EDI COORDINATOR
P.O. Box 888
WILLISTON, VT 05495-0888