

Electronic Data Interchange Trading Partner Agreement

Section 1. Obligations Effective Upon Execution of this Agreement by Submitter

- A.** The Submitter agrees, in regard to any electronic Transactions between the Parties:
- (1) They will exchange data electronically using only those Transaction types as selected by Submitter on the TMHP (Texas Medicaid and Healthcare Partnership) EDI Gateway Trading Partner Enrollment Form (TPEF). TMHP recommends that Submitter select both a primary and secondary connection method to ensure Submitter's ability to connect in the event a particular method is temporarily unavailable.
 - (2) They will exchange data electronically using only those formats (versions) as specified on the TPEF.
 - (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) Accenture LLP (Accenture) may reject a Transaction submitted by Submitter if the Transaction is not submitted using the data elements, formats or Transaction types set forth in the TPEF. Accenture may refuse to accept any claims from Submitter if Submitter repeatedly submits Transactions which do not meet the criteria set forth in TPEF or if Submitter repeatedly submits inaccurate or incomplete Transactions to Accenture.
- B.** Submitter understands that Accenture 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 Accenture in the testing, verification, and implementation of a modification to a Transaction affected by the change.
- C.** Accenture understands that DHHS may modify the Transaction and Code Set Regulations. Accenture will modify, test, verify, and implement all modifications or changes required by DHHS using a schedule mutually agreed upon by Submitter and Accenture.
- D.** Neither Submitter nor Accenture accepts responsibility for technical or operational difficulties that arise out of third party service provider's business obligations and requirements that undermine Transaction exchange between Submitter and Accenture.
- E.** Submitter and Accenture will exercise diligence in protection of the identity, content, and improper access of business documents exchanged between the two parties. Submitter and Accenture 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.** Accenture may publish data clarifications ("TMHP Companion Guides") to complement each Implementation Guide. Submitter should use TMHP Companion Guides in conjunction with the HIPAA Implementation Guides available at http://www.wpc-edi.com/hipaa/HIPAA_40.asp.
- 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 acknowledgment 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.

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Section 2. Miscellaneous

- A. This Agreement incorporates, by reference, any written agreements between the parties relating to the subject matter hereof.
- B. 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 Texas 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 TEXAS AND THE PARTIES HEREBY EXPRESSLY SUBMIT TO SUCH JURISDICTION.** The parties consent to venue in Dallas, Texas, and to the exclusive jurisdiction of the courts of Dallas, Texas, and the Federal District Court for the Northern District of Texas, for all litigation which may be brought, subject to the requirement for dispute resolution hereunder, with respect to the terms of, and the transactions and relationships contemplated by, this Agreement. The parties further consent to the jurisdiction of any federal or state court located within a district which encompasses assets of a party against which a judgment has been rendered, either through arbitration or through litigation, for the enforcement of such judgment or award against the assets of such party.
- C. This Agreement is entered into solely between, and may be enforced only by, Submitter and Accenture. This Agreement shall not be deemed to create any rights in third parties or to create any obligations of Submitter or Accenture to any third party.
- D. **NO WARRANTIES, EXPRESS OR IMPLIED, ARE PROVIDED BY ACCENTURE UNDER THIS AGREEMENT. ACCENTURE'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 ACCENTURE BY SUBMITTER UNDER THIS AGREEMENT.**
- E. Accenture may provide proprietary software to Submitter to allow Submitter to submit Transactions to Accenture. 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 Accenture 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 Accenture.
- F. This Agreement contains the entire agreement between the parties and may only be modified by an agreement signed by both parties.
- G. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.
- H. Submitter will sign a hard copy of this Agreement and mail to Accenture at the address indicated below. The effective date of the hard copy Agreement is the date on which the Agreement is signed by Submitter.

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Section 3. Providers Covered by this TPA

Please list the National Provider Identifier numbers and the names of those providers for which electronic transactions will be submitted. If additional space is needed, please make copies and submit with the TPA.

NPI	Provider Name
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Section 4. Submitter Contact Information

Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Email Address: _____

Texas Medicaid & Healthcare Partnership
Attention: EDI
PO Box 204270
Mail stop — EDI-B14
Austin, TX 78720-4270

Section 5. Trading Partner Execution

By: _____ Printed Name: _____

Title: _____ Date: _____