

NEBRASKA MEDICAID
TRADING PARTNER AGREEMENT
Appendix D Three
4037Z1

This Trading Partner Agreement is entered into by and between the Nebraska Department of Health and Human Services, Division of Medicaid and Long-Term Care (hereinafter known as "Nebraska Medicaid"), and the electronic data interchange partner (hereinafter known as "Trading Partner"):

(Name of Trading Partner)

Preamble

In order to ensure the integrity, security and confidentiality of data exchanged in electronic transactions and to permit appropriate disclosure and use of such data as permitted by law, Nebraska Medicaid and the Trading Partner enter into this Agreement to address the conditions under which data will be exchanged and to ensure data will be exchanged in accordance with the Transaction and Code Set requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), when applicable.

I. Definitions.

As used within this Agreement the terms below shall have the following meanings:

- A. Companion Guide.** A Companion Guide is a supplement to an Implementation Guide with data clarifications specific to Nebraska Medicaid requirements. (Companion Guides are available for the HIPAA covered transactions on the Nebraska Medicaid Web site. Updated versions will periodically be issued.)
- B. Trading Partner.** An entity who transmits/receives information in electronic form in connection with a transaction.
- C. Trading Partner Agreement.** A trading partner agreement means an agreement related to the exchange of information in electronic transactions.
- D. Trading Partner Authorization.** The Trading Partner Authorization is an authorization that must be completed by a Nebraska Medicaid Provider to authorize a Trading Partner to submit/receive transactions on their behalf. Transactions will not be exchanged with a Trading Partner unless a valid Authorization has been received by Nebraska Medicaid. This Authorization shall also be used to update information as necessary.
- E. Trading Partner Test ID.** The trading partner test ID is the identifying number assigned by the Nebraska Medicaid EDI Help Desk to the Trading Partner for use during testing.
- F. Trading Partner Production ID.** The trading partner production ID is the identifying number assigned by the Nebraska Medicaid EDI Help Desk to the Trading Partner when approved to exchange production transactions.
- G. Trading Partner Profile.** This Profile is completed by the Trading Partner and includes company information, provider and/or clearinghouse designation, contact information, EDI enveloping information, transaction sets to be transmitted and received and data submission criteria. This Profile shall be completed prior to entering into a Trading Partner Agreement and shall be completed to update information as necessary.
- H. Transaction.** A transaction means the electronic exchange/transmission of information between two parties to carry out financial or administrative activities related to health care. The transactions covered by this Agreement are those specified in the Trading Partner Profile.

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II. Terms of Agreement.

- A. This Agreement shall be effective upon the date of the signature of both parties and shall automatically renew for successive periods of one (1) year, unless superseded or terminated.
- B. Nebraska Medicaid reserves the right to require additional testing or limit transactions covered by the Agreement because of issues/problems identified by Nebraska Medicaid.
- C. This Agreement may not be assigned and duties hereunder may not be delegated without the written agreement of both parties.
- D. This Agreement shall not be altered or varied by oral understanding or agreement or by any other means not contemplated herein.

III. Prerequisites.

The following must be completed prior to Nebraska Medicaid approving the exchange of transactions. Information regarding each can be found on the Nebraska Medicaid Web site.

A. Trading Partner Profile.

- 1. Each party may electronically transmit to or receive from the other party any of the transactions listed in the Trading Partner Profile, and any transactions that the parties add to the Trading Partner Profile. Transactions shall be transmitted in accordance with the HIPAA Electronic Health Care Transactions and Code Sets standards when applicable.
- 2. Upon receipt of a completed Trading Partner Profile, Nebraska Medicaid will assign a Trading Partner Test ID which will be used on all test data files exchanged with a Trading Partner. When testing has been completed successfully, a Trading Partner Production ID will be assigned.
- 3. The Trading Partner shall inform Nebraska Medicaid of any and all changes to the Trading Partner Profile immediately by completing another Profile form.

B. Trading Partner Authorization.

- 1. The Trading Partner is responsible to ensure that each Nebraska Medicaid Provider for whom transactions will be exchanged has completed and submitted to Nebraska Medicaid EDI Help Desk a Trading Partner Authorization which authorizes the Trading Partner to exchange transactions on the provider's behalf. The Trading Partner Authorization applies to specific provider numbers, transactions, and effective dates.
- 2. The Trading Partner is responsible to ensure new Trading Partner Authorizations are submitted by the provider to update information when necessary.

C. X12 Submission Requirements Manual – Secure File Transfer Protocol (SFTP).

The Secure File Transfer Protocol (SFTP) document describes the Nebraska SFTP server and the Secure File Transfer Process to transfer files for testing and for production purposes, along with the naming standards.

D. Testing. Testing will be accomplished in two phases. The first phase is communication and compliance testing. The second phase is end-to-end testing. Testing must be completed successfully before a Trading Partner Production ID will be assigned.

E. Companion Guides. As Nebraska Medicaid transaction specific requirements change, updated Versions will be made available. It is the Trading Partner's responsibility to adhere to the current version.

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IV. System Operations.

- A. The Trading Partner and Nebraska Medicaid each at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively and reliably transmit and receive data sets.
- B. Testing for each transaction type must be completed to the satisfaction of Nebraska Medicaid before production transaction files can be exchanged.

V. Miscellaneous.

A. Proper Receipt. Transactions shall not be deemed to have been properly received, and no document shall give rise to any obligation until accessible to Nebraska Medicaid at the Receipt Computer designated in the X12 Submission Requirements Manual – Secure File Transfer Protocol (SFTP).

B. Verification. Upon proper receipt of any transaction, Nebraska Medicaid shall promptly transmit a functional acknowledgment to the Trading Partner. A functional acknowledgment shall constitute conclusive evidence a transaction has been properly received.

C. Lost or Indecipherable Data. If any transaction is lost, damaged, not readable, or the receiving party deems the data to be invalid, incorrect, or insufficient, the receiving party agrees to so notify the sender within twenty (20) business days of the estimated date of delivery or the receipt date of the data file, whichever is applicable. The sender will replace the data file within twenty (20) business days of such notification for correction or replacement at no additional cost to the receiving party. Nebraska Medicaid may charge a fee for requests for correction or replacement received more than twenty (20) business days after the estimated date of delivery or the receipt date of the data file, whichever is applicable. Nebraska Medicaid cannot assume liability for lost transmissions.

D. Virus Checking. The Trading Partner agrees to install and use virus-checking Software in all of its data processing systems.

VI. Force Majeure.

- A. No party shall be held liable for any failure to perform its obligations in connection with any transaction, where such failures result from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving data. Each party shall take all possible steps to recover from such occurrences and inform the other party of status.

VII. Updating/Amending Information Provided.

- A. The Trading Partner is responsible to complete a new Trading Partner Profile to update/amend the information on the Trading Partner Profile, particularly contact information.

VIII. Termination.

The contract may be terminated as follows:

- A. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
- B. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

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- C. The State may terminate the contract immediately for the following reasons.
1. if directed to do so by statute;
 2. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 3. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 4. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 5. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 6. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 7. contractor intentionally discloses confidential information;
 8. contractor has or announces it will discontinue support of the deliverable;
 9. second or subsequent documented "vender performance report" form deemed acceptable by the State Purchasing Bureau.

IX. Questions.

A. The Trading Partner shall refer questions of interpretation of this Agreement to the Nebraska Medicaid EDI Help Desk by phone at 471-9461 or 866-498-4357, option 1, or by email at DHHS.MedicaidEDI@nebraska.gov.

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X. Signatures.

IN WITNESS WHEREOF, the Trading Partner and Nebraska Medicaid have executed this Agreement on the date indicated below.

ON behalf of the **Trading Partner**, the undersigned hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein:

Name (Print)

Title (Print)

Company/Organization (Print)

Street Address

City, State, Zip

Fax Number

Telephone Number

E-mail Address

Signature

Date

ON behalf of **Nebraska Medicaid**, the undersigned hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein:

Eric Henrichsen

Chief Information Officer

Name (Print)

Title (Print)

Department of Health & Human Services

Company/Organization (Print)

P.O. Box 95026

301 Centennial Mall South, 5th Floor

Lincoln, NE 68509

Street Address

City, State, Zip

402-471-8702

402-471-8554

Fax Number

Telephone Number

DHHS.MedicaidEDI@nebraska.gov

E-mail Address

Signature

Date