

WV Birth to Three Trading Partner Agreement

1. Purpose and Scope

This Trading Partner Agreement ("TPA") describes the procedures and general terms and conditions that will apply to the electronic data interchange ("EDI") transactions between *Covansys Corporation* ("*Covansys*") and the Birth to Three Practitioner enrolled with the State of West Virginia ("Trading Partner") or through a third party value added network ("VAN"). EDI is the computer-to-computer exchange of business information between trading partners using standard transaction formats (ANSI X12). Because EDI differs from manual contracting methods, this TPA is intended to resolve EDI specific issues not covered by any other agreements between *Covansys* and its business associates, enrolled practitioners, and clearinghouses. *Covansys* and the Trading Partner agree to the terms and conditions for EDI transactions as stated in this document and its attachments.

2. Terms and Conditions

Trading Partner agrees to send and receive data in a manner that protects the integrity and confidentiality of the transmitted information according to the relevant provisions of state and federal laws and regulations.

Trading Partner agrees to 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 own and *Covansys*' transmission and processing systems; (b) the transmissions themselves; (c) the control structure applied to transmissions between them.

In the event that Trading Partner is unable to perform any of its obligations under this TPA or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party, Trading Partner shall immediately give written notice to *Covansys* and shall do everything reasonably possible to resume performance as soon as practicable.

3. Standards

Trading Partner will use only transaction formats for general use by the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12, electronic data interchange standards for automated information systems, including transaction sets, data dictionary, segments dictionary and transaction controls. *Covansys* actively supports version ASC X12N 4010. If *Covansys* moves to a new version of a standard, Trading Partner will support the new version as well as, during a transition period not to exceed six months, the previous version.

4. Changes to Trading Partner Representative

Trading Partner will provide not less than thirty (30) days' prior written notice if there is any change in the Trading Partner representative or location where electronic transactions are sent. This allows time to update the Trading Partner profile stored in the system.

5. Means of Transmission

- A. Trading Partner will transmit documents directly or through a third party value added network ("VAN"). Trading Partner may select, or modify its selection of, a VAN upon thirty (30) days' written notice.
- B. Trading Partner will be solely responsible for the costs of any VAN with which it contracts.
- C. Trading Partner will be liable for the acts or omissions of its VAN while transmitting, receiving, storing or handling documents.
- D. Trading Partner is solely responsible for complying with the subscription terms and conditions of the VAN it selects, and for any and all financial liabilities resulting from that subscription TPA.

6. System Operations

- A. Trading Partner will provide at its own expense the equipment, software and services necessary to reliably transmit, receive and control documents.
- B. Trading Partner will periodically test and monitor its equipment and software to ensure that it is adequate to reliably transmit, receive and control documents.

7. Termination or Suspension of Operations

Either party may terminate EDI operations with at least sixty (60) days' written notice prior to the effective date of the termination. Either party may also temporarily suspend electronic communications to protect data or computer systems in case of emergencies or to perform maintenance provided such communications resume as soon as reasonably possible. Each party agrees to minimize the frequency and duration of these temporary suspensions. From time-to-time, *Covansys* and its trading partners may also mutually agree to temporarily suspend EDI transmissions without terminating this TPA. Termination or suspension of EDI operations will not affect or cancel those transactions already accepted.

The term of this TPA shall be from the date the Trading Partner signs the TPA and will continue for as long as each party continues to do business electronically, or until either party terminates the TPA in writing in accordance with the terms of this Section 7.

8. Garbled Transmissions

If a party receives an unintelligible document, that party will promptly notify the sending party (if identifiable from the received document). If the sending party is identifiable from the document but the receiving party failed to give notice that the document is unintelligible, the records of the sending party will govern. If the sending party is not identifiable from the document, the records of the party receiving the unintelligible document will govern.

9. Transaction Security

Trading Partner agrees to safeguard electronic data from tampering and unauthorized disclosure to ensure, as a minimum, the same level of protection afforded by their paper equivalents, but in no event less than that level of protection which is commercially reasonable, and as required by applicable federal and state rules and regulations. This protection shall extend beyond the transactions themselves to any files or databases that obtain the information conveyed via EDI. Trading Partner will also maintain the confidentiality of passwords and other codes required for accessing this information, if any.

Trading Partner will promptly notify *Covansys* in writing of any and all unlawful or unauthorized disclosures of confidential information or protected health information and will cooperate with *Covansys* in the event any litigation arises concerning the unauthorized use, transfer, or disclosure of either confidential information or protected health information.

10. Test Data Transmission

Trading Partner agrees to actively send and receive test data transmissions until *Covansys* determines such transmissions are routinely successful. Trading Partner agrees to receive transmissions in parallel (faxed copy and electronic), if required by *Covansys*, for up to one month after a successful EDI link is established.

11. File Receipt and Acceptance

Trading Partner can view the status of files through the File Distribution System website. This site will allow the Trading Partner to view each file uploaded into the system, view the status of each file (pending processing, accepted, or rejected). Trading Partner may also view the date the file was received, the file type and other file information.

12. File Retention

Trading Partner will retain all EDI transactions for a period of seven (7) years after concluding each transaction and will make such transactions available to *Covansys* for audit purposes upon written request. Trading Partner will maintain the integrity and security of these records, regardless of how they are stored, and will ensure that it can retrieve any archived record within seven (7) working days after *Covansys* requests it. Records retrieved at the request of *Covansys* must be

submitted in ASCII file format. Trading Partner will also maintain accurate and complete audit trails of all records transferred from one medium to another (e.g., paper to computer disk file).

13. Signatures

Trading Partner's authorized representative will adopt a unique, verifiable electronic identification (TP code) consisting of symbols or codes to be transmitted with each transaction set. Use of the electronic identification will be deemed for all purposes to constitute Trading Partner's "signature" and will have the same effect as a signature on a written document. Trading Partner's authorized representative will maintain sole control of the use of his or her signature and will not disclose the signatures of *Covansys* to any unauthorized person.

Any document properly transmitted according to this TPA will be considered a signed original and signed when it is printed from electronic files or records created during the normal business process.

14. Governing Law

This TPA shall be governed and interpreted in accordance with the laws of the State of West Virginia.

15. Transaction List

Trading Partner may send to *Covansys* the following files/transactions:

Transaction Set Number	Document Name/Description	Version Release
837	Health Care Claim: Professional	4010
276	Health Care Claim Status Request	4010

Covansys may send the following files/transactions to the Trading Partner:

Transaction Set Number	Document Name/Description	Version Release
835	Health Care Claim Payment/Advice	4010
277	Health Care Claim Status Response	4010
278	Health Care Services Review Response	4010

The following files/transactions will not be used unless otherwise agreed to by the parties:

837	Health Care Claim: Institutional
837	Health Care Claim: Dental
834	Benefit Enrollment and Maintenance
820	Premium Payment for Insurance Products
278	Health Care Services Review Request
270	Health Care Eligibility Inquiry
271	Health Care Eligibility Response

16. Trading Partner Profile

Trading Partner must complete the following two sections.

Sending Options

Please indicate your sending preference for each of the transaction sets listed below. If left blank, the default will be **paper**.

Transaction Set Number	Document Name/Description	Version Release	Method (Paper/electronic)
837	Health Care Claim: Professional	4010	
276	Health Care Claim Status Request	4010	

Receipt Options

Please indicate your receiving preference for each transaction set listed below. If left blank, the default will be **paper**.

Transaction Set Number	Document Name/Description	Version Release	Method (Paper/electronic)
835	Health Care Claim Payment/Advice	4010	
278	Health Care Services Review Response	4010	
277	Health Care Claim Status Response	4010	

17. Contact Information

Practitioner EDI Contact

Name: _____
Title: _____

Telephone _____
E-mail _____
Address _____

Covansys EDI Contact

Name: Covansys Help Desk

Telephone 866-639-2916 Option 4
E-mail _____
Address edi@covansys.com

18. Modification

This TPA may not be contradicted, modified or supplemented except by a written agreement signed by both parties.

19. Notification

Unless specified otherwise, all notices, certifications, or forms required by this TPA will be provided to:

Central Finance Office
Covansys Corporation
P.O. Box 29134
Shawnee Mission, KS 66201-9134

A copy of all notices to *Covansys* shall be sent to:

Covansys Corporation
32605 West Twelve Mile Road
Farmington Hills, MI 48334
Attn: General Counsel

20. Entire Agreement

This TPA and its attachments constitute the entire Electronic Commerce/EDI Trading Partner Agreement between *Covansys* and Trading Partner. No oral modification or waiver of any of its provisions shall be binding on either party. This TPA is for the benefit of and shall be binding upon both parties and their respective successors and assigns.

Trading Partner

By: _____

Name: _____
Title: _____
Payee
Name: _____
Payee
ID: _____
Date: _____

Covansys Corporation

By:  _____

Name: Jon Umstead
Title: Vice President

Date: September 15, 2003

Trading Partner Agreement

General Information

The *Covansys* Trading Partner Agreement (TPA) establishes a formal relationship that allows *Covansys* and its trading partners to exchange electronic transactions in accordance with privacy and security regulations. The TPA outlines the roles and responsibilities of both *Covansys* and its trading partner, to ensure secure electronic transmissions.

Any Birth to Three practitioner that is a direct sender of batch electronic transmissions to *Covansys* must complete the *Covansys* TPA. Trading partners must also complete the Certification Statement for Payees Submitting Claims form to be enrolled as an electronic practitioner in the program. The Certification Statement for Payees Submitting Claims forms and instructions for their completion are found in the West Virginia Birth to Three Practitioner Billing Manual.

After *Covansys* receives an original copy of the TPA, contact will be made with information about testing transmissions.

When the TPA is received, a representative of *Covansys* will sign it and return a photocopy of the original to the trading partner to retain for its records.

Covansys requires the execution of this TPA with all entities that are sending us direct transmissions. The *Covansys* TPA is comprehensive and should address any issues or legal concerns of our trading partners.

Covansys will accept up to 5000 claims per 837 batch file. *Covansys* Companion Guide recommends the creation of this limitation to avert circumstances where file size management may become an issue.

Covansys has determined the Electronic Transmitter Identification Number (ETIN) to be the EIN number that was established at the time of enrollment into the WV Birth to Three System.