



CHIEF INFORMATION OFFICE BUREAU

ELECTRONIC DATA TRANSMISSION TRADING PARTNER EXHIBIT (TPE)

This Trading Partner Exhibit ('TPE') is made and entered by and between the Network Provider named _____ ("Trading Partner"), whose Network Provider number is _____ and the County of Los Angeles – Department of Mental Health ("DMH").

DMH and the Trading Partner will exchange information and data electronically in connection with certain healthcare transactions and the Trading Partner must be readily equipped at their own expense with the Systems and trained personnel necessary to engage in the successful exchange of electronic information and data. The electronic transmissions of information and data in addition to the confidentiality and security of the data exchanged between the parties, is of the highest priority.

1. DEFINITIONS

1.1 Agents

Third parties or organizations that contract with the Trading Partner to perform designated services in order to facilitate the electronic transfer or exchange of data. Examples of Agents include claims clearinghouses, vendors, and billing services.

1.2 Confidential Information

Information relating to specific Individuals which is exchanged between DMH, the Trading Partner, and/or the Agents for various business purposes, but which is protected from disclosure to unauthorized persons or entities by The Privacy Act of 1974, The Administrative Simplification Provisions of the federal Health Insurance Portability and Accountability Act ("HIPAA") and regulations promulgated thereunder; the Insurance Information and Privacy Protections Act, and/or other applicable State and federal statutes and regulations, which will hereinafter be collectively referred to as "Privacy Statutes and Regulations."

1.3 Data

A formalized representation of specific facts or concepts suitable for communication, interpretation, or processing by people or by automatic means.

1.4 Data Log

A complete written summary of Data and Data Transmissions exchanged between the Parties over the period of time this TPE is in effect, including, without limitation, sender and receiver information, the date and time of transmission and the general nature of the transmission.

1.5 Data Transmission

The automated transfer or exchange of data between Trading Partners or their Agents, by means of their Systems which are compatible for that purpose, pursuant to the terms and conditions set forth in this TPE.

1.6 Electronic Data Interchange (“EDI”)

The automated, electronic exchange of structured business data from application to application that utilizes an American National Standards Institute (ANSI) approved or other mutually agreed format.

1.7 Envelope

A control structure in a mutually agreed format for the electronic interchange of one or more encoded Data Transmissions either sent or received by the Parties to this TPE.

1.8 Fast Healthcare Interoperability Resources (“FHIR”)

A healthcare data standard developed by Health Level Seven International (HL7). It defines standardized components, called resources, which can be combined to enable the secure exchange of clinical, administrative, and financial information between systems using common data formats and application programming interfaces (APIs).

1.9 Individual

Individual person(s) whose claims for payment of services may be eligible to be paid under the terms of the applicable federal, State or local governmental program for which DMH processes or administers claims. It is acknowledged and agreed between the Parties that claim payments for purposes of this TPE will be made directly to Providers on behalf of such Individuals.

1.10 Lost or Indecipherable Transmission

A Data Transmission which is never received by or cannot be processed to completion by the intended recipient whether DMH, Trading Partner, and/or Agents in the format or composition received because it is garbled or incomplete, regardless of how or why the message was rendered incomplete.

1.11 Provider

Hospitals, clinics or persons duly licensed or certified to provide mental health services to Covered Individuals of Los Angeles County.

1.12 Source Documents

Documents containing Data which is or may be required as part of Data Transmission with respect to a claim for payment for mental health services rendered to an eligible Individual. Examples of Data contained within a specific Source Document include, without limitation, the following: Individual’s name and identification number, claim number, diagnosis code for the service rendered, dates of service, procedure code, applicable charges, the Provider’s name and/or Provider number.

1.13 Submitter ID Number

A Data Universal Numbering System identifier assigned by Dun & Bradstreet (D&B) to the Trading Partner or Agent for the purpose of identifying the Trading Partner for Data Transmissions is required by DMH for claiming transmissions.

1.14 System

The equipment and software necessary for a successful electronic Data Transmission.

1.15 Trading Partner

A Provider who has entered into this with DMH in order to satisfy all or part of its obligations under a Legal Entity or Network Provider Agreement by means of EDI and/or FHIR.

2. OBLIGATIONS OF THE PARTIES

2.1 Mutual Obligations

In addition to the obligations of the respective Parties which are set forth elsewhere in this TPE, the mutual obligations of DMH, the Trading Partner and/or the Trading Partner's Agents, collectively referred to as "the Parties," will include, but not be limited to, the following:

(a) Accuracy of EDI and FHIR Transmissions

The Parties will take reasonable care to ensure that Data and Data Transmissions are timely, complete, accurate and secure, and will take reasonable precautions to prevent unauthorized access to the System of the other Party, the Data Transmission itself or the contents of an Envelope which is transmitted either to or from either Party pursuant to this TPE. Parties must also take reasonable care to ensure accurate and unduplicated transmissions are sent to recipients and will notify the recipient of all erroneous duplicated transmissions timely. Parties will also take necessary actions to correct and void any and all invalid transmissions.

(b) Re-transmission of Indecipherable Transmissions

Where there is evidence that a Data Transmission is Lost or Indecipherable, the sending Party will make best efforts to trace and re-transmit the original Data Transmission in a manner which allows it to be processed by the intended receiving Party as soon as practicable.

(c) Cost of Equipment

Each Party must, at its own expense, obtain and maintain its own System and shall update its System as recommended by the manufacturer/owner/licensor of said System. Furthermore, each Party will pay its own costs for any and all charges related to Data Transmission under this TPE and specifically including, without limitation, charges for System equipment, software and services, charges for maintaining an electronic mailbox, connect time, terminals, connections, telephones, modems, and any applicable minimum use charges. Each Party will also be responsible for any and all expenses it incurs for translating, formatting,

or sending and receiving communications over the electronic network to the electronic mailbox, if any, of the other Party.

(d) Back-up Files

Each Party must maintain adequate back-up files and/or electronic tapes or other means sufficient to re-create a Data Transmission in the event that such re-creation becomes necessary for any purpose at any time. Such back-up files and/or tapes will be subject to the terms of this exhibit to the same extent as the original Data Transmission.

(e) Format of Transmissions

Except as otherwise provided herein, each Party will send and receive all Data Transmissions in the format designated by DMH to the Trading Partner.

(f) Testing

Each Party must, prior to the initial Data Transmission and throughout the term of the underlying contract, test and cooperate with the other Party in the testing of the Systems of both Parties as DMH considers reasonably necessary to ensure the accuracy, timeliness, completeness and confidentiality of each Data Transmission.

2.2 Trading Partner Obligations

In addition to the requirements of Section 2.1 and 4.1, the Trading Partner will be specifically obligated as follows:

- (a) To refrain from copying, reverse engineering, disclosing, publishing, distributing or altering any Data, Data Transmissions, DMH provided interfaces, or applications, or use of the same for any purpose other than that for which the Trading Partner was specifically given access and authorization by DMH;
- (b) To refrain from obtaining Data, Data Transmission(s), access to DMH interfaces or solutions for any purpose other than access DMH expressly authorizes to said Trading Partner. Furthermore, in the event that the Trading Partner receives Data, Data Transmissions, or access other than expressly authorized by DMH, Trading Partner must immediately cease use of said Data, Data Transmission(s), interface(s) or application(s), notify DMH and make arrangements to return Data or Data Transmission. Upon confirmation of receipt by DMH of said Data, Data Transmissions, Trading Partner will immediately destroy Data and/or Data Transmission contained in such Data Transmission from its System, records, or network(s).
- (c) To implement security measures to ensure the integrity and confidentiality of both DMH and the Trading Partner's data and/or records when the System is not in active use by the Trading Partner.
- (d) To protect and maintain the confidentiality of the DMH issued Secure Identification Tokens of the Trading Partner or Agent at all times.

- (e) To enforce encryption and secure authentication where appropriate, by utilizing complex passwords, Multi-Factor Authentication (MFA) and/or by other mutually agreed upon means in order to ensure the transmission of the data is maintained secure during all data exchanges between Trading Partners and DMH.
- (f) Prior to or upon execution of the underlying contract, provide DMH, in writing, all of the information requested in the Trading Partner Information section of the TPE online application. While the underlying contract is in effect, the Trading Partner must notify DMH in writing no later than ten (10) business days of any material changes in the information originally provided by the Trading Partner in the TPE online application.
- (g) The implementation or use of AI technologies for data management, including data collection, data storage, data retrieval, data sharing and reporting without written approval from the Department of Mental Health's Chief Information Officer and Information Security Officer is prohibited.
- (h) To minimize the risk of data loss during transmissions, Trading Partners must notify DMH of any planned System changes at least 30 days prior to any change.
- (i) The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow-up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within 10 business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.

2.3 DMH Obligations

In addition to the obligations of DMH set forth herein, DMH will be specifically obligated as follows:

(a) Availability of Data

DMH will make available to the Trading Partner, by electronic means, those types of Data and Data Transmissions to which the Trading Partner is entitled to receive by mutual agreement of the Parties or as provided by law.

(b) Notices Regarding Formats

DMH will provide Trading Partner a listing of acceptable electronic data transmission formats and will notify Trading Partner of changes to

acceptable data transmissions in accordance with the timelines specified in the underlying contract.

3. AGENTS

The Trading Partner may use, in the performance of the underlying contract with DMH, various third parties as the Trading Partner's Agents in the electronic exchange of information as such the following will apply:

3.1 Responsibility of Agents

If the Trading Partner uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Trading Partner will be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Trading Partner's own acts, failures, or omissions. Upon request by DMH, Trading Partners must also provide documentation demonstrating that all Agents have current and applicable Business Associate Agreements in order to represent said Trading Partner.

3.2 Notices Regarding Agents

Prior to the commencement of the Agent's services in the performance of the specified obligations in this TPE, the Trading Partner must designate in the TPE online application, its specific Agents who are authorized to send and/or receive Data Transmissions in the performance of the aforementioned obligations on behalf of the Trading Partner. Except as provided otherwise in this TPE, the Trading Partner will notify DMH of any material changes in the information contained in the TPE online application, no less than ten (10) days prior to the effective date of such changes. The information within the TPE application, when fully executed, will be incorporated into this TPE by reference and will be effective upon execution of the underlying contract, unless specified otherwise. The Trading Partner's designation of its Agent for purposes of this TPE is expressly subject to the approval of DMH, which will not be unreasonably withheld.

3.3 Express Warranties Regarding Agents

The Trading Partner expressly warrants that the Agent will make no changes in the Data content of any Data Transmissions or the contents of an Envelope, and further that such Agent will take all appropriate measures to maintain the timeliness, accuracy, confidentiality and completeness of each Data Transmission. Furthermore, the Trading Partner expressly warrants that its Agents will be advised of, and will comply in all respects with, the terms of this TPE.

3.4 Indemnification Regarding Agents

The Trading Partner will indemnify, defend and hold harmless DMH from any and all claims, actions, damages, liabilities, costs and expenses, specifically including, without limitation, reasonable attorney's fees and costs resulting from the acts or omissions of the Trading Partner, its Agents, employees, subcontractors in the performance of the underlying contract provided, however, that DMH will have the option, at its sole discretion, to employ attorneys selected by it to defend any such

action, the costs and expenses of which will be the responsibility of the Trading Partner. DMH for its part will provide the Trading Partner with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist the Trading Partner in establishing a defense to such action.

4. SECURITY

4.1 General Requirements

In addition to the requirements of Sections 2.1 and 2.2, the Trading Partner shall maintain adequate security procedures to prevent unauthorized access to Data, Data Transmissions, or the System of DMH. Trading Partner shall immediately notify DMH of any and all unauthorized attempts by any person or entity to obtain access to or otherwise tamper with the Data, Data Transmissions or the System of DMH.

(a) Notice of Unauthorized Disclosures

The Trading Partner will promptly notify DMH of any and all unlawful or unauthorized disclosures of Confidential Information that comes to its attention and will cooperate with DMH in the event any litigation arises concerning the unauthorized use, transfer or disclosure of Confidential Information.

ELECTRONIC TRADING PARTNER EXHIBIT

The Trading Partner acknowledges, agrees to and shall be bound by all the terms, provisions and conditions of the Trading Partner Exhibit

Agreed To:

Trading Partner Name (Legal Entity / Network Provider)
(Type or Print)

Authorized Personnel
(Type or Print)

Authorized Signature

Title
(Type or Print)

Date

Contractor *must* complete, sign, and submit the TPE annually.