MRP Gainwell Technologies Healthcare Portal Access User Account Agreement

The User understands that the Portal Access User Account Agreement (hereinafter "Agreement"), effective today, is made by and between the State of Mississippi Division of Medicaid ("DOM") and users who sign up for an account on this website (hereinafter "User").

WHEREAS, User renders certain professional health care services ("Services") to Mississippi Medicaid members, and submits documentation of those Services to DOM; and,

WHEREAS, DOM, in its implementation of the Medicaid program in Mississippi, provides a System of operational and informational support to respond to User inquiries to exchange certain data, claims, and billing information through electronic communications and through the Internet (hereinafter the "System");

WHEREAS, while performing its services User may be given access to, or may be exposed to, certain confidential or Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 C.F.R. pts. 160-164.

WHEREAS, User desires to utilize the System provided by DOM, and DOM desires to provide the System and related services and support to User, as defined and according to the terms contained hereinafter.

WHEREAS, as a condition of User's engagement by DOM, User agrees to take certain precautions, comply with certain practices, and implement certain procedures required by applicable law for the purposes of safeguarding data integrity and safeguarding the confidentiality of PHI, all as more specifically set forth in this Agreement.

NOW, THEREFORE, in consideration of the Promises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, User and DOM (collectively, the "Parties") agree as follows:

1. **INTRODUCTION.** This Agreement authorizes the Parties to electronically exchange Data, including PHI, through a public or private website in an efficient and cost-effective manner without limiting the obligations of each party as set forth in this Agreement or imposed by applicable law, solely for the purposes set forth herein, in accordance with the privacy standards referenced below.

   Any Data, Proprietary Data or PHI exchanged under this Agreement is to be used and exchanged solely as authorized by HIPAA, and such other federal and state laws as may apply to such data, and is further subject to the terms and conditions set forth in this Agreement. User acknowledges that coverage for any services furnished by User and electronically exchanged through this Agreement is subject to the terms and conditions of the individual's benefit program, any agreement between User and DOM, and DOM's regulations, policies, and procedures, and that nothing in this agreement shall be construed as affecting such coverage. User further acknowledges that there shall be no delegation of authority under this Agreement to other users.

2. **DOM OBLIGATIONS.**

   a. ID(s) and Password(s). Upon execution of this Agreement, DOM will allow User to create logon ID(s) and password(s), which allow User to authenticate its identity and transmit data electronically. DOM shall retain title to all logon ID(s) and password(s), and reserves the right to change/remove any logon ID or password at any time, for any reason, or if required to do so by law, regulation, or court order.

   b. System. DOM shall provide to all Users of the System a toll-free number and an e-mail address to assist with questions or problems.

c. Data. The Data the Parties may exchange pursuant to this Agreement may change as a result of changes in law or regulation, or actions taken in accordance with the terms and conditions of certain health care benefits contracts, or changes made to those contracts. DOM's response to inquiries does not guarantee coverage. Acceptance by DOM of the Data User sends electronically does not constitute guarantee of reimbursement.

3. **USER OBLIGATIONS and AUTHORIZATIONS.**

   a. Provision of Data. User may provide DOM Data electronically, including the minimum necessary PHI (see 45 C.F.R. § 164.502(b)) in accordance with the terms of the Agreement and the Guide. User is solely responsible to ensure that the data it provides DOM is correct, and to identify and correct any incorrect data it has provided.

   b. Logon ID and Password. User agrees to protect Users' logon ID(s) and password(s) from compromise, release or discovery by any person other than an employee or contractor of User who is authorized to have access to the data, and shall not disclose logon ID(s) and password(s) to any third party or any other person in any manner. A breach of this provision shall be considered material. In the event a breach occurs, User must notify DOM immediately. User acknowledges and agrees that only User personnel it designates shall be issued login ID(s) and passwords and only within the scope of the approved application. User also acknowledges that each individual User is responsible for protecting his or her own login ID and password. User's use of logon ID(s) and password(s) constitutes an Electronic Signature that confirms User's willingness to remain bound by these terms and conditions and ratify any transaction conducted electronically by DOM. User agrees to contact Gainwell Technologies Electronic Data Interchange (EDI) to terminate access of personnel who are no longer employed with User, if unable to terminate access. Gainwell Technologies can restrict access to personnel who is no longer authorized to access to DOM information. In the event logon ID(s) and/or password(s) are compromised, User shall be responsible for any losses or damages resulting from User's failure to protect DOM logon ID(s) and password(s).

c. User's Costs. User shall be solely responsible for all of its costs to transmit, access and receive Data electronically including, but not limited to, the costs of computers, terminals, connections, modems, software and browsers, and the costs of providing sufficient security measures to safeguard receipt and transmission of PHI in accordance with 42 USC § 1320d-2(d) and 45 C.F.R. § 164.530 to preserve the integrity and confidentiality of, and to prevent non-permitted use or violations of disclosure of PHI. User acknowledges that any changes made to Data may impact any reimbursement it receives.

d. Authorization to Use Data. User's use of a DOM system or process under this Agreement constitutes authorization and direction to DOM to use the PHI or other Data received from the User to adjudicate and process health care claims DOM receives from User. User acknowledges that DOM may disclose the PHI it makes available to DOM concerning Individuals who are members of a plan to the plan sponsor or the group health plan consistent with HIPAA's requirements and the language set forth herein.

e. Limited Access. User will not obtain access by any means to data or DOM' operating system for any purpose. In the event User receives data not intended for User, User will immediately notify DOM and delete the data from its operating system.

f. Notice of License Impairment. User shall notify DOM immediately in writing of any existing or subsequent suspension or revocation of User's license or certificate, or exclusion of participation in the Medicare, Medicaid, or any other federal program.

g. Additional Terms and Conditions. DOM and the User will exchange electronic transactions (collectively, the "Data"); such transactions types and exchange or transmission methods (e.g., batch or interactive) may include the following:

270-Batch Eligibility Request
271-Batch Eligibility Response
270-Interactive Eligibility Request

271-Interactive Eligibility Response

276-Batch Claim Status Request

277-Batch Claim Status Response

276-Interactive Claim Status Request

277-Interactive Claim Status Response

278-Referral Certification and Authorization Request (Prior Authorization)

278-Referral Certification and Authorization Response (Prior Authorization)

820-Payroll Deducted and Other Group Premium Payment

834-Benefit Enrollment and Maintenance Transaction

835-Remittance Advice

837D-Batch Health Care Claim Dental

837I-Batch Health Care Claim Institutional

837P-Batch Health Care Claim Professional

NCPDP Billing Request B1/B3

NCPDP Reversal Request B2

NCPDP Post Adjudication Subrogation Response B1

NCPDP Billing Response B1/B3

NCPDP Reversal Response B2

NCPDP Post Adjudication Subrogation Request B

4. **COMPLIANCE WITH PRIVACY STANDARDS.** Each party has or will develop, implement, maintain and use appropriate administrative, technical and physical safeguards, in compliance with the HIPAA Privacy Rule and patient confidentiality provisions of applicable state statutes or regulations, and shall comply with any amendments to any of these statutes or regulations.

SYSTEMS AND PERSONNEL SECURITY: UNAUTHORIZED DISCLOSURES. The Parties shall comply with the final version of the HIPAA data security standard promulgated by HHS (found at 45 C.F.R. pts.160, 162, and 164, the "Security Standard"). On or before the required compliance date of the final Security Standard, the Parties will adopt any necessary modifications to their practices for maintaining PHI or transmitting PHI electronically, and shall provide any written assurances required under the final Security Standard to prevent unauthorized access to Data. If an unauthorized disclosure of PHI, or the discovery of unauthorized access to and/or tampering with the Data or DOM' Proprietary Data is discovered, the disclosing party will immediately report to the other party, using the most expeditious

medium available, no later than five (5) calendar days after such discovery/disclosure is made, the following information:

     a. the nature of the disclosure;

     b. PHI used or disclosed;

     c. the individual(s) who made and received the disclosure;

     d. any corrective action taken to prevent further disclosure(s) and mitigate the effect of the current disclosure(s); and

     e. any such other information reasonably requested by the non-disclosing party.

The Parties will cooperate in the event of any litigation concerning unauthorized use, transfer or disclosure of such Data, but each party shall bear its own fees and costs associated with such litigation. Failure to adhere to this section may constitute violation(s) of applicable federal and state laws and regulations and may constitute just cause for immediate termination of this Agreement.

5. **NOTICES.** Any notice relating to this Agreement shall be in writing and transmitted by either (i) U.S. Mail, first class, postage prepaid; or (ii) facsimile transmission to the addresses/telephone numbers in this section below. Notices or communications shall be deemed given (a) in the case of transmittal by U.S. mail, on the date of receipt by the addressee; and (b) in the case of facsimile transmission, on the date the facsimile is sent.

Gainwell Technologies
Attn: Electronic Data Interchange (EDI) Solutions

Healthcare Portal Access User Account Agreement
550 High Street, Suite 1000
Jackson, MS 39201
Fax: (601) 359 - 6294
Email: ms_edi_helpdesk@gainwelltechnologies.com

6. **RECORDS AND AUDIT.** The User shall maintain, in accordance with their document retention policies and applicable law and regulation, but for a minimum of six (6) years, true and correct copies of any and all source documents from which they reproduce Data. DOM reserves the right to audit those records and security methods of User necessary to ensure

compliance with this Agreement, to ensure that adequate security precautions have been made to prevent unauthorized disclosure or, to verify the accuracy and authenticity of the services underlying any Electronic Data Interface transaction.

7. **TERM, TERMINATION and SUSPENSION.**

    a. This Agreement shall become effective upon execution, and shall remain in effect until terminated as provided below. User agrees that its ability to transmit, receive or otherwise electronically access or, except as provided in sec. 4. h., retain Data will cease if User or DOM terminates this Agreement.

    b. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice.

    c. Either party may terminate this Agreement immediately in the event of a material breach by the other party. A material breach shall include, but not be limited to, breach of any substantive term(s) of this Agreement, fraud, abuse, and/or failure to protect PHI. The terminating party may rescind notice of termination if the other party successfully cures the breach complained of to the terminating party's reasonable satisfaction. Each party may also temporarily suspend electronic communications under this Agreement to protect computer or data systems in cases of emergencies, or to perform maintenance. Each party agrees to minimize the frequency and duration of these temporary suspensions.

8. **AUTOMATIC AMENDMENT FOR REGULATORY CHANGES.** The parties recognize that this Agreement is subject to changes and amendments in the laws, regulations, and other lawful enactments or pronouncements and to the provision of any new legislation, regulations and case law affecting this Agreement. This Agreement will automatically amend to comply with any applicable statute, regulation, or amendment adopted by HHS or DOM, or applicable case law, concerning the subject matter of this Agreement upon the effective date of the statute, regulation, amendment, or court decision.

Any ambiguity in any term or condition of this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA.

9. **ACCURACY OF DATA.** DOM's sole liability to User or to any other person or entity in connection with DOM's responsibilities under this Agreement shall be to reprocess information supplied by User or duplicate information from a backup supplied by User upon DOM's request.

10. **INDEMNIFICATION.**

   a. The User hereby agrees to indemnify and hold DOM harmless from and against liability and costs, including attorney's fees that are created by any breach resulting from User's or acts of its employees, agents or workforce members.

   b. This section shall survive the termination of this Agreement.

11. **SURVIVAL OF PROVISIONS.** Any provision of this Agreement, which requires or reasonably contemplates the performance or existence of obligations by either party after the termination of the Agreement, shall survive such termination.

12. **NO ASSIGNMENT.** Neither this Agreement nor any right or interest herein may be assigned or transferred by either party in any manner, whether by operation of law or otherwise, without the prior written consent of the other party. Any purported assignment or transfer with the other party's consent shall be void. This Agreement shall otherwise be binding upon and shall inure to the benefit of the parties hereto, and each of their respective permitted successors and assigns.

13. **MODIFICATION.** DOM reserves the right to amend this agreement by publication on the registration site from time to time.

14. **NO WAIVER.** No course of dealing or any failure of either party to enforce the rights, terms, provisions or remedies of this Agreement in a given instance shall be construed as a waiver thereof, and either such party shall retain the right to thereafter insist upon the other party's compliance therewith on any subsequent occasion.

15. **FORCE MAJEURE.** Neither party shall be deemed to be in default of this Agreement if prevented from performing any obligation hereunder for any reason beyond its control, including but not limited to, Acts of God, war, civil commotion, fire, flood or casualty. In any such case, the parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder, to the extent reasonably practicable. It is agreed that financial inability shall not be a matter beyond a party's control.

16. **SEVERABILITY.** If any portion of this Agreement shall, for any reason, be determined by a court of law to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing those invalid or unenforceable provision(s), and the rights and obligations of each party shall be construed and enforced accordingly.

17. **RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement shall be construed as, or be deemed to create between the parties to this Agreement, a relationship of employer/employee or principal/agent or be construed to create a partnership, joint venture or agency relationship between DOM and User. Parties have no authority to represent each other as to any matters, except as expressly authorized in this Agreement. The relationship of the parties under this Agreement is limited to and subject in all respects to the express terms of this Agreement.

18. **CAPTIONS AND HEADINGS.** The captions and headings throughout this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

19. **GOVERNING LAW, JURISDICTION, AND VENUE.** The laws of the State of Mississippi shall govern the relationship of the parties and the construction, interpretation and performance of this Agreement and all transactions under it, except to the extent federal law preempts them. The state and federal courts in the State of Mississippi shall have exclusive jurisdiction over any proceeding arising from or related to this Agreement, and any action, suit or proceeding arising from or related to this Agreement shall be brought in the appropriate state or Federal court in Jackson, Mississippi.

20. **ENTIRE AGREEMENT.** This Agreement and any Manuals, any materials used to assist in transmitted or received data files, e.g.. TR3 Implementation Guides for each X12 transaction or State specific companion guide, job aids), Exhibits, Applications and Attachments thereto constitutes the entire Agreement between the Parties with respect to its subject matter except as expressly provided herein. The provisions of this Agreement supersede all prior oral or written quotations, communications, agreements and understandings of the Parties with respect thereto.

SIGNATURES. Clicking "Yes, I accept" constitutes a signature and your approval of this Agreement, including all terms and conditions listed therein.