



6. Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic transactions to or receiving electronic transactions from the other party.
7. Before initiating any transmission in HIPAA standard transaction format, and thereafter throughout the term of this agreement, the Trading Partner will cooperate with ODMRDD and ODMRDD's Business Associates (i.e., vendors who perform certain functions on ODMRDD's behalf) in such testing of the transmission and processing systems used in connection with Medicaid Billing Transactions as ODMRDD deems appropriate to ensure accuracy, timeliness, completeness, and security of each data transmission.
8. Each party is solely responsible for the preservation, privacy and security of data in its possession, including data in transmissions received from the other party and other persons. If either party receives from the other data not intended for it, the receiving party will immediately notify the sender to arrange for its return, re-transmission, or destruction, as the other party directs.
9. ODMR/DD may terminate this agreement with private providers if ODMR/DD determines that Trading Partner has violated any provisions of this agreement. In the event of a material breach of ODMR/DD or County Board's obligations under this agreement, the party which has breached, by a pattern or practice of non-compliance to HIPAA requirements, must take reasonable steps to cure the breach. If the breach has not been cured, then the party who has not breached must report the breach to the Secretary of the United States Department of Health and Human Services. A breach of a party's obligations under this agreement shall not affect any provision of this agreement which, by its wording or nature, is intended to remain effective and to continue to operate.
10. Termination or expiration of this Agreement between the parties does not relieve either party of its obligations under this Agreement and under federal and state laws and regulations pertaining to the privacy and security of electronic protected health information nor its obligations regarding the confidentiality of proprietary information.
11. The Trading Partner may authorize one or more intermediaries/agents or subcontractors to electronically send or receive ODMRDD Medicaid Billing data on its behalf. Every such intermediary must first be bound by written agreement with the Trading Partner to implement reasonable and appropriate safeguards to protect the electronic protected health information it receives from or on behalf of the Trading Partner and to comply with applicable law and regulations, with the current applicable ODMR/DD Companion Guide, and with the terms of this Agreement.

12. The Trading Partner agrees and represents that it will disclose its provider number, user logon, and any other means that enable ODMRDD data to be transmitted to or received from ODMRDD, only to intermediaries/agents or subcontractors with whom it has such agreements as required by Section 11 herein or to members of its workforce whom the Trading Partner has authorized to receive and transmit data on its behalf. The Trading Partner will be bound by and responsible for the acts and omissions of all such intermediaries/agents, subcontractors or members of its workforce in the exchange of electronic data with ODMRDD. The Trading Partner shall notify ODMRDD of any event, such as the termination of its relationship with a previously authorized employee, intermediary/agent or subcontractor, that may require action to foreclose submission and receipt of transactions by persons or entities no longer authorized by the Trading Partner to act on its behalf. Use of an intermediary/agent or subcontractor shall not relieve the Trading Partner of any risks or obligations assumed by it under this Agreement with ODMRDD, or under applicable law and regulations. The Trading Partner will bear all costs resulting from its use of intermediaries/agents or subcontractors.
13. The Trading Partner shall immediately report to ODMR/DD any security incident of which the Trading Partner becomes aware regarding any electronic protected health information or proprietary data that it or its intermediaries/agents or subcontractors creates, receives, maintains or transmits to ODMR/DD in the course of its Medicaid Billing Transactions. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Information system means an interconnected set of information resources under the same direct management control that shares a common functionality. An information system normally includes hardware, software, information, data, applications, communications, and people.
14. This Agreement shall take effect and be binding on the Trading Partner and ODMRDD when signed by the Trading Partner and ODMRDD.
15. The terms and conditions set forth in this Agreement constitute the entire understanding between the parties with respect to the matter contained herein and supersede all prior agreements and representations whether written or oral. This Agreement may not be modified except in writing signed by authorized representatives of both parties.
16. Miscellaneous Provisions
  - A. Pursuant to Ohio Revised Code Section 125.111, Trading Partner agrees that Trading Partner, any subcontractor of Trading Partner, and any person acting on behalf of Trading Partner or any subcontractors of Trading Partner, will not discriminate, by reason of race, color, religion, sex, age, handicap, national origin, or ancestry against any citizen of Ohio in the employment of any person qualified and available to perform the work under this Agreement. Trading Partner further agrees that Trading Partner, any subcontractor of Trading Partner, and any person

acting on behalf of Trading Partner or any subcontractor of Trading Partner, shall not, in any manner, discriminate against, intimidate or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

- B. The obligations of the State of Ohio under this Agreement are subject to the determination by the Director of the Ohio Department of Mental Retardation and Developmental Disabilities that sufficient funds have been appropriated by the Ohio General Assembly to the Ohio Department of Mental Retardation and Developmental Disabilities for the purposes of this Agreement and to the certification of the availability of such funds by the Ohio Director of Budget and Management as required by Section 126.07 of the Ohio Revised Code.
- C. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect, leaving the remaining provisions intact.
- D. The Trading Partner understands and agrees, in entering into this Agreement, that it is not an employee of ODMRDD. The parties intend no employer/employee relationship. Trading Partner agrees that ODMRDD shall withhold no taxes from payments, and Trading Partner shall assume sole and entire responsibility for the payment of its taxes. Trading Partner further agrees to provide its own workers' compensation coverage.

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Trading Partner Authorized Signature  
[manual signature required – no facsimile]

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Printed Name of Person Signing Above

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Date	Phone	E- mail
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ODMRDD Authorized Signature  
[manual signature required – no facsimile]

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Printed Name of Person Signing Above

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Date

