

**MENTAL HEALTH ASSOCIATES, INC.  
TRADING PARTNER AGREEMENT  
INDIVIDUAL PRACTITIONER**

**THIS TRADING PARTNER AGREEMENT (TPA)** is made by and between Mental Health Associates, Inc., a Louisiana corporation (hereinafter referred to as “MHA”) and \_\_\_\_\_ (hereinafter referred to as “Trading Partner”), as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”). If Trading Partner is a provider participating in MHA’s network, this TPA is made an addendum to the Practitioner or Facility Agreement (Agreement) as of the Effective Date of this TPA.

**1. *General Provisions***

- 1.1. Scope: This TPA applies to electronic data submitted by Trading Partner or Trading Partner’s designated Agent (Agent) to MHA. This TPA does not replace or affect other agreements between Trading Partner and MHA.
- 1.2. Definitions: Terms will be as defined in this TPA, as defined in the companion guide, or as defined by 45 C. F. R. Parts 160 through 164, the Health Insurance Portability and Accountability Act (as may be amended from time to time, “HIPAA”) including, without limitation, the Standards for Electronic Transactions (as may be amended from time to time, “Standard Transactions”), and the Security Standards (as may be amended from time to time, “Security Standards”).
- 1.3. Compliance with Standard Transactions: Each party shall, and shall cause its applicable subcontractors and Agents, to comply with Standard Transactions including not entering into any agreements that:
  - 1.3.1. Change the definition, data condition, or use of a data element or segment in a standard,
  - 1.3.2. Add any data elements or segments to the maximum defined data set,
  - 1.3.3. Use any code or data elements that are either marked “not used” in the standard’s implementation specification or are not in the standard’s implementation specification(s),
  - 1.3.4. Change the meaning or intent of the standard’s implementation specification(s).
- 1.4. Logon ID: Trading Partner agrees to protect MHA’s logon ID(s) and password(s) from compromise, release, or discovery by any unauthorized person. Trading Partner acknowledges that only designated personnel shall be permitted to use the logon ID(s) and password(s). Trading Partner’s use of the logon ID(s) and password(s) constitutes an electronic signature that validates and authenticates the transmission.
- 1.5. Testing: Trading Partner and/or Agent shall cooperate with MHA in testing to ensure the accuracy, timeliness, completeness and confidentiality of data transmissions. MHA shall not be obligated to accept transactions unless it is satisfied that Trading Partner or Agent is capable of conducting Transactions in accordance with this TPA.
- 1.6. Charges: Each party shall be responsible for any and all costs associated with their compliance with any of the HIPAA requirements including Standard Transactions and Security Standards. MHA shall not be responsible for any costs or fees Trading Partner or Agent may incur by transmitting electronic transactions to, or receiving electronic transactions from, MHA.

- 1.7. Supplementary Specifications: Trading Partner or Agent, as applicable, will conform with the laws, rules, and regulations governing the MHNNet Electronic Data Transfer program as identified in this TPA or in the Companion Guide.
- 1.8. Records and Back-up Files: Each party shall maintain adequate backup files, electronic tapes or other sufficient means (“Files”) to recreate a data transmission for at least six (6) years from the data transmission’s creation date. Such Files will be subject to Section 2 of this TPA to the same extent as the original data transmission.
2. ***Confidentiality and Security***: The parties shall comply with the Security Standards and the confidentiality and protected health information requirements established by HIPAA.
  - 2.1. Each party will take reasonable care to ensure that the information submitted in each transaction is timely, complete, accurate and secure, and will take reasonable precautions to prevent unauthorized access to:
    - 2.1.1. Its own and the other party’s transmission and processing systems;
    - 2.1.2. The transmissions themselves; and
    - 2.1.3. The control structure applied to transmissions between them.
  - 2.2. Each party is solely responsible for the preservation, privacy and security of data in its possession, including data 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. Trading Partner will promptly notify MHA of any unlawful or unauthorized use or disclosure of PHI and will cooperate with MHA in the event that any litigation arises concerning the unlawful or unauthorized disclosure of use of PHI.
  - 2.3. Each party shall execute appropriate trading partner, and/or business associate agreements with those subcontractors or Agents that provide services involving maintenance, use or disclosure of Protected Health Information (PHI).
  - 2.4. If Trading Partner uses an Agent, Trading Partner is liable to MHA for any act, failure, or omission of Agent as though the act, failure or omission were that of Trading Partner.
3. ***Indemnification and Liability***
  - 3.1. Indemnification: Each party shall release, defend, indemnify and hold harmless the other party, its corporate subsidiaries, affiliates officers, directors, employees, agents, persons, firms, divisions, successors and assigns, against any and all liability, losses or damages, whether direct or indirect, to persons or property; claims; judgements; costs and reasonable attorney’s fees; legal action or potential for the same which may result from the first party’s improper use or unauthorized disclosure or use of data or PHI, or the other party’s information systems, in violation of this TPA. Each party assumes all liability for any damage, whether direct or indirect, to the data on the other party’s information systems, or to the systems themselves, caused by the unauthorized acts or omissions of the first party, or the unauthorized use of data by that party, its employees, agents or third parties who gain access to these systems through the acts or omissions of that party, its employees or agents.
  - 3.2. Limitation of Liability: Neither party shall be liable to the other party for damages caused by circumstance beyond its control, including, without limitation: “hackers” who gain access to the system or data in spite of a party’s compliant security measures, a major



If to Trading Partner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5.4. Amendment: Amendments to this TPA must be in writing and executed by both parties.
- 5.5. Automatic Amendment for Regulatory Compliance: This TPA will automatically amend to comply with any final regulation or amendment to a final regulation for HIPAA or any relevant federal or state law.
- 5.6. Captions and Headings: Captions and headings throughout this TPA are for convenience and reference only and shall not be construed to be part of the binding provisions of this TPA.
- 5.7. Severability: If any clause, sentence, provision or other portion of this TPA is or becomes, illegal, null and void, unenforceable, or is held by a court of competent jurisdiction to be so, the remainder of this TPA shall remain in full force and effect.
- 5.8. Assignment: This TPA shall be binding upon Trading Partner and MHA and is not assignable; provided, however, MHA may assign this TPA to an affiliate, which is defined as any company owned by MHA, under common ownership with MHA or any subsidiary of a company under common ownership with MHA.

IN WITNESS WHEREOF, the parties hereto have entered into this Trading Partner Agreement as of the date signed below:

Mental Health Associates, Inc.

Trading Partner

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Social Security Number/Federal Tax ID Number(s)  
\_\_\_\_\_  
\_\_\_\_\_

(Note: This TPA is for one practitioner. Practitioner may list all the Federal Tax ID Numbers or Social Security Number under which they do business)

For quick processing, TPA may be faxed to 512-340-4295. Original hard copy must be sent to Mental Health Associates for signature. Send hard copy to Provider Relations, Mental Health Network, Inc., PO Box 209010, Austin, TX 78720.

**ATTACHMENT A: INDIVIDUAL PRACTITIONER Account Set-Up Form**

Please complete the following form to establish or update your Trading Partner account with Mental Health Associates/Mental Health Network.

Date: \_\_\_\_\_  
Name of person completing this form: \_\_\_\_\_

New Request                       Change/Update Information

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Trading Partner Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

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Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

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Type of Business:     Individual Practitioner                       Other \_\_\_\_\_

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Billing Address(es)

SSN/Tax ID: \_\_\_\_\_

Tax ID: \_\_\_\_\_

Tax ID: \_\_\_\_\_

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**Individual Practitioner Set-Up Form**

***Federal Tax Identification***

Please identify the Social Security Number and/or Federal Tax ID Number(s) under which the practitioner will submit claims.

SSN or TIN(s) _____	? Add	? Delete
_____	? Add	? Delete
_____	? Add	? Delete

**W-9:** MHNNet must have a valid W-9 on file for each active SSN/TIN number.

A logon will be assigned to the practitioner only. The practitioner may choose to allow a staff member or Agent to use the logon, however the practitioner remains responsible for upholding the terms and conditions of this TPA.

Add/Change/ Remove.	Effective Date	Logon*	Password*

\*Logon and password each need to be between 8-15 characters in length and contain both letters and numbers. Each individual/entity must have a unique logon. Password does not have to be unique.

To facilitate the creation of or updates to this account, please fax or mail these forms to:

Provider Relations, 512-340-4295

Or send hard copy to Provider Relations, Mental Health Network, Inc., PO Box 209010, Austin, TX 78720.

A New account cannot be created until a signed Trading Partner Agreement has been received by MHA.