



TRANSACTION STANDARD TRADING PARTNER AGREEMENT/ADDENDUM

This Trading Partner Agreement (“TPA”) is entered into between HP Enterprise Services (“HP”), as an agent for the Connecticut Department of Social Services (“DSS”) and _____, a Billing Agent, a Health Care Clearinghouse or a Provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 162 (“Trading Partner”). If the Trading Partner is a Provider participating in the Connecticut Medical Assistance Program, this TPA is made an addendum to the Provider Enrollment Agreement on this ___ day of _____, 2011.

WHEREAS, the Trading Partner agrees to perform certain functions or activities that are subject to certain transaction standards;

WHEREAS, the Trading Partner agrees to conduct these transactions according to the limitations set forth in this TPA;

NOW, THEREFORE, HP and the Trading Partner agree as follows:

ARTICLE I. Definitions

- 1.1 **Billing Agent:** A Billing Agent is an entity that has a contract with a Provider(s) to submit claims to HP on behalf of a Provider(s).
- 1.2 **Connecticut Medical Assistance Program:** The Connecticut Medical Assistance Program includes the following programs: Title XIX of the Social Security Act (“Medicaid”); the Connecticut Pharmaceutical Assistance Contract to the Elderly and Disabled Program (“ConnPACE”); the Connecticut AIDS Drug Assistance Program (“CADAP”); and State-Administered General Assistance Program (“SAGA”).
- 1.3 **HHS Transaction Standard Regulation:** The HHS Transaction Standard Regulation means the Code of Federal Regulations at Title 45, Parts 160 and 162.
- 1.4 **Health Care Clearinghouse:** The Health Care Clearinghouse has the same meaning as the term “Health care clearinghouse” as defined in 45 C.F.R. §160.103.
- 1.5 **Individual:** The Individual is the person who is the subject of the PHI and has the same meaning as the term “individual” as defined in 45 C.F.R. §164.501.

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- 1.6 **Parties:** The Parties are HP and the Trading Partner.
 - 1.7 **Protected Health Information:** Protected Health Information (“PHI”) has the same meaning as the term “protected health information” as defined in 45 C.F.R. §164.501.
 - 1.8 **Provider:** The Provider is an individual, entity or facility that has an approved Provider Enrollment Agreement with DSS.
 - 1.9 **Provider Enrollment Agreement:** The Provider Enrollment Agreement is the agreement entered into between DSS and Providers participating in the Connecticut Medical Assistance Program.
 - 1.10 **Standard transaction:** Standard transaction (“Standard”) means a transaction that complies with the applicable standard adopted by 45 C.F.R. Part 162.
 - 1.11 **Transactions:** Transactions means the transmission of information between two entities to carry out financial or administrative activities related to health care, as defined in 45 C.F.R. §160.103.

ARTICLE II. Term

The term of this TPA shall commence as of _____(the “Effective Date”).

ARTICLE III. Trading Partner Obligations

The Trading Partner agrees to the following:

- 3.1 Trading Partner hereby agrees that it will not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation (45 C.F.R. § 162.915(a)).
- 3.2 Trading Partner hereby agrees that it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 C.F.R. §162.915(b)).
- 3.3 Trading Partner hereby agrees that it will not use any code or data elements that are either marked “not used” in the Standard’s implementation specifications or are not in the Standard’s implementation specifications. (45 C.F.R. §162.915(c)).
- 3.4 Trading Partner hereby agrees that it will not change the meaning or intent of any of the Standard’s implementation specifications. (45 C.F.R. §162.915(d)).

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- 3.5 Trading Partner hereby understands and agrees to submit Connecticut Medical Assistance Program-specific data elements in accordance with the Connecticut Medical Assistance Program Specific Billing Guides, to the extent that the Connecticut Medical Assistance Program-specific data elements do not change the meaning or intent of any of the Standard's implementation specifications (45 C.F.R. §162.915(d)) or do not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Regulation (45 C.F.R. §162.915(a)).
- 3.6 Trading Partner who is a Provider hereby agrees to adequately test all business rules appropriate to its types and specialties. Trading Partner who is a Billing Agent or a health care clearinghouse hereby agrees to adequately test all business rules appropriate to each and every provider type and specialty for which it provides billing or health care clearinghouse services.
- 3.7 Trading Partner agrees to cure Transactions errors or deficiencies identified by HP, and Transactions errors or deficiencies identified by a Provider if the Trading Partner is acting as a Billing Agent or a health care clearinghouse for that Provider. When Trading Partner is a Billing Agent or a health care clearinghouse, Trading Partner agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers to which they provide services as a Billing Agent or a health care clearinghouse.
- 3.8 Trading Partner agrees and understands that, from time to time, the federal Department of Health and Human Services ("HHS") may modify and set compliance dates for its Standards. Trading Partner agrees to incorporate by reference into this TPA any such modifications or changes. (45 C.F.R. §160.104).
- 3.9 Trading Partner and HP understand and agree to keep open code sets being processed or used in this TPA for at least the current billing period or any appeal period, whichever is longer. (45 C.F.R. §162.925(c)(2)).
- 3.10 Trading Partner agrees to meet all state and federal laws and regulations pertaining to confidentiality, privacy, and security that are applicable to the Parties and to maintain and safeguard, in accordance with all state and federal laws and regulations, the confidentiality of DSS clients' personal, financial and medical information.
- 3.11 Trading Partner who is a Provider agrees that this TPA is an addendum to, and shall not supersede, any of the provisions contained in its Provider Enrollment Agreement. Trading Partner who is a Billing Agent agrees that this TPA is an addendum to, and shall not supersede, any of the provisions

contained in the Provider Enrollment Agreements for the Providers for which it submits Transactions to HP.

ARTICLE IV. Transactions

Standards

Selected ASC X12N standards include, as applicable, all data dictionaries, segment dictionaries and transmission controls referenced in those standards, but include only the Transaction Sets listed in the Documents section below.

Documents

Trading Partner will send to HP the following documents:

Transaction Set No.	Document Name/Description	Version Release	Transactions sent by Trading Partner (Yes/ No)
837	Health Care Claim: Institutional	<u>4010A1</u>	_____
837	Health Care Claim: Professional	<u>4010A1</u>	_____
837	Health Care Claim: Dental	<u>4010A1</u>	_____
270	Health Care Eligibility Benefit Inquiry	<u>4010A1</u>	_____
276	Health Care Claim Status Request	<u>4010A1</u>	_____
834	Benefit Enrollment and Maintenance	<u>4010A1</u>	_____
278	Prior Authorization	<u>4010A1</u>	_____
NCPDP	Pharmacy	<u>5.1</u>	_____

Number of Providers for which you bill _____

Estimated Claim Volume per Month _____

Expected Frequency of Claim Submission _____

HP will be sending the following documents to the Trading Partner:

Transaction Set No.	Document Name/Description	Version Release	Transactions received by Trading Partner (Yes/No)
820	Payroll Deducted and Premium Payment	<u>4010A1</u>	_____
834	Benefit Enrollment and Maintenance	<u>4010A1</u>	_____
835	Health Care Claim Payment/Advice	<u>4010A1</u>	_____
271	Health Care Eligibility Benefit Response	<u>4010A1</u>	_____
277	Health Care Claim Status Response	<u>4010A1</u>	_____
278	Prior Authorization Response	<u>4010A1</u>	_____
NCPDP	Pharmacy	<u>5.1</u>	_____
997	Functional Acknowledgment	<u>4010A1</u>	<u>Yes</u>

Guidelines

HIPAA Health Insurance Portability and Accountability Act

In the event of any conflict, HIPAA standards and Implementation Guidelines shall control.

ARTICLE V. Termination

This TPA shall remain in effect until terminated by either party with not less than thirty (30) days prior written notice to the other Party. Such notice shall specify the effective date of termination. In the event of a material breach of this TPA by either Party, the nonbreaching Party may terminate the TPA by giving written notice to the breaching Party. The breaching Party shall have thirty (30) days to fully cure the breach. If the breach is not cured within thirty (30) days after the written notice is received by the breaching party, this TPA shall automatically and immediately terminate.

With the approval of DSS, this TPA will be terminated if DSS requests HP to stop processing claims for the Trading Partner or the contract between HP and DSS expires or terminates.

ARTICLE VI. Assignment of the TPA

This TPA is binding on the Parties hereto and their successors and assigns, but neither Party may assign this TPA without the prior written consent of the other, which consent shall not be unreasonably withheld.

ARTICLE VII. Providers Covered by this TPA

The Trading Partner is submitting Transactions for the Providers listed below. If space is necessary for additional Providers, please make copies of Article VII and submit with the TPA. The HP Web User ID was formerly known as the Medicaid Provider number and can be found in the “Remittance Advice/Client Eligibility Verification” letter issued upon successful enrollment into the Connecticut Medical Assistance Program.

HP Web user ID	Provider Name
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____

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18. _____
19. _____
20. _____

ARTICLE VIII. Contact Information for the Parties

HEWLETT-PACKARD

195 Scott Swamp Road
Farmington, Connecticut 06032

TRADING PARTNER

Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

E-Mail Address: _____

IN WITNESS WHEREOF, HP and Trading Partner have caused this TPA to be signed and delivered by their duly authorized representatives as of the date set forth above.

HEWLETT-PACKARD

By: _____

Print Name: Greg Jackson

Title: Account Manager

Date: _____

TRADING PARTNER

By: _____

Print Name: _____

Title: _____

Date: _____

DO NOT FAX

**Please mail this certification to the following
address:**

**HP
Attn: EDI Unit
P.O. Box 2991
Hartford, CT 06104**