



STATE OF TENNESSEE
DEPARTMENT OF HEALTH
BUREAU OF HEALTH INFORMATICS
6th FLOOR CORDELL HULL BUILDING
425 5TH AVENUE NORTH
NASHVILLE, TENNESSEE 37247

Trading Partner Agreement

The Tennessee Department of Health, (hereinafter referred to as “TDH”), and Provider Name:

(hereinafter referred to as “Trading Partner”), enter into this Agreement.

Article I. Purpose

This Electronic Trading Partner Agreement (TPA) provides the terms and conditions which govern the registration and conduct of Electronic Data Interchange (EDI) Transactions, in the performance of obligations under a Contract with TDH.

Article II. Parties

2.01 Tennessee Department of Health
Cordell Hull Building
425 5th Avenue North
Nashville, TN 37247

2.02 Trading Partner

Name: _____

Address: _____

Article III. General Provisions

3.01 Term of Agreement

- (a) The term of this Agreement shall be from the Effective Date through midnight June 30, 2010. A new agreement may be renewed and executed on an annual basis, at the option of the parties and may be subject to altered terms.

- (b) Changes to this Agreement shall be executed by July 1 of each calendar year. Trading Partners lacking an approved agreement on file will be suspended from operations starting at midnight on June 30 continuing until such time that an agreement is executed.
- (c) This Agreement may be terminated by either party by giving at least thirty (30) days advanced written notice to the other party. Any provisions required by State or Federal statute shall survive the expiration, cancellation, or termination of this Agreement.

3.02 Assignment

- (a) Trading Partner shall not sell, transfer, assign or dispose of this Agreement, in whole or in part, or any right, title or interest therein, to any other party without the express written consent of TDH. Such consent, if granted, shall not relieve Trading Partner of its obligations under the Agreement.
- (b) In the event a billing service is used, identify your EDI submitter in Exhibit I of this agreement. The Trading Partner hereby certifies that the billing service is authorized to submit claims on the Trading Partner's behalf using Electronic Media. The Trading Partner agrees that if the billing agreement with the billing service is terminated, the Trading Partner will immediately report the termination in writing to TDH and a new EDI submitter form shall be submitted to the department. The Trading Partner must complete a new security agreement and testing cycle when making a change from one billing service to another.

3.03 Modifications

This Agreement contains the entire agreement of the parties and supersedes any previous understanding, commitment or agreement, oral or written, concerning the subject matter hereof, all of which are hereby incorporated. Any change to this Agreement will be effective only when set forth in writing and executed by the parties.

Article IV. Scope of Work

- 4.01 **System Access.** TDH agrees to provide Trading Partner with telecommunication access to and transfer of this information via Trading Partners' network to and from authorized TDH providers, or their authorized designee's computer system for purposes of transmitting TDH transactions.
- 4.02 Prior to the submission of any transactions to the TDH production system, Trading Partner agrees to submit test transactions to TDH for the purpose of determining that the transactions comply with all requirements and specifications required by TDH.
- 4.03 Successful testing certification must be achieved for each provider number that the Trading Partner represents before production claim submission for that

provider. No electronic transaction received by TDH for providers without certification will be processed.

- 4.04 The parties agree that TDH will make the sole determination that test data is acceptable. This capability to submit test transactions will be maintained by Trading Partner throughout the term of this Agreement.
- 4.05 Trading Partner agrees to submit to the TDH only those individual transaction types for which specific approval from TDH has been requested and received via the Electronic Data Interchange (EDI) Request Form in Exhibit II of this agreement. Prior to the submission of any additional transaction types to the TDH production system, or as a result of making changes to an existing transaction type or system, Trading Partner agrees to submit test transactions to TDH for both the additional and any previously approved transaction types.
- 4.06 Trading Partner agrees that the TDH data transmitted by it will be released only to the authorized party requesting information that has a signed contract with Trading Partner.
- 4.07 Data Submission
- a The TDH shall allow Trading Partner to prepare and submit data using secured FTP, 3.5" diskette, Compact Disk (CD) or Email. Additional transmission protocols as authorized by TDH may occur from time to time.
 - b An ASCII format is expected for all transmissions that are not NDM based.
 - c Data submitted to TDH should be encrypted and protected by an agreed upon password.
 - d FTP line Speed. Trading Partner agrees to provide a minimum line speed of 56 KBS on a dedicated, secure channel from the Trading Partner data center to the TDH facility. Trading Partner equipment must encrypt all data transmissions end-to-end and maintain full compatibility with TDH equipment. Trading Partner is free to choose type of channel and ultimate speed above 56 KBS. The Trading Partner must coordinate with TDH any equipment changes to ensure the changes will be compatible with the installed equipment at the TDH facility. Trading Partner must coordinate with TDH any equipment changes to ensure the changes will be compatible with the installed equipment at the TDH facility. Trading Partner is responsible for all costs including installation costs, equipment, and line charges.
- 4.08 Network Connectivity Acceptable Use Agreement

Trading Partner shall execute a Network Connectivity Acceptable use Agreement with the State of Tennessee (Exhibit IV).

Article V. Legal Compliance

- 5.01 Trading Partner agrees to comply with all State and Federal laws, regulations, and policies as they exist or as amended that are or may be applicable to this Agreement.

Article VI. Payment Policies

- 6.01 The Trading Partner certifies that all services for which reimbursement will be claimed shall be provided in accordance with all federal and state laws pertaining to the TDH Programs, and that all charges submitted for services and items provided shall not exceed Provider's usual and customary charges for the same services and items provided to persons not entitled to receive benefits under the TDH Program.
- 6.02 The Trading Partner understands that any payments made in satisfaction of claims submitted through Electronic Media will be delivered from federal and state funds and that any false claims, statements or documents, or concealments of a material fact may be subject to prosecution under federal and state law.
- 6.03 The Provider shall allow the TDH access to claims data and assures that claims data will be submitted by authorized personnel so as to preclude erroneous payments received by the Provider regardless of the reason for such erroneous payments.

Article VII. HIPAA Guidelines for Electronic Transactions

- 7.01 The TDH has adopted the HIPAA transaction standards and has created companion documentation to assist in conducting electronic transactions with TDH. The ASC X12 and NCPDP standards required by HIPAA regulation are formulated to minimize the need for users to reprogram their data processing systems for multiple formats by allowing data interchange through the use of common interchange structures.
- 7.02 The HIPAA implementation guides provide assistance in developing and executing the electronic transfer of health encounter and health claim data. Payers are required by law to have the capability to send/receive all HIPAA transactions, if they use any electronic format.

Article VIII. HIPAA Transactions

- 8.01 All TDH specific information can be found in the TDH HIPAA Companion Guide, which is a de facto part of this Trading Partner Agreement. The TDH HIPAA Companion Guide is a multi-part document that can be accessed from the TDH website http://www2.state.tn.us/health/HIPAA/HIPAA_info.htm or provided by e-mail via written request.

- 8.02 276/277 Health Care Claim Status – Transaction Standard for Health Care Claim Status and Response – This transaction is used by the FFS provider to get the status of a claim.
- 8.03 835 Remittance Advice – Transaction Standard for health Care Payment and Remittance Advice - This transaction is used by FFS providers to receive an electronic remittance advice.
- 8.04 837 Professional – Transaction Standard for Health Care Claims or Equivalent Encounter Information: Professional – This transaction is used to submit professional claims from providers and encounter data information.
- 8.05 837 Dental – Transaction Standard for Health Care Claims or Equivalent Encounter Information: Dental - This transaction is used to submit dental encounter data from the Dental providers.
- 8.06 837 Institutional – Transaction Standard for Health Care Claims or Equivalent Encounter Information: Institutional - This transaction is used to submit institutional claims from providers and encounter data information.
- 8.07 NCPDP Batch Standard Version 1.1 – Transaction Standard for Health Care Claims or Equivalent Encounter Information: Pharmacy - This transaction is used to submit retail pharmacy crossover claims from the DMERC and encounter data information from the Pharmacy.

Article IX. Electronic Data Interchange (EDI) Request Form

- 9.01 The EDI Request Form, Exhibit II of this agreement, outlines all transactions used between TDH and the Trading Partner including HIPAA transactions and proprietary formats. For most proprietary formats, the transaction name is sufficient identification information; however, a file format and/or additional clarification data for any proprietary format may be appended to the EDI Request Form, if needed.
- 9.02 Updates to the EDI Request Form may be made at any time by mutual agreement of both parties. Each update of the EDI Request Form supersedes all prior versions. Therefore, each EDI Request Form must contain all transactions between both parties.
- 9.03 All transactions received by TDH may receive a 997 acknowledgement regardless of their HIPAA status.
- 9.04 Each Trading Partner has the option to send back to TDH 997 acknowledgement transactions on all formats. The Trading Partner must indicate their acknowledgement intent for every transaction on the EDI Request Form.

- 9.05 Any transaction, per the Trading Partner Agreement, requiring an acknowledgement back to TDH where an acknowledgement is not received, will result in a transmission re-send before the next update cycle is processed.
- 9.06 The “Transaction Frequency” column should contain the anticipated normal frequency of this transaction. Anticipated values are “D” for daily, “W” for weekly, “S” for semi-monthly, “M” for monthly, “Q” for quarterly, “A” for annually, “R” for on-request, “O” for other. Multiple indicators may be used for a transaction that has multiple processing cycles.
- 9.07 The “Transaction Source” column should contain the origination source for the transaction. For transactions that come from TDH, this column is already filled in with “TDH”. For transactions from the Trading Partner, “TP” may be used. For transactions created by a third party for the Trading Partner, enter the third parties name.
- 9.08 The trading partner access person column should contain the name(s) of all individuals listed on the Security Forms below that will be accessing the given transaction.
- 9.09 The blank transaction rows on the request form are for proprietary file formats. Each production file sent between TDH and the Trading Partner should be represented on this form. Trading Partners that have multiple sources for a given transaction should include the file once for each source.
- 9.10 Each trading partner will have a unique TDH submitter ID. The submitter ID will be based upon tax ID - EIN or SSN – since the tax ID is already a required identifier on many HIPAA transactions. The assigned submitter ID must be used on all HIPAA transactions. The submitter ID will be used as the receiver ID for transactions that originate from TDH.
- 9.11 The Trading Partner may provide a GS02 sender code on the EDI Request form. This code will be used as the GS03 receiver code for transactions originating from TDH. A default value of the Trading Partner’s submitter ID will be used if a value is not specified.

Article X. Security Form

- 10.01 For secured FTP transmission a secure user name and password will be provided by TDH.
- 10.02 Two signed copies of all completed security forms must be mailed to TDH Security Manager at the TDH address above. All forms must be completed as accurately as possible.
- 10.03 After processing your forms, TDH will countersign and return one copy of the forms for your files, along with your pertinent sign-on information.

10.04 See Exhibit III for Security Form.

Article XI. Right to Suspend Operations

If, at any time during this Agreement, TDH determines that the best interest of TDH would be served by temporarily suspending all processing operations, or any part thereof, or payments to providers, such suspension shall be communicated by TDH providing Trading Partner with a written notice to that effect. Trading Partner shall, immediately upon receipt of such notice, cease all processing operations for the period specified in such notice.

AGREEMENT EXECUTION:

Trading Partner

Signature

Name: _____

Title: _____

Date: _____

Tennessee Dept. of Health

th
425 5th Avenue North
Nashville, Tennessee 37247

Signature

Susan R. Cooper, MSN, RN

Commissioner

Date: _____

TRADING PARTNER AGREEMENT

Exhibit I – EDI Submitter

I, the Trading Partner signing this Application, by identifying my EDI Submitter below as the EDI Submitter, hereby request TDH's approval to register my EDI Submitter to prepare, process, submit, and receive my EDI Transactions with TDH. I authorize my EDI Submitter to take the following actions on my behalf (mark those that apply):

- Request and obtain Third Party Testing with TDH for my Registered Transactions.
- Request and obtain business-to-business testing with TDH for my Registered Transactions.
- Submit a request for approval to conduct my Registered Transactions.
- Submit updates of EDI Submitter Information on this Authorization form.
- Submit updates of the EDI Registration Form.
- Request password and log-on information for my Registered Transactions.
Conduct my Registered Transactions.

I understand that authorization to act as EDI Submitter and to register EDI Transactions will not be effective until approved by TDH.

Provider/Clinic/Agency Name (print): _____
Provider/Clinic/Agency Phone Number: _____
Authorized Provider/Clinic/Agency Signature: _____
TDH Contract or Provider Identification
Number(s): _____
Federal Taxpayer Identification
Number: _____
Date: _____

EDI Submitter Information:

EDI Submitter Legal Entity Name:

EDI Submitter Contact Individual:

Address:

Telephone: _____ FAX: _____ Email: _____

EDI Submitter Federal Tax ID Number:

TDH EDI Submitter Number (if available):

Type of X-12 Submission:

___ 837- P Professional

___ 837- I Institutional

___ NCPDP Batch Standard Version 1.1

___ 837- D Dental.

___ 276 Claim Status Request

___ 277 Claim Status Response

NOTE: If Trading Partner will be acting as its own EDI Submitter, insert Trading Partner's name and information in the "EDI Submitter Information" section. If Trading Partner will be acting as its own EDI Submitter, STOP HERE.

If Trading Partner will be using an Agent as its EDI Submitter, each EDI Submitter shall sign the following Certification. Failure to include this Certification will result in a rejection of registration of the EDI Submitter.

EDI Submitter Certification Conditions

I, EDI Submitter, agree to and certify as follows:

1. All Data I submit to TDH on behalf of Trading Partner is a true and correct representation of the Source Data received from Trading Partner.
2. I understand that I may be prosecuted under applicable federal and state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying Data system input, other acts of misrepresentation, or conspiracy to engage therein.
3. I will maintain Data Transaction information for seven years from the date of the service and be able to reproduce claims for resubmission or audit upon request by TDH.
4. I will only take such actions that are authorized in the Application or by Change Request by the Trading Partner with respect to Trading Partner's Registered EDI Transactions.
5. Before billing for any services or conducting a Transaction, I will review and fully comply with all federal and state laws and regulations applicable to the services and to the Registered transactions.
6. I will allow, upon request, and at a reasonable time and place, authorized federal or state government agents to inspect and copy any records I maintain on the services provided and billed on behalf of Trading Partner.

EDI Submitter Certification:

I certify that I am authorized by the Trading Partner identified herein to submit Registered EDI Transactions to TDH. Failure of the EDI Submitter to agree to or to comply with these Certification Conditions shall result in denial or termination of EDI Submitter registration by TDH. My signature below signifies agreement to these EDI Submitter Certification Conditions.

EDI Submitter Name and Title:

Phone number:

EDI Submitter Signature:

Date:

TDH EDI Submitter Number (if available):

TRADING PARTNER AGREEMENT

Exhibit II – TDH EDI Request Form

Select one: New EDI Submitter Existing EDI Submitter (Submitter ID _____)

Trading Partner Name: _____ Tax ID: _____

Sender Code: _____

Contact Person: _____ Contact Telephone: (____) _____

Contact Email Address _____

Primary Submission Method: FTP CD Diskette Email

Method of Encryption Tool, including version _____

Indicate **ALL** transactions to be used between TDH and this Trading Partner:

Transaction Name	Used (Y/N)	997 Ack (Y/N/NA)	Transaction Frequency	Transaction Source	Trading Partner Access Person(s)
276 Claim Status Request					
277 Claim Status Response				TDH	
835 Claims Remittance Advice				TDH	
837D Dental Claims					
837 I Institutional Claims					
837 P Professional Claims					
NCPDP Batch Standard Version 1.1					

Form Completed By _____ Signature _____ Title _____ Effective Date _____

Return Completed forms to TDH at the above address or fax to (615) 532-1886.

TDH area:

Form processed by: _____ Date: _____ ID assigned or verified: _____

Comments: _____

**STATE OF TENNESSEE
COMPUTER ACCESS
SECURITY AGREEMENT**

I hereby acknowledge receipt of my computer access code(s) and my use of them demonstrates my agreement to the following guidelines:

1. I shall maintain confidential all computer information and resources to which I have access or control.
2. I shall take appropriate measures to safeguard and protect the information and computer resources of the State that are made available to me against unauthorized disclosure and/or use.
3. I shall use the information and computer resources only for authorized State business and not disclose any information or documentation obtained from, or pertaining to, the State's computer system(s) to any third party, except in the routine lawful conduct of the State's business.
4. I shall be accountable for and accept full responsibility for all transactions performed using my computer access codes.
5. I shall maintain all computer access codes in the strictest of confidence; immediately change them if I suspect that their secrecy has been compromised and report suspected misuse to the respective Security Administrator.
6. I shall comply with the State of Tennessee Network Connectivity Acceptable Use Agreement.

I have read and agree to comply with the guidelines set forth above.

I understand that willful violation of, or disregard for, any of these guidelines may result in disciplinary action set up to and including the termination of my employment, termination of my business relationship with the State of Tennessee and possible prosecution under the provisions of the Computer Crimes Act as cited at TCA §§ 39-14-601 et seq.

Type or Print Name

Entity Name

Signature

Date

**JUSTIFICATION
FOR
TDH ACCESS**

Access is needed by _____
(Trading Partner Name)

to perform job responsibilities as a Trading
Partner with TDH.

Justification: To conduct all Trading Partner Agreement transactions specified in the EDI Request Form with TDH. The indicated HIPAA transactions are required by Federal regulations.

Phone No: _____

Type of Access Required:

____ **Secured FTP (Transmitting Claims)**

(Manager Approval) (Date)