



TRADING PARTNER AGREEMENT COVER LETTER

A Trading Partner Agreement (TPA) is a document that is required to be completed for any entity that is transmitting or receiving HIPAA compliant X12 Electronic Transactions with Partners Behavioral Health Management. An entity could be a Provider, Clearinghouse, or Billing Agency. The Trading Partner Agreement must contain original signatures and mailed along with this completed cover letter to the following address:

Partners Behavioral Health Management
901 South New Hope Road
Gastonia, NC 28054
Attn: IT Department

The following information is requested to process your TPA:

- Trading Partner Name: _____
- Current Log On ID (if applicable): _____
(If you are a Partners' System user, what is your current log on ID?)
- Provider Number(s): _____
(If more than one, attach a sheet with provider name and number)
- Software Name: _____
- Vendor Name: _____
- Vendor Contact Person: _____
- Vendor Contact Phone Number: _____

For any questions regarding the completion of this cover letter and the attached TPA, please contact the Partners IT Department Helpdesk at (704)842-6431.

CORPORATE OFFICE:
901 South New Hope Rd.
Gastonia, NC 28054

ELKIN REGIONAL OFFICE:
200 Elkin Business Park Dr.
Elkin, NC 28621

HICKORY REGIONAL OFFICE:
1985 Tate Blvd. SE, Suite 529
Hickory, NC 28602

I. **General**

This agreement effective on _____, (the "Effective Date") is between Partners Behavioral Health Management with offices located at 901 S. New Hope Rd. Gastonia, NC 28054 and the Electronic Data Interchange (EDI) Partner identified in paragraph 'A' below:

A. Company Name: _____

1. Address:

2. Contact Name:

3. Contact Telephone Number:

4. Contact Fax Number:

5. Contact E-mail Address:

II. **Purpose**

A. This agreement outlines the requirements for the transfer of electronic health care information between the EDI Partner named in paragraph I, A, (above) and Partners Behavioral Health Management.

B. The EDI Partner is in the business of submitting said electronic transactions on behalf of itself or provider(s).

C. The exchange of information is for the purpose of allowing providers to conduct electronic transactions through the EDI Partner for health care services provided to beneficiaries of the Partners Behavioral Health Management. This agreement provides for the exchange of information between these parties necessary for the processing of such transactions. These transactions must be in accordance with the American National Standards Institute (ANSI) accredited standards and in compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, CFR 45 Parts 160 and 162, Standards for Electronic Transactions, published in the Federal Register August 17, 2000.

- D. The EDI Partner is prohibited from transferring electronic health care information received from Partners Behavioral Health Management for any purpose not expressly permitted by or related to paragraphs II, A,B, and C above.

III. **Provisions of the Agreement**

- A. The EDI Partner agrees to follow the DMA and DMH/DD/SAS billing guidelines as provided to providers for the submission of Health Care Claim Transactions.
- B. All transactions must be formatted in accordance with the HIPAA Implementation Guides available at <http://www.wpc-edi.com/hipaa>. Partners Behavioral Health Management will provide companion guides for the transactions, which specify certain situational data elements. HIPAA transactions to be exchanged between EDI Partner and Partners Behavioral Health Management are identified in Appendix A, Transaction Sets.
- C. The EDI Partner must complete testing for each of the transactions it will implement and shall not be allowed to exchange data with Partners Behavioral Health Management in production mode until testing is satisfactorily passed as determined by Partners Behavioral Health Management. Successful testing means the ability to successfully pass HIPAA compliance checking and to process electronic healthcare information transmitted by EDI Partner to Partners Behavioral Health Management. Partners Behavioral Health Management will accept certification from any third-party testing and certification entity that has been identified by the Workgroup for Electronic Data Interchange, Strategic National Implementation Process (WEDI/SNIP) in lieu of an EDI Partner being tested by Partners Behavioral Health Management.
- D. The EDI Partner warrants and represents that it has a legally binding contract between itself and all providers for whom it is submitting data or that the EDI Partner is itself a provider authorized to submit claims and receive health care information for beneficiaries who have coverage for services by Partners Behavioral Health Management. The EDI Partner shall indemnify and hold Partners Behavioral Health Management harmless from any claim, actions, or costs that result from a breach or threatened breach of this warranty and representation.
- E. Partners Behavioral Health Management and the EDI Partner will protect the health care information contained in the exchange of information by means of both physical and electronic security measures.
 - 1. Each entity will control access to its physical locations so that only authorized personnel have access to the information.
 - 2. Each entity will utilize passwords in accordance with established procedures so that only authorized personnel have knowledge of those passwords. Upon departure of personnel

from employment, the EDI Partner will promptly or immediately notify Partners Behavioral Health Management so that a new password can be established.

3. Each party to this agreement will report to the other any violation of security and/or the release of protected information that is not in accordance with this Agreement.
- F. The following technical rules will be used for the transfer of electronic health information between the Parties:
1. The recommended delimiters for the inbound X12 transaction sets will be:
 - a. * Asterisk for data element separation
 - b. ^ Caret for sub-element separation
 - c. ~ Tilde for segment terminator
 2. The delimiters set by Partners Behavioral Health Management for the outbound X12 transaction sets will be:
 - a. * Asterisk for data element separation
 - b. ^ Caret for sub-element separation
 - c. ~ Tilde for segment terminator
 3. The Internet Protocol (IP) address for File Transfer Protocol (FTP) transfer can be found in Appendix B.
 4. The production sign-on procedures once connected to Partners Behavioral Health Management will be followed according to instructions issued by the Partners Behavioral Health Management Testing Coordinator after completion of successful testing or proof of third-party certification.
 5. Contact Information for testing and troubleshooting is contained in Appendix B.
- G. The transfer of electronic health information between the Parties shall occur as follows:
1. The EDI Partner will connect to the Partners Behavioral Health Management system and FTP files into its assigned directory.

2. Partners Behavioral Health Management will query directories on a recurring, daily, periodic basis and process the transactions as appropriate.
3. In response to the EDI Partner delivered message, Partners Behavioral Health Management will deliver to the assigned directory the appropriate response based on established processing schedules as outlined in Appendix A.

IV. Modification and Termination

- A. Except as otherwise provided herein, this Agreement may be modified or amended only by agreement of the parties, in writing, and executed with the same formality as this Agreement. The failure of either party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of any subsequent default of the same or similar nature.
- B. The parties agree to modify this Agreement to comply with changes to applicable federal and state regulations.
- C. Modifications to transaction set formats used to exchange Electronic Health Information between the EDI Partner and Partners Behavioral Health Management will only necessitate an update to Appendix A, and not the entire Agreement.
- D. Either party may terminate this Agreement without cause by providing the other party with 30 days written notice. The Agreement may be terminated immediately upon written notice if:
 1. A party fails to adhere to the proscribed and agreed upon formats.
 2. If it is determined that either Party is not using the exchanged information for the purposes provided for under this Agreement.
 3. Upon termination of Partners Behavioral Health Management contract, in whole or part, by NCDMA/NCDMHDDSAS.
- E. Binding Effect and Entire Agreement
 1. This agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein. Except as otherwise stated herein, all the provisions of this Agreement shall be binding upon the respective successors in interest to the parties.
 2. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement.

- F. Governing Law: this agreement shall be construed in accordance with and governed by the laws of the state of North Carolina regardless of the forum where it may come up for construction.

V. Confidentiality

- A. Each party agrees that during the term of this agreement and for a period of 3 years thereafter, such party shall use the same means it uses to protect its own confidential proprietary information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of both when:
1. Written information received from the other party which is marked or identified as confidential.
 2. Oral or visual information identified as confidential at the time of disclosure, which is summarized in writing and provided to the other party in such written form promptly after such oral or visual disclosure ("Confidential Information").
- B. The foregoing shall not prevent either Party from disclosing Confidential Information that belongs to such party or is:
1. Already known by the recipient Party without an obligation of confidentiality other than under this Letter Agreement.
 2. Publicly known or becomes publicly known through no unauthorized act of the recipient Party.
 3. Rightfully received from a third Party.
 4. Independently developed by the recipient party without use of the other party's Confidential Information.
 5. Disclosed without similar restrictions to a third party by the Party owning Confidential Information.
 6. Approved by the other Party for disclosure.
 7. Required to be disclosed pursuant to a requirement of a governmental agency or law so long as the disclosing Party provides the other Party with notice of such requirement prior to any such disclosure. Each Party represents that it has the right to disclose information that it has made and will make available to the other hereunder.

VI. Liability

Partners Behavioral Health Management liability to the EDI Partner for any damages arising out of or related to this Agreement, regardless of the form of action that imposes liability, whether in contract, equity, negligence, intended conduct, tort or otherwise, will be limited to and will not exceed, in the aggregate for all claims, actions, and causes of action of every kind and nature, the sum of 10 thousand dollars (\$10,000). In no event will the measure of damages payable by Partners Behavioral Health Management include, nor will Partners Behavioral Health Management be liable for any amounts for loss of income, profit, or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if such party has been advised of the possibility of such damages in advance, and all such damages are expressly disclaimed. No claim, demand, or cause of action that arose out of an event or events that occurred more than 2 years prior to the filing suit alleging a claim or cause of action may be asserted by either party against the other. The provisions of the paragraph VI will survive the expiration or termination of this Agreement for any reason.

VII. Definitions

- (a) Business Associate. “Business Associate” shall mean the EDI
- (b) Covered Entity. “Covered Entity” shall mean Partners Behavioral Health Management and/or the EDI
- (c) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and 164, subparts A and E.
- (d) Protected Information. “Protected Information” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (e) Required to be disclosed. “Required to be disclosed” shall have the same meaning as the term “required by law” in 45 CFR 164.501.

VIII. Term

The term of this Agreement shall commence on the Effective Date and continue in effect until terminated by either party upon 30 days prior written notice to the other party.

EDI Partner Signature

DATE

Partners Behavioral Health Management Signature

DATE

Appendix A, Transaction Sets

As initiated below by both parties, the following transaction sets are made part of the Trading Partner Agreement for health care transactions. All transactions are to be implemented in accordance with the HIPAA implementation guides. Partners Behavioral Health Management will provide companion documents for each of the transactions that the EDI Partner will exchange. As additional transaction sets are implemented each party will complete a new Appendix A indicating the transaction sets that are to be part of this agreement.

Health Care Transaction Sets:

_____ Professional Claim: ASC X12N 837 005010X222A1 – Health Care Claim: Professional

_____ Institutional Claim: ASC X12N 837 005010X223A2 – Health Care Claim: Institutional

_____ Health Care Payment and Remittance Advice: ASC X12N 835 005010X221A1 – Health Care Payment/Advice – to be provided in accordance with the published provider checkwrite schedule. Only paid and denied claims will be reported on the 835.

EDI Partner Signature

DATE

Partners Behavioral Health Management Signature

DATE

Appendix B, Partners Behavioral Health Management Communications and Contact Information

Method of Communication shall be through a secure FTP Communication.

Providers will submit their test 837 file by uploading it to Partners secure FTP site. Providers will need to contact Shawn King at (704) 842-6413 to obtain a user name and password and the FTP address. Once the format testing is complete, providers will be given their login credentials for their permanent FTP site inside of Alpha MCS.

Partners Behavioral Health Management Information for EDI questions and Trouble Shooting:

Partners Behavioral Health Management Helpdesk - (704)842-6431 or (704)842-6416 or e-mail helpdesk@partnersbhm.org. Shawn King - (704) 842-6413 or e-mail at sking@partnersbhm.org

Partners Behavioral Health Management Information for EDI Testing Assistance:

Partners Behavioral Health Management Helpdesk - (704)842-6431 or (704)842-6416 or e-mail helpdesk@partnersbhm.org. Shawn King - (704) 842-6413 or e-mail at sking@partnersbhm.org