



ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

ARTICLE I. PURPOSE

- 1.0 Hewlett Packard Enterprise (HPE) has developed, under the State of Rhode Island Medicaid Program, a paperless transaction system that will process Rhode Island Medicaid Program electronic transactions submitted through the designated electronic media.
- 1.1 HPE is the fiscal agent for OHHS/DHS and the State of Rhode Island Medicaid Program. Although HPE operates the computer systems through which electronic transactions flow, OHHS/DHS retains ownership of the data itself. Trading Partners access the pipeline network over which the transmission of electronic data occurs. Accordingly, providers are required to transport data to and from HPE. Additionally, contracted vendors and/or billing services must identify the providers they represent so that proper reporting of claims processing may occur.
- 1.2 This Agreement delineates the responsibilities of HPE and its Trading Partners in regard to the Rhode Island Medicaid Program.

ARTICLE II. PARTIES

- 2.0 **Executive Office of Health and Human Services**
Hazard Building
74 West Rd
Cranston, RI 02920
- 2.1 **Hewlett Packard Enterprise**
301 Metro Center Blvd.
Warwick, RI 02886
- 2.2 **Trading Partner**

ARTICLE III. GENERAL PROVISIONS

3.0 Prerequisites

Document Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in this Electronic Trading Partner Agreement (TPA), and transaction sets which the parties, by written amendment, agree to add to this TPA. Electronic transmission of all data ("Documents") shall be in strict accordance with the standards set forth in this TPA and as defined by the Health Insurance Portability and Accountability Act (HIPAA).

3.1 Third Party Service Providers

3.1.1 Documents will be transmitted electronically to each party either directly or through a contracted third-party service provider. Either party may modify its election to use, not use or change a third-party service provider upon prior written notice to the other party to this TPA.

3.1.2 Each party shall be responsible for the costs of any third-party service provider with which it contracts, unless otherwise set forth in this TPA.

3.2 Security Procedures

Each party shall properly institute and adhere to those security procedures including any special security procedures specified in this TPA, which are reasonably calculated to provide appropriate levels of security for the authorized transmission of documents and to protect its business records and data from improper access.

Each party agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data, and to prevent unauthorized use or access to the data in accordance with the Security Rule under 45 C.F.R., Sections 164.308, 164.310, 164.312 and 164.316. The Security Rule means the Standards for the security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C and as amended from time to time. The application of Security provisions Sections 164.308, 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations and as amended from time to time. The User acknowledges that the use of unsecured telecommunications, including but not limited to the Internet, to transmit individually identifiable or deducible information derived from the data specified within this Agreement is prohibited.

Each party agrees that it is responsible for the continued security of the aforesaid data as well as the continuing responsibility to ensure that the aforesaid data are kept, managed and controlled in compliance with the security requirements specified above. Each party shall take all steps necessary to ensure the continuous security of all PHI and data systems containing PHI pursuant to the Security Rule as enumerated in Standards for the Security of Electronic Protected Health Information found at 45 CFR Parts 160 and 162, and Part 164, Subparts A and C and as

amended. The application of Security provisions Sections 164.308; 164.310, 164.312, and 164.316 of title 45, Code of Federal Regulations and as amended from time to time.

The Provider may use or access Protected Health Information in order to perform functions, activities or services as a Provider, and agrees that such use, access, or disclosure will not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 USC 1320d et seq., and its implementing regulations including, but not limited to, 45 CFR, parts 160, 162 and 164, hereinafter referred to as the Privacy and Security Rules and Patient Confidentiality Regulations, and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (HITECH Act) and any regulations adopted or to be adopted pursuant to the HITECH Act that relate to the obligations of business associates, Rhode Island Mental Health Law, R.I. General Laws Chapter 40.1-5-26, and Confidentiality of Health Care Communications and Information Act, R.I. General Laws Chapter 5-37.3-1 et seq. The Provider recognizes and agrees that it is obligated by law to meet and comply with the applicable provisions of the above statutes, rules, regulations and Acts, and as may be amended from time to time. The Provider agrees that Protected Health Information is defined in 45 CFR 160.103, as well as being referenced in Section 13400 of Subtitle D (“Privacy”) of the HITECH Act, as follows:

“Protected health information means individually identifiable health information:

- A. Transmitted by electronic media;
- B. Maintained in electronic media; or
- C. Transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in:

- A. Education records covered by the Family Educational Rights and Privacy;
- B. Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and
- C. Employment records held by a covered entity in its role as employer.”

3.3 Termination

This TPA shall remain in effect until terminated by either OHHS/DHS or the Trading Partner with not less than thirty (30) days prior written notice to the other party. Such notice shall specify the effective date of termination and shall not affect the respective obligations or rights of the parties arising prior to the effective date of termination. If HPE determines that the submission of documents fails to conform to the paperless transactions specifications agreed to within this TPA, or relevant guidelines governing the submission of electronic transactions then HPE may, with the approval of OHHS/DHS, terminate this TPA five (5) business days after the Trading Partner has received a written termination notice from HPE. Additionally, this TPA will be terminated, with the approval of the State of Rhode Island, if any of the following events occur:

- A. The State of Rhode Island requests HPE to stop processing claims for the Trading Partner or its agent.

- B. The State of Rhode Island requests HPE to stop allowing access by the Trading Partner or its agent to the Medicaid EHR Incentive Payment application.
- C. The contract between HPE and the State of Rhode Island expires or terminates.

3.4 **Modifications**

This TPA constitutes the entire agreement of the parties and supersedes any previous understanding, commitment or agreements, oral or written, concerning the electronic exchange of information and or documents, all of which are hereby incorporated by reference. Any change to this Agreement will be effective only when set forth in writing and executed by all parties.

3.5 **Indemnification**

Trading Partner agrees to indemnify and hold harmless HPE and R.I. OHHS/DHS from the negligent acts, omissions and violations of applicable federal or state laws or regulations of Trading Partner.

ARTICLE IV. CONFIDENTIALITY, PRIVACY AND SECURITY

- 4.0 HPE and the Trading Partner will conform with all appropriate federal and state laws and regulations pertaining to the confidentiality, privacy, and security applicable to each party.
- 4.1 The Trading Partner agrees to safeguard all OHHS/DHS information within its possession, whether verbal, written, or otherwise, received from HPE, or acquired by the Trading Partner in performance of this TPA, recognizing all such information as privileged. The use or disclosure of information concerning Rhode Island Medicaid beneficiaries shall be limited to purposes directly connected with the administration of the Rhode Island Medicaid Program.

ARTICLE V. SUBMITTED CHARGES

- 5.0 The Trading Partner attests that all services for which payment will be claimed shall be provided in accordance with all federal and state laws pertaining to the Rhode Island Medicaid Program.
- 5.1 The Trading Partner agrees that any payments made in satisfaction of claims submitted electronically will be delivered from federal and state funds and that any false claims, statements or documents, or concealment of a material fact may be subject to prosecution applicable under federal and state law.
- 5.2 The Trading Partner shall allow HPE access to its claims data and shall make all reasonable efforts to ensure that authorized personnel will submit claims data. The Trading Partner also agrees to promptly notify OHHS/DHS, through its agent HPE,

any and all erroneous payments received by the Trading Partner regardless of the reason for such erroneous payments, and to promptly refund the subject erroneous payments to HPE.

- 5.3 The Trading Partner understands that all other terms and conditions of participation as set forth in the Provider Agreement Form with the Rhode Island Medicaid Program remain in effect and unchanged by this TPA.
- 5.4 HPE, as the OHHS/DHS Fiscal Agent for the Rhode Island Medicaid Program has been granted the authority to approve and enroll Trading Partners participating in the electronic transmission of documents.

ARTICLE VI. MEDICAL TRANSACTION STANDARDS

Rhode Island Medicaid Program Transaction Standards

Selected **ASC X12N Version 5010A1** 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 section below.

The information provided will be utilized to route transactions to the Medicaid Management Information System and back to Trading Partner directories. Remittance files (835) and Pended Claims Reports (277) will be available only to **one** trading partner. If authorizing one Trading Partner for claims submission and another for downloads each party must complete a separate TPA.

Guidelines

HIPAA – Health Insurance Portability and Accountability Act. In the event of any conflict, HIPAA standards and Implementation Guides shall control.