

## FORWARDHEALTH TRADING PARTNER AGREEMENT AND ACKNOWLEDGEMENT OF TERMS OF PARTICIPATION

A Trading Partner Agreement is entered into between HP Enterprise Services, as an agent for the Wisconsin Department of Health Services (DHS) and a Billing Agent, Health Care Clearinghouse, or Provider who transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160 and 162 (Trading Partner). If the Trading Partner is a Provider participating in ForwardHealth, this Trading Partner Agreement is issued and required as an addendum to the Provider certification agreements.

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 the Trading Partner Agreement;

NOW, THEREFORE, HP Enterprise Services 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 or other approved transactions to HP Enterprise Services on behalf of a Provider(s).

#### 1.2 — ForwardHealth

ForwardHealth includes the following programs: BadgerCare Plus, Wisconsin Medicaid, SeniorCare, Wisconsin Chronic Disease Program (WCDP), Wisconsin Well Woman Program (WWWP), Wisconsin Well Woman Medicaid, and Medicaid Managed Care Programs.

#### 1.3 — Federal Department of Health and Human Services (HHS) Transaction Standard Regulation

The HHS Transaction Standard Regulation means 45 CFR 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 CFR s. 160.103.

#### 1.5 — Individual

The Individual is the person who is the subject of the protected health information (PHI) and has the same meaning as the term "individual" as defined in 45 CFR s. 164.501.

#### 1.6 — Parties

The Parties are HP Enterprise Services and the Trading Partner.

#### 1.7 — Protected Health Information

Protected Health Information has the same meaning as the term "protected health information" as defined in 45 CFR s. 164.501.

#### 1.8 — Provider

The Provider is an individual, entity, or facility that has an approved Provider certification agreements on file with DHS.

#### 1.9 — Provider certification agreements

The Provider certification agreements is the agreement entered into between DHS and Providers participating in the ForwardHealth programs.

#### 1.10 — Standard transaction

"Standard transaction" (Standard) means a transaction that complies with the applicable standard adopted by 45 CFR 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 CFR s. 160.103.

#### 1.12 — Trading Partners

An Electronic Data Interchange (EDI) Trading Partner is defined as any Provider, billing service, software vendor, employer group, financial institution, clearinghouse, etc., that transmits to, or receives electronic data from, ForwardHealth or HP Enterprise Services on behalf of ForwardHealth.

**ARTICLE II — TERM**

The term of this Trading Partner Agreement shall commence upon its acceptance as signified by the online entry and electronic acceptance of the Trading Partner representative's name and e-mail address.

**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 prescribed in a Health Insurance Portability and Accountability Act of 1996 (HIPAA) American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12N and National Council for Prescription Drug Programs (NCPDP) Transaction Standard's implementation guide specifications.
- 3.2**  
Trading Partner hereby agrees that it will not add any data elements or segments to an ANSI ASC X12N and NCPDP Transaction Standard's implementation guide specifications.
- 3.3**  
Trading Partner hereby agrees that it will not use any code or data elements that are marked "not used" in an ANSI ASC X12N and NCPDP Transaction Standard's implementation guide specifications, or any codes or data elements that are not in an ANSI ASC X12N or NCPDP Transaction Standard's implementation guide specifications.
- 3.4**  
Trading Partner hereby agrees that it will not change the meaning or intent of any ANSI ASC X12N and NCPDP Transaction Standard's implementation guide specifications.
- 3.5**  
Trading Partner hereby understands and agrees to submit ForwardHealth-specific data elements in accordance with the ForwardHealth Companion Guides/Payer Sheets (which are incorporated by reference herein) to the extent that the ForwardHealth-specific data elements do not change the meaning or intent of any of the Standard's implementation specifications or do not change any definition, data condition, or use of a data element or segment as proscribed in the ANSI ASC X12N and NCPDP Transaction Standard's implementation guide specifications. A transaction version that is not valid for the date of submission will be rejected and not processed.
- 3.6**  
A 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 Transaction errors or deficiencies identified by HP Enterprise Services and Transaction 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 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 Health Care Clearinghouse.
- 3.8**  
Trading Partner agrees and understands there exists the possibility that new HIPAA or NCPDP transactions may be adopted in the future and thus agrees to test all new transaction sets.
- 3.9**  
Trading Partner and HP Enterprise Services understand and agree to keep open code sets being processed or used in this Trading Partner Agreement for at least the current billing period or any appeal period, whichever is longer, per 45 CFR s. 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 DHS clients' personal, financial and medical information.
- 3.11**  
A Trading Partner who is a Provider agrees that this Trading Partner Agreement is an addendum to, and shall not supersede, any of the provisions contained in its Provider certification agreements. Trading Partner who is a Billing Agent agrees that this Trading Partner Agreement is an addendum to, and shall not supersede, any of the provisions contained in the Provider certification agreements for the Providers for whom it submits Transactions to HP Enterprise Services.

**3.12**

Trading Partner agrees and understands that from time to time the federal HHS may modify and set compliance dates for the HIPAA and NCPDP Transaction Standards. Trading Partner agrees to implement any such modifications or changes on or before the Health Plan compliance date for such changes.

**3.13**

Trading Partner shall be responsible for the accuracy, truthfulness, and completeness of all information submitted by itself, its employees, or its agents or business associates.

**3.14**

To the extent permitted by law, electronic transmissions shall not be deemed to have been accepted by HP Enterprise Services until the Trading Partner receives the acknowledgement specified in the companion guide for the applicable electronic transaction. If any electronic transmissions are received in an unintelligible or garbled form, the receiving party shall promptly notify the originating party (if identifiable from the received data) in a reasonable manner. If the originating party cannot be identified, no notice will be required. Trading Partners bear the risk of any system failures that result in failed or garbled transmissions. Trading Partners are required to resubmit any failed or garbled transmission in order for an electronic transaction to be effective. Whenever possible, HP Enterprise Services will re-queue data that was not successfully transmitted. HP Enterprise Services shall not be liable for any damages or expenses resulting from erroneous or failed transmissions or lost data including, but not limited to, lost profits. Trading Partner agrees to correct and resubmit any and all submissions it makes to HP Enterprise Services that are not in accordance with the then current requirements of the Companion Guides.

**3.15**

Trading Partner will ensure that every electronic entry can be readily associated and identified with an original source document. Each source document must reflect the following information: individual's name, individual's health insurance identification number, date(s) of service, diagnosis/nature of illness, and procedure/service(s) performed.

**3.16**

Trading Partner will limit the number of claims in a single ST to SE segment to a maximum of 5,000.

**3.17**

It is the Trading Partner's obligation to review all EDI reports supplied by ForwardHealth or HP Enterprise Services on behalf of ForwardHealth and to contact ForwardHealth or HP Enterprise Services regarding any discrepancies identified.

**3.18**

Trading Partner will notify ForwardHealth or HP Enterprise Services within two business days if any transmitted data is received in an unintelligible or garbled form.

**3.19**

Prior to the submission of any transactions to the ForwardHealth production system, Trading Partner agrees to submit test transactions to HP Enterprise Services on behalf of ForwardHealth for the purpose of determining that the transactions are compliant with all HIPAA and NCPDP requirements and specifications (see Trading Partner Testing Packets on [www.forwardhealth.wi.gov](http://www.forwardhealth.wi.gov)).

**3.20**

Trading Partner agrees to restrict electronic access to domestic IP ranges, not use offshore support, or allow data to be sent offshore.

**3.21**

The Trading Partner agrees to only release data to active ForwardHealth Providers for the purpose of preparing an accurate ForwardHealth claim or determining eligibility for specific services. Trading Partner will not disclose PHI or other information to anyone other than the ForwardHealth Provider and/or supplier seeking to file a claim. Any disclosure must be in accordance with federally mandated HIPAA Privacy and Security regulations.

**3.22**

A Trading Partner will be able to associate each inquiry with the Provider or billing service making the inquiry. That is, for each inquiry submitted, the Trading Partner will be able to identify the Provider making the request for beneficiary information and be able to assure that eligibility responses are routed only to the Provider that originated each request.

**3.23**

Upon request from DHS, Trading Partners will submit listings of all Providers for which it is submitting requests for beneficiary information.

**3.24**

Trading Partner access will be prohibited or suspended if DHS auditing shows violation of this agreement putting beneficiary data at risk for improper disclosure.

**3.25**

Trading Partner will not submit an eligibility inquiry except as an authorized agent of the Health Care Provider and pursuant to a business associate contract, as required by 45 CFR s. 164.314(a) and 164.504(e), with the Health Care Provider.

**3.26**

Before submitting any 270 Health Care Eligibility/Benefit Inquiry (270) transactions and at all times thereafter, the Trading Partner will ensure that it provides sufficient security measures, including user ID and passwords, to associate a particular 270 transaction with the individual who initiated the eligibility inquiry, with respect to all 270 transactions that it submits to the DHS and HP Enterprise Services.

**3.27**

The Trading Partner will be limited to requests for ForwardHealth beneficiary eligibility data with respect to a patient currently being treated or served by a Provider, who has contacted a Provider about treatment or service, or for whom the Provider has received a referral from a Health Care Provider that has treated or served that patient.

**3.28**

The Trading Partner will ensure sufficient security measures to associate a particular transaction with the particular patient.

**3.29**

The Trading Partner will not make any disclosure of ForwardHealth data that is not specifically authorized; the Trading Partner has read and fully understands the authorized disclosures as outlined in this document.

**3.30**

The Trading Partner will promptly inform DHS or HP Enterprise Services, using such means as DHS and HP Enterprise Services may identify, in the event the identity or contact information of the Trading Partner's Authorized Representative changes, or if any of the assurances herein provided are no longer met.

**3.31**

The Trading Partner is fully accountable for all transactions submitted and will cooperate with DHS or its agents in the event that DHS has a security concern with respect to any 270 transaction submitted by Trading Partner to DHS and HP Enterprise Services.

**3.32**

The Trading Partner will immediately cease transmission of 270 transactions to DHS or HP Enterprise Services at such time that any of the assurances herein provided are no longer met.

**3.33**

The Trading Partner will not disclose, lend, or otherwise transfer 270/271 Health Care Eligibility/Benefit Inquiry and Information Response (270/271) transaction identification numbers and/or password to someone else.

**3.34**

The Trading Partner will not use DHS data files for private gain or to misrepresent itself or DHS.

**3.35**

The Trading Partner will not browse or use DHS data files for unauthorized or illegal purposes.

**GUIDELINES — HIPAA AND NCPDP**

In the event of any conflict, the HIPAA and NCPDP Transaction Standards and Implementation Guidelines shall control.

**ARTICLE IV — SCOPE OF WORK**

**4.01 — System Access**

HP Enterprise Services agrees to provide Trading Partners with telecommunication access to and transfer of this information via Trading Partners' network to and from authorized ForwardHealth Providers or their authorized designee's computer system for purposes of transmitting HP Enterprise Services transactions.

**4.02**

Successful testing certification must be achieved for each provider number that the Trading Partner represents before any production claim submissions or other approved transactions for that Provider are authorized. No electronic transaction received by HP Enterprise Services for Providers without an authorized certification will be processed.

**4.03**

The parties agree that HP Enterprise Services will make the sole determination that test data is acceptable. This capability to submit test transactions will be maintained by the Trading Partner throughout the term of this Agreement.

**4.04**

The Trading Partner agrees to submit to HP Enterprise Services only those individual transaction types for which specific approval from HP Enterprise Services has been received. Prior to the submission of any additional transaction types to the HP Enterprise Services production system, or as a result of making changes to an existing transaction type or system, Trading Partner agrees to submit test transactions to HP Enterprise Services for both the additional and any previously approved transaction types.

**4.05**

The Trading Partner agrees that the HP Enterprise Services data transmitted by it will be released only to the authorized party requesting information that has a signed contract with Trading Partner.

**ARTICLE V — TERMINATION**

This Trading Partner Agreement shall remain in effect until terminated by either party with not less than 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 Trading Partner Agreement by either Party, the non-breaching Party may terminate the Trading Partner Agreement by giving written notice to the breaching Party. The breaching Party shall have 30 days to fully cure the breach. If the breach is not cured within 30 days after the written notice is received by the breaching party, this Trading Partner Agreement shall automatically and immediately terminate.

With the approval of DHS, this Trading Partner Agreement will be terminated if DHS requests HP Enterprise Services to stop processing claims or other approved transactions for the Trading Partner or the contract between HP Enterprise Services and DHS expires or terminates.

**ARTICLE VI — ASSIGNMENT OF THE TRADING PARTNER AGREEMENT**

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

**ARTICLE VII — LEGAL COMPLIANCE**

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 VIII — PAYMENT POLICIES**

**8.01**

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 ForwardHealth programs, and 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 ForwardHealth programs.

**8.02**

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.

**8.03**

The Provider shall allow the DHS access to claims and other approved data and assures that all 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 IX — CONTACT INFORMATION**

**Electronic Data Interchange Department**

6406 Bridge Rd  
Madison WI 53784-0009

**TRADING PARTNER**

Name — Contact Person

Date Signed

E-mail Address