

TRADING PARTNER AGREEMENT

This Trading Partner Agreement ("*Agreement*") is made and entered into on this ____ day of _____, 20__ (the "*Effective Date*"), by and between _____ ("*Trading Partner*"), whose provider number is _____, and the New York State Department of Health ("*NYS Medicaid*").

W I T N E S S E T H

WHEREAS, NYS Medicaid, through its fiscal agent, and Trading Partner electronically exchange information and data in connection with certain healthcare transactions; and

WHEREAS, NYS Medicaid and Trading Partner want to address certain requirements that are now or will become applicable to the parties under regulations issued pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (as the same may be amended from time to time, "*HIPAA*") including, without limitation, the Standards for Electronic Transactions, which were issued in their final form on August 17, 2002 (as the same may be amended from time to time, the "*Transaction Regulations*"), and the Security Standards, which were issued in their final form on February 20, 2003 (as the same may be amended from time to time, the "*Security Standards*").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, Trading Partner and NYS Medicaid agree to the foregoing and as follows:

1. *General Obligations.*

1.1 *Compliance With Transaction Regulations.* Each party shall, and shall cause its applicable subcontractors and agents to, comply with the applicable requirements of the Transaction Regulations and any applicable Implementation Specifications issued therein.

1.2 *No Changes.* With respect to each Transaction, each party agrees that it will not change any definition, data condition or use of a data element or segment as proscribed in the Transaction Regulations and/or the applicable Implementation Specifications. Further, neither party will take any action to change the meaning or intent of the Implementation Specifications.

1.3 *No Additions.* With respect to each Transaction, each party agrees that it will not add any data elements or segments to the maximum defined data set as proscribed in the Transaction Regulations and/or the applicable Implementation Specifications.

1.4 No Use. With respect to each Transaction, each party agrees that it will not use any code or data elements that either are marked "not used" or are not in the Transaction Regulations and/or the applicable Implementation Specifications.

1.5 Testing Requirements. The Provider Companion Guide sets forth the testing requirements that Trading Partner and/or its contractors and/or agents must implement and/or complete prior to submitting any live, production Transactions to NYS Medicaid, or its fiscal agent. Trading Partner agrees to satisfy these requirements.

1.6 Communications. The Provider Companion Guide sets forth specifications for establishing connectivity with, and transmitting Transactions to, NYS Medicaid or its fiscal agent. Trading Partner agrees to satisfy these requirements.

1.7 Supplementary Specifications. The Provider Companion Guide sets forth the current supplementary specifications ("*Supplementary Specifications*") of NYS Medicaid with respect to the Transaction Regulations and any applicable Implementation Specifications. NYS Medicaid shall have the right to amend the Supplementary Specifications and/or to provide additional supplementary specifications to Trading Partner from time to time (all of which shall constitute Supplementary Specifications for purposes of this Agreement). Trading Partner shall be required to implement such amendments and additions within thirty (30) calendar days following NYS Medicaid publication of same, unless a shorter period is necessary to conform to applicable laws and/or regulations.

1.8 Security Requirements.

(a) Each party will take reasonable care to ensure that the information submitted in each Transaction is timely, complete, accurate and secure, and will take reasonable precautions to prevent unauthorized access to: (i) its own and the other party's transmission and processing systems; (ii) the transmissions themselves; and (iii) the control structure applied to transmissions between them.

(b) Each party is solely responsible for the preservation, privacy and security of data in its possession, including data in transmissions received from the other party and other persons. If either party receives from the other data not intended for it, the receiving party will immediately notify the sender to arrange for its return, re-transmission, or destruction, as the other party directs.

(c) If required under the final HIPAA Security Regulations, the parties will enter into a Business Associate agreement relating to the electronic exchange of data, and will implement such additional requirements as may be specified in the Security Regulations including, without limitation, requirements relating to encryption, Public Key Infrastructure (PKI) and other similar technologies.

2. Costs and Expenses. Each party shall be responsible for any and all costs and expenses related to such party's compliance with the Transaction Regulations,

any applicable Implementation Specifications and the terms of this Agreement. Further, each party shall be responsible for all costs, charges and fees it may incur in connection with transmitting and receiving Transactions.

3. *Term and Termination.*

3.1 *Term; Effect of Termination.* This Agreement shall remain in effect until one party provides written notice of termination to the other, which termination shall be effective thirty (30) days following the other party's receipt of the notice.

Termination or expiration of this Agreement or any other contract between the parties does not relieve either party of its obligations under this Agreement and under federal and state laws and regulations pertaining to the privacy and security of Individually Identifiable Health Information nor its obligations regarding the confidentiality of proprietary information.

3.2 *Limitation of Liability.* **NEITHER PARTY (including any fiscal agent of NYS Medicaid) SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT OR OTHER THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.**

3.3 *Injunctive Relief.* Each party agrees that the remedies at law for any breach by it of the terms of this Agreement shall be inadequate and that monetary damages resulting from such breach are not readily measured. Accordingly, in the event of a breach or threatened breach by a party of the terms of this Agreement, the non-breaching party shall be entitled to immediate injunctive relief.

4. *Miscellaneous.*

4.1 *Defined Terms.* Capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to them in the Transaction Regulations and/or in HIPAA.

4.2 *Interpretation.* Any ambiguity in any term or condition of this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA.

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

Trading Partner: _____

By: _____

Print Name: _____

Title: _____



This is a technical document. If you have any questions, please contact your EDI Manager or EDI service provider bureau.

New York State Medicaid (NYS Medicaid) requires specific EDI information to exchange HIPAA transactions with you. Please provide information for the **bolded** fields. If you are not processing EDI in-house, please ask your EDI service provider bureau to assist in completing this form. If you submit claims under multiple Electronic Transmitter Identification Numbers (ETINs), formerly known as TSNs, a separate EDI form must be completed and returned for each ETIN. If you utilize multiple EDI service provider bureaus, please send each of them a copy and ask them to complete and return this form to the return address on the cover letter.

1. Provider or EDI Service Provider Bureau Information

Provider Name:	
Medicaid Provider Number:	
ETIN (formerly TSN):	0Q2

2. Business Contact

Name:	
Title:	
Address:	
City/State:	
Phone (include area code):	
Fax (include area code):	
E-mail:	

3. Technical / EDI Contact

Name:	Cari Turek
Title:	Customer Service Manager
Address:	220 Burnham Street
City/State:	South Windsor, CT. 06074
Phone (include area code):	888-255-7293
Fax (include area code):	860-289-0055
E-mail:	bldn-operations@emdeon.com



4. EDI Information

4.1. Transactions Received by NYS Medicaid

NYS Medicaid processes HIPAA transactions on multiple systems. The ISA and GS enveloping information is used to route the transaction for processing.

Please check the left column if you plan to send a specific transaction and enter your ISA and GS values. If you do not currently have EDI values for these fields, leave them blank and NYS Medicaid will assign them for you. Please refer to the right hand columns for the enveloping information you must use for NYS Medicaid.

Check if sent	Transaction	Version	ISA05*	ISA06**	GS02**	ISA08	GS03
	270 (interactive)	004010X092A1				EDMEDNYREL	EDMEDNYREL
	270 (batch)	004010X092A1				EDMEDNYBAT	EDMEDNYBAT
	278 (interactive)	004010X094A1				EDMEDNYREL	EDMEDNYREL
	278 (batch)	004010X094A1				EDMEDNYBAT	EDMEDNYBAT
	834	004010X095A1				EDMEDNYBAT	EDMEDNYBAT
<input checked="" type="checkbox"/>	837D	004010X097A1	ZZ	061267267	061267267	MMISNYDOH	MMISNYDOH
	837I	004010X096A1				MMISNYDOH	MMISNYDOH
	837P	004010X098A1				MMISNYDOH	MMISNYDOH
	276	004010X093A1				MMISNYDOH	MMISNYDOH

* Your Sender-ID Qualifier


** Your Sender-ID

Check if sent	NCPDP Version	Your Sender ID (880-K1)	Your Receiver ID (880-K7)	NYS Medicaid Sender ID	NYS Medicaid Receiver ID
	1.1			EDMEDNYBAT	EDMEDNYBAT

Common required ISA and GS values for all transactions sent to NYS Medicaid are in the table below. Please note: NYS Medicaid will not return a TA1 segment even when a "1" is conveyed in ISA14.

Data Element	Value
ISA07	ZZ
ISA11	U
ISA12	00401
ISA14	0
ISA15	T for test P for production
GS07	X

In the table below indicate the media type you will use to deliver EDI transactions to NYS Medicaid. For each transaction, please check each applicable column.

Transaction	NYS MMIS Electronic Gateway	Physical Media			Other
		Reel tape	Cartridge tape	Diskette	
270(interactive)	NA	NA	NA	NA	
270 (batch)	NA	NA	NA	NA	
278(interactive)	NA	NA	NA	NA	
278 (batch)	NA	NA	NA	NA	
NCPDP 1.1					
NCPDP 5.1	NA	NA	NA	NA	
834					
837D					
837I					
837P					
276					

If you checked Physical Media or Other, please describe in detail, for example: media size, density, ePACES, Direct Connect:

Current submission Method is BBS. PH# 518-463-5974. Login ID feel0Q2

Selection of Acknowledgement Transactions

For the 270 and 278 transactions, NYS Medicaid will generate 997s if the ISA08 is *EMEDNYBAT*. Otherwise, the response document (271 or 278) is provided immediately.

For the 276 and 837 transactions, NYS Medicaid will return a 997 if requested. HIPAA specific compliance errors cannot be represented in a 997. To receive these errors, please check the right hand column in the table on the next page. HIPAA compliance errors are returned in an additional file encoded in a new proprietary format.



Transaction	Receive NYS Medicaid generated 997?	Receive NYS Medicaid generated proprietary HIPAA compliance error?
276		
837I		
837D	✍	
837P		

4.2. Transactions Sent By NYS Medicaid

Please check the left most column if you plan to receive a specific transaction. It is assumed outbound ISA and GS identifiers will mimic inbound transactions.

For the 820 and 835, you can receive a supplementary file (proprietary, asterisk delimited flat file). For an 820, this supplemental information pertains to pended claims, denied claims, NYS Medicaid submitted adjustments, voids, retroactive rate adjustments, and all approved claims where rate code is changed during adjudication. For an 835, this supplemental information pertains to pended claims. To receive this additional file on the tape, please check the rightmost column.

When you receive an outbound 820 and 835 Transaction, please respond with a 997 with all transaction level detail for the 820 and 835 transactions.

Check if received	Transaction	Version	Send 997s to NYS Medicaid	Receive Proprietary Supplemental Information?
	271	004010X092A1	no	n/a
	277	004010X093A1	no	n/a
	278	004010X094A1	no	n/a
	820	004010X061A1	yes	
	835	004010X091A1	yes	

4.3. Data Separators

NYS Medicaid will use the following data separators for both incoming and outgoing EDI transmissions.

Sub-element	Element	Segment Terminator
(vertical bar)	* (asterisk)	~ (tilde)