

TRANSACTION STANDARD TRADING PARTNER AGREEMENT/ADDENDUM

This Trading Partner Agreement (TPA) is entered into between Administración de Seguros de Salud de Puerto Rico (ASES or PRHIA), represented by its Executive Director, Angela Avila, of legal age, married, and resident of Guaynabo, Puerto Rico, and **First Medical Health Plan, Inc.**, a Billing Agent, Health Care Clearinghouse, and/or Managed Care Organization who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 162 ("Trading Partner"), represented by **José A. Pagán Torres**.

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 this TPA;

NOW, THEREFORE, ASES 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 to ASES on behalf of a Provider(s).

1.2 **Puerto Rico Medicaid Program:** The subdivision of the Puerto Rico Department of Health that conducts eligibility determinations under GHP for Medicaid, CHIP, and State Populations.

1.3 **HHS Transaction Standard Regulation:** The HHS Transaction Standard Regulation means the Code of Federal Regulations at Title 45, 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 C.F.R. §160.103.

1.5 **Individual:** The Individual is the person who is the subject of the PHI and has the same meaning as the term "individual" as defined in 45 C.F.R. §160.103.



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1.6 **Parties:** The Parties are ASES and the Trading Partner.

1.7 **Protected Health Information:** Protected Health Information (“PHI”) has the same meaning as the term “protected health information” as defined in 45 C.F.R. §160.103.

1.8 **Provider:** The Provider is an individual, entity or facility that has an approved Provider Enrollment Agreement with ASES.

1.9 **Provider Enrollment Agreement:** The Provider Enrollment Agreement is the agreement entered into between ASES and Providers participating in the Puerto Rico Medicaid Program.

1.10 **Standard transaction:** Standard transaction (“Standard”) means a transaction that complies with the applicable standard adopted by 45 C.F.R. 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 C.F.R. §160.103.

ARTICLE II. Term

The term of this TPA shall commence as of the date of Execution (the “Effective Date”).

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 proscribed in the HHS Transaction Standard Regulation (45 C.F.R. § 162.915(a)).

3.2 Trading Partner hereby agrees that it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 C.F.R. §162.915(b)).

3.3 Trading Partner hereby agrees that it will not use any code or data elements that are either marked “not used” in the Standard’s implementation specifications or are not in the Standard’s implementation specifications. (45 C.F.R. §162.915(c)).



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3.4 Trading Partner hereby agrees that it will not change the meaning or intent of any of the Standard's implementation specifications. (45 C.F.R. §162.915(d)).

3.5 Trading Partner hereby understands and agrees to submit Puerto Rico Medicaid Program-specific data elements in accordance with the Puerto Rico Medicaid Companion Guides to the extent that the Puerto Rico Medicaid Program-specific data elements do not change the meaning or intent of any of the Standard's implementation specifications (45 C.F.R. §162.915(d)) or do not change any definition, data condition or use of a data element or segment as proscribed in the HHS Transaction Regulation (45 C.F.R. §162.915(a)).

3.6 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 Transactions errors or deficiencies identified by ASES, and Transactions 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 a 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 a health care clearinghouse.

3.8 Trading Partner agrees and understands that, from time to time, the federal Department of Health and Human Services ("HHS") may modify and set compliance dates for its Standards. Trading Partner agrees to incorporate by reference into this TPA any such modifications or changes. (45 C.F.R. §160.104).

3.9 Trading Partner and ASES understand and agree to keep open code sets being processed or used in this TPA for at least the current billing period or any appeal period, whichever is longer. (45 C.F.R. §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 ASES data and the' personal, financial and medical information of ASES's beneficiaries.



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A handwritten signature in blue ink, appearing to be "A.H.H." or similar initials.

ARTICLE IV. Transactions

Standards

Selected ASC X12N standards include, as applicable, all data dictionaries, segment dictionaries, code sets and transmission controls referenced in those standards, but include only the Transaction Sets selected below.

Documents

Trading Partner will send to ASES the following documents:

Transaction Set	Document Name/Description	Version	Check those that apply
X12N 837 I	Health Care Claim/Encounter: Institutional	5010X223A3	
X12N 837 P	Health Care Claim/Encounter: Professional	5010X222A2	
X12N 837 D	Health Care Claim/Encounter: Dental	5010X224A3	
NCPDP D.0	Pharmacy Post-Adjudication Transaction	V4.2	

ASES will send the Trading Partner the following documents:

X12N TA1 Interchange Acknowledgement

X12N 999 Acknowledgement of Sent Transactions

PRMMIS Encounter Error Report



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ARTICLE V. Termination

This TPA shall remain in effect until terminated by either party with not less than thirty (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 TPA by either Party, the non-breaching Party may terminate the TPA by giving written notice to the breaching Party. The breaching Party shall have thirty (30) days to fully cure the breach. If the breach is not cured within thirty (30) days after the written notice is received by the breaching party, this TPA shall automatically and immediately terminate. Nothing herein shall limit ASES's power or authority to impose intermediate sanctions, liquidated damages, and/or fines against the other Party in the event of an uncured material breach of this TPA by that other Party pursuant to Puerto Rico Act No. 72-1993 and ASES Regulation No. 8446, and/or as indicated in Articles 19 and 20 of the Contract between the Parties for the Provision of Physical and Behavioral Health Services under the Government Health Plan.

ARTICLE VI. Assignment of the TPA

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

ARTICLE VII. Contact Information for the Parties

Administración de Seguros de Salud de Puerto Rico
1549 Calle Alda,
Urbanización Caribe
San Juan, Puerto Rico 00926-2712

TRADING PARTNER

Name: First Medical Health Plan, Inc.
Address: Marginal Buchanan
#530, Ext. Villa Caparra
Guaynabo, PR 00966
Contact Name: José A. Pagán Torres
Telephone Number: (787) 474-3999
E-mail Address: j.pagan@firstmedicalpr.com



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

ASES

By:

Print Name:

Angela M. Avila Marrero
Executive Director

Date:

9/20/18

TRADING PARTNER

By:

Print Name:

José A. Pagán Torres
Administrative Vice President

Date:

9/20/18



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