

# **ATTACHMENT 30**

## **TRANSACTION STANDARD TRADING PARTNER AGREEMENT - ADDENDUM**

## 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, Edna Y. Marín Ramos, of legal age, single, and resident of Guaynabo, Puerto Rico, and \_\_\_\_\_ (MCO), a 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 \_\_\_\_\_.

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

**1.2 HHS Transaction Standard Regulation:** The HHS Transaction Standard Regulation means the Code of Federal Regulations at Title 45, Parts 160 and 162.

**1.3 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.

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

**1.5 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.

**1.6 Provider:** The Provider is an individual, entity or facility that has an approved Provider Contract with the Trading Partner.

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**1.7 Provider Contract:** The Provider Contract is the agreement entered into between the Trading Partner and Providers participating in the GHP.

**1.8 Standard transaction:** Standard transaction (“Standard”) means a transaction that complies with the applicable standard adopted by 45 C.F.R. Part 162.

**1.9 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)).

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 to ASES specific data elements in accordance with the GHP Guides to the extent that GHP 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 agrees to cure Transactions errors or deficiencies identified by ASES.



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3.7 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).

3.8 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)).

3.9 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.

**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:

1. X12N TA1 Interchange Acknowledgement
2. X12N 999 Acknowledgement of Sent Transactions

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3. PRMMIS Encounter Error Report

**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

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TRADING PARTNER

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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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: Edna Y. Marin Ramos

Date: \_\_\_\_\_

TRADING PARTNER

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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*AS*