

## Trading Partner Agreement

This Agreement is by and between the Medical Care Program (Medicaid) and

\_\_\_\_\_  
PROVIDER NAME

\_\_\_\_\_  
PROVIDER ADDRESS

\_\_\_\_\_, hereafter known as the Provider.  
CITY, STATE & ZIP CODE

[If applicable] the Provider and Program hereby agree that the Provider may use a certified claims clearinghouse (billing service),

\_\_\_\_\_  
BILLING SERVICE NAME

\_\_\_\_\_  
BILLING SERVICE ADDRESS

\_\_\_\_\_, hereafter known as Billing Service, to  
CITY, STATE & ZIP CODE  
transmit HIPAA transactions arising from the Provider's treating of Program recipients.

1. Purpose of Agreement- This agreement is intended to facilitate communications between the Program and the Provider in the processing by the Program of electronic transactions filed by or on behalf of the Provider.
2. Provider Submission of transactions- The Provider shall submit all data transmissions pursuant to Program standards. The Provider hereby warrants that all data will be submitted in compliance with the Program's regulations, transmittals, and any provider manual(s) specific to the provider. The Program reserves the right to modify its regulations, transmittals and other manuals at any time and to notify Provider of those changes by electronic communication. The Program reserves the right to reject any transaction which does not conform to its data submission standards.
3. Program Acceptance of Electronic Transactions- The Program agrees to accept valid transactions submitted by the Provider or the billing service agent.
4. Cooperation with Testing- During the testing phase, as designated by the Program, both Program and Provider agree to cooperate with each other, and with entities performing business associate type functions for the contracting parties, for the purpose of striving for accuracy, timeliness, security and completeness of data transmissions.
5. Use of Standard Transactions and Code Set Format- HIPAA regulations, at 45 CFR Part 162 HIPAA Federal Electronic Transactions and Code Sets for Data Exchange, provide for certain transaction standards for transfer of data between trading partners. The Provider must submit and the Program will be prepared to accept, translate, or route HIPAA compliant transactions. As HHS modifies the standards, the trading partners agree to incorporate by reference any modifications or changes to 45 CFR Part 162.

Trading Partner Agreement

6. Prohibited Acts- 45CFR § 162.915 specifies that trading partners will not enter into an agreement that would: “change the definition, data condition or use of a data element or segment in a standard; add any data elements or segments to the maximum defined set; use any code or data elements that are either marked “not used” in the standard’s implementation specification or are not in the standard’s implementation specifications(s); or change the meaning or intent of the standard’s implementations specification(s)”.
7. Expenses- Each party shall bear its own expenses in implementing this process of transmitting information via this agreement.
8. Confidentiality and Security- Each party shall comply with all HIPAA and State Security and Confidentiality requirements in the handling of protected health information and take reasonable precautions to prevent unauthorized access to any part of the transaction process. In the event that data is improperly sent or received under this agreement, such data shall be highlighted and disposed of or returned in an appropriate manner.
9. Provider Identifiers- The parties shall agree on a unique identifier to be used by Provider. Provider is responsible for disclosing the unique identifier to its agents and only as is prudent to maintain appropriate security for the identifier.
10. This Trading Partner Agreement may be terminated by the Medical Care Program at any time.

All other agreements between the Program and Provider remain in full force and effect.

AGREED:

PROVIDER NAME: \_\_\_\_\_

PROVIDER NUMBER: \_\_\_\_\_

NATIONAL PROVIDER IDENTIFIER (NPI) # \_\_\_\_\_

\_\_\_\_\_  
AUTHORIZED SIGNATURE

DATE: \_\_\_\_\_ Phone # \_\_\_\_\_

RETURN VIA MAIL:

Rita Tate  
201 W. Preston St., Rm. LL3  
Baltimore, MD 21201  
ATTN: HIPAA Billing Agreements

Revised: 3/25/08