

**TRADING AGREEMENT BETWEEN
ALABAMA MEDICAID AGENCY
AND**

This Trading Partner Agreement (“TPA”) is entered into between ALABAMA MEDICAID AGENCY hereafter referred to as STATE and _____, a Billing Agent, a Health Care Clearinghouse, or a Vendor who transmits or receives any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 162 (“Trading Partner”).

WHEREAS, the Alabama Medicaid Agency is the “Single State Agency” designated by Alabama law to administer the medical assistance program for the State of Alabama as provided for in Title XIX of the Social Security Act (Medicaid); and

WHEREAS, the Trading Partner agrees to perform certain functions or activities that are subject to certain transaction standards or related to contract requirements;

WHEREAS, the Trading Partner agrees to conduct these transactions according to the limitations set forth in this TPA;

WHEREAS, the STATE has approved the Trading Partner to receive specific data extract(s);

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. Trading Partner Responsibilities

1. The Trading Partner agrees to the following:

- a. 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)).
- b. 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)).
- c. 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)).
- d. 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)).
- e. Trading Partner hereby understands and agrees to submit Alabama Medical Program-specific data elements in accordance with the Alabama Medical Program HIPAA X12 Companion Guide and billing manual, to the extent that the Alabama Medical 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)).
- f. The Trading Partner shall at its cost interface directly with the STATE’s Fiscal Agent’s systems via a secure method of telecommunication.

- g. Trading Partner 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.
- h. The Trading Partner agrees to submit transactions in the production environment only after test results and applicable user manuals have been reviewed by the STATE's Fiscal Agent and approved in writing by the STATE.
- i. Trading Partner agrees to cure Transactions errors or deficiencies identified by the STATE's Fiscal Agent, 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.
- j. 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).
- k. Trading Partner and STATE 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)).
- l. 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 Alabama Medicaid clients' personal, financial and medical information.

2. Transactions Standards

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

Trading Partner will send to the STATE's Fiscal Agent the following documents:
(Select all that apply to this agreement)

Transaction Set No.	Document Name/Description	Version 5010
837	Health Care Claim: Institutional	
837	Health Care Claim: Professional	
837	Health Care Claim: Dental	
270	Health Care Eligibility Benefit Inquiry	
276	Health Care Claim Status Request	
278	Prior Authorization	
999	Functional Acknowledgment	
Transaction Set No.	Document Name/Description	Version D.0
NCPDP	Pharmacy	

B. STATE Responsibilities

The STATE’s Fiscal Agent will send the following documents to the Trading Partner:
 (Select all that apply to this agreement)

Transaction Set No.	Document Name/Description	Version 5010
820	Payroll Deducted and Premium Payment	
835	Health Care Claim Payment/Advice	
271	Health Care Eligibility Benefit Response	
277	Health Care Claim Status Response	
278	Prior Authorization Response	
999	Functional Acknowledgment	
TA1	Interchange Acknowledgment	
Transaction Set No.	Document Name/Description	Version D.0
NCPDP	Pharmacy	
Proprietary Transaction	Document Name/Description	Version
BRF	Batch Response File (proprietary file layout with results of processing each claim in the batch file).	
	Medicaid Approved Data Extracts	
	Daily Recipient Extract File	
	Bi-Monthly or Monthly Recipient Cross	
	Monthly Eligibility Extract File	
	Monthly Managed Care, Long Term Care, and Waiver Data Extract File	
	Monthly Application Data Extract	
	Monthly Provider Extract File	
	Monthly Claims Extract	
	Monthly Recipient Reconciliation Extract File	
	Other Approved Data Exchange (specify below)	

C. Indemnification

The Trading Partner agrees to indemnify, defend, save and hold harmless the STATE from all claims, demands, liabilities, and suits of any breach of this agreement by the Trading Partner, its agents or employees, including but not limited to any occurrence of omission or negligence of the Trading Partner, its agents or employees, and more specifically, without limitations:

1. Any claims or losses for services rendered by a subcontractor, consultant, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract;
2. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including disregard of Federal or State regulations or Federal statutes, of the Trading Partner, its agents, consultants, officers and employees, or subcontractors in the performance of this agreement;
3. Any claims or losses resulting to any person or firm injured or damaged by the Trading Partner, its agents, consultants, officers, employees, or subcontractors by the publications, translation, reproduction,

delivery, performance, use or disposition of any data processed under the contract in any manner not authorized by the contract, or Federal or State regulations or statutes; and

4. Any failure of the Trading Partner, its officers, agents, consultants, employees, or subcontractors to observe State or Federal laws, including but not limited to labor laws and minimum wage laws.

D. Termination

This agreement shall be effective upon signature of both parties and 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 agreement 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 breaching party receives the written notice, this Trading Partner Agreement shall automatically and immediately terminate.

With the approval of the STATE, this TPA will be terminated if the STATE requests the Fiscal Agent to stop processing claims for the Trading Partner or the contract between the STATE and the Fiscal Agent expires or terminates.

E. Non-Exclusivity

The STATE shall not be in any way limited from entering into similar contracts with other Trading Partners desiring to provide the same or similar service, nor shall the STATE be in any way limited from providing the same or similar service directly to health care providers. The STATE shall in no way be limited in its use of any information it obtains from the Trading Partner in connection with this Agreement, and the parties hereto agree that no such information shall be considered proprietary or trade secret information of the Trading Partner.

F. Entire Agreement

This written Agreement constitutes the entire Agreement between the parties, and no additional representatives, writings or documents are a part hereof, unless specifically referred to herein above. This Agreement may be amended by written agreement of the parties hereto.

G. Contact Persons

MEDICAID:

Trading Partner:

Clay Gaddis

Contact: _____

Fiscal Agent Policy and Systems
Management
501 Dexter Avenue
P.O. Box 5624
Montgomery, AL 36103-5624

E-Mail: _____

Company: _____

Address: _____

City, State and Zip: _____

Area Code: (_____) Phone: _____

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

BY: _____
TITLE: _____
DATE: _____

ALABAMA MEDICAID AGENCY
BY: _____
TITLE: _____
DATE: _____