

# MercyCare Health Plan

## TRADING PARTNER AGREEMENT

**THIS AGREEMENT** is entered into between MercyCare Insurance Company and MercyCare HMO, In., d/b/a MercyCare Health Plan (together referred to as “MercyCare”) and Enter Trading Partner Name, a covered entity (“TRADING PARTNER”) who transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160 and 162, or has entered into a contract which gives another Party (“THIRD PARTY”), authorization to submit electronic health care transactions on the TRADING PARTNER’s behalf to MercyCare; and

WHEREAS, the TRADING PARTNER agrees to perform certain functions or activities that are subject to certain transaction standards and WHEREAS, the TRADING PARTNER agrees to conduct these transactions according to the limitations set forth in this agreement.

NOW THEREFORE, the TRADING PARTNER and MercyCare agree as follows:

1. **Definitions.** The following terms shall have the meaning ascribed to them in this section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear:
  - 1.1. **Agreement** shall refer to this document.
  - 1.2. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160 and 162.
  - 1.3. **Federal Department of Health and Human Services (HHS) Transaction Standard Regulation** shall mean the Code of Federal Regulations at Title 45, Parts 160 and 162.
  - 1.4. **Health Plan** shall mean the MercyCare administered health care programs.
  - 1.5. **Individual** shall mean the person who is the subject of “protected health information”, as defined by 45 CFR Part 160.103.
  - 1.6. **Information** shall mean any “health information” provided or made available by the MercyCare to the TRADING PARTNER, and has the same meaning as the term “health information,” as defined by 45 CFR Part 160.103.
  - 1.7. **Parties** shall mean MercyCare and the TRADING PARTNER.
  - 1.8. **Secretary** shall mean the Secretary of HHS and any other officer or employee of the HHS to whom the authority involved has been delegated.
  - 1.9. **Third Party** shall refer to parties authorized to exchange electronic data interchange (“EDI”) transactions on the TRADING PARTNER’S behalf.
  - 1.10. **Trading Partner** shall refer to a provider that transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160 and 162 or a THIRD PARTY authorized to submit health information on the TRADING PARTNER’s behalf.

1.11. **Trading Partner Agreement** shall mean the MercyCare TRADING PARTNER AGREEMENT.

1.12. **Transactions** shall mean the exchange of information between two parties to carry out financial or administrative activities related to health care as defined by 45 CFR Part 160.103.

2. **Term.** The term of this Agreement shall commence as of the MercyCare signed execution date on the last page of this agreement, and shall expire upon termination of the MercyCare Provider Agreement, or upon written notification from either party.

3. **TRADING PARTNER Obligations:**

3.1 **Third Party Agreement.** The TRADING PARTNER understands and agrees that it is responsible and liable to MercyCare for the conduct of a THIRD PARTY in the THIRD PARTY'S performance related to this Agreement. The TRADING PARTNER agrees to inform the THIRD PARTY of the terms of this Agreement. Notwithstanding the lack of specific mention, any obligation or requirement contained in this Agreement that is imposed on the TRADING PARTNER will be construed as an obligation and requirement that is also imposed on its THIRD PARTY.

3.2 **No Changes.** The TRADING PARTNER hereby agrees that for the Information, 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 CFR Part 162.915(a)).

3.3 **No Additions.** The TRADING PARTNER hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR Part 162.915(b)).

3.4 **No Unauthorized Uses.** The TRADING PARTNER hereby agrees that for the Information, it will not use any code or data elements that are either marked "not used" in the HHS Transaction Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications (45 CFR Part 162.915(c)).

3.5 **No Changes to Meaning or Intent.** The TRADING PARTNER hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications (45 CFR Part 162.915(d)).

3.6 **Transfer of Obligations.** The TRADING PARTNER must immediately submit a new TRADING PARTNER Agreement in writing if information provided as part of the TRADING PARTNER Agreement is modified and the modification affects MercyCare's or TRADING PARTNER's ability to comply with the TRADING PARTNER Agreement.

3.7 **Companion Guides.** The TRADING PARTNER acknowledges that MercyCare has created a companion guide for each of the Transactions. The TRADING PARTNER agrees that it, and if applicable each THIRD PARTY, will comply with MercyCare companion guides for the Transactions.

4. **Concurrence for Test Modifications to HHS Transaction Standards.** The TRADING PARTNER agrees and understands that there exists the possibility that MercyCare or others may request an exception from the uses of a standard in the HHS Transaction Standards. If this occurs, TRADING PARTNER agrees that it will participate in such test modification (45 CFR Part 162.904(a)(4)).
5. **Adequate Testing.** The TRADING PARTNER agrees that it will adequately test business rules appropriate to its types and specialties.
6. **Deficiencies.** The TRADING PARTNER agrees that it will correct transaction errors or deficiencies identified by the MercyCare.
7. **Incorporation of Modifications to HHS Transaction Standards.** The TRADING PARTNER understands that from time to time HHS may modify and set compliance dates for the HHS Transaction Standards. The TRADING PARTNER agrees it will incorporate by reference into this Agreement any such modifications or changes (45 CFR Part 160.104).
8. **Code Set Retention.** Both parties understand and agree to maintain code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer (45 CFR Part 162.925(c)(2)).
9. **Privacy:**
  - 9.1 **Protected Health Information (PHI).** MercyCare and the TRADING PARTNER will comply with all applicable State and Federal privacy statutes and regulations concerning the treatment of PHI.
  - 9.2 **Notice of Unauthorized Disclosures and Uses.** MercyCare and the TRADING PARTNER will promptly notify the other party of any unlawful or unauthorized use or disclosure of PHI which disclosure may have an impact on the other party that comes to the party's attention and will cooperate with the other party in the event that any litigation arises concerning the unlawful or unauthorized disclosure or use of PHI.
  - 9.3 **Injunctive Relief.** MercyCare retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by TRADING PARTNER, its THIRD PARTY, or any agent, or contractor that received PHI from TRADING PARTNER
10. **Security.**
  - 10.1 **Data Security.** MercyCare and the TRADING PARTNER will maintain reasonable security procedures to prevent unauthorized access to data, data transmissions, security access codes, envelope, backup files, and source documents. Each party will immediately notify the other party of any unauthorized attempt to obtain access to or otherwise tamper with data, data transmissions, security access codes, envelope, backup files, source documents or the other party's operating system which attempt may have an impact on the other party.

10.2 **Operating Systems Security.** MercyCare and the TRADING PARTNER will develop, implement, and maintain appropriate security measures for its own operating system. MercyCare and the TRADING PARTNER will document and keep current its security measures. Each party's security measures will include, at a minimum, the requirements and implementation features set forth in 45 CFR Parts 160, 162, and 164 and all applicable HHS implementation guidelines.

11. **Termination of Agreement.** The TRADING PARTNER agrees that the MercyCare has the right to immediately terminate this Agreement if MercyCare determines that the TRADING PARTNER or its THIRD PARTY has violated a material term of this Agreement (45 CFR Part 164.506(e)(2)(ii)(B)).

12. **Choice of Law.** This Agreement shall be governed by the law of the State of Wisconsin.

13. **Miscellaneous:**

13.1 **Binding Nature and Assignment.** This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

13.2 **Notices.** Whenever under this Agreement one Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States mail, postage prepaid, and addressed as follows:

**MercyCare Health Plan**  
PO BOX 2770  
Janesville WI 53547-2770  
Telephone: 800-752-3431  
Fax: 608-752-3751

### **TRADING PARTNER CONTACT INFORMATION**

Name — **Trading Partner COMPLETE WHEN KNOWN**  
Address Line 1 — **Trading Partner**  
Address Line 2 — **Trading Partner**  
(City, State, Zip Code) — **Trading Partner**  
Telephone Number — **Trading Partner**  
Fax Number — **Trading Partner**  
E-mail Address — **Trading Partner**

Either party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

14. **Amendments.** No change, waiver, or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

15. **Certification.** To be completed by Trading Partners using Third Parties:

The TRADING PARTNER hereby certifies that the Third Party(ies) identified below is or are authorized to exchange EDI transactions on the TRADING PARTNER's behalf. The TRADING PARTNER must also comply with obligations noted in section 3.1 of this Agreement.

**TRANSACTION DESCRIPTION THIRD PARTY NAME**

**LIST THIRD PARTY NAME AFTER TRANSACTION**

- X12 270 / 271 Health Care Eligibility Benefit Inquiry / Response
- X12 276 / 277 Health Care Claim Status Request / Response
- X12 278 Health Care Services Review / Request for Response
- X12 834 Benefit Enrollment and Maintenance
- X12 835 Health Care Claim Payment / Advice
- X12 837 Health Care Claim: Dental
- X12 837 Health Care Claim: Institutional
- X12 837 Health Care Claim: Professional
- NCPDP 5.1 Telecommunication Standard for Retail Pharmacy

**IN WITNESS WHEREOF**, the TRADING PARTNER and the MercyCare have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

**NAME** — Trading Partner **COMPLETE WHEN KNOWN**

**SIGNATURE** — Trading Partner

**DATE SIGNED** — Trading Partner

**MercyCare Insurance Company**

**MercyCare HMO, Inc.**

**By:** \_\_\_\_\_  
**Date**

**By:** \_\_\_\_\_  
**Date**

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

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

Return both completed forms (two sets) to the following address:  
MercyCare Health Plan  
PO BOX 2770  
Janesville WI 53547-2770