



Dual-Eligible Special Needs Plan (D-SNP) Electronic Data Interchange Trading Partner Agreement

I. Overview

The Trading Partner identified below wishes to exchange electronic transactions with the Indiana Family and Social Services Administration (FSSA) for the purposes of submitting Medicare Advantage Dual-Eligible Special Needs Plan (D-SNP) encounter claims for Indiana Medicaid members enrolled in the Trading Partner's D-SNP. This agreement establishes the terms and conditions between the Trading Partner and Indiana FSSA regarding such exchange of electronic transactions.

II. Parties

- A. The Indiana Family and Social Services Administration ("FSSA") is the state agency, as designated by Indiana law, to administer the Indiana Medicaid program under Title XIX of the Social Security Act. FSSA also administers the Children's Health Insurance Program (CHIP) under Title XIX of the Social Security Act.
- B. This agreement ("Trading Partner Agreement" or "Agreement") is by and between FSSA and the Trading Partner identified below.
- C. Routine communications regarding data transmissions may be directed to the FSSA by contacting:

**ATTN: EDW Helpdesk
Indiana Family and Social Services Administration
Division of Strategy and Technology
Electronic Data Interchange (EDI)
Trading Partner Agreement
100 North Senate Avenue, Suite N200
Indianapolis, IN 46204**

Email: edw-helpdesk@fssa.in.gov

- D. Formal notices required by this Agreement should be sent to the following FSSA point-of-contact:

**ATTN: Andrew Bean—Medicare and Medicaid Coordination Manager
Indiana Family and Social Services Administration
402 West Washington Street
Room W382, MS07
Indianapolis, IN 46204-2739**

- E. The individual designated below by the Trading Partner as Primary Contact will serve as the Trading Partner's primary point-of-contact between FSSA and the Trading Partner. The Trading Partner will notify FSSA within fifteen (15) days from the date of any change to Trading Partner's primary point-of-contact.

Trading Partner (*Medicare Advantage Organization*), contact information, and data exchange requirements:

Company Name: _____

Trading Partner Identification Number: _____

Primary Contact/Custodian Name: _____

Address: _____

City, State, and ZIP: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

F. Type of data you are exchanging (check all that apply):

- 837D-Batch Health Care Claims Dental
- 837I-Batch Health Care Claims Institutional
- 837P-Batch Health Care Claims Professional
- Prescription Drug Event (PDE) Claims
- RJ – Reject File
- TA1 – Acknowledgement File
- 999 – Implementation Acknowledgement (A/R/P)
- Pharmacy Acknowledgement Files
- Other _____

III. Terms and Conditions

The Trading Partner agrees:

- A. Term. The term of this Agreement is for one (1) year from the date this Agreement is executed (signature date below) and may be renewed in one (1) year increments thereafter unless terminated by either party as provided herein. Either party may terminate this Agreement, with or without cause, by providing the other party thirty (30) days prior written notice; provided however:
1. FSSA may consider termination of this Agreement—for any reason—a material breach of Section 5.A.3 of Exhibit 1 the CY2022 State Medicaid Agency Contract (SMAC). If Trading Partner is unable to cure such breach within sixty (60) calendar days after the receipt of a notice from FSSA specifying the breach, Trading Partner acknowledges that termination of this Agreement will likely result in concurrent termination of Trading Partner’s CY2022 SMAC.
 2. If Trading Partner is in material breach of this Agreement and fails to cure such breach within thirty (30) days of written notice by FSSA, FSSA may immediately terminate this Agreement thereafter and cease exchanging Data with the Trading Partner; FSSA, at its sole discretion, may provide additional time for the Trading Partner to cure such breach if such extension is reasonable based on the circumstances.

3. If this Agreement ceases to comply with applicable statutory or regulatory requirements under federal or state law, and the parties are unable to mutually agree to and execute a new Trading Partner Agreement that complies with such requirements FSSA may immediately terminate this Agreement and cease exchanging Data with Trading Partner.
4. FSSA and the Trading Partner will exchange electronic transactions (collectively, the “Data”); such transactions types and exchange or transmission methods (e.g., batch) shall include and are limited to the following, however, Trading Partner will exchange those transactions selected in Section II (f) above:
 - 837D – Batch Health Care Claim Dental
 - 837I – Batch Health Care Claim Institutional
 - 837P - Batch Health Care Claim Professional
 - Prescription Drug Event (PDE) Claims
 - RJ – Reject File
 - TA1 – Acknowledgement File
 - 999 – Implementation Acknowledgement
 - Pharmacy Acknowledgement Files
5. This Trading Partner Agreement supersedes any and all previous Trading Partner Agreements, or other agreement(s) between the parties with respect to the D-SNP Encounter data specified herein.
6. All instructions or interpretations issued to the Trading Partner by FSSA concerning this Agreement or the Data shall not be valid unless issued in writing by FSSA, including written instructions provided via the IN D-SNP Medicare Encounter Data Companion Guides that will be provided by the State. to ensure the Data submitted to the other party in each electronic transaction is timely, complete, accurate, and secure. The parties will each implement reasonable safeguards over the Data to prevent unauthorized access to or improper disclosure of the Data including, but not limited to the electronic transmission of the Data between the parties. Further, the Trading Partner agrees that it will comply with FSSA’s requirements, as identified by FSSA, regarding the encryption of the Data for electronic transmission between the parties and the method and means by which the Data transactions are electronically exchanged between the parties, for batch transactions.
7. Unless otherwise agreed to in writing by FSSA, the Trading Partner agrees that the Data furnished to the Trading Partner by FSSA under this Agreement shall be used solely for the purposes described herein and will not be used by or disclosed to any third party except to subcontractors or agents of the Trading Partner performing services relevant to this Agreement on the Trading Partner’s behalf and that such subcontractors or agents are to be contractually obligated to safeguard the Data with the same level of care required of the Trading Partner hereunder and not use or further disclose the Data except as may be legitimately provided for in such contract. This obligation of the Trading Partner to safeguard the Data continues beyond the termination of the agreement or any subcontracted agreement.
8. **Data Instructions.**
 - a. The Trading Partner must identify the applicable Data transactions it is required to conduct with FSSA in Section II of this Agreement, including transmission method.
 - b. The Trading Partner may not change (add or remove) the Data transactions it conducts with FSSA without providing at least sixty (60) days advance written notice and obtaining written approval from FSSA; such notice will amend Section II of this Agreement accordingly.

- c. The method and means by which the Data transactions will be electronically exchanged between FSSA and the Trading Partner, including batch and encryption requirements, will be provided to the Trading Partner from FSSA. The Trading Partner acknowledges that such instructions may be modified from time-to-time by FSSA and agrees to follow such instructions within the timeframe imposed by FSSA, which shall be, at a minimum, thirty (30) days.
- d. The Trading Partner will submit only electronic Medicare Advantage encounter transactions pertaining to members enrolled in the Trading Partner's respective Indiana D-SNP.
- e. The Trading Partner agrees to affix the CMS-assigned unique identifier number (submitter identifier) of the provider on each encounter claim that is electronically transmitted to the CMS contractor.
- f. The Trading Partner acknowledges that the CMS-assigned unique identifier number (submitter identifier) constitutes the provider's legal electronic signature and when used for encounter claim submission, it constitutes an assurance by the provider that services were performed as billed.

9. **HIPAA TCS.**

- a. All Data transactions will be conducted by the parties as Standard Transactions as that term is defined in 45 CFR Parts 160 and 162, Health Insurance Reform; Standards for Unique Health Identifier for Health Care Providers, Standard for Unique Health Employer Identifier, and Standards for Electronic Transactions and Code Sets (collectively, "HIPAA TCS"), including any modifications made to HIPAA TCS by the Department of Health and Human Services ("HHS").
- b. From time-to-time HHS may modify HIPAA TCS; the Trading Partner understands and agrees that it will, at its own expense, undertake whatever modifications to its computer systems that are necessary to comply with such modifications to HIPAA TCS and do so within the compliance dates set forth therein. Further, the Trading Partner agrees that it will cooperate with FSSA and/or any designated subcontractor regarding the testing of any such modification following a plan and timeline imposed by FSSA. FSSA, at its own expense, will likewise undertake whatever modifications are required to comply with HHS's modified HIPAA TCS.

10. The Trading Partner acknowledges that it is either a Covered Entity and/or a Business Associate of the FSSA, as those terms are defined in CFR 45 Parts 160 and 164 Standards for Privacy of Individually Identifiable Health Information ("HIPAA Privacy Rule"); and, the Trading Partner agrees that as a Covered Entity and/or Business Associate it must comply with the applicable standards under CFR 45 Parts 160, 162, and 164, commonly referred to as HIPAA Administrative Simplification including, but not limited to, implementing appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of Protected Health Information (as that term is defined therein) that it receives, creates, or maintains. Further, the Trading Partner acknowledges that it is subject to certain civil and criminal penalties under HIPAA Administrative Simplification for violations of the standards therein. FSSA will likewise comply with the HIPAA Privacy Rule, as applicable.

11. The Trading Partner agrees that the exchange of Data with FSSA will be done at the Trading Partner's sole expense and that FSSA is not directly or indirectly responsible for any of Trading Partner's costs associated with the Data exchange contemplated under this Agreement.

12. **Communications and Notice.**

- a. Standard operating procedure shall be that communications between the parties will be between the primary contact for the Trading Partner and the FSSA (and/or any designated subcontractor) as identified in Section II above.

13. **Severability.**
 - a. The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

14. **Breach Notification.**
 - a. As a Covered Entity and/or Business Associate under HIPAA Administrative Simplification, the Trading Partner acknowledges that it is subject to 45 CFR Parts 160 and 164, Subpart D, Breach Notification for Unsecured Protected Health Information (“HIPAA Breach Rule”).
 - b. The Trading Partner has already agreed to FSSA terms regarding confidentiality, security, and privacy of personal information under Section 12 of its State Medicaid Agency Contract (SMAC), which includes requirements pertaining to the “HIPAA Breach Rule” as well as timeframes and procedures required upon discovery of a Potential Security Incident in which Protected Health Information (PHI) or Personally Identifiable Information (PII) has been improperly disclosed. With respect to the Data provided to the Trading Partner by FSSA and to the extent that such Data includes Protected Health Information (as that term is defined in the HIPAA Privacy Rule), the Trading Partner acknowledges and agrees to be bound herein by all relevant requirements set out in its State Medicaid Agency Contract (SMAC), which is incorporated by reference here.
 - c. The parties agree that they are each responsible for any Breach of the Data in their respective safekeeping and each assumes all liability regarding such Breach and hereby indemnifies and holds harmless the other and the State of Indiana from any loss, damage, costs, expense, judgment, sanction, or liability, including but not limited to, consequential damages and attorney’s fees and costs that the Trading Partner or FSSA, and the State of Indiana may incur resulting from such Breach.

15. Both parties hereto, in the performance of this Trading Partner Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

16. This Trading Partner Agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in the State of Indiana.

17. **Compliance with Companion Guides.**
 - a. The Trading Partner agrees that it will fully comply with the IN D-SNP Medicare Encounter Data Companion Guides then in force with respect to the Data transactions it conducts with FSSA. A Data transaction version that is not valid for the date of submission will be rejected and not processed by FSSA.

18. The IN D-SNP Medicare Encounter Data Companion Guides for electronic transactions will be provided by the State.
 - a. To the extent permitted by law, electronic Data transmissions shall not be deemed to have been accepted by FSSA until the Trading Partner receives the acknowledgement specified in the FSSA companion guide or applicable instructions for the applicable electronic Data transaction.
 - b. The Trading Partner bears the risk of any system failures that result in failed or garbled transmissions of the Data transactions. FSSA is not liable for any damages or expenses resulting from erroneous or failed transmissions of Data or lost Data including, but not limited to, lost profits.

- c. The Trading Partner will provide timely notice to the FSSA regarding any changes in the Trading Partner’s Data transaction transmission source or receipt requirements that would require action by the FSSA to accommodate such changes; the FSSA will address any such changes in a reasonable and timely manner but cannot warrant any specific timeframe or guarantee that it can accommodate any such change.
19. The Trading Partner warrants its authority to disclose to FSSA and State Designee, the Data contained in each transaction submitted to FSSA and will provide evidence of that authority to FSSA upon FSSA’s request.

IV. Signature

Please complete the signature information in this section and return the signed Trading Partner Agreement to the following address or email to: Andrew.Bean@fssa.IN.gov

**ATTN: Andrew Bean – Medicare and Medicaid Coordination Manager
 Indiana Family and Social Services Administration
 402 West Washington Street
 Room W382, MS07
 Indianapolis, IN 46204-2739**

On behalf of the Trading Partner, the undersigned individual hereby attests that he or she is authorized to enter into this Trading Partner Agreement and understands and agrees to all terms specified herein:

 (Name and Title of Individual – Typed or Printed)

 (Company/Organization)

 (Street Address)

 (City/State/ZIP Code)

 (Phone No. – Including Area Code and Email Address, if Applicable)

 (Signature) (Date)