TRADING PARTNER AGREEMENT
ELECTRONIC DATA INTERCHANGE (EDI)

State Form 51402 (R1-08) / Part of State Publication 286
Indiana State Department of Health

This document constitutes an agreement to the following provisions for exchanging Electronic Data Interchange (*EDI*) between the Trading Partner listed under the Signatures heading in this agreement and the Indiana State Department of Health (*ISDH*).

A. Definitions.

1. "HIPAA" means the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

2. "PHI" means protected health information as defined by HIPAA, but limited to the PHI that is exchanged between the parties to this agreement.

3. "Confidential Information" means information concerning ISDH health plan participants or any information obtained by Trading Partner from ISDH.

4. "Providers" are healthcare providers who are clients and Business Associates of Trading Partner, as defined under the Administrative Simplification provisions of HIPAA.

B. The Trading Partner agrees:

1. That it will conform to the requirements of HIPAA as concerns PHI and that it will take no action which adversely affects ISDH's HIPAA compliance.

2. That it will promptly notify ISDH of any and all unlawful or unauthorized disclosures of Confidential Information or PHI that come to its attention and that it will cooperate with ISDH in the event any litigation arises concerning the unauthorized use, transfer, or disclosure of either confidential information or PHI.

3. That it will use sufficient security procedures to ensure that all HIPAA transmissions with ISDH are authorized and to protect all participant-specific PHI from improper access.

4. That all files it transmits to ISDH will comply with the national Electronic Data Interchange (*EDI*) Transaction Set Implementation Guide effective on the date of transmission.

5. That it will establish and maintain procedures and controls so that Confidential Information shall not be used by agents, officers, or employees of the trading partner other than for its intended purpose.

6. That the information stated in any EDI Trading Partner Profile(*s*) submitted with this Agreement, or subsequently, is correct and complete.

7. That it will allow ISDH 30 days after receipt of written notice from the provider if there is any change in the trading partner representative or location where electronic transactions are sent.

8. That it is bound by written agreement with the provider to comply with state and federal law, if the Trading Partner is an intermediary for the billing provider.

C. Indiana State Department of Health agrees:

1. That it will conform to the requirements of HIPAA as concerns PHI and that it will take no action which adversely affects the trading partner's HIPAA compliance.

2. That it will use sufficient security procedures to ensure that all HIPAA transmissions are authorized and to protect all participant-specific PHI from improper access.

3. That all files it transmits to Trading Partner will comply with the national Electronic Data Interchange (*EDI*) Transaction Set Implementation Guide effective on the date of transmission.

D. Both parties agree:

1. That data transmitted between them will not be considered as received and no responsibility assigned until accessible at the receiving party's computer.

2. That upon receiving any HIPAA transaction from the other, to prepare and transmit a timely response or an acknowledgment of transaction receipt. If acceptance of a transaction is required, a document is not considered received until an acceptance acknowledgement is returned.

3. That it will notify the other party within a reasonable time frame if any transmitted data are received in an unintelligible or garbled form.

4. That it will provide and maintain the equipment, software, services, and testing necessary to transmit data with the other party.

5. That it will conduct business and perform under this agreement as required by this agreement and as required by any applicable rules or regulations.

6. That this agreement will remain in effect until terminated by either party with at least 30 days prior written notice. The notice will specify the effective date of termination, but will not affect the obligations or rights of either party prior to the effective date of termination. This agreement is automatically terminated in the event the Trading Partner or provider is disqualified through a federal administrative action or state action.

7. That any document transmitted according to this agreement will be considered an original and signed when received electronically. Neither party will contest the validity or enforceability of signed documents under any applicable law concerning whether certain agreements must be signed in writing to be binding. Neither party will contest the admissibility of copies of signed documents under the business records exception to the hearsay rule, the best evidence rule, nor the basis that the signed documents were not originated in documentary form.

8. That neither party will be liable to the other for any special, incidental, exemplary, or consequential damages resulting from any delay, omission, or error in the electronic transmission or receipt of any document, even if either party has been advised such damages are possible.

9. That both parties will attempt to resolve any issues relating to this agreement.

E. Signature:

I am authorized to sign this document on behalf of the indicated party and I have read and agree to the foregoing provisions and acknowledge same by signing below.

Trading Partner: _____

Authorized Signature: _____

Title of Authorized Signatory: _____

Date: _____

Address: _____

City: _____ State: _____ ZIP +4: _____

Phone: _____

Remittance Address:

Indiana State Department of Health
Office of HIPAA Compliance
EDI Division 3K
2 North Meridian Street
Indianapolis, IN 46204-3010
317-233-9803

ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER PROFLE – PROVIDER

State Form 51401 (R1-08) / Part of State Publication 286
Indiana State Department of Health

Indiana State Department of Health
Office of HIPAA Compliance
EDI Division 3K
2 North Meridian Street
Indianapolis, IN 46204 – 3010
(317) 233-9803

Provider of Service:

Name

_____

Address (*include suite*) _____

City _____ State _____ ZIP + 4 _____

Contact Name

_____

Telephone number _____ Fax number_____

E-Mail _____

Software Vendor Information:

(Providers, please complete this section if you are currently working with any Software vendor)
Please list all Software Vendor(*s*) used for submission of Medical, Dental, Vision, and Pharmacy electronic claims.

Software Vendor 1:

☐ X12 ☐ NCPDP V5.1

Name

_____

Address (*include suite*): _____

City _____ State _____ ZIP + 4 _____

Contact Name

_____

Telephone number _____ Fax number_____

E-Mail _____

Software Vendor 2:

☐ X12 ☐ NCPDP V5.1

Name

_____

Address (*include suite*) _____

City _____ State _____ ZIP + 4 _____

Contact Name

_____

Telephone number _____ Fax number_____

E-Mail _____

Clearinghouse Information:

(*Providers, please complete this section if you are currently working with any clearinghouse / switch to submit transactions to the Indiana State Department of Health)*
Please list all Clearinghouse(*s*) used for submission of Medical, Dental, Vision, and Pharmacy electronic claims.

Clearinghouse 1:

☐ X12 ☐ NCPDP V5.1

Name

_____

Address (*include suite*) _____

City _____ State _____ ZIP + 4 _____

Contact Name

_____

Telephone number _____ Fax number_____

E-Mail _____

Clearinghouse 2:

☐ X12 ☐ NCPDP V5.1

Name

_____

Address (*include suite*) _____

City _____ State _____ ZIP + 4 _____

Contact Name

_____

Telephone number _____ Fax number_____

E-Mail _____

Indicate your request(s) for the EDI transactions below

Inbound (*sent from you to ISDH*):

- ☐ Health Care Claim (*837*)
- ☐ Prior Authorization (*278*)
- ☐ Eligibility Request (*270*)
- ☐ Claim Status Request (*276*)
- ☐ Prior Authorization (*NCPDP P1-P4*)
- ☐ Billing / Reversal (*NCPDP B1, B2*)
- ☐ Re-bill (*NCPDP B3*)
- ☐ Eligibility Verification (*NCPDP E1*)

Outbound (*sent from ISDH to you*):

- ☐ Payment Advice (*835*)
- ☐ Prior Authorization (*278*)
- ☐ Eligibility Request (*271*)
- ☐ Claim Status Request (*277*)
- ☐ Response (*NCPDP B1, B2*)

Remittance Advices are provided twice weekly include claims submitted electronically and on paper.

Data Transmission / Retrieval Method
(please complete if you will be submitting transactions directly from your office to Indiana State Department of Health):

- ☐ Asynchronous Dial-up
- ☐ Secure FTP (*planned for future use*)
- ☐ Side by Side VPN connection

I am authorizing the outbound transactions indicated to be retrieved by:

- ☐ Provider of Service
- ☐ Software Vendor /Third party vendor
- ☐ Clearinghouse / Switch

Authorized Signature _____

Title of Authorized Signatory _____

Date (*mm/dd/yyyy*)_____

ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER PROFILE – CLEARINGHOUSE

State Form 51441 (R1-08) / Part of State Publication 286
Indiana State Department of Health

Indiana State Department of Health
Office of HIPAA Compliance
EDI Division 3K
2 North Meridian Street
Indianapolis, IN 46204 – 3010
(317) 233-9803

Provider of service, _____ has informed us that they would like to begin doing Electronic Data Interchange (*EDI*) transactions with the Indiana State Department of Health (*ISDH*). They have informed us that you are their Business Associate for their EDI transactions. Therefore, in order to begin the process, please complete this document and sign the EDI Trading Partner Agreement. Please return these documents to the address below. Upon receipt of the Trading Partner Profile and Trading Partner Agreement, a member of the ISDH EDI staff will contact you concerning your EDI setup and testing. If you have already submitted a profile and an agreement to the ISDH, please notify us; you will not need to complete these forms again.

Clearinghouse:

Name

_____

Address (*include suite*)_____

City_____ State_____ ZIP + 4 _____

Contact Name

_____

Telephone number _____ Fax number_____

E-Mail: _____

Indicate below which EDI transactions you will be submitting

☐ X12 ☐ NCPDP V5.1

Inbound (*sent from you to ISDH*):

- ☐ Health Care Claim (*837*)
- ☐ Prior Authorization (*278*)
- ☐ Eligibility Request (*270*)
- ☐ Claim Status Request (*276*)
- ☐ Prior Authorization (*NCPDP P1-P4*)
- ☐ Billing / Reversal (*NCPDP B1, B2*)
- ☐ Re-bill (*NCPDP B3*)
- ☐ Eligibility Verification (*NCPDP E1*)

Outbound (*sent from ISDH to you*):

- ☐ Payment Advice (*835*)
- ☐ Prior Authorization (*278*)
- ☐ Eligibility Request (*271*)
- ☐ Claim Status Request (*277*)
- ☐ Response (*NCPDP B1, B2*)

Remittance Advices are provided twice weekly and include claims submitted electronically and on paper. Outbound transmissions will only be available with prior authorization from billing provider.

Data Transmission / Retrieval Method

☐ Asynchronous Dial-up
☐ Secure FTP (*planned for future use*)
☐ Side by Side VPN connection

Authorized Signature _____

Title of Authorized Signatory _____

Date (*mm/dd/yyyy*)_____

ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER INSTRUCTIONS

The Indiana State Department of Health (ISDH) is committed to conducting its business transactions with the health care provider community as efficiently as possible. Therefore, ISDH encourages all participating providers to utilize Electronic Data Interchange (EDI), as is appropriate and practical.

Providers and Clearinghouses who are interested in filing claims electronically with ISDH are required to become an ISDH trading partner.

There are currently three (3) methods of exchanging data with ISDH. Please use the grid below to determine what forms are required depending on your data exchange method.

Method #	Data Exchange Method	Trading Partner Agreement	Trading Partner Profile – Provider	Trading Partner Profile – Clearinghouse
1	Provider sends EDI direct to ISDH	Required Provider Completes	Required Provider Completes	N/A
2	Provider sends EDI using a Software Vendor	Required Provider Completes	Required Provider Completes	N/A
3	Provider sends EDI using a Clearinghouse	Required Clearinghouse Completes	Required Provider Completes	Required Clearinghouse Completes

Method #1: Direct EDI

ISDH requires all providers exchanging electronic data with the ISDH directly to complete and submit the Trading Partner Agreement Form and an EDI Trading Partner Profile-Provider Form.

Please refer to our EDI Companion Guides at http://www.bccp.in.gov/ for additional requirements and current status of Direct EDI submission.

Method #2: EDI exchange through a Software Vendor

ISDH requires all providers exchanging electronic data through an intermediary to complete and submit the Trading Partner Agreement form and an EDI Trading Partner Profile-Provider form.

Software vendors who are acting as a network switch between providers and clearinghouses are NOT required to become an ISDH Trading Partner but have to be certified by ISDH. Certification is done by testing with ISDH.

Method #3: EDI exchange through a Clearinghouse

ISDH requires all providers exchanging electronic data through a clearinghouse to complete and submit the EDI Trading Partner Profile-Provider Form.

Providers of Service who exchange electronic data via a clearinghouse do **NOT** need to submit a Trading Partner Agreement.

The clearinghouse is the trading partner and is required to submit both EDI Trading Partner Profile-Clearinghouse Form and Trading Partner Agreement Form.

Forms:

1. **Trading Partner Agreement**
   The Trading Partner Agreement is an understanding between parties who have chosen to become electronic business partners. The Trading Partner Agreement stipulates the general terms and conditions under which the partners agree to exchange information electronically. If an entity is sending multiple transaction types electronically, only one signed Trading Partner Agreement is required.

   If a provider of service is submitting transactions through a clearinghouse, the clearinghouse is the trading partner and a Trading Partner Agreement is not required from the provider of service.

2. **Trading Partner Profile-Provider**
   The Trading Partner Profile-Provider provides us with needed information that is required to ensure HIPAA compliant data exchanges.

   ISDH requires all providers exchanging electronic data with ISDH directly or through an intermediary to complete and submit the EDI Trading Partner Profile-Provider Form.

3. **Trading Partner Profile-Clearinghouse**
   The Trading Partner Profile-Clearinghouse provides us with needed information that is required to ensure HIPAA compliant data exchanges.

   ISDH requires all clearinghouses exchanging electronic data with the ISDH to complete and submit the EDI Trading Partner Profile-Clearinghouse Form.

The completed document(s) must be signed and mailed to the following address:

Indiana State Department of Health
Office of HIPAA Compliance
EDI Division 3K
2 North Meridian Street
Indianapolis, IN 46204-3010

Once the required documents are received, we will determine whether ISDH requires a Trading Partner Agreement be sent to the clearinghouse indicated in the Trading Partner Profile-Provider form.

Upon receipt of the Trading Partner Profile and Agreement, the trading partner will be contacted to conduct EDI testing and or implementation.

If you have any questions about these forms or about the process, please contact our EDI Division at 317-233-9803.