

Trading Partner Agreement and Connectivity Form

All entities wishing to submit claims through 837 HIPAA files must be connected to the Alliance Claim System. If the entity is using a clearinghouse, billing service or third-party biller, please fill out the applicable box. **For detailed instructions, see page 3.**

Save time, submit online!

Instead of completing this PDF, you can now submit this information online at AllianceHealthPlan.org/forms/1.

○ This is a new trading partner agreement (TPA)						
This is an update to an existing trading partner agreement (TPA)						
I. Provider information (required)						
1. Provider name	2. Business legal name (if di	ifferent)	3. NPI			
4. Provider contact name	5. Title	6. Contact email		7. Phone		
II. Clearinghouse information (if applicable)		III. Billing service/	III. Billing service/Third-party biller (if applicable)			
8. Clearinghouse name		15. Company name	15. Company name			
9. Contact name	10. Title	16. Contact name		17. Title		
11. Contact email	12. Phone	18. Contact email		19. Phone		
13. Address (street, city, state, postal code)		20. Address (street, city	20. Address (street, city, state, postal code)			
14. Tax ID		21. Tax ID	21. Tax ID — — — — — — — — — — — — — — — — — —			
Trading partner signature (sign or type) X	Date (mm/dd/yyyy)	Send 835 to Provider Send 835 to Clearinghouse	edinotifications@al	ved or scanned form to liancehealthplan.org.		

By completing and returning this form to Alliance Health, the Trading Partner attests and agrees to the following: the information provided is true, accurate, and complete; it has read, understands and will abide by the terms and conditions of the Trading Partner Agreement and Connectivity Form; and the Trading Party is a duly authorized representative to complete and submit such agreement on behalf of the party it represents.

Trading Partner agrees:

- 1. That it shall comply with the connectivity, transmission, security and other requirements set forth in the Companion Guide. The Companion Guide is available on Alliance's website at AllianceHealthPlan.org under Provider Documents
- 2. To access only the information, including but not limited to PHI, concerning services provided to members by (i) Trading Partner and its employed providers, (ii) providers who are owners of Trading Partner or (iii) providers who have contracted with Trading Partner for EDI services.
- 3. Not to copy, reverse engineer, disclose, publish, distribute, de-identify, alter or use data, data transmission or Envelopes for any purpose other than for which Alliance has specifically authorized Trading Partner under the terms of this Agreement.

- 4. Not to obtain or attempt to obtain access by any means to data, data transmissions, Envelopes, or Alliance's Operating System for any purpose other than as Alliance has specifically granted Trading Partner access under this Agreement. In the event that Trading Partner receives data or data transmissions from Alliance not intended for Trading Partner, Trading Partner will immediately notify Alliance at privacysecurity@alliancehealthplan.org and destroy the data.
- 5. To protect and maintain the confidentiality of Security Access Codes that Alliance issues to Trading Partner from unauthorized access. The Trading Partner must notify Alliance immediately whenever they have reason to believe that Access Codes issued by Alliance have been compromised or disclosed to unauthorized persons including but not limited to former Trading Partner employees.
- 6. To maintain complete, accurate and unaltered copies of all Source Documents, including backup files, electronic tapes or other sufficient means to recreate the data, from all data transmissions it receives from the other for not less than six (6) years from the date that they are received. All retained records will be subject to the provisions of this Agreement, including but not limited to, the security measures as data and data transmissions. Medicaid records shall be maintained a minimum of ten (10) years.

Alliance Health agrees:

- 1. To make available to Trading Partner, via electronic means, data and data transmissions for which this Agreement grants Trading Partner access or authorization, or as provided by law; provided, however, that Trading Partner agrees that access to the Alliance Operating System provided by Alliance is without warranty of any kind, either expressed or implied and Trading Partner further assumes the entire risk as to the performance of Alliance.
- 2. To provide Trading Partner with Security Access Codes, limited to authorized personnel, that will allow Trading Partner access to Alliance Operating System. Alliance reserves the right to change Security Access Codes at any time and in such manner as Alliance, in its sole discretion, deems necessary.

Both Parties agree:

- 1. That the term of this Agreement shall be for one year from the Effective Date, at which time it will automatically renew for successive periods of one (1) year unless otherwise terminated in accordance with this Agreement. Either Party may terminate this Agreement with or without cause with no less than thirty (30) days prior written notice to the other.
- 2. That terms not specifically defined in this Agreement will be defined as set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Alliance policies, procedures, benefit plan materials or other written materials, if applicable, and will be construed consistent with applicable law.
- 3. That each Party is or will be equipped at its own expense with an Operating System and the trained personnel necessary to engage in the successful exchange of electronic data.
- 4. That each Party will comply with all applicable privacy and security laws and regulations concerning the use and disclosure of Protected Health Information, including, but not limited to, the requirements of HIPAA and its implementing privacy regulations at 45 C.F.R. Parts 160-164, and its implementing security regulations at 45 C.F.R. Parts 160-164, and its implementing security regulations at 45 C.F.R. Parts 160-164, and its implementing security regulations.
- 5. That in keeping with 45 C.F.R. 162.915 (or successor regulation), neither this Agreement nor the Companion Guide shall be construed to permit Trading Partner or Alliance to: (a) change the definition, data condition, or use of a data element or segment in a standard; (b) add any data elements or segments to the maximum defined data set; (c) 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.
- 6. That each will take reasonable care to ensure that data transmissions are timely, complete, accurate, and secure. Each Party will employ accuracy and security measures necessary to protect and successfully transmit data between them, in compliance with the Transaction Rules and any Department of Health and Human Services (DHHS) implementing regulations or guidelines and as set forth in this Agreement.
- 7. That Alliance and Trading Partner will use National Standard Identifiers (NSIs) in all data and data transmissions conducted between the Parties.
- 8. That each Party will maintain reasonable security procedures to prevent unauthorized access to 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. Such security procedures shall include maintaining a record of authorized personnel with the date access is granted and terminated which shall be made available to the other Party upon request.
- 9. That each Party will treat the other Party's information obtained or learned in connection with this Agreement as confidential and will not use the other Party's Proprietary Information for their own commercial benefit or any other purpose not authorized in this Agreement. Each Party will safeguard the other Party's Proprietary Information against unauthorized disclosure and use. Notwithstanding the foregoing, this provision shall not prevent a Party from disclosing Proprietary Information that belongs to the other Party that (i) was previously known to such Party free of any obligation to keep it confidential as evidenced by written documentation; (ii) is or becomes generally available to the public by other than unauthorized disclosure; (iii) is developed by or on behalf of such Party independent of any information furnished under this Agreement as evidenced by written documentation; (iv) is received from a third party whose disclosure does not violate any confidentiality obligation; or (v) is required to be disclosed by law, including without limitation, by applicable public records law, or by any governmental agency having jurisdiction pursuant to an order to produce or in the course of a legal proceeding pursuant to a lawful request for discovery.
- 10. That only its authorized employees will be granted access to data, data transmissions, Security Access Codes, Envelope, backup files, Source Documents or the other Party's Operating System and thatthis access and any information obtained through this access is not transferable to any outside person or entity, including but not limited to Providers, billing agents, billing services, vendors, clearinghouses, and business associates, unless agreed to by Alliance through the EDI stakeholder registration process.
- 11. The parties agree that in the event of any incidents that Alliance determines in good faith present an unacceptably high risk to the Alliance information systems infrastructure (including, but not limited to all Alliance data and information), Alliance shall notify, and have the right to suspend immediately, the affected Trading Partner to Alliance network connectivity until Alliance determines that the risk has been acceptably mitigated at which time, reasonable efforts will be taken to re-instate the connection in a timely manner. Trading Partner agrees that in the event that connectivity is suspended, Alliance will not be liable for any losses resulting from losing access to network connectivity. Il be subject to the provisions of this Agreement, including but not limited to, the security measures as data and data transmissions. Medicaid records shall be maintained a minimum of ten (10) years.

Alliance Health Trading Partner Agreement and Connectivity Form Instructions

The Alliance Health Trading Partner Agreement and Connectivity Form (TPA) formalizes the relationship between its trading partners to exchange electronic information. The form is required for any entity that wishes to submit electronic information. The TPA includes responsibilities of both parties to ensure secure electronic transmission. While a TPA is not required by HIPAA, the ASC Insurance Subcommittee strongly recommends that trading partners have binding agreements to provide security and assurance in the transfer of electronic information. Alliance Health has adopted this recommendation and implemented forms documents as a requirement for Electronic Data Interchange (EDI) transmission.

Who completes the TPA?

Any provider who is a direct sender of electronic transactions in Alliance Health must complete the TPA. The Electronic Connectivity information is contained within this agreement.

During the process you'll be asked to indicate whether this profile is to establish a new trading partner agreement or update an exiting trading partner agreement. Please also indicate whether the 835 should be sent to a Provider, Clearinghouse/Biller, or both.

I. Provider information

Fill out the information as follows:

Item on form	Information needed
*1. Provider name	Legal Provider name on Alliance Health contract
2. Business legal name (if different)	Another name that may apply
*3. NPI	NPI number
*4. Provider contact name	Authorized representative for provider
*5. Title	Authorized representative for provider
*6. Contact email	Authorized representative for provider
*7. Phone	Authorized representative for provider

II. Clearinghouse information

This applies only if you are a clearinghouse or will be using a clearinghouse.

Item on form	Information needed
8. Clearinghouse name	Company name
9. Contact name	Authorized representative for the clearinghouse
10. Title	Authorized representative for the clearinghouse
11. Contact email	Authorized representative for the clearinghouse
12. Phone	Authorized representative for the clearinghouse
13. Address (street, city, state, postal code)	Address used in mailings
14. Tax ID	Tax ID of clearinghouse

III. Billing service/Third-party biller

This applies only if you are using a billing service or third-party biller.

Item on form	Information needed
15. Company name	Company name
16. Contact name	Authorized representative for the billing service/third-party biller
17. Title	Authorized representative for the billing service/third-party biller
18. Contact email	Authorized representative for the billing service/third-party biller
19. Phone	Authorized representative for the billing service/third-party biller
20. Address (street, city, state, postal code)	Address used in mailings
21. Tax ID	Tax ID of billing service/third-party biller

Signature and Attestation

After filling out the necessary information, please submit form with an electronic or handwritten signature.

Questions and Answers

Where do I send the form?

A signed copy of the Alliance TPA must be emailed to edinotifications@alliancehealthplan.org. A PDF signed copy is acceptable. Alternatively, you may submit this information online at AllianceHealthPlan.org/forms/1 where a PDF will be automatically generated and submitted.

What is the next step?

After Alliance receives the signed TPA, the Trading Partner will receive a notification from Alliance Health within five (5) business days.

What if my provider does not use a clearinghouse, billing service for a third-party biller?

Alliance Health requires all entities to complete this form if sending us electronic data and direct transmissions.

Do I fill this out if I work for a provider/health system?

No, your entity is responsible for submitting the TPA.

I do not have a contract with Alliance. Do I need to fill this out?

If your entity will be submitting electronic claims to Alliance Health, the TPA is required regardless of contracting status.

I am a practitioner working for a provider/health system? Do I submit this form?

No, your entity is responsible for submitting the TPA.

I am a provider agency but I have a clearinghouse. Do I submit this form?

No. Your clearinghouse is responsible for submitting this form. The clearinghouse must include the Provider Name for which they will be billing in the top portion of the form.

I just submitted a TPA recently. Do I have to submit another one?

Every billing entity/provider/clearinghouse must submit the new form even if a new or revised submission was done recently. We are requiring everyone that submits claims electronically to have this new form on file with Alliance.

I do not have any changes to my clearinghouse. Do I still need to submit a new form?

Yes. We are requiring everyone that submits claims electronically to have this new form on file with Alliance.