

APPENDIX I TRADING PARTNER AGREEMENT

All trading partners who will be participating in electronic transactions with the NY State of Health, The Official Health Plan Marketplace must first have a fully executed Trading Partner Agreement (TPA) with the NY State of Health. The TPA form is available on the following pages.

TRADING PARTNER AGREEMENT

This Trading Partner Agreement ("***Agreement***") is made and entered into on this ____ day of _____, 2020 (the "***Effective Date***"), by and between _____ ("***Trading Partner***"), and the **State of New York Department of Health** (STATE).

W I T N E S S E T H

WHEREAS, the Trading Partner has entered into a contract with the STATE to provide the Essential Plan to eligible individuals in New York, and must electronically exchange information and data with the NYSOH in connection with certain healthcare transactions; including:

- (i) benefit enrollment and maintenance for qualified individuals enrolling in coverage ("834 Transactions"), and
- (ii) encounter / health care claim transactions ("837 Transactions"), and

such other healthcare transactions that may be necessary pursuant to agreement by and between STATE and Trading Partner; and

WHEREAS, STATE and Trading Partner seek to address certain requirements that are applicable to the parties under regulations issued pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (as the same may be amended from time to time, "***HIPAA***") including, without limitation, the Standards for Electronic Transactions, which were issued in their final form on August 17, 2002 (as the same may be amended from time to time, the "***Transaction Regulations***"), and the Security Standards, which were issued in their final form on February 20, 2003 (as the same may be amended from time to time, the "***Security Standards***"); and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, Trading Partner and STATE agree to the foregoing and as follows:

1. General Obligations.

1.1 Compliance With Transaction Regulations. Each party shall, and shall cause its applicable subcontractors and agents to, comply with the applicable requirements of the Transaction Regulations and any applicable Implementation Specifications issued therein. STATE shall provide, and shall update from time to time as applicable, a HIPAA compliant (i) Trading Partner Information Companion Guide (the "***TPI Guide***"), (ii) an 834 Companion Guide; (iii) an 820 Companion Guide; (iv) an 837 Post Adjudicated Claims Data Reporting (PACDR) Companion Guide; (v) an Interface Control Document for Group Set Up File, and such other guides that may be necessary to provide specific instructions, where applicable, to assist Trading Partners in appropriately filling out their transactions for STATE (collectively referred to herein as "***Trading Partner Guides***"). These Trading Partner Guides will be distributed by the NYSOH's Plan Management department.

1.2 No Changes. With respect to each transaction, each party agrees that it will not change any definition, data condition or use of a data element or segment as proscribed in the Transaction Regulations and/or the applicable Implementation Specifications. Further, neither party will take any action to change the meaning or intent of the Implementation Specifications.

1.3 No Additions. With respect to each transaction, each party agrees that it will not add any data elements or segments to the maximum defined data set as proscribed in the Transaction Regulations and/or the applicable Implementation Specifications.

1.4 No Use. With respect to each transaction, each party agrees that it will not use any code or data elements that either are marked "not used" or are not in the Transaction Regulations and/or the applicable Implementation Specifications.

1.5 Testing Requirements. The Trading Partner Guides set forth the testing requirements that Trading Partner and/or its contractors and/or agents must implement and/or complete prior to submitting any live, production transactions to STATE or its fiscal agent. Trading Partner agrees to satisfy these requirements.

1.6 Communications. The Trading Partner Guides set forth specifications for establishing connectivity with, and transmitting transactions to STATE or its fiscal agent. Trading Partner agrees to satisfy these requirements.

1.7 Supplementary Specifications. The Trading Partner Guides set forth the current supplementary specifications ("*Supplementary Specifications*") of STATE with respect to the Transaction Regulations and any applicable Implementation Specifications. STATE shall have the right to amend the Supplementary Specifications and/or to provide additional supplementary specifications to Trading Partner from time to time (all of which shall constitute Supplementary Specifications for purposes of this Agreement). Trading Partner will be expected to implement such amendments and additions within sixty (60) calendar days following STATE publication of same, unless a shorter period is necessary to conform to applicable laws and/or regulations or otherwise required by STATE to ensure effective transactions.

1.8 Security Requirements.

(a) Each party will take reasonable care to ensure that the information submitted in each transaction is timely, complete, accurate and secure, and will take reasonable precautions to prevent unauthorized access to: (i) its own and the other party's transmission and processing systems; (ii) the transmissions themselves; and (iii) the control structure applied to transmissions between them.

(b) Each party is solely responsible for the preservation, privacy and security of data in its possession, including data in transmissions received from the other party and other persons. If either party receives from the other data not intended for it, the receiving party will immediately notify the sender to arrange for its return, re-transmission, or destruction, as the other party directs.

(c) Under the final HIPAA Security Regulations, parties entering into a Business Associate agreement relating to the electronic exchange of data will implement additional requirements as specified in the Security Regulations including, without limitation, requirements relating to encryption, Public Key Infrastructure (PKI) and other similar technologies

(d) Each party and its Business Associates shall be prohibited from: (i) transmitting healthcare transactions covered under this Agreement directly to STATE from outside of the U.S. or its territories, and (ii) from providing IP addresses or other information to STATE that would allow for transmission of healthcare transactions covered under this Agreement directly from STATE to a location outside the U.S. or its territories.

2. Costs and Expenses. Each party shall be responsible for any and all costs and expenses related to such party's compliance with the Transaction Regulations, any applicable Implementation Specifications and the terms of this Agreement. Further, each party shall be responsible for all costs, charges and fees it may incur

in connection with transmitting and receiving transactions.

3. Term and Termination.

3.1 Term; Effect of Termination. This Agreement shall remain in effect until one party provides written notice of termination to the other, which termination shall be effective thirty (30) days following the other party's receipt of the notice. Termination or expiration of this Agreement or any other contract between the parties does not relieve either party of its obligations under this Agreement and under federal and State laws and regulations pertaining to the privacy and security of Individually Identifiable Health Information nor its obligations regarding the confidentiality of proprietary information.

4. Miscellaneous.

4.1 Defined Terms. Capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to them in the Transaction Regulations and/or in HIPAA.

4.2 Interpretation. Any ambiguity in any term or condition of this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA.

4.3 Standard Clauses. Appendix A, Standard Clauses for NYS Contracts, October, 2019, is incorporated into this Trading Partner Agreement by reference.

IN WITNESS WHEREOF, STATE and Trading Partner have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date set forth above.

On behalf of STATE and Trading Partner:

STATE OF NEW YORK DEPARTMENT OF HEALTH

By: _____

Print Name:

Title:

TRADING PARTNER: _____

By: _____

Print Name:

Title: