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# Community Behavioral Health

**Standard Companion Guide Trading Partner  
Information**

**Instructions related to Transactions based on ASC  
X12 Implementation Guides, version 005010**

**Companion Guide Version Number: 1.2**

**October 5, 2022**

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## Preface

Companion Guides (CG) may contain two types of data, instructions for electronic communications with the publishing entity (Trading Partner Information) and supplemental information for creating transactions for the publishing entity while ensuring compliance with the associated ASC X12 Implementation Guide (IG) (Transaction Instructions). Either the Trading Partner Information component or the Transaction Instruction component must be included in every CG. The components may be published as separate documents or as a single document.

The Trading Partner Information component is included in the CG when the publishing entity wants to convey the information needed to commence and maintain communication exchange.

The Transaction Instruction component is included in the CG when the publishing entity wants to clarify the IG instructions for submission of specific electronic transactions. The Transaction Instruction component content is limited by ASCX12's copyrights and Fair Use statement.

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# Trading Partner Information (TP)

## 1 TP Introduction

### 1.1 Purpose

This document is intended to provide information from the author of this guide to trading partners to give them the information they need to exchange EDI data with the author. This includes information about registration, testing, support, and specific information about control record setup.

### 1.2 Scope

The Community Behavioral Health Companion Guide addresses how providers or their business associates conduct standard electronic transactions with Community Behavioral Health (CBH). This guide also applies to all transactions being transmitted to CBH.

An Electronic Data Interchange (EDI) Trading Partner is defined as any CBH provider, billing service, software vendor or any other organization that transmits to, or receives electronic data from CBH.

CBH's transaction system supports transactions adopted under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as well as additional support transactions as described in this guide.

### 1.3 Overview

This Companion Guide includes information needed to commence and maintain communication exchange with CBH.



## 1.4 References

Trading Partners must use the ASC X12 National Implementation Guides adopted under the HIPAA Administrative Simplification Electronic Transaction rule and CBH's EDI Companion guidelines for development of the EDI transactions.

Trading Partners must use the most current national standard code lists applicable to the EDI transactions. The code lists may be accessed at the Washington Publishing Company website:

<https://x12.org/index.php/reference>

The applicable code lists and their respective X12 transactions are as follows:

- Claim Adjustment Reason Codes and Remittance Advice Remark Codes
  - ASC X12/005010X221A1 Health Care Claim Payment/Advice (835)
- Claim Status Category Codes and Claim Status Codes
  - ASC X12N/005010X212 Health Care Claim Status Request and Response (276/277); and
  - ASC X12N/005010X214 Health Care Claim Acknowledgment (277CA)
- Provider Taxonomy Codes
  - ASC X12N/005010X222A1 Health Care Claim: Professional (837P); and
  - ASC X12N/005010X223A2 Health Care Claim: Institutional (837I)

## 2 Getting Started

### 2.1 Working Together

Filing claims electronically helps providers minimize data entry errors after submission, ensure information is legible and expedite the processing of their claims. In order to submit claims electronically, the provider must have the appropriate software. Prior to any electronic claims submission to CBH, contact Claims Analyst at (215) 413-7125 for specific information needed to create an electronic file and to coordinate the submission of the test file. The electronic submission requirements are consistent with the Department of Human Services, PA (DHS-PA) requirements.

Additional information can be found on the CBH Website at:

<https://cbhphilly.org/cbh-providers/welcome-cbh-providers/>

#### 2.1.1 Valid Characters in Text Data (AN, string data element type)

For data elements that are type AN, “string”, CBH can accept characters from the basic character sets. CBH does not support the use of the extended character set with trading partners.

The following characters are used by CBH for delimiters on outgoing transactions:

Character	Name	Hex Value
~	Tilde	(7E)
:	Colon	(3A)
*	Asterisk	(2A)
	Pipe	(7C)

As described in the X12 standards organization's Application Control Structure document (X12.6), a string data element is a sequence of characters from the basic or extended character sets and contains at least one non-space character. The significant characters shall be left justified. Leading spaces, when they occur, are presumed to be significant characters.

In the actual data stream trailing spaces should be suppressed. The representation for this data element type is AN.

### **2.1.2 Confidentiality**

CBH and its Trading Partners will comply with privacy standards for all EDI transactions.

## **2.2 Trading Partner Registration**

An EDI Trading Partner is any entity (provider, billing service, software vendor, employer group, financial institution, etc.) that transmits electronic data to or receives electronic data from another entity.

A Trading Partner Agreement must be signed by providers and returned to CBH prior to any electronic transactions.

If you are not a current user, please contact Community Behavioral Health's Provider Relations Department at (215) 413-7660 for information about obtaining your User ID and Password.

## **2.3 Trading Partner Testing and Certification Process**

### **2.3.1 There will be two phases for CBH 5010 testing.**

2.3.1.1 The first phase will be the submission of initial test transactions for validations of EDI format. Once your organization has passed the EDI format test, you will proceed to phase 2

2.3.1.2 The second phase will be to submit the following:

2.3.1.2.1 Claims files will be evaluated by the front end edit system in their entirety.

2.3.1.2.2 During this phase, you will receive the new Implementation Acknowledgment and 277 Claims Acknowledgment transaction set. This is YOUR opportunity to learn these transactions.

### **2.3.2 Claims Files for Testing**

#### **2.3.3 All claim files submitted to CBH must adhere to the following:**

2.3.3.1 Claim files submitted for testing should meet the following guidelines. If you have a unique situation, please discuss it with your provider support contact.

2.3.3.2 Test Claim Files should contain a minimum of 25 claims and not exceed 50 claims in any one Transaction Set (batch). For testing, we are not able to process a normal day of your production. However, the claims in your test file should simulate claims from normal business.

2.3.3.3 During this phase, you will receive the new Implementation Acknowledgment and 277 Claims Acknowledgment transaction set. This is YOUR opportunity to learn these transactions.

## 3 Testing and Certification Requirements

### 3.1 Testing Requirements

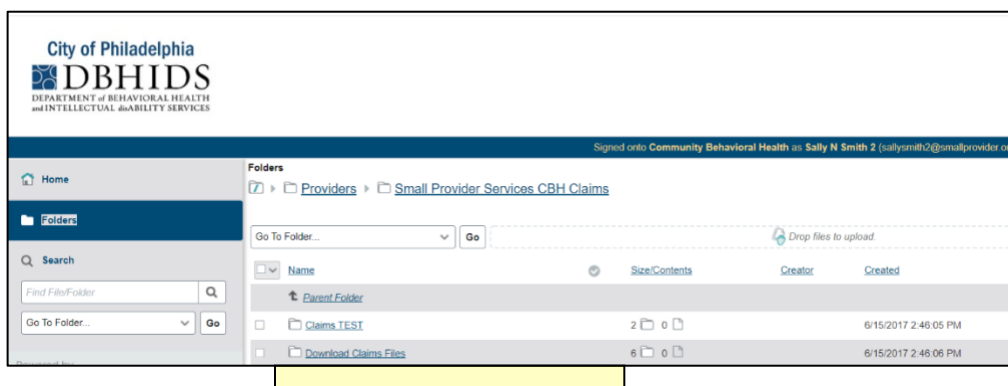
All trading partners must be approved by CBH to submit 5010 transactions. Practice Management Software (PMS) Vendors may test their software for 5010 readiness on behalf of all their clients. If a software vendor has not tested, a trading partner can do their own testing.

To test with CBH, you must have a user id and password. If you are not currently submitting EDI claims to CBH and wish to begin, please contact the CBH Provider Relations Department at (215) 413 -7660 for information about obtaining your User ID and Password.

#### 3.1.1 Claims transactions:

CBH allows trading partners to send test claim transactions directly via the CBH Provider Portal; however, they must inform their Claims Analyst they are submitting test files.

CBH does not allow trading partners to send test batch transactions into the production environment. Test files must be submitted via the Claims Test folder in the CBH Provider Portal.



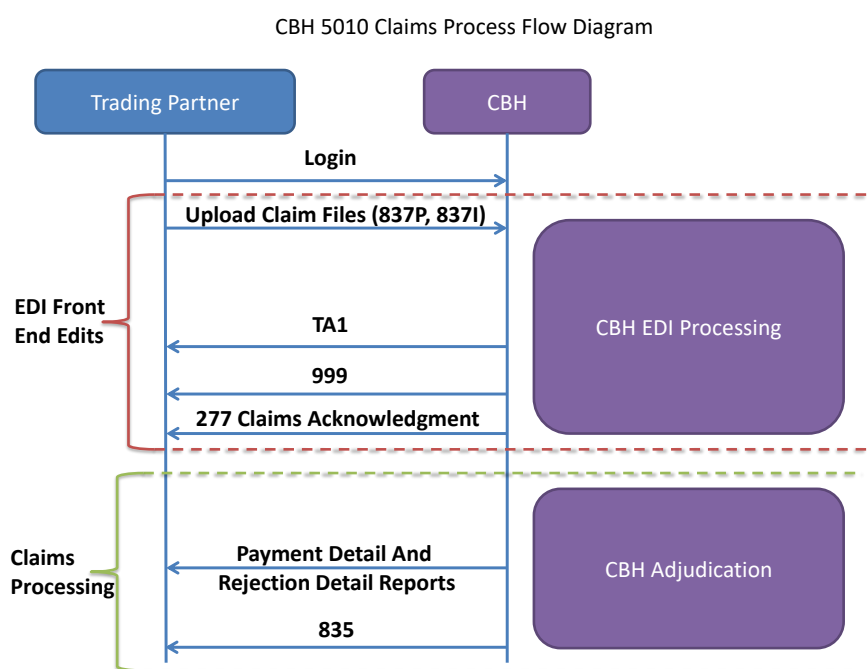
Trading Partners should submit a test file containing a minimum of 25 and shall not exceed 50 test claims in any one Transaction Set (batch). Test files should contain claims that accurately represent the type of claims that will be submitted in production. After a successful test file has been reviewed and approved by CBH, the trading partner may begin sending 5010 transactions

in December 2011. Any questions may be directed to the CBH Claims Analyst or via email to : [CBHClaim.Support@phila.gov](mailto:CBHClaim.Support@phila.gov) .

## 4 Connectivity / Communications

### 4.1 Process flows

The diagram below illustrates the CBH EDI Claims process for the 5010 claims implementation.



### 4.2 Transmission Administrative Procedures

Submission of claims is via the CBH Provider Portal.

For CBH Provider Portal assistance, Providers must contact [CBH.filetransfer@phila.gov](mailto:CBH.filetransfer@phila.gov).

#### 4.2.1 Re-transmission procedures

CBH supports the re-transmission of EDI claims via the CBH Provider Portal.

### **4.3 Communication Protocols**

All EDI communication is conducted via the CBH Provider Portal.

## **5 Contact information**

### **5.1 Claims Department and Technical Assistance**

Contact information for CBH Claims Department:

Email: [cbhclaim.support@phila.gov](mailto:cbhclaim.support@phila.gov)

Or

Telephone: (215) 413 7125

Or

Address:  
Claims Department  
801 Market Street,  
7<sup>th</sup> Floor,  
Philadelphia, PA 19107

When contacting the Claims Department, please have your Parent ID available. These numbers facilitate the handling of your questions.

Claims department personnel are available for questions from 9:00 a.m. to 3:00p.m. Eastern Time, Monday through Friday.

### **5.2 Provider Services**

CBH Provider Portal connection queries should be directed to Provider Operations: (215) 413-7660.

### **5.3 Applicable websites / e-mail**

EDI Specifications, including this companion guide, can be accessed online at:

<http://cbhphilly.org/cbh-providers/oversight-and-monitoring/billing-references-and-guidelines/>

## 6 Control Segments / Envelopes

Interchange Control (ISA/IEA) and Functional Group (GS/GE) envelopes must be used as described in the national implementation guides. CBH's expectations for inbound ISAs and a description of data on outbound ISAs are detailed in this section. Specific guidelines and instructions for GS/GE segments are contained in each transaction section of the Transaction Information Companion Guides.

### 6.1 ISA-IEA

#### Delimiters

As detailed in the national implementation guides, delimiters are determined by the characters set in specified set positions of the ISA segment.

The following table outlines the specific instructions when creating an EDI Interchange which is to be sent to CBH. Follow the national implementation guides for the ISA data elements not contained within the table.

Reference	Name	Codes	Notes/Comments
ISA	Interchange Control Header		
ISA05	Interchange ID Qualifier	30	U.S. Federal Tax Identification Number
ISA06	Interchange Sender ID		Sender will use their Tax ID followed by 6 spaces (no hyphen)
ISA07	Interchange Sender ID	30	U.S. Federal Tax Identification Number
ISA08	Interchange Receiver ID	232766661	CBH Tax ID followed by 6 spaces

Interchange control numbers must be unique for a period of 90 days per interchange sender ID.



## 6.2 GS-GE

Functional Group (GS-GE) codes are transaction specific. Follow the HIPAA implementation guidelines except for the following:

Reference	Name	Codes	Notes/Comments
GS	Functional Group Header		
GS03	Application Receiver's Code	232766661	CBH Tax ID

Functional Group control numbers are must be unique for a period of 90 days per application sender ID.

## 6.3 ST-SE

Transaction set control numbers must be unique within the functional group.

## 7 Acknowledgements and Reports

### 7.1 ASC X12 Acknowledgments

CBH supports the ASC X12 EDI Acknowledgement Reference Model.

The following acknowledgments are supported by CBH:

- TA1 – Interchange Acknowledgement
- 999 – Implementation Acknowledgment
- 277 – Health Care Claims Acknowledgement

#### 7.1.1 TA1 – Interchange Acknowledgment

The interchange rejection code is indicated by the value in TA105 data element.

#### 7.1.2 999 – Implementation Acknowledgement

CBH will implement and support the 999 transaction set for the 5010 EDI implementation. CBH will return 999 for each functional group (GS-GE) envelop which has been received. If an interchange contains more than one functional group envelop, more than one 999 will be created and sent to the trading partner.

#### 7.1.3 277CA – Claims Acknowledgment

CBH will implement and support the claims acknowledgment transaction set for the 5010 EDI implementation. The 277CA is used to convey the acceptance or rejection of a claim prior to the adjudication process. All claims not rejected by either the TA1 or the 999 will have a corresponding 277CA.

Further transaction information can be found within the 277CA transaction instruction companion guide.

## **8 Additional Trading Partner Information**

### **8.1 Implementation Checklist**

CBH does not have trading partner check list.

### **8.2 Transmission Examples**

CBH recommends the trading partners refer to the HIPAA mandated implementation guides for transmission/transaction examples.

### **8.3 Trading Partner Agreement**

EDI Trading Partner Agreements ensure the integrity of the electronic transaction process. The Trading Partner Agreement is related to the electronic exchange of information, whether the agreement is an entity or a part of a larger agreement, between each party to the agreement.

For example, a Trading Partner Agreement may specify among other things, the roles and responsibilities of each party to the agreement in conducting standard transactions.

The following is the CBH Trading Partner Template:



# Community Behavioral Health

## TRADING PARTNER AGREEMENT

### HIPAA Electronic Data Interchange (EDI)

This Trading Partner Agreement (hereinafter "Agreement") is made by and between Community Behavioral Health ("CBH"), and "Provider", further identified on the EDI Transaction Application.

**WHEREAS**, CBH performs certain claims processing and administrative services; and,

**WHEREAS**, pursuant to its Provider Agreement with CBH (the "Provider Agreement"), which is incorporated herein by reference, Provider renders certain professional health care services ("Services") to patients whose behavioral health needs are arranged for by CBH, and submits documentation of those Services to CBH; and,

**WHEREAS**, Provider and CBH (collectively, the "Parties") desire to exchange by and through electronic communications, certain claims and billing information that may contain identifiable financial and/or protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 Code of Federal Regulations Parts 160-164, and applicable regulations that implement Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq. (the "GLB Regulations") now or as later amended; and,

**WHEREAS**, the Parties agree to safeguard any and all PHI or other data received, transmitted or accessed electronically to or from each other in accordance with HIPAA and the GLB Regulations, and desire to set forth in writing their understanding with respect to these communications and the covenant of confidentiality and non-disclosure of PHI or other Data.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

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## **I. DEFINITIONS**

**Data.** Any information provided and/or made available by either of the Parties to the other, and includes, but is not limited to enrollment and eligibility data, claims data, and PHI.

**Electronic Data Interchange ("EDI") Reference Guide.** A technical user's manual provided to Provider to assist Provider in preparing and completing electronic data interchange. CBH reserves the right to revise and update the EDI Reference Guide ("Guide") in its sole discretion.

**Health and Human Services ("HHS") Privacy Standard Regulation.** 45 Code of Federal Regulations ("CFR") at Title 45, Parts 160 through 164.

**HHS Transaction Standard Regulation.** 45 CFR Parts 160 and 162.

**Individual.** The person who is the subject of the Data, as defined by 45 CFR § 164.501.

**Proprietary Data.** That information used in CBH's business or business practices to which Provider would not otherwise have access but for its contractual relationship with CBH, including but not limited to information systems technologies and practices, and operational processes.

## **II. INTRODUCTION**

This Agreement authorizes the Parties to electronically exchange Data, including PHI, through a public or private telecommunications network using language and code sets authorized at 45 CFR § 160 et seq., in an efficient and cost-effective manner without limiting the obligations of each party as set forth in this Agreement or imposed by applicable law, solely for the purposes set forth herein, in accordance with the terms "Standard" and "Transactions" as defined at 45 CFR § 160.103 (hereinafter aggregated and referred to as "Standard

Transactions"), the privacy standards described and referenced below, and requirements for non-standard transactions (if applicable). Any Data, Proprietary Data or PHI exchanged under this Agreement is to be used and exchanged solely as authorized by HIPAA, and is further subject to the terms and conditions set forth in this Agreement.

## **III. TERM, TERMINATION and SUSPENSION**

The term of this Agreement shall commence upon its execution. Provider agrees that its ability to transmit, receive or otherwise electronically access Data will cease if Provider or CBH terminates this Agreement or terminates the Provider Agreement.

This Agreement may be terminated by either party without cause upon sixty- (60) days written notice or immediately by either party for cause. Cause shall include, but not be limited to, breach of any material term(s) of this Agreement, fraud, abuse,

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and/or failure to protect PHI. Notice of termination may be rescinded by the terminating party if the other party successfully cures the breach complained of to the terminating party's satisfaction. Each party may also temporarily suspend electronic communications under this Agreement to protect computer or data systems in cases of emergencies, or to perform maintenance. Each party agrees to minimize the frequency and duration of these temporary suspensions.

#### **IV. CBH OBLIGATIONS**

A. **ID(s) and Password(s)**. Upon execution of this Agreement, CBH will assign logon ID(s) and password(s) to Provider to allow Provider to authenticate its identity and transmit data electronically. CBH shall retain title to all logon ID(s) and password(s), and reserves the right to change any logon ID or password at any time, for any reason, or if required to do so by law, regulation, or court order.

B. **Data**. The Data the Parties may exchange pursuant to this Agreement may change as a result of changes in law or regulation, or actions taken by the Commonwealth of Pennsylvania Department of Public Welfare in accordance with the terms and conditions of certain health care benefits contracts, or changes made to those contracts. CBH does not warrant the accuracy of the Data it sends to Provider; acceptance by CBH of the Data Provider sends electronically does not constitute guarantee of reimbursement.

#### **V. PROVIDER OBLIGATIONS and AUTHORIZATIONS**

A. **Provision of Data**. Provider may provide CBH Data electronically, including the minimum necessary PHI (see 45 CFR § 164.502(b)) in accordance with the terms of the Agreement and the Guide. Provider is solely responsible to ensure that the Data it provides CBH is correct.

B. **Logon ID and Password**. Provider agrees to protect CBH's logon ID(s) and password(s) from compromise, release or discovery by any unauthorized person, and shall not disclose logon ID(s) and password(s) to any third party in any manner. If a breach of this provision occurs, Provider must notify CBH immediately as set forth in the Guide.

C. **Provider's Costs**. Provider shall be solely responsible for assume all its internal costs to transmit, access and receive Data electronically including, but not limited to, the costs of computers, terminals, connections, modems, and browsers that have the capability to use HIPAA-mandated code-set Standard Transactions, and the costs of providing sufficient security measures to safeguard receipt and transmission of PHI in accordance with 42 USC § 1320d-2(d), 45 CFR § 164.530 and the implementing regulations issued by HHS to preserve the integrity and confidentiality of, and to prevent non-permitted use or violations of disclosure of PHI. Provider acknowledges that any changes made to Data may impact any reimbursement it receives.

D. **Authorization to Use Data**. Provider's use of a CBH system or process under this Agreement constitutes authorization and direction to CBH to use PHI or other Data to adjudicate and process health care claims CBH receives from Provider. Provider may access, receive and transmit only that Data in such format as described

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in the Guide. No electronic communication will give rise to any obligation until it is accessible at the receiving party's computer as set forth in the Guide. Provider acknowledges that CBH may disclose the PHI it makes available to CBH concerning Individuals who are members of a plan to the plan sponsor consistent with HIPAA's requirements and the language set forth herein.

## **VI. INDEMNIFICATION**

Each party shall release, defend, indemnify and hold harmless the other party, its corporate subsidiaries, affiliates officers, directors, employees, agents, persons, firms, divisions, successors and assigns, against any and all: liability, losses or damages, whether direct or indirect, to person or property; claims; judgments; costs and reasonable attorney's fees; legal action or potential for the same which may result from that first party's improper use or unauthorized disclosure or use of Data or PHI in violation of this Agreement. Each party assumes all liability for any damage, whether direct or indirect, to the Data or the other party's information systems caused by the unauthorized use of such Data or information systems by the first party, its employees or agents or any third party who gains access to the systems through their acts or omissions. Neither party shall be liable to the other party for damages caused by circumstance beyond its control, including, without limitation: "hackers" who gain access to the system or Data in spite of a party's compliant security measures, a major disaster, epidemic, the complete or partial destruction of its facilities, riot, civil insurrection, war or similar causes. Neither party shall be liable to the other party for any special, incidental, exemplary or consequential damages.

## **I. COMPLIANCE WITH PRIVACY STANDARDS**

Each party will develop, implement, maintain and use appropriate administrative, technical and physical Data safeguards, in compliance with 42 U.S.C. § 1320d-2(d), 45 CFR § 164.530(c) and patient confidentiality provisions of applicable state statutes or regulations, and shall comply with any applicable GLB Regulations, or any amendments to any of these statutes or regulations.

Each party shall execute trading partner, and/or business associate agreements with subcontractors or agents that provide services involving maintenance, use or disclosure of PHI, ensuring that any subcontractors or agents to whom it provides PHI agree in writing to those restrictions that, with respect to such PHI, apply to that individual subcontractor or agent. Each party agrees that it will not maintain, use, make available or further disclose PHI other than as permitted or required by this Agreement or as required by law.

If any activity under this Agreement would cause any Party to be considered a "Business Associate" of any other Party under 45 CFR. § 160.103, the following restrictions will apply to all uses and disclosures of PHI. The Business Associate will:

- (i) Not use or further disclose PHI other than as permitted or required by this Agreement, or to comply with judicial process or any applicable statute or regulation;
- (ii) Notify the other Party in advance of any disclosure of PHI that the Business Associate is required to make under any judicial or regulatory directive;
- (iii) Use appropriate safeguards to prevent use or disclosure of PHI other than for the purposes

required in this Agreement; (iv) Report to the other parties any use or disclosure of PHI not provided for in this Agreement of which the Business Associate becomes aware; (v) Ensure that any agents or subcontractors to whom the Business Associate discloses PHI received from another party, or created on behalf of another party, agrees to the same restrictions and conditions that apply to the protection of information under this Agreement; (vi) Make PHI available to individuals as required by 45 CFR § 164.524; (vii) Make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526; (viii) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528; (ix) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or collected by the Business Associate on behalf of another Party, available to the Secretary of HHS when called upon for purposes of determining the other Party's compliance with federal privacy standards; and (x) At termination of this Agreement, if feasible, return or destroy all PHI received from another Party, or created or collected by the Business Associate on behalf of the other Party, that the Business Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, or if the PHI is still used to perform business functions, continue to treat all such PHI in accordance with the limits provided in this Agreement, and applicable law and regulation.

#### **VIII. SYSTEMS AND PERSONNEL SECURITY/UNAUTHORIZED DISCLOSURES.**

The Parties shall comply with the final version of the data security standard promulgated by HHS (proposed version found at 45 CFR Part 142, published August 12, 1998, 63 Federal Register, Pages 43241-43280, the "Security Standard"). On or before the required compliance date of the final Security Standard, the Parties will adopt any necessary modifications to their practices for maintaining PHI or transmitting PHI electronically, and shall provide any written assurances required under the final Security Standard to prevent unauthorized access to Data. If an unauthorized disclosure of PHI, or the discovery of unauthorized access to and/or tampering with the Data or CBH's Proprietary Data is discovered, the disclosing party will immediately report to the other party, using the most expeditious medium available, no later than twenty-four (24) hours after such discovery/disclosure is made, the following information: (i) the nature of the disclosure, (ii) PHI used or disclosed, (iii) the individual(s) who made and received the disclosure, (iv) any corrective action taken to prevent further disclosure(s) and mitigate the effect of the current disclosure(s), and (v) any such other information reasonably requested by the non-disclosing party. The Parties will cooperate in the event of any litigation concerning unauthorized use, transfer or disclosure of such Data.

#### **IX. COMPLIANCE WITH STANDARD TRANSACTIONS**

When required, the Parties shall comply with each applicable regulation when performing "Standard Transactions." The Parties will not enter into any Trading Partner Agreement related to this Agreement that: changes any definition, data condition or use of a data element or segment, nor adds any data elements or segments to the maximum defined data set as proscribed in the HHS Transaction Standard Regulation, and as further proscribed by CBH. (See 45 CFR § 162.915(b)).

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The Parties further agree that they will neither use any code or data elements marked "not used" or which are not found in the HHS Transaction Standard's implementation specifications, nor change the meaning or intent of any of the HHS Transaction Standard implementation specifications. (See 45 CFR § 162.915(c)(d)).

**X. NOTICES**

Any notice relating to this Agreement shall be in writing and transmitted by either (i) U.S. Mail, first class, postage prepaid; or (ii) facsimile transmission; or (iii) e-mail, to the addresses/telephone numbers/e-mail addresses contained in the Guide. Notices or communications shall be deemed given (a) in the case of transmittal by U.S. mail, on the date of receipt by the addressee and (b) in the case of e-mail or facsimile transmission, on the date the e-mail or facsimile is sent.

**XI. RECORDS AND AUDIT**

The Parties shall maintain, in accordance with their document retention policies and applicable law and regulation, and for a minimum of seven (7) years, true and correct copies of any source documents from which they reproduce Data. CBH reserves the right to audit those records and security methods of Provider necessary to ensure compliance with this Agreement or to ensure that adequate security precautions have been made to prevent unauthorized disclosure of any Data.

**XII. SURVIVAL OF PROVISIONS**

Any provision of this Agreement which requires or reasonably contemplates the performance or existence of obligations by either party after the termination of the Agreement shall survive such termination.

**XIII. ASSIGNMENT**

No right or interest in this Agreement shall be assigned by either party without the prior written permission of the other party.

**XIV. GOVERNING LAW**

The construction, interpretation and performance of this Agreement and all transactions under it shall be governed by the laws of the Commonwealth of Pennsylvania, except to the extent federal law preempts them.

**XV. WAIVER OF RIGHTS**

No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

**XVI. SEVERABILITY**

If any provisions of this Agreement shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing those invalid or unenforceable provision(s), and the rights and obligations of each party shall be construed and enforced accordingly.

**XVII. ENTIRE AGREEMENT**

This Agreement and any Manuals, Guides, Exhibits and Attachments thereto shall constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement and shall not be altered, varied, revised or amended except in writing signed by both Parties. The provisions of this Agreement supersede all prior oral or written quotations, communications, agreements and understandings of the Parties with respect to the subject matter of this Agreement.

**BY SIGNING BELOW**, the individual with authority to bind each of the Parties represents that he/she has read the foregoing Trading Partner Agreement and agrees on behalf of the party represented to be bound by it. For purposes of this Agreement, an electronic signature shall have the full force and legal effect of an original signature.

**Provider Name**

**Community Behavioral Health**

\_\_\_\_\_  
(Please Print)

By:

By:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

## 8.4 Other Resources

The CBH Companion Guide has also been created to be used in conjunction with the **latest** Pennsylvania PROMISe™ Companion Guides. These companion guide can be downloaded from:

<https://www.dhs.pa.gov/docs/For-Providers/Pages/PROMISe-Companion-Guides.aspx>

In the event that no instructions are present for a segment, element or code, please follow the instructions in the Pennsylvania Specific Medical Assistance HIPAA Billing Guide where applicable.

In some instances, the needs of CBH differ from those of the State. While the State Descriptions are listed for reference purposes, the CBH Instructions must be followed when they differ from the State Description instructions.

For any other additional information you can read the CBH Provider Manual. The manual describes the procedures developed by the Community Behavioral Health (CBH) under the HealthChoices initiatives to assure that all recipients of mental health and substance abuse services receive the most appropriate treatment in the least restrictive environment possible.

<https://cbhphilly.org/cbh-providers/oversight-and-monitoring/cbh-provider-manual/>

## 9 TP Change Summary

Version	Date	Section(s) changed	Change Summary
1.0	9/12/2011	None	N/A
1.1	9/20/2011	Copyright	Added the following: This document has been formally submitted to the Data Interchange Standards Association, ASC X12's secretariat, according to the policies found here: <a href="http://store.x12.org/store/ip-use">http://store.x12.org/store/ip-use</a> . The document has been conditionally approved to reproduce or cite ASC X12 materials and is pending a complete review. Following that complete review the document may change.
1.2	05/31/2022	All sections	Various updates to align with CBH's current policies and procedures.