

## HEALTH PLAN CLAIM MATCHING (251) AGREEMENT

This HEALTH PLAN CLAIM MATCHING (251) AGREEMENT (“Agreement”) is entered into between the Texas Department of Insurance, Division of Workers’ Compensation (“Division”), \_\_\_\_\_ (“Trading Partner”), and \_\_\_\_\_ (“Insurance Carrier”).

For purposes of this Agreement, the Trading Partner certifies that it is an insurance carrier as defined by Section 402.084, Texas Labor Code, that has adopted an antifraud plan under Subchapter B, Chapter 704, Texas Insurance Code, or is the authorized representative of such an insurance carrier.

This Agreement shall be effective on the date signed by the last party.

### I. PURPOSE:

This Agreement is entered into between the parties in accordance with the requirements of Section 402.084(e), Texas Labor Code, and for the purpose of assisting the Trading Partner in identifying potential subclaims and pursuing recovery.

### II. PREREQUISITES:

A. The Trading Partner shall submit to the Division a properly and accurately completed EDI Trading Partner Profile (DWC-EDI-01), a copy of which is attached hereto as Addendum A and incorporated herein by reference.

B. The Trading Partner may not submit a request for workers’ compensation claim information under this Agreement until a profile is created for the Trading Partner and the Division determines test transmissions are successful and comply with applicable standards and validation rules. The Division will notify the Trading Partner when test transmissions are determined by the Division to be successful by submitting to the Trading Partner confirmation and production instructions.

### III. EXCHANGE OF WORKERS’ COMPENSATION CLAIM INFORMATION:

A. The Division’s Health Plan Claim Matching EDI Implementation Guide (“Guide”) is attached hereto as Addendum B. This Guide, which may from time to time be amended by the Division, sets forth the procedures the Division and Trading Partner must follow with regard to the exchange of workers’ compensation claim information. The following procedures set forth in the Guide as currently written or later amended are incorporated herein by reference:

1. Secured File Transfer Protocol (SFTP);
2. SFTP Testing;
3. Health Plan Claim Matching Data Request Process; and
4. Health Plan Claim Matching Data Response Process.

B. The Trading Partner may submit to the Division a request for workers' compensation claim information on a monthly basis using the procedures described by Paragraph III (A). If the Trading Partner is the authorized representative of multiple insurance carriers, the Trading Partner may for each insurance carrier submit a request described by this paragraph on a monthly basis. The Trading Partner certifies that each person about whom workers' compensation claim information will be requested is, or has been, an insured of the Trading Partner and that the information will be requested for the purpose of identifying a potential subclaim and pursuing recovery.

#### **IV. COSTS:**

A. The Trading Partner agrees to pay the Division ONE CENT (\$.01) for each person listed in a request for workers' compensation claim information submitted by the Trading Partner under this Agreement. The Trading Partner is responsible for these costs regardless of Division rejection of the Trading Partner's request due to a format or other deficiency or error contained in the request. Payment may be submitted before or after a request file is submitted but in no event shall payment be made later than the 30<sup>th</sup> day after the date the notice of invoice is submitted to the Trading Partner.

B. The Trading Partner agrees that failure to tender payment as described above will result in the suspension of the Division's responsibility to process subsequently submitted requests for workers' compensation claim information.

#### **V. PERMITTED USE OF WORKERS' COMPENSATION CLAIM INFORMATION:**

A. The Trading Partner may use workers' compensation claim information obtained under this Agreement only for the purpose of identifying a potential subclaim and pursuing recovery.

B. All workers' compensation claim information obtained by the Trading Partner under this Agreement that relates to a person who is not and has never been an insured of the Trading Partner shall immediately be permanently and irrevocably deleted from the Trading Partner's data records. Any paper record received or generated as a result of workers' compensation claim information described in this paragraph shall immediately be destroyed.

C. All workers' compensation claim information obtained by the Trading Partner under this Agreement that relates to a person who is or has been an insured of the Trading Partner but which information is not related to or necessary to pursue reimbursement of benefits or subclaim status shall immediately be permanently and irrevocably deleted from the Trading Partner's data records. Any paper record received or generated as a result of workers' compensation claim information described in this paragraph shall immediately be destroyed.

#### **VI. CONFIDENTIALITY AND DATA SECURITY:**

A. All workers' compensation claim information obtained by the Trading Partner under this agreement remains subject to the confidentiality requirements of Subtitle A, Title 5, Texas Labor Code (Texas Workers' Compensation Act) and the Trading Partner shall store all such workers'

compensation claim information in a secure environment with all appropriate security and privacy safeguards so as to prevent unauthorized access to or disclosure of the information. The Trading Partner shall comply with all Division rules governing security parameters applicable to the transfer of information in electronic data format and rules regarding the maintenance of electronic data in the possession of the Trading Partner.

B. The Division and Trading Partner shall comply with all applicable state and federal laws, rules, and regulations governing the confidentiality, data security, privacy, and maintenance of health information and workers' compensation claim information exchanged under this Agreement.

C. Specifically, information received under section 402.084 of the Texas Labor Code by an insurance carrier described by Subsection 402.084 (b)(8) of the Texas Labor Code or an authorized representative of the insurance carrier remains subject to confidentiality requirements of Subtitle A, Texas Workers' Compensation Act while in the possession of the insurance carrier or representative.

D. All workers' compensation claim information being provided pursuant to this agreement is confidential and not subject to release except as provided by section 402.084(b) of the Texas Labor Code.

## **VII. NOTICE TO INJURED EMPLOYEE:**

If after obtaining workers' compensation claim information a match has been determined and a subclaim filed, the Trading Partner shall provide to the injured employee involved in the subclaim written notice containing the following information: (1) the name of the subclaimant; (2) the dates of service; (3) the name of the injured employee; (4) a statement declaring, "As the injured employee in this matter, you will receive notice of all proceedings related to this matter and may participate in those proceedings. To determine whether to take any action in this matter, you may wish to consult with an attorney. You can also contact the Office of Injured Employee Counsel (OIEC) for ombudsman assistance."; and (5) the phone number and website address of the OIEC.

## **VIII. TERMINATION OF AGREEMENT:**

A. This Agreement may be terminated by mutual written agreement of both parties. In addition, either party may terminate this Agreement by giving the other party 30 days written notice of its intent to terminate.

B. The trading partner and insurance carrier must notify the Division immediately if their agreement to obtain information in accordance with Texas Labor Code Section 402.084 expires or is terminated.

C. The Division may immediately terminate this Agreement and cease exchanging workers' compensation claim information with the Trading Partner if the Trading Partner violates a provision of this Agreement.

The undersigned parties bind themselves to the faithful performance of this Agreement.

**TEXAS DEPARTMENT OF INSURANCE,  
DIVISION OF WORKERS'  
COMPENSATION**

\_\_\_\_\_  
**Jeff Nelson**  
  
**Commissioner of Workers' Compensation**  
  
**Date:**\_\_\_\_\_

\_\_\_\_\_  
**(Trading Partner Name)**

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

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

**Title:**\_\_\_\_\_

**Date:**\_\_\_\_\_

\_\_\_\_\_  
**(Insurance Company Name)**

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

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

**Title:**\_\_\_\_\_

**Date:**\_\_\_\_\_