

MONTANA DPHHS EDI SUBMITTER ENROLLMENT FORM



Please return to:
ACS-Inc
ATTN: MT EDI
PO Box 4936
Helena, MT 59604
Or fax to 406-442-4402



Montana ACS EDI Submitter Enrollment Form Instructions

Please use the following instructions when completing the Montana ACS EDI Submitter Enrollment Form.

Section 1. Classification.

Please indicate whether you are a software vendor, billing agent or clearinghouse. **These fields are required.**

Section 2. Submission Method.

Please indicate how you will be submitting your electronic transactions. **These fields are required.**

Section 3. Submitter Information.

Please complete the appropriate submitter information. **These fields are required.**
Please enter your Federal Tax ID Number. **This field is required**
Your email address is optional and will be kept confidential.

Section 4. Submitter/Trading Partner ID Number.

If you are currently submitting electronic transactions to Montana FAS, please indicate your 7-digit submitter ID. This is your Montana DPHHS Submitter ID assigned by FAS.

Section 4a. Submitter/Trading Partner ID.

If you are currently submitting electronic transactions to ACS EDI Gateway, please indicate your 5-digit submitter ID or 6-digit trading partner ID.

Section 5. Software Vendors Only.

If you are a software vendor, please complete this section. **These fields are required.**

Section 6. Contact Information.

Please indicate specific contact person and additional contact information, if different from the submitter information in Section 3 above.

Section 7. Transactions Available for Transmission.

If you will be using the WINASAP5010 product, please complete section 7a. If you will be submitting electronic transactions other than WINASAP5010 submissions, please complete section 7b.

Nursing Facility Submitters: Choose Transaction 837I (Institutional)

Section 7a. WINASAP5010 (Replacing ACE\$).

Request for software.

Please indicate how you would like to receive the software and which transactions you will be submitting.

1.800.987.6719 (phone) 1.406.442.4402 (fax)
www.acs-gcro.com

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Section 7b. Standard Transactions (Submissions other than WINASAP5010).

If you will be submitting transactions other than WINASAP5010 transactions, please complete this section. **Submitters submitting through a Software Vendor must complete this section.**

Section 8. Delimiter Information.

If you will be submitting X12N transactions directly to ACS, please indicate the alternate delimiter to be used if you are not using the default. **WINASAP5010 users do not need to complete this section.**

Section 9. Electronic Response Retrieval.

Montana Submitters will be able to retrieve responses via the Host Data Exchange (HDE). If you would like to participate in this service, please indicate which responses you would like to retrieve via HDE.

If you are a Billing Agent or Clearinghouse and will be retrieving responses on behalf of your clients, please indicate the appropriate X12 responses.

If you are a Software Vendor and plan to format your software for retrieval of X12 responses please indicate the appropriate X12 responses.

Please Note:

Requirements for Montana Vendor, Billing Agent, or Clearinghouse:

Due to HIPAA Privacy Regulations, ACS will not be able to accept lists of providers from Vendor, Billing Agent, or Clearinghouse.

Your providers will be required to supply the Trading Partner ID of their Vendor, Billing Agent, or Clearinghouse on their enrollment forms. Please be prepared to supply this information to your providers upon request.

Note to Billing Agents and Clearinghouse

Your providers are required to re-enroll and must indicate that you are submitting on their behalf. We have supplied the *Provider Billing Agent/Clearinghouses ACS EDI Gateway, Inc Authorization Form* in this packet for distribution to your client community. This form is completed by the provider and must be signed and dated by the provider or their representative. The *Provider Billing Agent/Clearinghouses ACS EDI Gateway, Inc Authorization Form* authorizes a billing agent/clearinghouse to submit and/or retrieve transactions on behalf of the provider.

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Scenarios are listed below to ensure that the proper documentation is completed by the appropriate party.

If a provider allows a billing agent/clearinghouse to submit transactions on their behalf, but the provider wishes to retrieve their own responses, including the 835 Remittance Advice, the *Montana ACS EDI Provider Enrollment Form and Provider Billing Agent/Clearinghouses ACS EDI Gateway, Inc. Authorization Form* must be completed by the provider.

If a provider allows a billing agents/clearinghouses to submit and retrieve on their behalf, the *Provider Billing Agent/Clearinghouses ACS EDI Gateway, Inc Authorization Form* is to be completed by the provider.

The *Provider Billing Agent/Clearinghouses ACS EDI Gateway, Inc. Authorization Form* follows the *Montana ACS EDI Submitter Enrollment Form* in the attached document.

Instructions for completing the *Provider Billing Agent/Clearinghouses ACS EDI Gateway, Inc. Authorization Form*

The *Provider Billing Agent/Clearinghouses ACS EDI Gateway, Inc. Authorization Form* must be completed in its entirety and must include the signature of the provider or the provider's representative.

Section A. Provider Information

Please complete the demographic information. This is required.

Please enter your Federal Tax ID Number. **This field is required**

The email address of the provider is optional and will be kept confidential.

Section B. Authorization Signature (required)

The provider must complete the appropriate information. If the provider also authorizes a billing agent/clearinghouse to retrieve electronic responses on their behalf, the provider must check the responses that apply.

The provider or the provider's representative must print their name, sign their name, and date the form.

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MONTANA DPHHS EDI PROVIDER ENROLLMENT FORM



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EDI SUBMITTER ENROLLMENT FORM. Please print or type. Complete all areas of the Submitter Enrollment Form, unless otherwise indicated.

Section 1. Classification. Please indicate your classification.

Software Vendor Billing Agent Clearinghouse

Section 2. Submission Method. Please indicate how you plan to submit your electronic transactions.

Asynchronous (Direct Submission to EDI) WINASAP5010

Section 3. Submitter Information.

Business Name (If applicable)
Provider Name (Last, First, MI, and Suffix)
Business Street Address
City, State, and Zip Code
Telephone Fax
Email Address Federal Tax ID Number

Section 4. Montana Submitter ID.

If you are currently submitting electronic transactions directly to Montana FAS, please indicate your Montana 7-digit Submitter ID:
NOTE: This is your Montana DPHHS Submitter ID Assigned by FAS.

Section 4a. Submitter/Trading Partner ID Number.

If you are currently submitting electronic transactions directly to ACS EDI Gateway, please indicate your ACS EDI Gateway 5-digit Submitter ID or 6-digit Trading Partner ID.
NOTE: This is NOT your Montana submitter ID

Section 5. Software Vendors Only

If you have indicated that you are a Software Vendor in Section 1, please provide the following information:

1.800.987.6719 (phone) 1.406.442.4402 (fax)
www.acs-gcro.com

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Software Name:		Software Version:		Protocol:			
Do you currently have clients submitting to ACS EDI Gateway?				<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

Section 6. Contact Information. Please indicate contact information.

<i>Contact Name</i>		<i>Contact Title</i>	
<i>Business Street Address</i>			
<i>City, State, and Zip Code</i>			
<i>Telephone</i>		<i>Fax</i>	
<i>Email Address</i>			

Additional Contact Information. Please indicate additional contact information.

<i>Contact Name</i>		<i>Contact Title</i>	
<i>Business Street Address</i>			
<i>City, State, and Zip Code</i>			
<i>Telephone</i>		<i>Fax</i>	
<i>Email Address</i>			

Please attach additional sheets if necessary.

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Section 7. Transactions Available for Transmission.

Sub-Section 7a. WINASAP5010 (replacing WINASAP2003).

Request for free WINASAP5010 Software:

I will download a copy from the ACS website at http://www.acs-gcro.com/Medicaid_Accounts/Montana/montana.htm

Please mail me a CD-ROM of the WINASAP5010 software.

<input type="checkbox"/> X12N 837P (Professional Claim)	<input type="checkbox"/> X12N 837D (Dental Claim)	<input type="checkbox"/> X12N 837I (Institutional Claim)
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Sub-Section 7b. Standard Transactions. Check all that apply (Submissions other than WINASAP5010)

<input type="checkbox"/> X12N 837P (Professional Claim)	<input type="checkbox"/> X12N 837D (Dental Claim)	<input type="checkbox"/> X12N 837I (Institutional Claim)
<input type="checkbox"/> X12N 276 (Claim Status Inquiry)	<input type="checkbox"/> X12N 270 (Eligibility Inquiry)	<input type="checkbox"/> X12N 278 (Prior Authorization)

Section 8. Delimiter Information. If you are submitting X12N transactions directly to ACS, please provide the following information. **(This information is not required if you are using WINASAP5010)**

Element Delimiter to be used: * <input type="text"/> Default Delimiter (asterisk)	Segment Delimiter to be used: <input type="text"/> Default Delimiter (tilde) ~	Sub-Element Delimiter to be used: <input type="text"/> Default Delimiter (colon) :
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Section 9. Electronic Response Retrieval. Check all that apply

Montana Submitters can retrieve their electronic responses from the Host Data Exchange (HDE). If you would like to participate in this service, please complete the section below. For more detailed information regarding electronic remittance advices, please see the **835 Companion Guide** located on the ACS website at http://www.acs-gcro.com/_Accounts/Montana/montana.htm.

Responses available for X12N Transactions – check all that apply.

<input type="checkbox"/> X12N 999 (Implementation Acknowledgement)	<input type="checkbox"/> X12N 835 (Healthcare Claim Payment/Advice)
<input type="checkbox"/> X12N 271 (Eligibility Response)	<input type="checkbox"/> X12N 277 (Claims Status Response)
<input type="checkbox"/> X12N 278 (Prior Authorization Responses)	<input type="checkbox"/> X12N 277CA (Healthcare Claim Acknowledgement)
<input type="checkbox"/> Exception Report (Print Images) ** If you have selected this option you must complete the Business Associate Agreement (BAA). Please call 1.800.987.6719 to request the BAA be faxed or mailed to you or go to http://www.acs-gcro.com/Medicaid_Accounts/Montana/EDI_Enrollment/edi_enrollment.htm and download the form. You may fax or mail this form to ACS EDI Gateway.	

**ACS EDI GATEWAY, INC.
TRADING PARTNER AGREEMENT**

THIS TRADING PARTNER AGREEMENT (“Agreement”) is by and between **TRADING PARTNER** (“Trading Partner”) and ACS EDI GATEWAY INC. (“EDI Gateway”) collectively “the parties”.

WHEREAS, Trading Partner desires to transmit Transactions to EDI Gateway for the purpose of submitting data to a Health Plan;

WHEREAS, EDI Gateway desires to receive such transactions for this purpose recognizing the EDI Gateway performs such services on behalf of the Health Plan; and

WHEREAS, Trading Partner is subject to the Transaction and Code Set Regulations with respect to the transmission of such transactions.

Now, therefore, the Parties agree as follows:

1. Definitions

EDI Gateway means ACS EDI Gateway, Inc.

Trading Partner means the party identified as “Trading Partner” on the signature line of this Agreement who is a Health Care Provider or Health Care Clearinghouse as defined in 45 CFR 160.103.

Standard is defined in 45 CFR 160.103.

Transaction and Code Set Regulations means those regulations governing the transmission of certain health claims transactions as published by DHHS under HIPAA.

2. Obligations of the Parties Effective Upon Execution of this Agreement by Trading Partner

A) The Parties agree, in regard to any electronic Transactions between them:

- 1) They will exchange data electronically using only those Transaction types as selected by Trading Partner on the ACS EDI Gateway Trading Partner Enrollment Form (TPEF).

- 2) They will exchange data electronically using only those formats (versions) as specified on the TPEF.
- 3) They will not change any definition, data condition, or use of a data element or segment in a Standard transaction they exchange electronically.
- 4) They will not add any data elements or segments to the Maximum Defined Data Set.
- 5) They will not use any code or data elements that are not in or are marked as “Not Used” in a Standard’s implementation specification.
- 6) They will not change the meaning or intent of a Standard’s implementation specification.
- 7) EDI Gateway may reject a Transaction submitted by Trading Partner if the Transaction is not submitted using the data elements, formats or Transaction types set forth in the TPEF. EDI Gateway may refuse to accept any claims from Trading Partner if Trading Partner repeatedly submits Transactions that do not meet the criteria set forth in TPEF or if Trading Partner repeatedly submits inaccurate or incomplete Transactions to EDI Gateway.

B) Trading Partner understands that EDI Gateway or others may request an exception from the Transaction and Code Set Regulations from DHHS. If an exception is granted, Trading Partner will participate fully with EDI Gateway in the testing, verification, and implementation of the modification to a Transaction affected by the change.

C) EDI Gateway understands that DHHS may modify the Transaction and Code Set Regulations. EDI Gateway will modify, test, verify, and implement all modifications or changes required by DHHS using a schedule mutually agreed upon by Trading Partner and EDI Gateway.

D) Neither Trading Partner nor EDI Gateway accepts responsibility for technical or operational difficulties that arise out of third party service providers’ business obligations and requirements that undermine Transaction exchange between Trading Partner and EDI Gateway.

- E) Trading Partner and EDI Gateway will exercise diligence in protection of the identity, content, and improper access of business documents exchanged between the two parties. Trading Partner and EDI Gateway will make reasonable efforts to protect the safety and security of individually assigned identification numbers that are contained in transmitted business documents and used to authenticate relationships between the parties.

EDI Gateway may publish data clarifications (“ACS Companion Guides”) to complement each Implementation Guide. Trading Partner should use ACS Companion Guides in conjunction with the HIPAA Implementation Guides available at <http://store.x12.org/store/healthcare-5010-consolidated-guides>.

- F) Transactions are considered properly received only after accessibility is established at the designated machine of the receiving party. Once transmissions are properly received, the receiving party will properly transmit an electronic acknowledgement that conclusively constitutes evidence of properly received transactions. Each party shall use commercially reasonable efforts to ensure that a Virus is not sent to the other party. Each party agrees that it maintains anti-virus software on its system, which is updated on a regular basis. For the purposes of this Agreement, “Virus” shall mean any “back door”, “time bomb”, “Trojan horse”, “worm”, “drop dead device”, “virus”, “malicious logic”, software routines, devices, computer codes, program or hardware components or other undisclosed feature or file which is designed to permit unauthorized access to software, hardware or data, unintentionally or intentionally disrupts, disables, harms, erases, or otherwise impedes the other party’s systems, or would disable such software or technology.
- G) Each party will implement and maintain appropriate policies and procedures and mechanisms to protect the confidentiality and security of PHI transmitted between the parties.
- H) The parties acknowledge that any person, who knowingly and with intent to defraud an insurance company or other person, files a statement of claim containing materially false information or conceals, with intent to mislead, information concerning any fact material to a statement of claim, commits a fraudulent insurance act, which may involve violations of civil and/or criminal law.

3. Miscellaneous

- A) This Agreement is effective on the date set forth in Section 3.H, below. This Agreement shall continue until such time as either party elects to give reasonable written notice of termination to the other party or termination of Transaction services provided by EDI Gateway to Trading Partner, whichever is earlier.
- B) This Agreement incorporates, by reference, any written agreements between the parties relating to the subject matter hereof.
- C) This Agreement shall be interpreted consistently with all applicable federal and state privacy laws. In the event of a conflict between applicable laws, the more stringent law shall be applied. This Agreement and all disputes arising from or relating in any way to the subject matter of this Agreement shall be governed by and construed in accordance with New York law, exclusive of conflicts of law principles. THE EXCLUSIVE JURISDICTION FOR ANY LEGAL PROCEEDING REGARDING THIS AGREEMENT SHALL BE IN THE COURTS OF THE STATE OF New York AND THE PARTIES HEREBY EXPRESSLY SUBMIT TO SUCH JURISDICTION.
- D) Unless otherwise prohibited by statute, the parties agree that this Agreement shall not be affected by any state’s enactment or adoption of the Uniform Computer Information Transaction Act, Electronic Signature or any other state or federal law. Each party agrees to comply with all other applicable state and federal laws in carrying out its responsibilities under this Agreement. This Agreement shall not be construed as to impute the application of any law onto a party or require compliance by a party, if such law does not already apply to or require compliance by the party, including but not limited to, the designation of a party as a “covered entity” under HIPAA if such status does not already apply under the law.
- E) This Agreement is entered into solely between, and may be enforced only by Trading Partner and EDI Gateway. This Agreement shall not be deemed to create any rights in third parties or to create any obligations of Trading Partner or EDI Gateway to any third party.
- F) NO WARRANTIES, EXPRESS OR IMPLIED, ARE PROVIDED BY EDI GATEWAY UNDER THIS AGREEMENT. EDI GATEWAY’S MAXIMUM AGGREGATE LIABILITY FOR

DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNT(S) PAID TO EDI GATEWAY BY TRADING PARTNER UNDER THIS AGREEMENT.

- G) EDI Gateway may provide proprietary software to Trading Partner to allow Trading Partner to submit transactions to EDI Gateway. Trading Partner will protect the software as it protects its own confidential information, but in no event shall this protection be less than pursuant to a reasonable standard, and will not directly or indirectly, allow access to or the use of the software or any portion thereof, on any computer, server, or network, by any person, corporation, or business entity other than Trading Partner. Trading Partner may permit use of the software by contractors or agents of Submitter provided that any such contractor or agents are not competitors of EDI Gateway and further provided that any such persons agree to protect the confidentiality of the software. Trading Partner and its contractors and agents are not permitted to use the software for any purpose other than submitting Transactions solely to EDI Gateway.

- H) Trading Partner may elect to execute either a hard copy or an electronic copy of this Agreement. Hard Copy Execution: Trading Partner will sign a hard copy of this Agreement and mail to EDI Gateway at the address indicated below. EDI Gateway will return a copy of the fully executed Agreement to Trading Partner. The effective date of the hard copy Agreement is the date on which the Agreement is signed by EDI Gateway. Electronic Copy Execution: Trading Partner should execute this Agreement by clicking on the "I Agree" button that appears at the bottom of the Agreement. The effective date of the electronic copy agreement is the date EDI Gateway receives the electronic transmission of Trading Partner's Acceptance to the terms of this Agreement.

TRADING PARTNER

NPI/API

Date: _____
Signature

Printed Name and Title

Address

PROVIDER ENROLLMENT

P.O. Box 4936
Helena, MT 59604

**ACS EDI GATEWAY
TRADING PARTNER AND BUSINESS ASSOCIATE AGREEMENT**

THIS TRADING PARTNER AND BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is by and between **SUBMITTER** (“SUBMITTER”) and **ACS EDI GATEWAY, INC.** (“Business Associate”), collectively “the Parties.”

Whereas, Submitter desires to transmit Transactions to Business Associate for the purpose of submitting data to a Health Plan; and

Whereas, Business Associate desires to receive such Transactions for this purpose recognizing that Business Associate performs such services on behalf of the Health Plan; and

Whereas, Submitter is subject to the Privacy Standards and the Transaction and Code Set Regulations with respect to the transmission of such Transactions.

Now, therefore, the Parties agree as follows:

1. Definitions

Business Associate means ACS EDI Gateway, Inc.

Submitter means the party identified as “Submitter” on the signature line of this Agreement who is a Health Care Provider, Health Plan or Healthcare Clearinghouse, all as defined in the Privacy Standards.

Designated Record Set is defined in 45 CFR 164.501.

Privacy Standards means the Standards for Privacy of PHI issued by DHHS under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and published at 45 CFR Parts 160 and 164, Subparts A and E.

Protected Health Information, or “PHI,” is the patient health information defined in 45 CFR 164.501 to the extent that such information is created or received by Business Associate from or on behalf of Submitter.

Secretary means the Secretary of the Department of Health and Human Services (DHHS) or his/her designee.

Standard is defined in 45 CFR 160.103.

Transaction is defined in 45 CFR 160.103.

Transactions and Code Set Regulations means those regulations governing the transmission of certain data transactions as published by DHHS under HIPAA.

2. Obligations of the Business Associate, Effective Upon Execution of this Agreement or April 14, 2003, Whichever is Later:

- (1) Not use, disclose, or process PHI other than as permitted by this Agreement.
- (2) Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted under this Agreement.
- (3) Promptly notify Submitter of any use or disclosure contrary to the terms of this Agreement of which Business Associate becomes aware.
- (4) Ensure that any agent, including a subcontractor, to whom it provides PHI received from or created by Business Associate on behalf of Submitter agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI.
- (5) To the extent PHI is maintained by the Business Associate and is not duplicative of PHI in the possession of the Covered Entity, Business Associate will provide reasonable access to Submitter to PHI maintained by Business Associate in a Designated Record Set in order for Submitter to meet the requirements of 45 CFR 164.524. Business Associate may charge a reasonable fee for such access.
- (6) To the extent PHI is maintained by the Business Associate and is not duplicative of PHI in the possession of the Covered Entity, Business Associate will amend PHI maintained by Business Associate in a Designated Record Set, at Submitter’s reasonable request, in order for Submitter to meet the requirements of 45 CFR 164.526.
- (7) Document its disclosures of PHI and related information and provide Submitter with such

information in order for Submitter to meet the requirements of 45 CFR 164.528. If Submitter directs Business Associate to make a disclosure that requires an accounting by Business Associate, Submitter shall specifically notify Business Associate that such disclosure requires an accounting. Failure of Submitter to notify Business Associate shall relieve Business Associate of the requirement to account for such disclosure. Business Associate may charge a reasonable fee for any accounting provided by Business Associate.

- (8) Make internal practices, books, and records relating to the use and disclosure of PHI reasonably available to the Secretary, with prior notice and during normal business hours, for the purpose of the Secretary determining Submitter's compliance with the Privacy Standards.
- (9) Business Associate shall be permitted to use and disclose PHI for its proper management and administration and to carry out its legal responsibilities. In connection with such uses and disclosures of PHI, Business Associate may disclose PHI to third parties as required by law and otherwise to the extent that the person receiving the PHI agrees to hold the PHI confidentially, to use or further disclose the PHI only as required by law or for the purpose for which it was disclosed to such person, and to notify Business Associate of any instances of which it becomes aware in which the confidentiality of the PHI has been breached.

3. Obligations of the Parties Effective Upon Execution of this Agreement by Submitter

- A.** The Parties agree, in regard to any electronic Transactions between them:
- (1) They will exchange data electronically using only those Transaction types as selected by Submitter on the ACS EDI Gateway Trading Partner Enrollment Form (TPEF).
 - (2) They will exchange data electronically using only those formats (versions) as specified on the TPEF.
 - (3) They will not change any definition, data condition, or use of a data element or segment in a Standard Transaction they exchange electronically.

- (4) They will not add any data elements or segments to the Maximum Defined Data Set.
- (5) They will not use any code or data elements that are not in or are marked as "Not Used" in a Standard's implementation specification.
- (6) They will not change the meaning or intent of a Standard's implementation specification.
- (7) Business Associate may reject a Transaction submitted by Submitter if the Transaction is not submitted using the data elements, formats or Transaction types set forth in the TPEF. Business Associate may refuse to accept any claims from Submitter if Submitter repeatedly submits Transactions which do not meet the criteria set forth in TPEF or if Submitter repeatedly submits inaccurate or incomplete Transactions to Business Associate.

- B.** Submitter understands that Business Associate or others may request an exception from the Transaction and Code Set Regulations from DHHS. If an exception is granted, Submitter will participate fully with Business Associate in the testing, verification, and implementation of a modification to a Transaction affected by the change.
- C.** Business Associate understands that DHHS may modify the Transaction and Code Set Regulations. Business Associate will modify, test, verify, and implement all modifications or changes required by DHHS using a schedule mutually agreed upon by Submitter and Business Associate.
- D.** Neither Submitter nor Business Associate accepts responsibility for technical or operational difficulties that arise out of third party service provider's business obligations and requirements that undermine Transaction exchange between Submitter and Business Associate.
- E.** Submitter and Business Associate will exercise diligence in protection of the identity, content, and improper access of business documents exchanged between the two parties. Submitter and Business Associate will make reasonable efforts to protect the safety and security of

individually assigned identification numbers that are contained in transmitted business documents and used to authenticate relationships between the parties.

- F. Business Associate may publish data clarifications (“ACS Companion Guides”) to complement each Implementation Guide. Submitter should use ACS Companion Guides in conjunction with the HIPAA Implementation Guides available at http://www.wpc-edi.com/hipaa/HIPAA_40.asp.
- G. Transactions are considered properly received only after accessibility is established at the designated machine of the receiving party. Once transmissions are properly received, the receiving party will promptly transmit an electronic acknowledgment that conclusively constitutes evidence of properly received transactions. Each party will subject information to a virus check before transmission to the other party.
- H. Each party will implement and maintain appropriate policies and procedures and mechanisms to protect the confidentiality and security of PHI transmitted between the parties.

4. Term and Termination

- A. This Agreement is effective on the dates specified in Section 5.H. below, except that the obligations of the parties under section 2 shall not commence until the later of the Agreement effective date or April 14, 2003. This Agreement shall continue until such time as either party elects to give written notice of termination to the other party or termination of Transaction services provided by Business Associate to Submitter, whichever is earlier.
- B. Upon Submitter’s knowledge of a material breach of this Agreement by Business Associate, Submitter will:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation within the time frame specified by the Submitter which shall be no less than 30 days or such longer time as may be necessary with reasonable diligence to cure the breach, or, if Business Associate does not do so, terminate this Agreement;

- (2) Immediately terminate this Agreement if Business Associate breached a material term of this Agreement and cure is not possible; or
- (3) If neither termination nor cure is feasible, Submitter shall report the violation to the Secretary.

C. Effect of Termination.

Upon termination of this Agreement, Business Associate shall store and continue to protect the confidentiality of PHI.

5. Miscellaneous

- A. This Agreement incorporates, by reference, any written agreements between the parties relating to the subject matter hereof.
- B. This Agreement shall be interpreted consistently with all applicable federal and state privacy laws. In the event of a conflict between applicable laws, the more stringent law shall be applied. This Agreement and all disputes arising from or relating in any way to the subject matter of this Agreement shall be governed by and construed in accordance with Florida law, exclusive of conflicts of law principles. **THE EXCLUSIVE JURISDICTION FOR ANY LEGAL PROCEEDING REGARDING THIS AGREEMENT SHALL BE IN THE COURTS OF THE STATE OF FLORIDA AND THE PARTIES HEREBY EXPRESSLY SUBMIT TO SUCH JURISDICTION.**
- C. Unless otherwise prohibited by statute, the parties agree that this Agreement shall not be affected by any state’s enactment or adoption of the Uniform Computer Information Transaction Act, Electronic Signature or any other similar state or federal law. Each party agrees to comply with all other applicable state and federal laws in carrying out its responsibilities under this Agreement.
- D. This Agreement is entered into solely between, and may be enforced only by, Submitter and Business Associate. This Agreement shall not be deemed to create any rights in third parties or to create any obligations of Submitter or Business Associate to any third party.

E. NO WARRANTIES, EXPRESS OR IMPLIED, ARE PROVIDED BY BUSINESS ASSOCIATE UNDER THIS AGREEMENT. BUSINESS ASSOCIATE'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE MANNER IN WHICH CLAIMED OR THE FORM OF ACTION ALLEGED, IS LIMITED TO THE AMOUNT(S) PAID TO BUSINESS ASSOCIATE BY SUBMITTER UNDER THIS AGREEMENT.

F. Business Associate may provide proprietary software to Submitter to allow Submitter to submit Transactions to Business Associate. Submitter will protect the software as it protects its own confidential information and will not, directly or indirectly, allow access to or the use of the software or any portion thereof, on any computer, server, or network, by any person, corporation, or business entity other than Submitter. Submitter may permit use of the software by contractors or agents of Submitter provided that any such contractors or agents are not competitors of Business Associate and further provided that any such persons agree to protect the confidentiality of the software. Submitter and its contractors and agents are not permitted to use the software for any purpose other than submitting Transactions solely to Business Associate.

G. This Agreement contains the entire agreement between the parties and may only be modified by an agreement signed by both parties.

H. Submitter may elect to execute either a hard copy or an electronic copy of this Agreement. Hard Copy Execution: Submitter will sign a hard copy of this Agreement and mail to Business Associate at the address indicated below. Business Associate will return a copy of the fully executed Agreement to Submitter. The effective date of the hard copy Agreement is the date on which the Agreement is signed by Business Associate. Electronic Copy Execution: Submitter should execute this Agreement by clicking on the "I AGREE" button that appears at the bottom of the Agreement. The effective date of the electronic copy agreement is the date Business Associate receives the electronic transmission of Submitter's acceptance to the terms of this Agreement.

EDI SUBMITTER:

Provider Number/ EDI Gateway Trading Partner ID

(For Pharmacies only)

NCPDP ID

Other Pharmacy Id Type

Other ID Number

Signature

Printed Name and Title

Date

ACS, Inc.
Attention: MT EDI
PO Box 4936
Helena, MT 59604
or Fax to 406-442-4402

Signature

Printed Name and Title

Date



State of Montana
Department of Public Health & Human Services
Medicaid Services

ELECTRONIC BILLING AGREEMENT

(Provider Name)

(Billing ID)

(Provider Street Address)

(City, State, Zip Code)

The undersigned provider hereby elects to submit claims by electronic means to the Montana Department of Health and Human Services medical assistance programs in accordance with the provisions stated herein.

The provider agrees that this election does not in any way modify the requirements of the policies and procedures for services, the Montana Medicaid Provider Enrollment Form or any other contract or agreement with the Department, except as to claim submission methods.

Amendments must be in writing and must be signed by the authorized representative of the contracting parties. This agreement shall not be verbally amended.

The provider and the department agree that each party to this agreement shall have the right to unilateral termination of their agreement upon delivery of written notice of termination of the other party.

The provider and/or his intermediary shall provide, upon the request of the state, supportive documentation to ensure that all technical requirements are being met. Examples of supportive documentation include, but are not limited to, program listing, tape dumps, flow charts, file descriptions, accounting procedures and the like.

The provider shall continue to be ultimately responsible for the accuracy and truthfulness of all medical assistance claims submitted for payment. Nevertheless, the provider, if he selects a data processing agent to submit medical assistance claims directly, authorizes the agent to act for the provider to submit claims on the provider's behalf. The provider acknowledges that their agent's submission of the provider's medical assistance claims to the department is on the provider's behalf, and the provider is responsible for the truth, accuracy, and completeness of the claims submitted.

The provider agrees to submit to the Montana Department of Public Health and Human Services or its authorized agent, upon request, sufficient documentation to substantiate the scope and nature of services provided for those claims submitted and for which reimbursement is claimed.

The provider shall provide all documentation requested during the course of a federal or state audit or investigation, concerning the nature, scope or existence of the services pertaining to a medical assistance claim. Should the provider fail to provide such documentation, the provider shall remit to the department the amount previously paid pertaining to the claim for which documentation has been requested. Should such remittance to the department not be made within thirty (30) days after a written demand is made therefore, the department is hereby authorized by the provider to deduct that amount from any amounts which may otherwise be due or become due to the provider.

Requirements for retention of source documents are as follows:

If claim information is transmitted to the intermediary by paper, either the intermediary or the provider must maintain the documents transmitted in accordance with department rules for records retention. Microfilm or microfiche copies may be maintained in place of original documents provided they meet the requirements defined in the Montana Records Management Policies and Procedures.

If claim information is transmitted electronically to the intermediary, the intermediary must maintain the tape, microfilm or microfiche containing the claim information in accordance with department rules for record retention.

The provider acknowledges that the following provider's certification statement, under which he endorses warrants in payment of medical assistance applies to all services he provides regardless of the method of submission to the Department of Public Health and Human Services:

I understand "That Endorsement" hereon or deposit to the accounts of the within named payee is done with the understanding that payment will be from federal and state funds and that any false claims, statements or documents, or concealment of a material fact may be prosecuted under applicable federal and state law.

The provider certifies that the services billed for will have been provided without regard to race, color, national origin, creed, sex, religion, political ideas, marital status, age or handicap.

The provider agrees to furnish to the department's claim processing agent copies of the written agreements with any intermediary that has been authorized to submit medical assistance claims in the provider's behalf.

The provider agrees that billing services and compensation for such will be related to the cost of processing the billing and acknowledges that it may not be related on a percentage or other basis to the amount that is billed or collected and may not be dependent upon the collection of that payment required by federal regulation or this agreement.

The provider agrees that any intermediary that has been authorized to establish receivables and make collections in their behalf shall have an effective system for identifying duplicate payments from other sources (third party) so as to ensure the Montana Department of Public Health and Human Services medical assistance programs' standing as the payer of last resort.

The provider agrees to require any intermediary they contract with to process medical assistance claims to send to the provider, at least monthly, a complete listing of claims processed in their behalf by the intermediary that identifies, at a minimum, the following: 1) patient name, 2) patient medical assistance ID number, 3) date of service, 4) service/procedure, 5) charged amount, 6) all payments,* 7) payment sources.* [Required only when an intermediary is contracted to establish receivables and make collections.] The provider agrees to personally review these reports.

All specifications set forth in the department's, "Electronic Billing Specifications," as from time to time amended, shall be met for every entry submitted. A copy of such procedures may be requested at anytime from ACS Provider Relations. The department agrees to supply the provider with any amendments to these specifications within a reasonable time prior to the time such amendments or changes to the procedures shall go into effect.

It is expressly understood that the department may reject an entire submission at any time for failure to comply with the "Electronic Billings Specifications" as in effect pursuant to the above paragraph or for any other valid reason.

The provider agrees to the obligation of researching and correcting any and all claim discrepancies caused by the provider or their contracted intermediary.

The provider understands that participation in the Montana medical assistance program(s) is subject to compliance with this agreement and Federal and State laws and regulations. Non-compliance is cause for termination of this agreement.

Signed this _____ day of _____, 20__

(Provider Signature)