COLORADO

MEDICAL ASSISTANCE PROGRAM

ELECTRONIC DATA INTERCHANGE SUBMITTER ENROLLMENT & AGREEMENT

Fiscal Agent for the
Colorado Medical Assistance Program

A C S

PO Box 1100
Denver, Colorado 80201-1100
303-534-0146   1-800-237-0757
http://www.chcpf.state.co.us/ACS/Provider_Services/provider_services.asp

Colorado Medical Assistance Program

ELECTRONIC DATA INTERCHANGE
SUBMITTER ENROLLMENT

Note: All vendors, billing agents, and clearinghouses that submit electronic transactions to the Colorado Medical Assistance Program are required to complete and return the attached Submitter Enrollment Packet.

ACS State Healthcare, LLC will serve as the Fiscal Agent for the Colorado Department of Health Care Policy and Financing (DHCPF), and ACS EDI Gateway, Inc. will be the entry-point for all electronic transactions on behalf of DHCPF. All vendors, billing agents, and clearinghouses planning to submit or receive electronic transactions must return the completed Submitter Enrollment Form and executed Trading Partner Agreement to the following address:

ACS State Healthcare
Colorado Medical Assistance Program Submitter Services
P.O. Box 1100
Denver, CO 80201-1100

If you need additional assistance, please call the ACS EDI Services at 303-534-0146 or toll free at 1-800-237-0757, Monday – Friday 8 a.m. – 5 p.m. MST, or visit http://www.chcpf.state.co.us/ACS/Provider_Services/provider_services.asp

Colorado Medical Assistance Program

SUBMITTER ENROLLMENT INSTRUCTIONS

NOTE: All Sections are required, unless otherwise indicated.

Section 1. Classification
Please indicate whether you are a software vendor, billing agent, or clearinghouse. A software vendor equips providers with software that allows them to submit data directly. A billing agent submits data on behalf of providers, but is not considered a provider itself. A clearinghouse accepts provider submissions and passes those along to multiple payers. A switch vendor is considered a clearinghouse.

Section 2. Submission Method
Please indicate how you will be submitting electronic transactions. You may submit by any of the following methods: Asynchronous (batch), the State's Provider Web Portal (interactive), or TCP/IP (interactive).

Section 3. Submitter Information
Please complete the appropriate submitter information. Your email address will be kept confidential, and will only be used as a means of distributing general information to Colorado Medical Assistance Program submitters.

Section 4. Contact Information

Sub-Section 4a. Primary Contact Information
Please indicate a specific contact person, if different from the submitter information in Section 3.

Sub-Section 4b. Secondary Contact Information
Please indicate additional contact information, if any

Section 5. Report Transactions
Please select the report transactions you want to receive through the State's Provider Web Portal.

Please Note:
Your providers will be required to supply the Submitter or 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.

Implementation Guide Limits
The Implementation Guide limits claims to 5000, and limits eligibility verifications to 99. You may not exceed these limits without receiving written permission from DHCPF to do so.

Colorado Medical Assistance Program

SUBMITTER ENROLLMENT FORM

Please print or type. Complete all areas, unless otherwise indicated.

Section 1. Classification
Please indicate your classification.

☐ Software Vendor   ☒ Billing Agent   ☐ Clearinghouse / Switch Vendor

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

☐ Asynchronous
(Batch)

☒ State's Provider Web Portal
(Interactive)

☐ TCP/IP
(Interactive)

Section 3. Submitter Information

Business Name: _____

Business Street Address: _____

City: _____   State: _____   Zip: _____

Telephone: _____   Fax: _____

Email address: _____

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Colorado Medical Assistance Program

SUBMITTER ENROLLMENT FORM

Section 4. Contact Information

Sub-Section 4a. Primary Contact Information

Contact Individual Name: _____   Contact Title: _____

Business Street Address: _____

City: _____   State: _____   Zip: _____

Telephone: _____   Fax: _____

Email address: _____

Sub-Section 4b. Secondary Contact Information

Contact Individual Name: _____   Contact Title: _____

Business Street Address: _____

City: _____   State: _____   Zip: _____

Telephone: _____   Fax: _____

Email address: _____

Section 5. Report Transactions

Colorado Medical Assistance Program providers can receive X12N and/or proprietary electronic reports. Please select the reports that you want to receive through the State's Provider Web Portal. *Enter only one Trading Partner (TP) ID per report. You may enter a different TP ID for each selected report.* **Providers and submitters can no longer receive/retrieve reports through BBS/MEVSNET.**

[ ] Medicare Buy-In Rejection Report   **Receiving TP ID** _____

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Colorado Medical Assistance Program

TRADING PARTNER AGREEMENT

THIS TRADING PARTNER AGREEMENT ("Agreement") is by and between **SUBMITTER** ("Submitter") and **ACS EDI GATEWAY, INC.** ("Trading Partner"), subcontractor of ACS State Healthcare, LLC, agent of the Colorado Department of Health Care Policy and Financing. Submitter and Trading Partner are collectively to be considered "the Parties."

Whereas, Submitter desires to transmit Transactions to Trading Partner for the purpose of submitting data to the health plan;

Whereas, Trading Partner desires to receive such Transactions for this purpose; and

Whereas, Submitter 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**

    Trading Partner means ACS EDI Gateway, Inc.

    Submitter means the party identified as "Submitter" on the signature line of this Agreement.

    Standard is defined in 45 C.F.R. 160.103.

    Transaction is defined in 45 C.F.R. 160.103.

    Transactions and Code Set Regulations means those regulations governing the transmission of certain health claims transactions as published by the U.S. Department of Health and Human Services (DHHS).

2. **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 Submitter Enrollment Form.
        (2) They will exchange data electronically using only those formats (versions) as specified on the Submitter Enrollment Form.
        (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)   Trading Partner will accept Transactions from Submitter according to the Submitter Enrollment Form but may subsequently deny a Transaction for further processing if the Transaction is not submitted using the data elements, formats or Transaction types set forth in the Submitter Enrollment Form. Trading Partner may return a Submitter to a test status if Submitter repeatedly submits Transactions which do not meet the criteria set forth in a Submitter Enrollment Form or if Submitter repeatedly submits inaccurate or incomplete Transactions to Trading Partner.

B.   Submitter understands that Trading Partner 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 Trading Partner in the testing, verification, and implementation of a modification to a Transaction affected by the change.

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

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

E.   Submitter and Trading Partner will exercise diligence in protection of the identity, content, and improper access of business documents exchanged between the two parties. Submitter and Trading Partner 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.   Trading Partner may publish data clarifications ("Companion Guides") to complement each Implementation Guide. HIPAA Implementation Guides are available at http://www.wpc-edi.com/hipaa/HIPAA_40.asp. Companion Guides are available from ACS EDI Gateway at http://coloradomedicaid.acs-inc.com.

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 acknowledgement 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.

3.   **Miscellaneous**

A.   This Agreement is effective on the date last signed below. 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 Trading Partner to Submitter, 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 Colorado 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 Colorado 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 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.

E. This Agreement is entered into solely between, and may be enforced only by, Submitter and Trading Partner. This Agreement shall not be deemed to create any rights in third parties or to create any obligations of Submitter or Trading Partner to any third party.

F. No warranties, express or implied, are provided by Trading Partner under this Agreement. Trading Partner'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 Trading Partner by Submitter under this Agreement.

G. Trading Partner may provide proprietary software to Submitter to allow Submitter to submit Transactions to Trading Partner. 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 Trading Partner 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 Trading Partner.

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

Colorado Medical Assistance Program

SUBMITTER: _____

Signature

Printed Name and Title

Submitter/Trading Partner ID

Date

Colorado Medical Assistance Program

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**ACS State Healthcare
Colorado Medical Assistance Program
EDI Services
P.O. Box 1100
Denver, CO 80201-1100**