

### Commonwealth of Massachusetts Executive Office of Health and Human Services Division of Medical Assistance

600 Washington Street Boston, MA 02111 www.mass.gov/dma

> MassHealth All Provider Bulletin 127 October 2003

TO: All Providers Participating in MassHealth

FROM: Beth Waldman, Acting Commissioner Beth Waldman

RE: Implementation of HIPAA-Compliant Electronic Remittance Advice

New Electronic Remittance Advice Format and Specifications On October 16, 2003, the Division of Medical Assistance (Division) implemented the HIPAA-compliant 835 health care remittance advice and payment transaction. MassHealth providers who opt to receive this transaction will be issued their first 835 at approximately the end of October. Our Companion Guide for this transaction should be used in conjunction with the 835 Implementation Guide. It can be downloaded from our provider Web site at <a href="http://www.mahealthweb.com">http://www.mahealthweb.com</a> (click on "HIPAA" and then "HIPAA Testing" to reach the guide). The Companion Guide contains MassHealth-specific technical and data element instructions.

If you are a retail pharmacy provider, please see the related information on page 2 of this bulletin.

### Requirements

All MassHealth trading partners must sign a Trading Partner Agreement (TPA) before receiving 835 transactions. You must complete a MassHealth TPA (attached), **only if you have not already done so**, and return it to the address below.

MassHealth ATTN: HIPAA Support Center P.O. Box 9101 Somerville, MA 02145

# Trading Partner Profile Form

You will also be asked to complete a Trading Partner Profile (TPP) form, if you have not already done so. The purpose of the form is to collect additional data about which HIPAA transactions you will conduct with MassHealth, and to verify contact information for your facility.

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### Media Options

The Division will make the 835 transaction available to MassHealth trading partners for download from the Bulletin Board System (BBS), or on a CD-ROM or DVD. Trading partners who would like to retrieve 835 transactions from the BBS will be issued a user ID, password, and BBS instructions.

### Testing and Support

The Division will provide assistance to trading partners who would like to participate in testing activities; however, testing of the 835 transaction is not required. If you would like to test, contact the MassHealth HIPAA Support Center at the telephone number or e-mail address below.

# Proprietary Remittance Advices

The Division will continue to issue paper remittance advices to all providers. In addition, the Division will provide the current proprietary electronic remittance advice to providers who currently receive it, as supplemental information to the 835 transaction.

## **Acknowledgements**

Generation of the 997 Functional Acknowledgement in response to the 835 transaction is optional for trading partners and is not required by the Division. However, if a provider chooses to send a 997 acknowledgement, it can be e-mailed to <a href="MA997@unisys.com">MA997@unisys.com</a>.

### Contact Information

If you want to receive the 835 transaction, please contact us at the appropriate telephone number below.

Pharmacy Providers: 1-617-423-9841 All Other Providers: 1-888-848-5068 or at mailto:mahipaasupport@unisys.com

# 835 Information for Pharmacy Providers

Retail pharmacy providers must contact ACS State Healthcare at the telephone number above to receive 835 transactions in response to claims submitted via the Pharmacy On-line Processing System (POPS). You will be notified when secure access to the Web site <a href="http://www.masspharmacy-edi.com">http://www.masspharmacy-edi.com</a> is available. Once notified, an assigned user ID and password will be required to gain access to 835 transactions.

Pharmacy providers will be able to access the 835 Companion Guide later this fall by visiting the Affiliated Computer Services (ACS) Web site at <a href="http://www.MassPharmacy.com">http://www.MassPharmacy.com</a>.



Commonwealth of Massachusetts Executive Office of Health and Human Services

Division of Medical Assistance

# MassHealth Trading Partner Agreement

This Trading Partner Agreement ("Agreement	") is made as of	200
between the Division of Medical Assistance ("I	Division") and	
		("Trading Partner").
Trading Partner Name (please print)	Provider No.	

The Trading Partner intends to conduct MassHealth transactions with the Division of Medical Assistance in electronic form. Both parties acknowledge and agree that the privacy and security of data held by or exchanged between them is of utmost priority. Each party agrees to take all steps reasonably necessary to ensure that all electronic transactions between them conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder. Without limiting the generality of the preceding sentence, the parties agree as follows:

- 1. Each party will take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure, and will take reasonable precautions to prevent unauthorized access to (a) its own and the other party's transmission and processing systems, (b) the transmissions themselves, and (c) the control structure applied to transmissions between them.
- 2. Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic transactions to, or receiving electronic transactions from, the other party.
- 3. The Trading Partner will conform each electronic transaction submitted to the Division to the Specifications Addendum applicable to the transaction, and to the applicable Companion Guide. The Division may modify the Specifications Addendum and the Companion Guide at any time without amendment to this Trading Partner Agreement, but the Trading Partner shall not be required to implement such modifications sooner than 60 days after publication of the modified Specifications Addendum or Companion Guide, unless a shorter compliance period is necessary to conform to applicable federal law or regulation. Only the last-issued Specifications Addendum of each type will be effective as of the date specified in the Specifications Addendum. The Division may reject any transaction that does not conform to the applicable Specifications Addendum and the Companion Guide.
- 4. Before initiating any transmission in HIPAA standard transaction format, and thereafter throughout the term of this Agreement, the Trading Partner will cooperate with the Division and the Division's Business Associates (i.e., vendors who perform certain functions on the Division's behalf) in such testing of the transmission and processing systems used in connection with MassHealth as the Division deems appropriate to ensure the accuracy, timeliness, completeness, and security of each data transmission.

- 5. Each party is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other party and other persons. If either party receives from the other data not intended for it, the receiving party will immediately notify the sender to arrange for its return, re-transmission, or destruction, as the other party directs.
- 6. Termination or expiration of this Agreement or any other contract between the parties does not relieve either party of its obligations under this Agreement and under federal and state laws and regulations pertaining to the privacy and security of Individually Identifiable Health Information nor its obligations regarding the confidentiality of proprietary information.
- 7. The Trading Partner may authorize one or more intermediaries to electronically send or receive MassHealth data on its behalf. Every such intermediary must first be bound by written agreement with the Trading Partner to comply with applicable law and regulations, with the current applicable Specifications Addenda and Companion Guides, and with the terms of this Agreement. The Trading Partner agrees and represents that it will disclose its provider number, user ID number, password, and any other means that enable MassHealth data to be transmitted to or received from the Division, only to intermediaries with whom it has such agreements, or to members of its workforce, whom the Trading Partner has authorized to receive and transmit data on its behalf. The Trading Partner will be bound by and responsible for the acts and omissions of all such persons in the exchange of electronic data with the Division. The Trading Partner shall notify the Division of any event, such as the termination of its relationship with a previously authorized employee or intermediary, that may require action to foreclose submission and receipt of transactions by persons no longer authorized by the Trading Partner to act on its behalf. Use of an intermediary shall not relieve the Trading Partner of any risks or obligations assumed by it under this or any other agreement with the Division, or under applicable law and regulations. The Trading Partner will bear all costs resulting from its use of intermediaries.
- 8. This Agreement shall take effect and be binding on the Trading Partner and the Division when signed by the Trading Partner and received by the Division. In case of conflict between this Agreement and any prior contracts between the parties, including prior versions of this Agreement, this Agreement will prevail.

Trading Partner Authorized Signature [manual signature required – no facsimile]		
Printed Name of Signer		
Date		
Telephone Number		
E-mail Address		