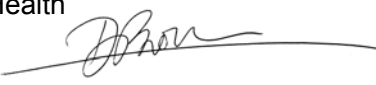




**Commonwealth of Massachusetts**  
**Executive Office of Health and Human Services**  
**Division of Medical Assistance**  
600 Washington Street  
Boston, MA 02111  
[www.mass.gov/dma](http://www.mass.gov/dma)

**MassHealth**  
**Hospice Bulletin 7**  
**August 2003**

**TO:** Hospice Providers Participating in MassHealth  
**FROM:** Douglas S. Brown, Acting Commissioner   
**RE:** **Implementation of the 837 Institutional HIPAA-Compliant Electronic Claim Format**

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***New Electronic Claim  
Format and  
Specifications***

**Effective September 2, 2003**, the Division will implement the 837 Institutional Health Care electronic claim format (837I). The Health Insurance Portability and Accountability Act of 1996 (HIPAA) mandates implementation of this format by October 16, 2003 for all affected MassHealth providers who submit electronic claims.

It is essential that affected providers initiate and complete testing with MassHealth as soon as possible. The MassHealth 837I Companion Guide, which should be used in conjunction with the Implementation Guide for the 837I, contains MassHealth-specific technical and data element requirements. The 837I Companion Guide can be downloaded from the MassHealth provider Web site at: [www.mahealthweb.com](http://www.mahealthweb.com). Click on "HIPAA," then "Testing," to reach the 837I Companion Guide.

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***Trading Partner  
Agreement Required  
Before Testing***

You must successfully complete the testing process before you can submit claims to MassHealth for processing in the 837I format. If you use a software vendor or billing intermediary, you should contact them immediately, if you have not done so already, to discuss the status of their testing with MassHealth. A signed Trading Partner Agreement (TPA) is required to be on file before you submit test claims. You must complete a MassHealth TPA (attached), **only if you have not already done so** and **return it to MassHealth** at the following address.

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

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continued on back

***Testing and Support***

Once you receive a TPA acknowledgement letter and you are ready to begin testing, contact the **MassHealth HIPAA Support Center** either by telephone at **617-576-4030**, or by e-mail at [mahipaasupport@unisys.com](mailto:mahipaasupport@unisys.com). The MassHealth HIPAA Support Center will verify the transactions you will conduct and your readiness dates, and provide you with additional information about the testing process, requirements, and schedule.

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***Trading Partner Profile Form***

All electronic submitters, including billing intermediaries and clearinghouses, will be requested to complete a Trading Partner Profile (TPP) Form. The purpose of this form is to collect additional data about which HIPAA transactions you will conduct with MassHealth, your readiness date, and appropriate contact information.

If you have not already completed the TPP form either in writing or by telephone, contact the MassHealth HIPAA Support Center for assistance.

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***Production Claims***

**Test claims in the 837 Institutional format will not be processed in the weekly production cycle.** You must continue to submit MassHealth claims for processing in the current proprietary format during the testing period. Once you are approved to submit production claims in the 837 format, you can do so and should discontinue submitting claims in the MassHealth proprietary format.

If you submit paper claim forms, you can continue to do so; however, all providers are encouraged to bill electronically.

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***Questions***

If you have any questions about this, or other HIPAA-related information, contact the MassHealth HIPAA Support Center at 617-576-4030 or by e-mail at [mahipaasupport@unisys.com](mailto:mahipaasupport@unisys.com)

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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 (“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.

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Trading Partner Authorized Signature  
[manual signature required – no facsimile]

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Printed Name of Signer

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Date

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Telephone Number

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E-mail Address