State of New Mexico Medicaid Program

Electronic Data Interchange (EDI) Submitter Enrollment Application and Agreement

ELECTRONIC DATA INTERCHANGE SUBMITTER ENROLLMENT

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

Conduent State Healthcare, LLC will serve as the Fiscal Agent for the New Mexico Human Services Department (HSD) and Conduent EDI Gateway, Inc. (Conduent EDI Solutions) will be the entry-point for all electronic transactions on behalf of HSD. 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:

E-Mail: HIPAA.DeskNM@hsd.nm.gov

If you have any questions, please contact the Conduent HIPAA Helpdesk between the hours of 8:00 AM to 5:00 PM MST, Monday through Wednesday, including Friday and 8:00 AM to 4:00 PM MST on Thursday at 1 (800) 299-7304.

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.

Section 2 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 **New Mexico Medicaid** Program.

Section 3 Existing Trading Partner ID (if applicable)
If you are currently submitting electronic transactions, please indicate your 6-digit Trading Partner/Submitter ID.

Section 4 Clearinghouses / Software Vendors
If you are a vendor or clearinghouse, please provide software product name and version.

Section 5 Contact Information

>   *Sub-Section 6a Primary Contact Information*
>   Please indicate a specific contact person, if different from the submitter information in Section 3.

>   *Sub-Section 6b Secondary Contact Information*
>   Please indicate additional contact information, if any

Section 6 Transmission Transactions
Please select the transactions you will be submitting to Conduent EDI Solutions

Section 7 Report Transactions
Please select the report transactions you want to receive

SUBMITTER ENROLLMENT INSTRUCTIONS

NOTE: All Sections are required, unless otherwise indicated.

Please Note:
Providers will be required to supply the Submitter or Trading Partner ID of their vendor, billing agent, or clearinghouse on their authorization form. Please be prepared to supply this information to your providers upon request.

Provider Authorization required for Billing Agents or Clearinghouses
Your providers must individually authorize you to submit or retrieve on their behalf. Due to HIPAA Privacy Regulations, the State will not accept lists of providers from billing agents or clearinghouses.

Providers have been given a Provider Authorization Form to be completed and signed by the provider or the provider's representative. (The billing agent/clearinghouse cannot sign on behalf of the provider.) The Provider Authorization Form, attached for your reference, authorizes a billing agent or clearinghouse to submit and/or retrieve transactions on behalf of a provider. No Provider Authorization Form or Provider Enrollment form is required for testing by billing agents or clearinghouses, but both will be required prior to production.
Please ensure that all of your providers have submitted the authorization. If additional copies are required, please direct providers to the HIPAA Helpdesk at (800) 299-7304 or (505) 246-0710. A separate authorization form must be submitted for each of your providers before you can submit or retrieve information on their behalf.

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 HSD to do so.

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

___ Clearinghouse only

Section 2. Submitter Information

Business Name: _____

Business Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

Section 3. Trading Partner ID Number (if applicable)

If you are currently submitting electronic transactions directly to Conduent EDI Solutions, please indicate your 6-digit Trading Partner/Submitter ID: _____

SUBMITTER ENROLLMENT FORM

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

Section 4. Clearinghouses / Software Vendors
If you are a vendor or clearinghouse, please provide the following information.

Software Product Name: _____

Software Version: _____

Section 5. Contact Information

Sub-Section 5a. Primacy Contact Information

Contact Individual Name: _____

Contact Title: _____

Business Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

Sub-Section 5b. Secondary Contact Information

Contact Individual Name: _____

Contact Title: _____

Business Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

SUBMITTER ENROLLMENT FORM

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

Section 6. Available Transactions for submission (at least one must be checked)

___ X12N 837P (Professional Claim)

___ X12N 837D (Dental Claim)

___ X12N 837I (Institutional Claim)

___ X12N 270 (Eligibility Inquiry)

___ X12N 276 (Claim Status Inquiry)

Section 7. Transactions available for retrieval (at least one must be checked)

State of New Mexico Medicaid Program providers can receive X12N transaction submissions. Enter only one Provider NPI per submission. Please select the electronic response and enter the corresponding NPI for each response you wish to be retrieved from Conduent EDI Solutions. *Enter only one NPI per transaction. You may enter a different NPI for each selected response.*

                              Provider NPI

___ X12N 271 (Eligibility Benefit Inquiry)   _____

___ X12N 277 (Claim Status Inquiry)   _____

___ X12N 277CA (Payer Specific Reject Report)   _____

___ X12N 999 (Acknowledgement of Sent Transactions) _____

___ X12N 835 (Claim Payment Advice)   _____

TRADING PARTNER AGREEMENT

THIS TRADING PARTNER AGREEMENT ("Agreement") is by and between **SUBMITTER** ("Submitter") and **Conduent EDI GATEWAY, INC.** (Conduent EDI Solutions) ("Trading Partner"), subcontractor of Conduent State Healthcare, LLC ("Conduent"), and agent of the New Mexico Human Services Department (HSD). 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 Conduent 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.

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(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 Department of Health and Human Services (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. Companion Guides are available from New Mexico Medical Assistance Division at

http://www.hsd.state.nm.us/mad/5010HIPAAforNMMedicaidProviders.html

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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 Protected Health Information (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 New Mexico 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 Mexico 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.

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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, 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.

SUBMITTER:

_____

Signature

_____

Printed Name and Title

_____

Submitter/Trading Partner ID (if applicable)

_____

Date

Please return the completed EDI Submitter Enrollment Application and Agreement to the following address:

E-Mail: HIPAA.DeskNM@hsd.nm.gov