

Electronic Transaction Agreement for Service Centers

This is to certify that _____ (“Service Center”)
(Service Center, Clearinghouse or direct Service Center’s business name)

of _____
(City) (State) (Zip Code)

on this _____ day of _____, 20____, agrees to follow conditions for the submission of electronic transactions to Hewlett Packard Enterprise (HPE) for processing transactions for Nevada Medicaid and Nevada Check Up (“Medicaid”):

Authorized Uses

Data is only to be used for Medicaid business done on behalf of Medicaid providers, including preparing accurate claims or determining eligibility for specific services.

Service Centers may only forward requests on behalf of and on the explicit request of health care provider subscribers to support a direct patient treatment relationship and verification of eligibility to support treatment, payment or health care operations as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Assurances

The Service Center agrees to abide by the policies of HPE and the Nevada Division of Health Care Financing and Policy (DHCFP).

The Service Center is recognized as an electronic transaction preparation service only and is not to be construed as an agent of HPE or the DHCFP.

A provider’s enrollment in Medicaid is not affected by this agreement.

The Service Center will not submit an eligibility inquiry except as an authorized agent of the health care provider and pursuant to a Business Associate contract as required by 45 CFR 164.314(a) and 164.504(e) with the health care provider.

The Service Center will notify the HPE EDI Department of the names of providers either added to or discontinued from service within five (5) business days.

The Service Center is fully accountable for all transactions submitted and will cooperate with HPE and DHCFP or their agents in the event there is a security concern with respect to any transaction submitted.

The Service Center will not make any disclosure of information that is not specifically authorized.

Service Center will be able to associate each inquiry with the provider or billing service making the inquiry. For each inquiry submitted, the Service Center will be able to identify the provider making the request for beneficiary information and be able to assure that the eligibility responses are routed only to the provider that originated each request.

If the Service Center submits a transaction that has been prepared by a provider/supplier utilizing clearinghouse services, the Service Center will be responsible for ensuring that the provider/supplier

provides sufficient security measures to be able to associate the transaction with an individual submitting the transaction.

The Service Center will not disclose, lend, re-sell or otherwise transfer access or data to an entity other than a health care provider for the purposes of treatment, payment or health care operations as defined by HIPAA.

The Service Center will not store information received on behalf of a request by a provider except to the extent that conformation of delivery is necessary.

The Service Center is prohibited from any and all automated extraction of predictive information from data.

The Service Center will only process inquiries in the context of immediate treatment, payment or health care operations; no en mass inquiries of eligibility data will be processed.

The Service Center will not process or store Protected Health Information as defined by HIPAA or conduct electronic transactions involving DHCFP data from outside the geographic limits of the United States.

Penalties

DHCFP may monitor eligibility inquiries or other data transfers. Service Centers demonstrating behavior that suggests improper use of data (e.g., high inquiry error rate or high ratio of eligibility inquiries to claims submitted) may be suspended, put on a corrective action plan, or referred for investigation. Criminal penalties may be imposed under HIPAA and the False Claims Act, 31 U.S. C. 3729-3733 and 18 U.S.C. 1001.

Term and Termination

This agreement will become effective when executed by both parties and may be amended only in writing, similarly executed.

This agreement may be terminated with thirty (30) days written notice by either party. HPE or DHCFP may immediately terminate this agreement if the Service Center fails to comply with or violates a material provision of this agreement.

Signature of authorized Service Center agent

Title of authorized agent

Date signed

For HPE Use Only	
Service Center Code: _____	
Signature of EDI Coordinator: _____	Date: _____