

Electronic Transaction Agreement for Trading Partners

The Trading Partner agrees to the following conditions for the submission of electronic transactions to Gainwell Technologies for processing transactions for Nevada Medicaid and Nevada Check Up (“Medicaid”):

Definitions

Gainwell Technologies is the Fiscal Agent for Nevada Medicaid and Nevada Check Up and is referred to as “Nevada Medicaid” in communications with providers and Trading Partners.

“Trading Partner” means the party identified as “Trading Partner” on the Trading Partner Enrollment Application.

“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” mean those regulations governing the transmission of certain health claims transactions as published by the U.S. Department of Health and Human Services (“DHHS”).

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.

Trading Partners 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 Trading Partner agrees to abide by the policies of Medicaid and the Nevada Division of Health Care Financing and Policy (DHCFFP).

The Trading Partner is recognized as an electronic transaction preparation service only and is not to be construed as an agent of Nevada Medicaid or the DHCFFP.

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

The Trading Partner 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 Trading Partner will notify the Nevada Medicaid EDI Department of the names of providers either added to or discontinued from service within five (5) business days.

The Trading Partner is fully accountable for all transactions submitted and will cooperate with the DHCFFP, Nevada Medicaid, or their contractors in the event there is a security concern with respect to any transaction submitted.

The Trading Partner will not make any disclosure of information that is not specifically authorized.

The Trading Partner will be able to associate each inquiry with the provider or billing service making the inquiry. For each inquiry submitted, the Trading Partner 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 Trading Partner submits a transaction that has been prepared by a provider/supplier utilizing clearinghouse services, the Trading Partner 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 Trading Partner 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 Trading Partner will not store information received on behalf of a request by a provider except to the extent that confirmation of delivery is necessary.

The Trading Partner is prohibited from any and all automated extraction of predictive information from data.

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

The Trading Partner 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.

Electronic Transactions

The Trading Partner will exchange data electronically using only those formats (versions) as specified on the Trading Partner Enrollment Application, the HIPAA Implementation Guide(s) and/or the Nevada Companion Guide(s).

The Trading Partner will not change any definition, data condition, or use of a data element or segment in a standard Transaction they exchange electronically.

The Trading Partner will not add any data elements or segments to the Standard Transaction.

The Trading Partner will not use any code or data elements that are not in or are marked as "Not Used" in a Standard Transaction's implementation specification.

The Trading Partner will not change the meaning or intent of a Standard Transaction HIPAA implementation specification.

Nevada Medicaid will accept Transactions from the Trading Partner according to the Trading Partner Enrollment Application 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 Trading Partner Enrollment Application, the HIPAA Implementation Guides, and/or the Nevada Companion Guides. Nevada Medicaid may return a Trading Partner to an uncertified status if the Trading Partner repeatedly submits Transactions which do not meet the criteria set forth in the Trading Partner Enrollment Application or if the Trading Partner repeatedly submits inaccurate or incomplete Transactions to Nevada Medicaid.

Obligations

The Trading Partner and Nevada Medicaid will exercise diligence in protection of the identity, content, and improper access of business documents exchanged between the two parties. The Trading Partner and Nevada Medicaid 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.

Nevada Medicaid may publish data clarifications ("Companion Guides") to complement each Implementation Guide.

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.

Each party will implement and maintain appropriate policies and procedures and mechanisms to protect the confidentiality and security of PHI transmitted between the parties.

Penalties

DHCFP may monitor eligibility inquiries or other data transfers. Trading Partners 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 the Trading Partner Enrollment Application is submitted to and accepted by Nevada Medicaid.

This agreement may be terminated with thirty (30) days' notice by either party. Nevada Medicaid or DHCFP may immediately terminate this agreement if the Trading Partner fails to comply with or violates a material provision of this agreement.

Miscellaneous

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 Nevada 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 Nevada and the parties hereby expressly submit to such jurisdiction.

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.

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

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