COLORADO

MEDICAL ASSISTANCE PROGRAM

Electronic Data Interchange (EDI) Switch Vendor Submitter Enrollment & Agreement

The Colorado Medical Assistance Program

PO Box 1100
Denver, Colorado 80201-1100
1-800-237-0757

ELECTRONIC DATA INTERCHANGE SWITCH VENDOR SUBMITTER ENROLLMENT

Note: All switch vendors that submit electronic transactions to the Colorado Medical Assistance Program are required to complete and return the attached Switch Vendor Submitter Enrollment Packet.

Xerox State Healthcare will serve as the fiscal agent for the Colorado Department of Health Care Policy and Financing (DHCPF), and EDI Gateway will be the entry-point for all electronic transactions on behalf of DHCPF. 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:

The Colorado Medical Assistance Program
Program Submitter Services
P.O. Box 1100
Denver, CO 80201-1100

For additional assistance, please call Provider Services EDI Support at 1-800-237-0757, Monday-Friday 8 a.m.-5 p.m. MT, or visit colorado.gov/hcpf ➡Provider Services ➡ EDI Support.

SWITCH VENDOR SUBMITTER ENROLLMENT INSTRUCTIONS

NOTE: All Sections are required, unless otherwise indicated.

Section 1. 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 Colorado Medical Assistance Program submitters.

Section 2. Software Information
If you are a switch vendor, please complete this section by providing the name and version of your software.

Section 3. Contact Information

Sub-Section 3a. Primary Contact Information
Please indicate a specific contact person, if different from the submitter information in Section 2.

Sub-Section 3b. Secondary Contact Information
Please indicate additional contact information, if any

Section 4. Transmission Transactions
Switch vendors are eligible for 270/271 and 276/277 transactions.

Section 5. Delimiter Information
For X12N transactions submitted directly to EDI Gateway, please indicate any alternate delimiter to be used as the data element separator, sub-element separator, or segment terminator. If left blank, the default delimiters will be used as follows: asterisk (*) for the data element separator, colon (:) for the sub-element separator, and tilde (~) for the segment terminator.

SWITCH VENDOR SUBMITTER ENROLLMENT FORM

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

Section 1. Submitter Information

Business Name: _____

Business Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email address: _____

SWITCH VENDOR SUBMITTER ENROLLMENT FORM

Section 2. Software Information
Please provide the following information.

Software Product Name: _____ Software Version: _____

Section 3. Contact Information

Sub-Section 3a. Primary Contact Information

Contact Individual Name: _____ Contact Title: _____

Business Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email address: _____

Sub-Section 3b. Secondary Contact Information

Contact Individual Name: _____ Contact Title: _____

Business Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email address: _____

SWITCH VENDOR SUBMITTER ENROLLMENT FORM

Section 4. Available Transactions

☐ X12N 270 (Eligibility Inquiry)

☐ X12N 271 (Eligibility Response)

☐ X12N 276 (Claim Status Inquiry)

☐ X12N 277 (Claim Status Response)

Section 5. Delimiter Information

For X12N transactions submitted directly to the EDI Gateway, please provide an alternate delimiter, if required. If left blank, the default delimiter will be used.

Element Delimiter to be used: ☐	**Sub-Element Delimiter to be used:** ☐	**Segment Delimiter to be used:** ☐
Default Delimiter (asterisk) *	Default Delimiter (colon) :	Default Delimiter (tilde) ~

TRADING PARTNER AGREEMENT

THIS TRADING PARTNER AGREEMENT ("Agreement") is by and between **SUBMITTER** ("Submitter") and **EDI GATEWAY** ("Trading Partner"), subcontractor of the fiscal agent, agent of the Colorado Department of Health Care Policy and Financing. 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 EDI Gateway

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.
(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 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. HIPAA Implementation Guides are available at http://www.wpc-edi.com/hipaa/HIPAA_40.asp. Companion Guides are available from EDI Gateway at http://www.colorado.gov/cs/Satellite/HCPF/HCPF/121810295808.

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 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 Colorado 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 Colorado 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.

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, corporation, 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 Date

_____
Printed Name and Title

Please return the completed Switch Vendor Submitter Enrollment Form and executed Trading Partner Agreement to the following address:

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EDI Services
P.O. Box 1100
Denver, CO 80201-1100