



**State of Maine**

**Department of Health & Human Services (DHHS)**

**MaineCare**

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**Medicaid Management Information Systems**  
***Maine Integrated Health Management Solution***  
***837 Health Care Claim: Institutional Companion Guide***  
***ASC X12N Version 005010X223A2***

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## **Preface**

This Companion Guide to the v5010 ASC X12N Implementation Guides and associated errata adopted under HIPAA clarifies and specifies the data content when exchanging electronically with MaineCare. Transmissions based on this Companion Guide, used in tandem with the v5010 ASC X12N Implementation Guides, are compliant with both ASC X12 syntax and those guides. This Companion Guide is intended to convey information that is within the framework of the ASC X12N Implementation Guides adopted for use under HIPAA. The Companion Guide is not intended to convey information that in any way exceeds the requirements or usages of data expressed in the Implementation Guides.

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## 1. Introduction

This section describes how MaineCare specific 837 Health Care Claim: Institutional (837I) transaction set information will be detailed with the use of a table. The tables contain a row for each segment that MaineCare has something additional, over and above, the information in the Technical Report Type 3 (TR3). That information can:

- Limit the repeat of loops, or segments.
- Limit the length of a simple data element.
- Specify a sub-set of the Implementation Guides internal code listings.
- Clarify the use of loops, segments, composite and simple data elements.
- Any other information tied directly to a loop, segment, composite or simple data element pertinent to trading electronically with MaineCare.

In addition to the row for each segment, one or more additional rows are used to describe MaineCare's usage for composite and simple data elements and for any other information.

Table 1: 837I Transaction Set Descriptions specifies the columns and suggested use of the rows for the detailed description of the transaction set Companion Guides.

**Table 1: 837I Transaction Set Descriptions**

Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
71	1000A	NM1	Submitter Name			This type of row always exists to indicate that a new segment has begun. It is always shaded and notes or comments about the segment itself go in this cell.
72	1000A	NM109	Identification Code		2/80	This type of row exists to limit the length of the specified data element.
129	2010BB	REF01	Reference Identification Qualifier	G2		This is the only code transmitted by MaineCare.
145	2300	CLM05-2	Facility Code Qualifier	A		This row illustrates how to indicate a component data element in the Reference column and also how to specify that only one code value is applicable.

## **1.1 Scope**

The purpose of the MaineCare 837 Health Care Claim: Institutional Companion Guide is to provide Trading Partners with a guide to communicate information required to successfully exchange transactions electronically with MaineCare. This Companion Guide document should be used in conjunction with the Technical Report Type 3 (TR3) and the national standard code sets referenced in that Guide.

For any questions or to begin testing, refer to Section 3, Testing with the Payer, and logon to <https://mainecare.maine.gov>.

## **1.2 Overview**

This section describes how the table, for the MaineCare specific 837I transactions, is organized by columns and their descriptions. Section 10, Table 4: 837 Institutional Claim, should be used as a reference for populating transactions sent to MaineCare. Table 4 contains the specific data values and descriptions used in processing the transaction. Refer to Section 10, Transaction Set Information, for more details.

Column Descriptions:

- Page Number – Corresponding page number in TR3
- Loop ID – Implementation Guide Loop
- Reference – Implementation Guide Segment
- Name – Implementation Guide segment/element name
- Codes - Data values to be sent for MaineCare transactions. Information contained within “<>” is the description or format of the data that should be entered in the field.
- Length – MaineCare length. A single number denotes fixed length. Two numbers separated by a slash denotes min/max length.
- Notes/Comments – Additional information specific to MaineCare transactions.

## **1.3 References**

This section describes the additional reference material Trading Partners must use to find the non-MaineCare specific transaction specifications for 837 Health Care Claim: Institutional submissions.

***NOTE: The Companion Guide does not include the complete transaction specifications. Refer to the following HIPAA version 5010A2 Technical Report Type 3s for additional information not supplied in this document, such as transaction usage, examples, code lists, definitions, and edits.***

- ***Health Care Claim: Institutional 005010X223 May 2006***
- ***Health Care Claim : Institutional 005010X223A1 October 2007***
- ***Health Care Claim : Institutional 005010X223A2 June 2010***

Copies of the ANSI X12 Technical Report Type 3s can be obtained from the Washington Publishing Company at the following URL: <http://www.wpc-edi.com>.

All required information for populating the X12 EDI transactions can be found by referencing the MaineCare Companion Guides or the HIPAA Technical Report Type 3s.

## 1.4 Additional Information

All transactions sent for processing are required to be in compliance with the ASC X12N version 5010A2 Technical Report Type 3 standards. Non-compliant transactions will be rejected during the HIPAA validation process.

## 2. Getting Started

This section describes how to interact with MaineCare regarding 837I transactions.

### 2.1 Working with MaineCare

The EDI Help Desk is available to assist providers with their electronic transactions from, Monday through Friday, during the hours of 7:00 am – 6:00 pm, by calling 1-866-690-5585, Option 3 or via email at [mainecaresupport@molinahealthcare.com](mailto:mainecaresupport@molinahealthcare.com).

### 2.2 Trading Partner Registration

MaineCare's Maine Integrated Information Health Solutions (MIHMS) system supports the following categories of Trading Partner:

- Provider
- Billing Agency
- Clearinghouse
- Internal User
- Health Plan

*NOTE: Providers must be enrolled and approved before registering as a Trading Partner. Billing Agencies must be associated to an approved Billing Provider in order to register as a Trading Partner.*

To obtain a Trading Partner ID, visit our website at: <https://mainecare.maine.gov> and follow the steps provided:

- Select the **Provider** Tab.
- Click the **Register** link to access the first Trading Partner registration page. The link is located on the left navigation pane of the online portal Provider page.
- Select the type of Trading Partner that you want to register as from the drop-down menu, as shown in Figure 2-1: Trading Partner Registration Drop-down Menu. Depending upon which selection is made; different required fields will be presented to the user.

**If you are a Provider, follow these steps:**

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The screenshot shows a web-based registration form titled "Registration" with a sub-header "Step 1: Demographic Information". The form contains several input fields: "Register As:" with a dropdown menu currently open showing options like "Provider", "Billing Agent", "Clearing House", "Health Plan", "Internal", and "Public"; "\*Name:" with sub-fields for "Last Name" and "Title"; "\_Company Name:"; and "\*Address 1:". The form has a light green background and a teal header.

**Figure 2-1: Trading Partner Registration Drop-down Menu**

- In the Name fields, indicate the name of the person completing this registration. First and last names are required, and you can also indicate the middle initial and a title.
  - In the Company Name field, indicate your company name. This is an optional field if you are enrolled as an individual Trading Partner (Type 1), but it is a required field if you are an organization.
    - Type 1 – are individual providers who render health care (e.g. physicians, dentists, nurses and sole proprietors).
    - Type 2 Organization – renders health care services, or furnishes health care supplies to patients (e.g. hospitals, home health agencies, ambulance companies, etc.).
  - NOTE: If you are enrolled as a Type 2 organization, you *must* supply the name of the organization you are enrolling as it appears on your W-9 on the line labeled “Name (as shown on your income tax return).” You can refer to the preprinted labels from the IRS on documents such as income tax returns, payroll deposit coupons, or similar filings to verify the name and TIN that the IRS has on file for your entity.
  - If the IRS’ information does not match what you enter here, you must contact them in order to correct the discrepancy before proceeding.
  - In the Address 1 field, indicate the first line of your business address. This is a required field.
  - In the Address 2 field, indicate the second line of your business address. This is an optional field.
  - In the City, State, ZIP, and Country fields, indicate the appropriate information for your business address. These fields are required.
  - In the Telephone fields, provide your business phone number, including area code.
  - Indicate the website address (URL) for your business. This is an optional field.
  - In the Tax ID field, indicate the FEIN or SSN for the billing provider.
- In the Billing Provider Credentials fields, you must enter information specific to the billing provider. The information entered in these fields must match the information supplied in the provider’s enrollment application.
  - In the FEIN/SSN field, indicate the provider’s tax ID.
  - Complete one of the following:

- If the provider enrolled in MaineCare using a National Provider Identifier (NPI), supply the provider's number in the NPI field.
- If the provider enrolled in MaineCare without an NPI, supply the Atypical Provider Identifier (API), which was assigned to them during enrollment, in the Medicaid Provider ID field.
- In the PIN field, supply the provider's enrollment case number.
- Complete one of the following:
  - To continue to the next step in the registration process, click the **Continue** button. To cancel the registration, click the **Cancel** button.
- Specify your security information. You will create a user name, password, and security question and answer. You will also specify a valid email address.
  - In the User Name field, type a user ID that you want to use.
  - In the Password field, type a password. It must be at least six characters long and contain at least one each of an upper case letter, a lower case letter, a special character (such as an asterisk “\*”) and a number. The password may not contain spaces.
  - In the Re-Enter Password field, retype the password exactly as you typed it in the Password field.
  - In the Email Address field, type a valid email address. (A confirmation email will be sent to this address, so it is important that the address is valid.)
  - In the Re-Enter Email Address field, retype the email address exactly as you typed it in the previous field.
  - In the Security Question and Answer fields, make up and type a confidential question and its answer, respectively. (For example, “What street did I live on as a child?” or “What was the make of my first car?”) If you need to request a forgotten password, this question and answer pair will be used to verify your identity.

**NOTE:** All fields are required.

Complete one of the following:

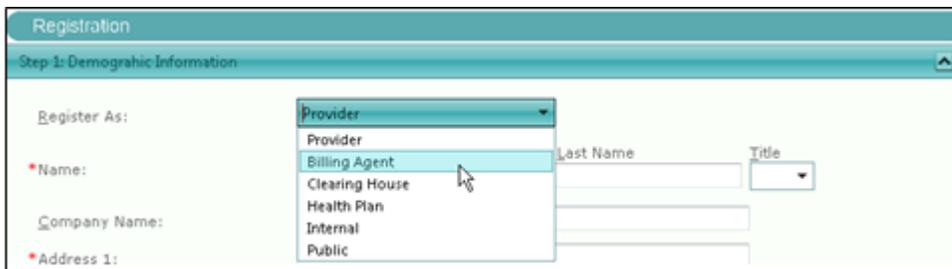
- To continue to the next step in the registration process, click the **Continue** button.
- To return to the previous registration step, click the **Back** button. To cancel the registration, click the **Cancel** button.
- After you complete the Security Information screen and click the **Continue** button, the Confirm Information screen appears.
  - Verify that all information displayed on this screen is accurate. If anything is incorrect, click the **Back** button to go back to the screen where the information was originally entered, correct the field, and click the **Continue** button until you reach the Confirm Information screen again.
  - After you are satisfied with the accuracy of the information on this screen, complete one of the following:
    - To continue to the next step in the registration process, click the **Confirm** button.
    - To return to the previous registration step, click the **Back** button.

- To cancel the registration, click the **Cancel** button.
- After you confirm your information, the Electronic Signature screen appears. On the Electronic Signature screen, the Trading Partner Agreement is displayed. Be sure to read the agreement. If you agree to the terms and conditions of the Agreement, click the checkbox below it that indicates *“Yes, I agree to the above terms and conditions”*.

To sign the Agreement, type the first and last names you entered on the Demographics Information screen exactly as they appear there. Then, complete one of the following:

- To print the Trading Partner Agreement, click the **Print** link that is located below the right side of the agreement window. This could be useful to facilitate any reviews of the agreement that you might want to do.
- To complete the registration process, click the **Register Trading Partner** button.
- To go back to the Confirm Information screen, click the **Back** button.
- To cancel your registration, click the **Cancel** button.
- After you sign the Trading Partner Agreement and click the Register Trading Partner button, the Thank You screen appears. The Thank You screen displays information regarding your Trading Partner registration. You will receive an email containing your Trading Partner ID. Once your account is activated, you will receive a confirmation email at the address you specified during the registration process.

**If you are a Billing Agent, follow these steps:**



**Figure 2-2: Trading Partner Registration Drop-down Menu**

- In the Name fields, indicate the name of the person completing this registration. First and last names are required, and you can also indicate the middle initial and a title.
  - In the Company Name field, indicate your company name. This is an optional field if you are enrolled as an individual Trading Partner (Type 1), but it is a required field if you are an organization.
    - Type 1 – are individual providers who render health care (e.g. physicians, dentists, nurses and sole proprietors).
    - Type 2 Organization – renders health care services, or furnishes health care supplies to patients (e.g. hospitals, home health agencies, ambulance companies, etc.).
- NOTE: If you are enrolled as a Type 2 organization, you *must* supply the name of the organization you are enrolling as it appears on your W-9 on the line labeled “Name (as shown on your income tax return).” You can refer to the preprinted labels from the IRS on documents such

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as income tax returns, payroll deposit coupons, or similar filings to verify the name and TIN that the IRS has on file for your entity.

- If the IRS' information does not match what you enter here, you must contact them in order to correct the discrepancy before proceeding.
  - In the Address 1 field, indicate the first line of your business address. This is a required field.
  - In the Address 2 field, indicate the second line of your business address. This is an optional field.
  - In the City, State, ZIP, and Country fields, indicate the appropriate information for your business address. These fields are required.
  - In the Telephone fields, provide your business phone number, including area code.
  - Indicate the website address (URL) for your business. This is an optional field.
  - In the Tax ID field, indicate the FEIN or SSN for the billing provider.
- In the Billing Provider Credentials fields, you must enter information specific to the billing provider. The information entered in these fields must match the information supplied in the provider's enrollment application.
  - In the FEIN/SSN field, indicate the provider's tax ID.
  - Complete one of the following:
    - If the provider enrolled in MaineCare using a National Provider Identifier (NPI), supply the provider's number in the NPI field.
    - If the provider enrolled in MaineCare without an NPI, supply the Atypical Provider Identifier (API), which was assigned to them during enrollment, in the Medicaid Provider ID field.
  - In the PIN field, supply the provider's enrollment case number.
- Complete one of the following:
  - To continue to the next step in the registration process, click the **Continue** button.
  - To cancel the registration, click the **Cancel** button.
- Specify your security information. You will create a user name, password, and security question and answer. You will also specify a valid email address.
  - In the User Name field, type a user ID that you want to use.
  - In the Password field, type a password. It must be at least six characters long and contain at least one each of an upper case letter, a lower case letter, a special character (such as an asterisk “\*”) and a number. The password may not contain spaces.
  - In the Re-Enter Password field, retype the password exactly as you typed it in the Password field.
  - In the Email Address field, type a valid email address. (A confirmation email will be sent to this address, so it is important that the address is valid.)
  - In the Re-Enter Email Address field, retype the email address exactly as you typed it in the previous field.

- In the Security Question and Answer fields, make up and type a confidential question and its answer, respectively. (For example, “What street did I live on as a child?” or “What was the make of my first car?”) If you need to request a forgotten password, this question and answer pair will be used to verify your identity.

**NOTE:** *All fields are required.*

Complete one of the following:

- To continue to the next step in the registration process, click the **Continue** button.
- To return to the previous registration step, click the **Back** button. To cancel the registration, click the **Cancel** button.
- After you complete the Security Information screen and click the **Continue** button, the Confirm Information screen appears.
  - Verify that all information displayed on this screen is accurate. If anything is incorrect, click the **Back** button to go back to the screen where the information was originally entered, correct the field, and click the **Continue** button until you reach the Confirm Information screen again.
  - After you are satisfied with the accuracy of the information on this screen, complete one of the following:
    - To continue to the next step in the registration process, click the **Confirm** button.
    - To return to the previous registration step, click the **Back** button.
    - To cancel the registration, click the **Cancel** button.
- After you confirm your information, the Electronic Signature screen appears. On the Electronic Signature screen, the Trading Partner Agreement is displayed. Be sure to read the agreement. If you agree to the terms and conditions of the Agreement, click the checkbox below it that indicates **“Yes, I agree to the above terms and conditions”**.

To sign the Agreement, type the first and last names you entered on the Demographics Information screen exactly as they appear there. Then, complete one of the following:

- To print the Trading Partner Agreement, click the **Print** link that is located below the right side of the agreement window. This could be useful to facilitate any reviews of the agreement that you might want to do.
- To complete the registration process, click the **Register Trading Partner** button.
- To go back to the Confirm Information screen, click the **Back** button.
- To cancel your registration, click the **Cancel** button.
- After you sign the Trading Partner Agreement and click the Register Trading Partner button, the Thank You screen appears. The Thank You screen displays information regarding your Trading Partner registration. You will receive an email containing your Trading Partner ID. Once your account is activated, you will receive a confirmation email at the address you specified during the registration process.
- Billing Agents, who bill for multiple Providers, must associate the additional NPIs, for those Providers, to their TPA. Refer to the Trading Partner Guide for Billing Agents for more information.

If you are a Clearinghouse, follow these steps:

The screenshot shows a web form titled "Registration" with a sub-header "Step 1: Demographic Information". The form contains several fields: "Register As:" with a dropdown menu currently open showing options: "Clearing House" (highlighted), "Provider", "Billing Agent", "Clearing House", "Health Plan", "Internal", and "Public"; "\*Name:" with sub-fields for "Last Name" and "Title"; "\*Company Name:"; and "\*Address 1:". There are also empty input fields for "First Name" and "Middle Initial".

Figure 2-3: Trading Partner Registration Drop-down Menu

- In the City, State, ZIP, and Country fields, indicate the appropriate information for your business address. These fields are required. In the Name fields, indicate the name of the person completing this registration. First and last names are required, and you can also indicate the middle initial and a title.
  - In the Company Name field, indicate your company name. This is an optional field if you are enrolled as an individual Trading Partner (Type 1), but it is a required field if you are an organization.
    - Type 1 – are individual providers who render health care (e.g. physicians, dentists, nurses and sole proprietors).
    - Type 2 Organization – renders health care services, or furnishes health care supplies to patients (e.g. hospitals, home health agencies, ambulance companies, etc.).
- NOTE: If you are enrolled as a Type 2 organization, you *must* supply the name of the organization you are enrolling as it appears on your W-9 on the line labeled “Name (as shown on your income tax return).” You can refer to the preprinted labels from the IRS on documents such as income tax returns, payroll deposit coupons, or similar filings to verify the name and TIN that the IRS has on file for your entity.
- If the IRS’ information does not match what you enter here, you must contact them in order to correct the discrepancy before proceeding.
  - In the Address 1 field, indicate the first line of your business address. This is a required field.
  - In the Address 2 field, indicate the second line of your business address. This is an optional field.
  - 
  - In the Telephone fields, provide your business phone number, including area code.
  - Indicate the website address (URL) for your business. This is an optional field.
  - In the Tax ID field, indicate the FEIN or SSN for the billing provider.

- In the Billing Provider Credentials fields, you must enter information specific to the billing provider. The information entered in these fields must match the information supplied in the provider's enrollment application.
  - In the FEIN/SSN field, indicate the provider's tax ID.
  - Complete one of the following:
    - If the provider enrolled in MaineCare using a National Provider Identifier (NPI), supply the provider's number in the NPI field.
    - If the provider enrolled in MaineCare without an NPI, supply the Atypical Provider Identifier (API), which was assigned to them during enrollment, in the Medicaid Provider ID field.
  - In the PIN field, supply the provider's enrollment case number.
- Complete one of the following:
  - To continue to the next step in the registration process, click the **Continue** button.
  - To cancel the registration, click the **Cancel** button.
- Specify your security information. You will create a user name, password, and security question and answer. You will also specify a valid email address.
  - In the User Name field, type a user ID that you want to use.
  - In the Password field, type a password. It must be at least six characters long and contain at least one each of an upper case letter, a lower case letter, a special character (such as an asterisk “\*”) and a number. The password may not contain spaces.
  - In the Re-Enter Password field, retype the password exactly as you typed it in the Password field.
  - In the Email Address field, type a valid email address. (A confirmation email will be sent to this address, so it is important that the address is valid.)
  - In the Re-Enter Email Address field, retype the email address exactly as you typed it in the previous field.
  - In the Security Question and Answer fields, make up and type a confidential question and its answer, respectively. (For example, “What street did I live on as a child?” or “What was the make of my first car?”) If you need to request a forgotten password, this question and answer pair will be used to verify your identity.

**NOTE:** All fields are required.

Complete one of the following:

- To continue to the next step in the registration process, click the **Continue** button.
- To return to the previous registration step, click the **Back** button. To cancel the registration, click the **Cancel** button.
- After you complete the Security Information screen and click the **Continue** button, the Confirm Information screen appears.

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- Verify that all information displayed on this screen is accurate. If anything is incorrect, click the **Back** button to go back to the screen where the information was originally entered, correct the field, and click the **Continue** button until you reach the Confirm Information screen again.
- After you are satisfied with the accuracy of the information on this screen, complete one of the following:
  - To continue to the next step in the registration process, click the **Confirm** button.
  - To return to the previous registration step, click the **Back** button.
  - To cancel the registration, click the **Cancel** button.
- After you confirm your information, the Electronic Signature screen appears. On the Electronic Signature screen, the Trading Partner Agreement is displayed. Be sure to read the agreement. If you agree to the terms and conditions of the Agreement, click the checkbox below it that indicates *“Yes, I agree to the above terms and conditions”*.

To sign the Agreement, type the first and last names you entered on the Demographics Information screen exactly as they appear there. Then, complete one of the following:

- To print the Trading Partner Agreement, click the **Print** link that is located below the right side of the agreement window. This could be useful to facilitate any reviews of the agreement that you might want to do.
- To complete the registration process, click the **Register Trading Partner** button.
- To go back to the Confirm Information screen, click the **Back** button.
- To cancel your registration, click the **Cancel** button.
- After you sign the Trading Partner Agreement and click the Register Trading Partner button, the Thank You screen appears. The Thank You screen displays information regarding your Trading Partner registration. You will receive an email containing your Trading Partner ID. Once your account is activated, you will receive a confirmation email at the address you specified during the registration process.
- Clearinghouses do not associate their TPA to other Providers.

**If you are a Health Plan, follow these steps:**

The screenshot shows a web form for registration. At the top, it says 'Registration' and 'Step 1: Demographic Information'. There are four main input areas: 'Register As:', '\*Name:', '\*Company Name:', and '\*Address 1:'. The 'Register As:' dropdown menu is open, showing a list of options: 'Health Plan' (which is highlighted in blue), 'Provider', 'Billing Agent', 'Clearing House', 'Internal', and 'Public'. To the right of the dropdown, there are two text input fields: 'Last Name' and 'Title'.

**Figure 2-4: Trading Partner Registration Drop-down Menu**

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- In the Name fields, indicate the name of the person completing this registration. First and last names are required, and you can also indicate the middle initial and a title.
  - In the Company Name field, indicate your company name. This is an optional field if you are enrolled as an individual Trading Partner (Type 1), but it is a required field if you are an organization.
    - Type 1 – are individual providers who render health care (e.g. physicians, dentists, nurses and sole proprietors).
    - Type 2 Organization – renders health care services, or furnishes health care supplies to patients (e.g. hospitals, home health agencies, ambulance companies, etc.).
- NOTE: If you are enrolled as a Type 2 organization, you *must* supply the name of the organization you are enrolling as it appears on your W-9 on the line labeled “Name (as shown on your income tax return).” You can refer to the preprinted labels from the IRS on documents such as income tax returns, payroll deposit coupons, or similar filings to verify the name and TIN that the IRS has on file for your entity.
- If the IRS’ information does not match what you enter here, you must contact them in order to correct the discrepancy before proceeding.
  - In the Address 1 field, indicate the first line of your business address. This is a required field.
  - In the Address 2 field, indicate the second line of your business address. This is an optional field.
  - In the City, State, ZIP, and Country fields, indicate the appropriate information for your business address. These fields are required.
  - In the Telephone fields, provide your business phone number, including area code.
  - Indicate the website address (URL) for your business. This is an optional field.
  - In the Tax ID field, indicate the FEIN or SSN for the billing provider.
- In the Billing Provider Credentials fields, you must enter information specific to the billing provider. The information entered in these fields must match the information supplied in the provider’s enrollment application.
  - In the FEIN/SSN field, indicate the provider’s tax ID.
  - Complete one of the following:
    - If the provider enrolled in MaineCare using a National Provider Identifier (NPI), supply the provider’s number in the NPI field.
    - If the provider enrolled in MaineCare without an NPI, supply the Atypical Provider Identifier (API), which was assigned to them during enrollment, in the Medicaid Provider ID field.
  - In the PIN field, supply the provider’s enrollment case number.
- Complete one of the following:
  - To continue to the next step in the registration process, click the **Continue** button.
  - To cancel the registration, click the **Cancel** button.

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- Specify your security information. You will create a user name, password, and security question and answer. You will also specify a valid email address.
  - In the User Name field, type a user ID that you want to use.
  - In the Password field, type a password. It must be at least six characters long and contain at least one each of an upper case letter, a lower case letter, a special character (such as an asterisk “\*”) and a number. The password may not contain spaces.
  - In the Re-Enter Password field, retype the password exactly as you typed it in the Password field.
  - In the Email Address field, type a valid email address. (A confirmation email will be sent to this address, so it is important that the address is valid.)
  - In the Re-Enter Email Address field, retype the email address exactly as you typed it in the previous field.
  - In the Security Question and Answer fields, make up and type a confidential question and its answer, respectively. (For example, “What street did I live on as a child?” or “What was the make of my first car?”) If you need to request a forgotten password, this question and answer pair will be used to verify your identity.

**NOTE:** All fields are required.

Complete one of the following:

- To continue to the next step in the registration process, click the **Continue** button.
- To return to the previous registration step, click the **Back** button. To cancel the registration, click the **Cancel** button.
- After you complete the Security Information screen and click the **Continue** button, the Confirm Information screen appears.
  - Verify that all information displayed on this screen is accurate. If anything is incorrect, click the **Back** button to go back to the screen where the information was originally entered, correct the field, and click the **Continue** button until you reach the Confirm Information screen again.
  - After you are satisfied with the accuracy of the information on this screen, complete one of the following:
    - To continue to the next step in the registration process, click the **Confirm** button.
    - To return to the previous registration step, click the **Back** button.
    - To cancel the registration, click the **Cancel** button.
- After you confirm your information, the Electronic Signature screen appears. On the Electronic Signature screen, the Trading Partner Agreement is displayed. Be sure to read the agreement. If you agree to the terms and conditions of the Agreement, click the checkbox below it that indicates “**Yes, I agree to the above terms and conditions**”.

To sign the Agreement, type the first and last names you entered on the Demographics Information screen exactly as they appear there. Then, complete one of the following:

- To print the Trading Partner Agreement, click the **Print** link that is located below the right side of the agreement window. This could be useful to facilitate any reviews of the agreement that you might want to do.

- To complete the registration process, click the **Register Trading Partner** button.
- To go back to the Confirm Information screen, click the **Back** button.
- To cancel your registration, click the **Cancel** button.
- After you sign the Trading Partner Agreement and click the Register Trading Partner button, the Thank You screen appears. The Thank You screen displays information regarding your Trading Partner registration. You will receive an email containing your Trading Partner ID. Once your account is activated, you will receive a confirmation email at the address you specified during the registration process.

### **2.3 Certification and Testing Overview**

All Trading Partners will be authorized to submit production EDI transactions. Any Trading Partner may submit test EDI transactions. The Usage Indicator, element 15 of the Interchange Control Header (ISA) of any X12 file, indicates if a file is test or production. Authorization is granted on a per transaction basis. For example, a Trading Partner may be certified to submit 837P professional claims, but not certified to submit 837I institutional claim files.

Trading Partners will submit three test files of a particular transaction type, with a minimum of fifteen transactions within each file, and have no failures or rejections to become certified for production. Users will be notified (E-mail) of the Trading Partner Status page of Health PAS Online Portal (online portal) when testing for a particular transaction has been completed.

## **3. Testing with the Payer**

Trading Partners must submit three test batches, and successfully pass the HIPAA validation, for each transaction type (837I, 837P, 837D, 270, 276, 278) they plan to submit into the Maine Integrated Health Management Solution (MIHMS).

To test an EDI transaction type, follow these steps:

- Log into the secure online portal using the user name and password that was created when you signed your Trading Partner Agreement.
- Select **File Exchange**.
- Under File Exchange, select **X12 Upload**.
- Select a file to upload by clicking the **Browse** button. Your computer will search for the X12 file you want to test.
- Once you have found the correct file, click the **Upload** button.
- You will receive a notice on your screen that says whether your upload was a <success> or <failed>. If failed, contact the EDI Help Desk for assistance.
- The report file may be found under File Exchange > Responses and Reports. Select **Responses** to view your report.
- Select the type of report you are searching for (e.g. 837) and a list of your recent 837 submissions will display. Scroll through the list to locate the correct file. Clicking **Search** will look for any new reports that have been generated.

## 4. Connectivity with the Payer/Communications

This section contains process flow diagrams relating to the four different exchange methods with MaineCare.

### 4.1 Process Flows

Eligibility Inquiries (270/271) and Claim Status Inquiry Response X12N files (276/277) can be exchanged with the Maine MMIS four different ways through CAQH defined Web Service interface File Transfer Protocol (FTP) transmission over Virtual Private Network (VPN) dedicated connection to Molina datacenters for Value Added Network (VAN) Trading Partners; or through a dedicated Transmission Control Protocol/Internet Protocol (TCP/IP) communication channel in a real-time, request/response, manner for MEVS Trading Partners.

- **Real-Time Web Services:** Trading Partners who wish to exchange Eligibility Benefit Inquiries and Claim Status and Responses with the Maine MMIS using CAQH-defined Web Services can do so using HTTPS over the Internet.

*NOTE: 837I transactions are not available through Real-Time Web Services.*

- **Health PAS Online:** Trading Partners who wish to exchange Health Care Claim: Institutional (837I) transactions with the Maine Medicaid Management Information System (MMIS) using Health PAS Online can do so by navigating to the File Exchange area and choosing **X12 Upload**. Acknowledgements and Responses to transactions submitted via Health PAS Online, or the 835, can be accessed by selecting **Download/Responses** under the File Exchange menu.
- **VAN:** Clearinghouses that are registered as VANs can submit 837I transactions via Secured FTP and may retrieve acknowledgements and responses, and the 835, from their designated secured FTP pickup location.
- **MEVS:** Trading Partners who are registered as MEVS vendors can submit Eligibility Inquiry transactions through a dedicated TCP/IP communication channel in a real-time, request/response, manner using TCP/IP socket communications and will receive their responses in real-time, request/response fashion.

*NOTE: Eligibility and Claim Status transactions are the only real-time requests for MEVS.*

### 4.2 Transmission Administration Procedures

All transactions sent for processing are required to be in compliance with the ASC X12N version 5010 Technical Report Type 3s standards. Non-compliant transactions will be rejected during the HIPAA validation process.

MaineCare does not require the use of specific values for the delimiters used in electronic transactions.

The following constraints apply to all 837 file transmissions to MaineCare:

- Only one Interchange per transmission
- Only one Functional Group (GS/GE) per interchange
- Single transmission file size must be less than 4MB
- Maximum of 5,000 claims per transmission

### 4.3 *Re-Transmission Procedure*

All transactions sent for processing are required to be in compliance with the ASC X12N version 5010 Technical Report Type 3s standards. Non-compliant transactions will be rejected during the HIPAA validation process.

MaineCare does not require the use of specific values for the delimiters used in electronic transactions.

The following constraints apply to all 837 file transmissions to MaineCare:

- Only one Interchange per transmission
- Only one Functional Group (GS/GE) per interchange
- Single transmission file size must be less than 4MB
- Maximum of 5,000 claims per transmission

### 4.4 *Communication Protocol/Specifications*

This section describes MaineCare's communication protocol. The information exchanged between devices, through a network or other media, is governed by rules and conventions that can be set out in a technical specification called communication protocol standards. The nature of the communication, the actual data exchanged and any state-dependent behaviors, is defined by its specification.

### 4.5 *Passwords*

Trading Partners will create a user name and password during the Trading Partner Account registration process. Passwords must adhere to following criteria:

- Must be at least six characters long.
- Must contain at least one each of:
  - Upper case letter
  - Lower case letter
  - Special character
  - A number
- Passwords may not contain spaces.

For additional security, you are required to change the password of your trading partner user name every sixty (60) days. You will retain your user name, but the password must be changed. If you do not remember to change your password after sixty (60) days, you will be prompted to reset the password when you attempt to log in.

If you forget or lose the current password for your Trading Partner user name, you can reset it from the online portal home page by following these steps:

- Select the **Reset Password link**.
- The online portal displays the Forgot Your Password screen. Specify your Trading Partner user name in the box and click the **Continue** button.
- The online portal displays the email address and security question associated with this user name. Type the answer to the security question in the Security Answer box and click the **Continue** button. If you successfully answered the question, the online portal sends a confirmation email to the address associated with the user name that the password has been reset.

- The email contains a confirmation link and activation PIN. Click the link, or copy it and paste it into your browser. The online portal displays the Change Password screen with your user name and activation PIN already filled in for you. To complete the Change Password screen:
  - In the **New Password** field, type a password that follows the password criteria.
  - In the **Confirm New Password** fields, retype the password exactly as you typed it in the New Password field.
  - Click the **Change Password** button. The online portal displays a confirmation message.

## **5. Contact Information**

This section contains the contact information, including email addresses, for EDI Customer Service, EDI Technical Assistance, Provider Services, and Provider Enrollment.

### **5.1 EDI Customer Service**

The EDI Help Desk is available to assist providers with their electronic transactions from, Monday through Friday, during the hours of 7:00 am – 6:00 pm, by calling 1-866-690-5585, Option 3 or via email at [mainecaresupport@molinahealthcare.com](mailto:mainecaresupport@molinahealthcare.com).

### **5.2 EDI Technical Assistance**

The EDI Help Desk is available to assist providers with their electronic transactions from, Monday through Friday, during the hours of 7:00 am – 6:00 pm, by calling 1-866-690-5585, Option 3 or via email at [mainecaresupport@molinahealthcare.com](mailto:mainecaresupport@molinahealthcare.com).

### **5.3 Provider Service Number**

The Provider Services Call Center is available to assist provider concerning the payment of claims from, Monday through Friday, during the hours of 7:00 am – 6:00 pm, by calling 1-866-690-5585, Option 1 or via email at [mainecareprovider@molinahealthcare.com](mailto:mainecareprovider@molinahealthcare.com).

### **5.4 Applicable Websites/Email**

This section contains the email address for contacting MaineCare Services for assistance.

EDI Help Desk: [mainecaresupport@molinahealthcare.com](mailto:mainecaresupport@molinahealthcare.com)

MaineCare Services: [mainecareprovider@molinahealthcare.com](mailto:mainecareprovider@molinahealthcare.com)

Provider Services: [mainecareprovider@molinahealthcare.com](mailto:mainecareprovider@molinahealthcare.com)

Provider Enrollment and Maintenance: [mainecareenroll@molinahealthcare.com](mailto:mainecareenroll@molinahealthcare.com)

Prior Authorizations: [mainecareprovider@molinahealthcare.com](mailto:mainecareprovider@molinahealthcare.com)

## **6. Control Segments/Envelopes**

This section describes MaineCare's use of the interchange, functional group control segments and the transaction set control numbers.

### **6.1 ISA-IEA**

This section describes MaineCare's use of the interchange control segments.

- ISA06, Interchange Sender ID: Molina assigned Trading Partner ID + 3 spaces (e.g. METPID000001 + 3 spaces)

## **6.2 GS-GE**

This section describes MaineCare's use of the functional group control segments.

- GS02, Application Sender's Code: Molina assigned Trading Partner ID
- GS03, Application Receiver's Code: ME\_MMIS\_4MOLINA
- GS04, Date: CCYYMMDD
- GS05, Time: HHMM
- GS06, Group Control Number: Must be identical to associated Functional Group Trailer GE02
- GS07, Responsible Agency Code: X = Accredited Standards Committee X12
- GS08, Version/Release/Industry Identifier/Code: 005010X223A2

## **6.3 ST-SE**

This section describes MaineCare's use of the transaction set control numbers.

- ST02, Transaction Set Control Number: Must be identical to associated Transaction Set Control Number SE02
- ST03, Implementation Convention Reference: 005010X223A2

## **7. Payer Specific Business Rules and Limitations**

This section describes MaineCare's business rules regarding 837I transactions.

- For MaineCare's specific business rules and limitations, refer to Section 10 Transaction Set Information, Table 4: 837 Institutional Claim.

## **8. Acknowledgements and Reports**

HIPAA responses and acknowledgements are available for download via Health PAS Online portal for a period of two years from the original creation date.

Acknowledgments and Responses to transactions submitted via Health PAS Online Portal can be accessed by selecting Download/Responses under the File Exchange menu. Acknowledgement for the most recently submitted transactions are automatically displayed in the list for download. Each can be viewed separately by clicking on the appropriate hyperlink or all acknowledgements for a transaction can be downloaded at once by using the Download All button. Older acknowledgements and responses can be located by using the Search button. See Figure 8-1: Older Acknowledgements and Responses via Search Button.

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Submission File Name	Submission Date	ICN	Usage Indicator	TA1	997	824	BRR	Action
IDTPID000017-Test-098A1.edi-3484	5/21/2009 9:03:16 AM	000002440	P	73575				Download All...
claimtest.zoe.txt-3010	5/20/2009 1:11:12 PM	000001002	T	73535	73536			Download All...
claimtest.zoe.edi.dat-3008	5/20/2009 1:09:45 PM	000001001	T	73533				Download All...
claimtest.zoe.edi.dat-2561	5/19/2009 3:33:54 PM	000001001	T	73488				Download All...
claimtest.zoe.edi.dat-2553	5/19/2009 3:23:11 PM	000001001	T	73486				Download All...
claimtest.zoe.edi.dat-2530	5/19/2009 2:25:52 PM	000001001	T	73484				Download All...
claimtest.zoe.edi.dat-2448	5/19/2009 10:46:32 AM	000001001	T	73480				Download All...

**Figure 8-1: Older Acknowledgements and Responses via Search Button**

## 8.1 Report Inventory

This section contains an inventory of all applicable acknowledgement reports. Inventory is defined as a list of all applicable acknowledgement reports (e.g. TA1 Interchange Acknowledgement).

- TA1 Interchange Acknowledgement:** is used to verify the syntactical accuracy of the envelope of the X12 interchange. The TA1 interchange will indicate that the file was successfully received; as well as indicate what errors existed within the envelope segments of the received X12 file.

The structure of a TA1 interchange acknowledgement depends on the structure of the envelope of the original EDI document. When the envelope of the EDI document does not contain an error then the interchange acknowledgement will contain the ISA, TA1, and IEA segments. The TA1 segment will have an Interchange Acknowledgement Code of 'A' (Accepted) followed by a three digit code of '000' which indicates that there were not any errors.

If the EDI document contains an error at the interchange level, such as in the Interchange Control Header (ISA) segment or the Interchange control trailer (IEA), then the interchange acknowledgement will also only contain the ISA, TA1, and IEA segments. The TA1 segment will have an Interchange Acknowledgement Code of 'R' (Rejected) which will be followed by a three-digit number that corresponds to one of the following codes shown in Table 2: Interchange Acknowledgement Codes.

**Table 2: Interchange Acknowledgement Codes**

Code	Description
000	No error
001	The Interchange Control Number in the Header and Trailer Do Not Match. The Value From the Header is Used in the Acknowledgment
002	This Standard as Noted in the Control Standards Identifier is Not Supported
003	This Version of the Controls is Not Supported
005	Invalid Interchange ID Qualifier for Sender
006	Invalid Interchange Sender ID

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Code	Description
009	Unknown Interchange Receiver ID
010	Invalid Authorization Information Qualifier Value (ISA01 is not '00' or '03')
012	Invalid Security Information Qualifier Value
013	Invalid Security Information Value
018	Invalid Interchange Control Number Value
019	Invalid Acknowledgment Requested Value
020	Invalid Test Indicator Value
021	Invalid Number of Included Groups Value
023	Improper (Premature) End-of-File (Transmission)
024	Invalid Interchange Content (e.g., Invalid GS Segment)
025	Duplicate Interchange Control Number

- **999 Implementation Acknowledgement:** for Health Care Insurance the ASC X12 999 transaction set is designed to report only on conformance against a Technical Report Type 3 guideline (TR3). The 999 is not limited to only TR3 errors. It can report standard syntax errors, as well as TR3 errors. The 999 can NOT be used for any application level validations. The ASC X12 999 transaction set is designed to respond to one and only one functional group (e.g. GS/GE), but will respond to all transaction sets (e.g. ST/SE) within that functional group. This ASC X12 999 Implementation Acknowledgement can NOT be used to respond to any management transaction sets intended for acknowledgements, e.g. TS 997 and 999, or interchange control segments related to acknowledgments, e.g. TA1 and TA3. Each segment in a 999 functional acknowledgement plays a specific role in the transaction. For example, the AK1 segment starts the acknowledgement of a functional group. Each AKx segment has a separate set of associated error codes. The 999 functional acknowledgement includes but is not limited to, the following required segments:

  - ST segment—Transaction Set Header
  - AK1 - Functional Group Response Header
  - AK2 - Transaction Set Response Header
  - IK3 – Error Identification
  - CTX – Segment Context
  - CTX – Business Unit Identifier
  - IK4 – Implementation Data Element Note
  - CXT – Element Context
  - IK5 – Transaction set response trailer

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- AK9 - Functional Group Response Trailer
- SE -Transaction Set Trailer

For additional information regarding the 999 transaction, reference the Technical Report Type 3 Acknowledgement Section of the ASC X12 Standards for Electronic Data Interchange Technical Report Type 3 Guide for the transaction you are submitting.

- **824 Application Advice:** This transaction is not mandated by HIPAA, but will be used to report the results of data content edits of transaction sets. It is designed to report rejections based on business rules such as; invalid diagnosis codes, invalid procedure codes, and invalid provider numbers. The 824 Application Advice does not replace the 999 or TA1 transactions and will only be generated by Health PAS if there are errors within the transaction set.

The 824 acknowledgment is divided into two levels of segments; header and detail.

- The header level contains general information, such as the transaction set control reference number of the previously sent transaction, date, time, submitter, and receiver.
- The detail level reports the results of an application system’s data content edits.

The 824 Application Advice includes but is not limited to following segments and their roles:

- Header Segments:
  - ST segment—Transaction Set Header
  - BGN segment—Beginning Segment
  - N1 segment—Submitter Name
  - N1 segment—Receiver Name
- Detail Segments:
  - OTI segment—Original Transaction Identification
  - TED segment—Error or Informational Message Location
  - RED segment—Error or Informational Message
  - SE segment—Transaction Set Trailer

The Health PAS Application output the following errors in the TED segment of the 824 Application Advice, as shown in Table 3: TED Segment Error Codes.

**Table 3: TED Segment Error Codes**

Code - TED01	Description - TED02
O	Missing or Invalid Issuer Identification
P	Missing or Invalid Item Quantity
Q	Missing or Invalid Item Identification
U	Missing or Unauthorized Transaction Type Code
006	Duplicate
007	Missing Data
008	Out of Range

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<b>Code - TED01</b>	<b>Description - TED02</b>
009	Invalid Date
010	Total Out of Balance
011	Not Matching
012	Invalid Combination
024	Other Unlisted Reason
027	Customer Identification Number Does not Exist
815	Duplicate Batch
848	Incorrect Data
DTE	Incorrect Date
DUP	Duplicate Transaction
ICA	Invalid Claim Amount
IID	Invalid Identification Code
NAU	Not Authorized
UCN	Unknown Claim Number

- **Business Rejection Report (BRR):** Health PAS also produces a Human Readable version of the 824 called the Business Rejection Report (BRR). This report helps to facilitate the immediate correction and resubmission of transactions rejected during HIPAA validation, as shown in Figure 8-2: Sample BRR.

<b>Claim File Submission Error Report</b>			
<b>File Information:</b>			
Sender ID:	TradingPart5010	Transaction Type:	005010X222
Receiver ID:	TriZetto	Usage Indicator:	T
Date / Time:	031010 / 1647	Transaction Control Number:	001110933
<b>Claim Information:</b>			
Billing Provider:	THE FINLEY HOSPITAL	Claim Number:	19824
Billing Provider Qualifier, ID:	XX, 1972601953	Service Date:	n/a
Billing Provider Secondary Qualifier, ID:	n/a	Claim Charges:	100
Subscriber:	JOHN, LAWRENCE	Transaction Set:	10093
Subscriber Qualifier, ID:	, QCSIQA000101634		
<b>Transaction Error(s):</b>			
Error Number:	1		
Error ID:	0x3939310		
Error Summary:	Same value of Name should not be sent.		
Error Message:	Element PER02 is used. It should not be used when name is the same as in segment NM1, loop 1000A. Segment PER is defined in the guideline at position 0450.		
Data in Error:	jai		
Error Location:	This error was detected at: Segment Count: 4 Element Count: 2 Character: 269 through 272		
Error Number:	2		
Error ID:	0x81004e		
Error Summary:	A data element with 'Mandatory' status is missing.		
Error Message:	Element CUR02 (Currency Code) is missing. This Element's standard option is 'Mandatory'. Segment CUR is defined in the guideline at position 0100. This Element was expected in: Segment Count: 7 Element Count: 2 Character: 337		

**Figure 8-2: Sample BRR**

## 9. Trading Partner Agreements

A Trading Partner Agreement (TPA) is a legal contract between Molina, acting on behalf of the State of Maine, Department of Health and Human Services and a provider/billing agent/clearinghouse/health plan to exchange electronic information.

The desire to exchange by and through electronic communications, certain claims and billing information that may contain identifiable financial and/or protected health information (PHI) as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 Code of Federal Regulations Parts 160-164, and applicable regulations that implement Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq. The parties agree to safeguard any and all PHI or other data received, transmitted or accessed electronically to or from each other in accordance with HIPAA. This agreement is within the TPA.

### 9.1 Trading Partners

A trading partner is defined as any entity with which Molina exchanges electronic data. The term electronic data is not limited to HIPAA X12 transactions. MaineCare's Maine Integrated Health Management Solution (MIHMS) system supports the following categories of Trading Partner:

- Provider
- Billing Agency
- Clearinghouse
- Internal User

- Health Plan

Molina will assign Trading Partner IDs to support the exchange of X12 EDI transactions for providers, billing agencies and clearinghouses, and other health plans.

## **10. Transaction Specific Information**

This section describes the MaineCare specific 837I transaction set information requirements, which are outlined in Table 4: 837 Institutional Claim. The table contains a row for each segment that MaineCare has something additional, over and above, the information in the Technical Report Type 3 (TR3). That information can:

- Limit the repeat of loops, or segments.
- Limit the length of a simple data element.
- Specify a sub-set of the Implementation Guides internal code listings.
- Clarify the use of loops, segments, composite and simple data elements.
- Any other information tied directly to a loop, segment, composite or simple data element pertinent to trading electronically with MaineCare.

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**Table 4: 837 Institutional Claim<sup>i</sup>**

Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
C.3	HEADER	ISA	Interchange Control Header	ISA	3	
			Element Separator	*	1	
C.4		ISA01	Authorization Information Qualifier	00	2	00 = No Authorization Information Present
			Element Separator	*	1	
C.4		ISA02	Authorization Information	<Space fill>	10	
			Element Separator	*	1	
C.4		ISA03	Security Information Qualifier	00	2	00 = No Security Information Present (No Meaningful Information in I04)
			Element Separator	*	1	
C.4		ISA04	Security Information	<Space fill>	10	
			Element Separator	*	1	
C.4		ISA05	Interchange ID Qualifier	ZZ	2	ZZ = Mutually Defined
			Element Separator	*	1	
C.4		ISA06	Interchange Sender ID	<Molina assigned Trading Partner ID + 3 spaces>	15	(e.g. METPID000001 + 3 spaces)
			Element Separator	*	1	
C.5		ISA07	Interchange ID Qualifier	ZZ	2	ZZ = Mutually Defined
			Element Separator	*	1	
C.5		ISA08	Interchange Receiver ID	ME_MMIS_4MOLINA	15	
			Element Separator	*	1	
C.5		ISA09	Interchange Date	<YYMMDD>	6	
			Element Separator	*	1	
C.5		ISA10	Interchange Time	<HHMM>	4	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
			Element Separator	*	1	
C.5		ISA11	Repetition Separator	^	1	
			Element Separator	*	1	
C.5		ISA12	Interchange Control Version Number	00501	5	00501 = Standards Approved for Publication by ASC X12 Procedures Review Board through October 2003
			Element Separator	*	1	
C.5		ISA13	Interchange Control Number	<Interchange Control Number>	9	NOTE: Must be a positive unsigned number and must be identical to the value in the associated Interchange Trailer IEA02.
			Element Separator	*	1	
C.6		ISA14	Acknowledgement Requested	0,1	1	0 = No Interchange Acknowledgement Requested  1 = Interchange Acknowledgement Requested (TA1)
			Element Separator	*	1	
C.6		ISA15	Interchange Usage Indicator	P, T	1	P = Production Data T = Test Data
			Element Separator	*	1	
C.6		ISA16	Component Element Separator	:	1	
			Segment End	~	1	
C.7	HEADER	GS	Functional Group Header	GS	2	
			Element Separator	*	1	
C.7		GS01	Functional Identifier Code	HC	2	HC = Health Care Claim (837)
			Element Separator	*	1	
C.7		GS02	Application Sender's Code	<Molina assigned Trading Partner ID>	2/15	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
			Element Separator	*	1	
C.7		GS03	Application Receiver's Code	ME_MMIS_4MOLINA	2/15	
			Element Separator	*	1	
C.7		GS04	Date	<CCYYMMDD>	8	NOTE: Use this date for the functional group creation date.
			Element Separator	*	1	
C.8		GS05	Time	<HHMM>	4/8	NOTE: Use this time for the creation time.
			Element Separator	*	1	
C.8		GS06	Group Control Number	<Assigned by Sender>	1/9	NOTE: Must be identical to associated Functional Group Trailer GE02.
			Element Separator	*	1	
C.8		GS07	Responsible Agency Code	X	1/2	X = Accredited Standards Committee X12
			Element Separator	*	1	
C.8		GS08	Version / Release / Industry Identifier Code	005010X223	1/12	005010X223 = Standards Approved for Publication by ASC X12 Procedures Review Board through October 2003
			Segment End	~	1	
67	HEADER	ST	Transaction Set Header	ST	2	
			Element Separator	*	1	
67		ST01	Transaction Set Identifier Code	837	3	837 = Health Care Claim
			Element Separator	*	1	
67		ST02	Transaction Set Control Number	< Assigned by Sender>	4/9	NOTE: Must be identical to associated Transaction Set Control Number SE02.
			Element Separator	*	1	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
67		ST03	Implementation Convention Reference	<Version, Release or Industry Identifier> 005010X223	35	
			Segment End	~	1	
68	HEADER	BHT	Beginning of Hierarchical Transaction	BHT	3	
			Element Separator	*	1	
68		BHT01	Hierarchical Structure Code	0019	4	0019 = Information Source, Subscriber, Dependent
			Element Separator	*	1	
68		BHT02	Transaction Set Purpose Code	00	2	00 = Original
			Element Separator	*	1	
69		BHT03	Reference Identification	<Originator Application Transaction Identifier>	1/50	NOTE: This field is limited to 30 characters
			Element Separator	*	1	
69		BHT04	Date	<Transaction Set Creation Date> <CCYYMMDD>	8	
			Element Separator	*	1	
69		BHT05	Time	<Transaction Set Creation Time> <HHMM>	4/8	
			Element Separator	*	1	
69		BHT06	Transaction Type Code	<Claim or Encounter Identifier> CH	2	CH = Chargeable
			Segment End	~	1	
71	1000A	NM1	Submitter Name	NM1	3	
			Element Separator	*	1	
71		NM101	Entity Identifier Code	41	2/3	41 = Submitter
			Element Separator	*	1	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
72		NM102	Entity Type Qualifier	1, 2	1	1 = Person 2 = Non-Person Entity
			Element Separator	*	1	
72		NM103	Name Last or Organization Name	<Submitter Last or Organization Name>	1/60	
			Element Separator	*	1	
72		NM104	Name First	<Submitter First Name>	1/35	
			Element Separator	*	1	
72		NM105	Name Middle	<Submitter Middle Name or Initial>	1/25	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
72		NM108	Identification Code Qualifier	46	1/2	46 = Electronic Transmitter Identification Number (ETIN)
			Element Separator	*	1	
72		NM109	Identification Code	<Submitter Identifier> <Trading Partner ID>	2/80	
			Segment End	~	1	
76	1000B	NM1	Receiver Name	NM1	3	
			Element Separator	*	1	
76		NM101	Entity Identifier Code	40	2/3	40 = Receiver
			Element Separator	*	1	
76		NM102	Entity Type Qualifier	2	1	2 = Non-Person Entity
			Element Separator	*	1	
77		NM103	Name Last or Organization Name	<Receiver Name> ME_MMIS_4MOLINA	1/60	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
77		NM108	Identification Code Qualifier	46	1/2	46 = Electronic Transmitter Identification Number (ETIN)
			Element Separator	*	1	
77		NM109	Identification Code	<Receiver Primary Identifier> ME_MMIS_4MOLINA	2/80	
			Segment End	~	1	
112	2010BA	NM1	Subscriber Name	NM1	3	
			Element Separator	*	1	
112		NM101	Entity Identifier Code	IL	2/3	IL = Insured or Subscriber
			Element Separator	*	1	
113		NM102	Entity Type Qualifier	1	1	1 = Person
			Element Separator	*	1	
113		NM103	Name Last or Organization Name	<Subscriber Last Name>	1/60	
			Element Separator	*	1	
113		NM104	Name First	<Subscriber First Name>	1/35	
			Element Separator	*	1	
113		NM105	Name Middle	<Subscriber Middle Name or Initial>	1/25	
			Element Separator	*	1	
			Element Separator	*	1	
113		NM107	Name Suffix	<Subscriber Name Suffix>	1/10	
			Element Separator	*	1	
113		NM108	Identification Code Qualifier	MI	1/2	MI = Member Identification Number
			Element Separator	*	1	
114		NM109	Identification Code	<Subscriber Primary Identifier >	2/80	
			Segment End	~	1	
115	2010BA	N3	Subscriber Address	N3	2	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
			Element Separator	*	1	
115		N301	Address Information	<Subscriber Address Line>	1/55	
			Element Separator	*	1	
115		N302	Address Information	<Subscriber Address Line>	1/55	
			Segment End	~	1	
122	2010BB	NM1	Payer Name	NM1	3	
			Element Separator	*	1	
122		NM101	Entity Identifier Code	PR	2/3	PR = Payer
			Element Separator	*	1	
123		NM102	Entity Type Qualifier	2	1	2 = Non-Person Entity
			Element Separator	*	1	
123		NM103	Name Last or Organization	<Payer Name> ME_MMIS_4MOLINA	1/60	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
123		NM108	Identification Code Qualifier	PI	1/2	PI = Payer Identification
			Element Separator	*	1	
123		NM109	Identification Code	<Payer Identifier> ME_MMIS_4MOLINA	2/80	
			Segment End	~	1	
129	2010BB	REF	Billing Provider Secondary Identification	REF	3	
			Element Separator	*	1	
129		REF01	Reference Identification Qualifier	G2	2/3	G2 = Atypical Provider ID (API)
			Element Separator	*	1	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
130		REF02	Reference Identification	<Payer Additional Identifier> <Atypical Provider ID>	1/50	
			Segment End	~	1	
143	2300	CLM	Claim Information	CLM	3	
			Element Separator	*	1	
144		CLM01	Claim Submitter's Identifier	<Patient Control Number>	1/38	NOTE: Maximum number of characters supported for this field is 20.
			Element Separator	*	1	
145		CLM02	Monetary Amount	<Total Claim Charge Amount>	1/18	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
145		CLM05	Health Care Service Location Information			
145		CLM05-1	Facility Code Value	<Facility Type Code>	1/2	
			Component Element Separator	:	1	
145		CLM05-2	Facility Code Qualifier	A	1/2	A = Uniform Billing Claim Form Bill Type
			Component Element Separator	:	1	
145		CLM05-3	Claim Frequency Type Code	<Claim Frequency Code>	1	
			Element Separator	*	1	
			Element Separator	*	1	
146		CLM07	Provider Accept Assignment Code	<Assignment or Plan Participation Code> A, B, C	1	A = Assigned B = Assignment Accepted on Clinical Lab Services Only C = Not Assigned
			Element Separator	*	1	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
146		CLM08	Yes/No Condition or Response Code	<Benefits Assignment Certification Indicator> Y	1	Y = Yes
			Element Separator	*	1	
147		CLM09	Release of Information Code	Y	1	Y = Yes, Provider has a Signed Statement Permitting Release of Medical Billing Data Related to a Claim
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
147		CLM20	Delay Reason Code	<Delay Reason Code> 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15	1/2	1 = Proof of eligibility unknown or unavailable 2 = Litigation 3 = Authorization delays 4 = Delay in certifying Provider 5 = Delay in supplying billing forms 6 = Delay in delivery of custom-made appliances 7 = Third party processing delay 8 = Delay in eligibility determination 9 = Original claim rejected or denied due to a reason unrelated to the billing limitation rules. 10 = Administration delay in the prior approval process 11 = Other 15 = Natural disaster
			Segment End	~	1	
324	2310A	REF	Attending Provider Secondary Identification	REF	3	
			Element Separator	*	1	
324		REF01	Reference Identification Qualifier	G2	2/3	G2 = Atypical Provider ID (API)
			Element Separator	*	1	
325		REF02	Reference Identification	<Attending Provider Secondary Identifier> <Atypical Provider ID>	1/50	
			Segment End	~	1	
341	2310E	NM1	Service Facility Location Name	NM1	3	
			Element Separator	*	1	
342		NM101	Entity Identifier Code	77	2/3	77 = Service Location
			Element Separator	*	1	
342		NM102	Entity Type Qualifier	2	1	2 = Non-Person Entity

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
			Element Separator	*	1	
342		NM103	Name Last or Organization Name	<Laboratory or Facility Name>	1/60	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
342		NM108	Identification Code Qualifier	XX	1/2	XX = Centers for Medicare and Medicaid Services National Provider Identifier (NPI)
			Element Separator	*	1	
342		NM109	Identification Code	<Laboratory or Facility Primary Identifier>	2/80	
			Segment End	~	1	
344	2310E	N3	Service Facility Location Address	N3	3	
			Element Separator	*	1	
344		N301	Address Information	<Laboratory or Facility Address Line>	1/55	
			Element Separator	*	1	
344		N302	Address Information	<Laboratory or Facility Address Line>	1/55	
			Segment End	~	1	
345	2310E	N4	Service Facility Location City/State/Zip Code	N4	2	
345		N401	City Name	<Laboratory or Facility City Name>	2/30	
			Element Separator	*	1	
346		N402	State or Province Code	<Laboratory or Facility State or Province Code>	2	
			Element Separator	*	1	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
346		N403	Postal Code	<Laboratory or Facility Postal Zone or Zip Code>	3/15	NOTE: When reporting the Postal code for U.S. addresses, the value is the Postal Code. (Postal Code = Zip Code plus 4).
			Segment End	~	1	
347	2310E	REF	Service Facility Location Secondary Identification	REF	3	
			Element Separator	*	1	
347		REF01	Reference Identification Qualifier	LU	2/3	LU = Location Number
			Element Separator	*	1	
348		REF02	Reference Identification	<Laboratory or Facility Secondary Identifier>	1/50	
			Segment End	~	1	
367	2320	OI	Other Insurance Coverage Information	OI	2	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
367		OI03	Yes/No Condition or Response Code	<Benefits Assignment Certification Indicator> Y	1	Y = Yes
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
368		OI06	Release of Information Code	Y	1	Y = Yes, Provider has a Signed Statement Permitting Release of Medical Billing Data Related to a Claim
			Segment End	~	1	
377	2330A	NM1	Other Subscriber Name	NM1	3	NOTE: Required when other insurance is present
			Element Separator	*	1	

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Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
378		NM101	Entity Identifier Code	IL	2/3	IL = Insured or Subscriber
			Element Separator	*	1	
378		NM102	Entity Type Qualifier	1, 2	1	1 = Person 2 = Non-Person Entity
			Element Separator	*	1	*
378		NM103	Name Last or Organization Name	<Other Insured Last Name>	1/60	
			Element Separator	*	1	
378		NM104	Name First	<Other Insured First Name>	1/35	
			Element Separator	*	1	
378		NM105	Name Middle	<Other Insured Middle Name>	1/25	
			Element Separator	*	1	
			Element Separator	*	1	
			Element Separator	*	1	
379		NM108	Identification Code Qualifier	MI	1/2	MI = Member Identification Number
			Element Separator	*	1	
379		NM109	Identification Code	<Other Insured Identifier>	2/80	
			Segment End	~	1	

## **Appendix 1: Implementation Checklist**

This appendix contains all necessary steps for submitting 837I transactions with MaineCare.

- Providers must register to become a Trading Partner.
- Trading Partners must sign a Trading Partner Agreement.
  - If the Trading Partner will be utilizing the Real-Time web services, for Eligibility Benefit Inquiries or Claims Status Requests, they must contact the EDI Help Desk (866) 690-5585, option 3 to register for this access.
  - For Real-Time web services, the Trading Partner must build an interface.
    - Interface – means the Trading Partner must have the software to convert a 270/271 or 276/277 into a readable format.
- Trading Partners must submit three (3) test files, for the 837I, with a minimum of fifteen (15) transactions within each file, and have no failures or rejections to submit production transactions.

**NOTE:** *837I transactions are not available through Real-Time Web Services.*

## Appendix 2: Business Scenarios

This appendix contains typical business scenarios. The transmission examples for these scenarios are included in Appendix 3.

**Table 5: 837I Business Scenarios**

Page #	Loop ID	Reference	Name	Codes	Length	Notes/Comments
C.4	HEADER	ISA06	Interchange Sender ID	<Molina assigned Trading Partner ID + 3 spaces>	15	(e.g METPID000001 + 3 spaces)
129	2010BB	REF01	Reference Identification Qualifier	G2	2/3	G2 = Atypical Provider ID (API)
347	2310E	REF01	Reference Identification Qualifier	LU	2/3	LU = Service Location Number

## Appendix 3: Transmission Examples

This appendix contains actual data streams linked to the business scenarios from Appendix 2.

- ISA\*00\*        \*00\*        \*ZZ\*METPID000000 \*
- REF\*G2\*999999999~
- REF\*LU\*999999999-001~

## Appendix 4: Frequently Asked Questions

Frequently Asked Questions (FAQs) will be collected by the EDI Help Desk on a monthly basis. These FAQs will be evaluated for trends and whether the FAQs would offer helpful information to other Trading Partners. Questions identified relating to 837I transactions will be added to Appendix 4 of this Companion Guide, during regular document updates.

## Appendix 5: Change Summary

The following is a summary of the changes in this version of the 837 Health Care Claim: Institutional Companion Guide:

- Overall reorganization of guide in compliance with Patient Protection and Affordable Care (PPAC) Act adoption of operating rules.
  - Disclosure Statement – information moved from Usage Information and HIPAA Notice
  - Preface – added per template
  - Introduction
    - Scope – moved from Section 1, Companion Guide Purpose
    - Overview – moved from Section 2, 837 Institutional Claim
    - References – moved from Section 1, Companion Guide Purpose
    - Additional Information – moved from Section 1.1, Required Information
  - Getting Started
    - Working with MaineCare – added per template
    - Trading Partner Registration – moved from Section 1.2, Trading Partner ID and updated per template
    - Certification and Testing Overview – moved from Section 1.2, Trading Partner ID
  - Testing with the Payer – added per template
  - Connectivity with the Payer/Communication
    - Process Flows – added per template
    - Transmission Administrative Procedures – moved from Section 1.4, Transmission Constraints
    - Re-Transmission Procedures – moved from Section 1.4, Transmission Constraints
    - Communication Protocol Specification – added per template
    - Passwords – added per template
  - Contact Information
    - EDI Customer Service – added per template
    - EDI Technical Service – added per template
    - Provider Service Number – added per template
    - Applicable Websites/email – added per template
  - Control/Segments/Envelopes
    - ISA-IEA – added per template

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- GS-GE – added per template
- ST-ST – added per template
- Payer Specific Business Rules and Limitations – added per template
- Acknowledgements and/or Reports – moved from Section 3.3.1 TA1 Interchange Acknowledgement, Section 3.3.1 999 Implementation Acknowledgement, Section 3.3.2 824 Application Advice and 3.3.3 Business Rejection Report
- Trading Partner Agreements – moved from Section 1.2, Trading Partner ID
- Appendices
  - Implementation Checklist – added per template
  - Business Scenarios – added per template
  - Transmission Examples – added per template
  - Frequently Asked Questions – added per template
  - Change Summary – added per template
  - Trading Partner Agreements (TPA) – added per template
- Changes to Table 4: 837 Institutional Claim
  - Column name changes
    - Segment ID changed to **Reference**
      - Segment Name/Data Element Name changed to **Name**
      - Format changed to **Codes**
      - Value changed to **Notes/Comments**
  - Columns Added
    - Page #
  - Columns Deleted
    - DE Ref #
    - Req Des

## Appendix 6: Trading Partner Agreements (TPA)

This appendix contains a sample of the TPA for a clearinghouse or billing agent.

**Molina Medicaid Solutions**

**TRADING PARTNER AGREEMENT - CLEARINGHOUSE or BILLING AGENT**

Please read the entire agreement and provide your electronic signature of acceptance on the final page of this document.

This Electronic Trading Partner Agreement (hereinafter "Agreement") is made by and between Molina Information Systems, LLC d/b/a Molina Medicaid Solutions ("Molina") (Acting on behalf of the State of Maine, **DEPARTMENT OF HEALTH AND HUMAN SERVICES**) and the party named at the end of this document ("Company"), a Clearinghouse or Billing Agent.

**WHEREAS**, Molina performs certain claims processing and administrative services; and,

**WHEREAS**, Company provides services including receiving information from a party and sending all or part of that information to various other entities, or to the party, in standard and nonstandard formats; and,

**WHEREAS**, the information Company and Molina (collectively, the "Parties") desire to exchange by and through electronic communications, certain claims and billing information that may contain identifiable financial and/or protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), 45 Code of Federal Regulations Parts 160-164, and applicable regulations that implement Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq. (the "GLB Regulations") now or as later amended; and,

**WHEREAS**, the Parties agree to safeguard any and all PHI or other data received, transmitted or accessed electronically to or from each other in accordance with HIPAA and the GLB Regulations, and desire to set forth in writing their understanding with respect to these communications and the covenant of confidentiality and nondisclosure of PHI or other Data.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

**I. DEFINITIONS.**

**Clearinghouse/Billing Agent** - A public or private entity, including a billing service, repricing company, community health management information system or health information system, or "value-added" networks and switches, that: (1) process or facilitate the processing of health information received from another entity in a nonstandard format or containing nonstandard data content into a standard data element or a "Standard Transaction" as defined in Section II, below; (2) receive a Standard Transaction from another entity, and process or facilitate the processing of health information into nonstandard format or nonstandard data content for the receiving entity, or (3) otherwise

**Figure 6-1: CH/BA TPA - Page 1**

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conducts any EDI transactions with Molina.

**Companion Guides** - aka "Guide" here within the TPA. Companion Guide will be created to help assist submitters in their submission of Maine Medicaid claims to Molina.

**Data** - Any information provided and/or made available by either of the Parties to the other, and includes, but is not limited to enrollment and eligibility data, claims data, and PHI.

**Electronic Data Interchange ("EDI") Companion Guide** - A technical user's manual provided to Company to assist Company and its clients in preparing and completing electronic data interchange. Molina reserves the right to revise and update the EDI Reference Guide ("Guide") in its sole discretion.

**Health and Human Services ("HHS") Privacy Standard Regulation** - 45 Code of Federal Regulations ("CFR") at Title 45, Parts 160 through 164.

**Health and Human Services ("HHS") Security Standard Regulation** - 45 Code of Federal Regulations ("CFR") at Title 45, Parts 160, 162 and 164.

**HHS Standard Transaction Regulation** - 45 CFR Parts 160 and 162.

**Individual** - The person who is the subject of the Data, as defined by 45 CFR § 164.501.

**Proprietary Data** - Information used or created by Molina in the conduct of its business activities that is not normally made available to Molina's customers, competitors, or third parties, the disclosure of which will or may impair Molina's competitive position or otherwise prejudice Molina's ongoing business. Company would not otherwise have access but for its contractual relationship with Molina.

## **II. INTRODUCTION.**

This Agreement authorizes the Parties to electronically exchange Data, including PHI, through a public or private telecommunications network using language and code sets authorized at 45 CFR § 160 et seq., in an efficient and cost-effective manner without limiting the obligations of each party as set forth in this Agreement or imposed by applicable law, solely for the purposes set forth herein, in accordance with the terms "Standard" and "Transactions" as defined at 45 CFR § 160.103 (hereinafter aggregated and referred to as "Standard Transactions"), the privacy standards described and referenced below, and requirements for non-standard transactions (if applicable). Any Data, Proprietary Data or PHI exchanged under this Agreement is to be used and exchanged solely as authorized by HIPAA, and is further subject to the terms and conditions set forth in this Agreement. Company acknowledges that coverage for any services furnished by a Provider and electronically exchanged through this Agreement is subject to the terms and conditions of the individual's benefit program, any participation agreement between Provider and Molina, and Molina's policies and procedures.

## **III. TERM, TERMINATION and SUSPENSION.**

**Figure 6-2: CH/BA TPA - Page 2**

The term of this Agreement shall commence upon its execution. Company agrees that its ability to transmit, receive or otherwise electronically access Data will cease if Company or Molina terminates this Agreement.

Either party may terminate this Agreement without cause upon sixty- (60) days prior written notice or immediately by either party for cause.

This Agreement may immediately be terminated in the event of a material breach. A material breach shall include, but not be limited to, breach of any substantive term(s) of this Agreement, fraud, abuse, and/or failure to protect PHI. The terminating party may rescind notice of termination if the other party successfully cures the breach complained of to the terminating party's satisfaction. Each party may also temporarily suspend electronic communications under this Agreement to protect computer or data systems in cases of emergencies, or to perform maintenance. Each party agrees to minimize the frequency and duration of these temporary suspensions. This Agreement shall automatically terminate in the event there is no electronic transaction activity for six (6) consecutive months.

Any ambiguity in any term or condition of this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA.

#### **IV. MOLINA OBLIGATIONS.**

**A. ID(s) and Password(s)** - Upon execution of this Agreement, Molina will assist in establishing Company logon ID(s) and password(s) to allow Company to authenticate its identity and transmit data electronically for Providers and Employer Groups identified in EDI Transaction Application.

Molina shall retain title to all logon ID(s) and password(s), and reserves the right to change any logon ID or password at any time, for any reason, or if required to do so by law, regulation, or court order.

**B. Data** - The Data the Parties may exchange pursuant to this Agreement may change as a result of changes in law or regulation, or actions taken by an employer group in accordance with the terms and conditions of certain health care benefits contracts, or changes made to those contracts. Molina's response to inquiries does not guarantee coverage. Acceptance by Molina of the Data Company sends electronically, on any Provider or Employer Group's behalf, does not constitute guarantee of reimbursement.

#### **V. COMPANY OBLIGATIONS and AUTHORIZATIONS.**

**A. Provision of Data** - Company may provide Molina Data electronically, including the minimum necessary PHI (see 45 CFR § 164.502(b)) in accordance with the terms of the Agreement and the Guide. Company is solely responsible to ensure that the Data it provides Molina is correct.

**B. Logon ID and Password** - Company agrees to protect Molina's logon ID(s) and password(s) from compromise, release or discovery by any unauthorized person, and shall not disclose logon ID(s) and password(s) to any third party in any manner. A breach

**Figure 6-3: CH/BA TPA - Page 3**

of this provision shall be considered material. In the event a breach occurs, Company must notify Molina immediately as set forth in the Guide. Company acknowledges and agrees that only Company personnel it designates shall be permitted to use the logon ID(s) and password and only within the scope of the approved application. Company's use of logon ID(s) and password(s) constitutes an Electronic Signature that confirms Company's willingness to remain bound by these terms and conditions and ratify any transaction conducted electronically by Molina. In the event logon ID(s) and/or password(s) are compromised, Company shall be responsible for such ramifications resulting from Company's failure to protect Molina logon ID(s) and password(s).

**C. Company's Costs** - Company shall assume all its internal costs to transmit, access and receive Data electronically including, but not limited to, the costs of computers, terminals, connections, modems, and browsers that have the capability to use HIPAA-mandated code-set

Standard Transactions, and the costs of providing sufficient security measures to safeguard receipt and transmission of PHI in accordance with 42 USC § 1320d-2(d), 45 CFR § 164.530 and the implementing regulations issued by HHS to preserve the integrity and confidentiality of, and to prevent non-permitted use or violations of disclosure of PHI.

**D. Authorization to Use Data** - Company's use of a Molina system or process under this Agreement constitutes authorization and direction to Molina to use the PHI or other Data received from Company to adjudicate and process health care claims Molina receives from Company on behalf of Company's contracted employer groups or health care providers. Company acknowledges the sensitive, confidential and proprietary nature of this Data, and of Molina's proprietary electronic communications processes. Company may access, receive and transmit only that Data in such format as described in the Guide. No electronic communication will give rise to any obligation until it is accessible at the receiving party's computer as set forth in the Guide. Company acknowledges that Molina may disclose the PHI it makes available to Molina concerning Individuals who are members of a plan to the plan sponsor or the group health plan consistent with HIPAA's requirements and the language set forth herein.

**E. Testing** - Prior to the initial data transmission for each type of transaction, Company will test and cooperate with Molina in testing Company's operating system to ensure the accuracy, timeliness, completeness, compatibility, and confidentiality of each data transmission.

**F. Limited Access** - Company will not obtain access by any means to data or Molina's operating system. In the event Company receives data not intended for Company, Company will immediately notify Molina and delete the data from its operating system.

**G. Notice of License Impairment** - Company shall notify Molina immediately in writing of any existing or subsequent suspension or revocation of Company's license or certificate, or exclusion of participation in the Medicare, Medicaid, or any other federal program.

**H. Relationship with Employer Groups and/or Providers** - Company agrees to execute Business Associate or Trading Partner Agreements with each individual Employer Group and/or Provider with whom Company does business, and shall provide Molina, at such

**Figure 6-4: CH/BA TPA - Page 4**

reasonable time(s) as Molina shall request, written verification of any or all Employer Group or Provider(s)' status in executing such agreements. Molina reserves the right to refuse to accept any Data from Company that has been sent from any Employer Group or Provider which has not executed an appropriate Business Associate or Trading Partner Agreement with Company.

**VI. INDEMNIFICATION.**

Each party hereby recognizes and acknowledges that each party is responsible for its own conduct and the conduct of its officers, directors, employees and agents, and that each is responsible for any losses, liability, damages, costs and expenses that it incurs in the event that any claim is made by any person arising out of any of that party's acts or omissions related to this Agreement. In the event that either party receives notice of any action, claim, or proceeding that alleges or otherwise involves any act or omission of the other party; it shall promptly give notice to the other party and provide the other party with the opportunity and all reasonable assistance in the defense of such action. It is recognized that it may be necessary depending on the procedural status of the matter for one party to implead another party or to join it in litigation as a third party defendant. In the event that the other party does not respond and defend, such other party shall indemnify the notifying party for any losses, liability, damages, costs and expenses that the notifying party incurs by reason of the failure of the other party to respond and defend; provided that it is understood that each party will carry errors and omissions insurance, and it is not intended that this Agreement should be interpreted or administered by the parties in any manner to invalidate any such insurance coverage. This section shall survive the termination of this Agreement. Neither party shall be liable to the other party for damages caused by circumstances beyond its control, including, without limitation: "hackers" who gain access to the system or Data in spite of a party's compliant security measures, a major disaster, epidemic, the complete or partial destruction of its facilities, riot, civil insurrection, war or similar causes. Neither party shall be liable to the other party for any special, incidental, exemplary or consequential damages.

**VII. COMPLIANCE WITH PRIVACY STANDARDS.**

Each party will develop, implement, maintain and use appropriate administrative, technical and physical Data safeguards, in compliance with 42 U.S.C. § 1320d-2(d), 45 CFR § 164.530(c) and patient confidentiality provisions of applicable state statutes or regulations, and shall comply with any applicable GLB Regulations, or any amendments to any of these statutes or regulations.

Each party shall execute Trading Partner, and/or Business associate Agreements, acceptable to Molina, with subcontractors or agents that provide services involving maintenance, use or disclosure of PHI, ensuring that any subcontractors or agents to whom it provides PHI agree in writing to those restrictions that, with respect to such PHI, apply to that individual subcontractor or agent. Each party agrees that it will not maintain, use, make available or further disclose PHI other than as permitted or required by this Agreement or as required by law.

If any activity under this Agreement would cause any Party to be considered a "Business Associate" of any other Party under 45 CFR. § 160.103, the following restrictions will apply to all uses and disclosures of PHI. The Business Associate will: (i) Not use or further

**Figure 6-5: CH/BA TPA - Page 5**

disclose PHI other than as permitted or required by this Agreement, or to comply with judicial process or any applicable statute or regulation; (ii) Notify the other Party in advance of any disclosure of PHI that the Business Associate is required to make under any judicial or regulatory directive; (iii) Use appropriate safeguards to prevent use or disclosure of PHI other than for the purposes required in this Agreement; (iv) Report to the other parties any use or disclosure of PHI not provided for in this Agreement of which the Business Associate becomes aware; (v) Ensure that any agents or subcontractors to whom the Business Associate discloses PHI received from another party, or created on behalf of another party, agrees to the same restrictions and conditions that apply to the protection of information under this Agreement; (vi) Make PHI available to individuals as required by 45 CFR § 164.524;

(vii) Make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;

(viii) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528; (ix) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or collected by the Business Associate on behalf of another Party, available to the Secretary of HHS when called upon for purposes of determining the other Party's compliance with federal privacy standards; and (x) At termination of this Agreement, if feasible, return or destroy all PHI received from another Party, or created or collected by the Business Associate on behalf of the other Party, that the Business Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, or if the PHI is still used to perform business functions, continue to treat all such PHI in accordance with the limits provided in this Agreement, and applicable law and regulation.

#### **VIII. SYSTEMS AND PERSONNEL SECURITY/UNAUTHORIZED DISCLOSURES.**

The Parties shall comply with the final version of the data security standard promulgated by HHS (final version found at 45 CFR Part 160, 162, and 164, published February 20, 2003, 68 Federal Register, Pages 8334-8381, the "Security Standard"). On or before the required compliance date of the final Security Standard, the Parties will adopt any necessary modifications to their practices for maintaining PHI or transmitting PHI electronically, and shall provide any written assurances required under the final Security Standard to prevent unauthorized access to Data. If an unauthorized disclosure of PHI, or the discovery of unauthorized access to and/or tampering with the Data or Molina's Proprietary Data is discovered, the disclosing party will immediately report to the other party, using the most expeditious medium available, no later than twenty-four (24) hours after such discovery/disclosure is made, the following information: (i) the nature of the disclosure, (ii) PHI used or disclosed, (iii) the individual(s) who made and received the disclosure, (iv) any corrective action taken to prevent further disclosure(s) and mitigate the effect of the current disclosure(s), and (v) any such other information reasonably requested by the non-disclosing party. The Parties will cooperate in the event of any litigation concerning unauthorized use, transfer or disclosure of such Data. Failure to adhere to this section may constitute violation(s) of applicable federal and state laws and regulations and may constitute just cause for immediate termination of this Agreement.

#### **IX. COMPLIANCE WITH STANDARD TRANSACTIONS.**

**Figure 6-6: CH/BA TPA - Page 6**

When required, the Parties shall comply with each applicable regulation when performing "Standard Transactions." The Parties will not enter into any Trading Partner Agreement related to this Agreement that: changes any definition, data condition or use of a data element or segment, nor adds any data elements or segments to the maximum defined data set as proscribed in the HHS Transaction Standard Regulation, and as further proscribed by Molina. {See 45 CFR § 162.915(b)}. The Parties further agree that they will neither use any code or data elements marked "not used" or which are not found in the HHS Transaction Standard's implementation specifications, nor change the meaning or intent of any of the HHS Transaction Standard implementation specifications. {See 45 CFR § 162.915(c) (d)}.

**X. AUTOMATIC AMENDMENT FOR REGULATORY CHANGE.**

This Agreement will automatically amend to comply with any final regulation or amendment adopted by HHS concerning the subject matter of this Agreement upon the effective date of the final regulation or amendment.

**XI. NOTICES.**

Any notice relating to this Agreement shall be in writing and transmitted by U.S. Mail, first class, postage prepaid to the address in this section below. shall be deemed given on the date of receipt by the addressee.

Molina Medicaid Solutions  
45 Commerce Drive, Suite 7  
Augusta, ME 04330

**XII. RECORDS AND AUDIT.**

The Company and its clients shall maintain, in accordance with their document retention policies and applicable law and regulation, and for a minimum of five (5) years, true and correct copies of any source documents from which they reproduce Data. Molina reserves the right to audit those records and security methods of Company and its clients necessary to ensure compliance with this Agreement, to ensure that adequate security precautions have been made to prevent unauthorized disclosure or, to verify the accuracy and authenticity of the services underlying any EDI transaction.

**XIII. SURVIVAL OF PROVISIONS.**

Any provision of this Agreement, which requires or reasonably contemplates the performance or existence of obligations by either party after the termination of the Agreement shall survive such termination.

**XIV. ASSIGNMENT/NO AGENCY**

No right or interest in this Agreement shall be assigned by either party without the prior written permission of the other party. Nothing in this Agreement will place Molina and Company in a relationship whereby either (1) is principal or agent of the other for any

**Figure 6-7: CH/BA TPA - Page 7**

purpose; or (2) has the authority to bind the other in any way.

**XV. GOVERNING LAW/VENUE.**

The laws of the State of Maine shall govern the construction, interpretation and performance of this Agreement and all transactions under it, except to the extent federal law preempts them.

**XVI. WAIVER OF RIGHTS.**

No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

**XVII. SEVERABILITY.**

If any provisions of this Agreement shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing those invalid or unenforceable provision(s), and the rights and obligations of each party shall be construed and enforced accordingly.

**XVIII. MODIFICATION.**

Molina reserves the right to amend the EDI Companion Guides, Application, and Forms from time to time. Molina may amend this Agreement upon thirty (30) days written notice.

**XIX. RELATIONSHIP OF MOLINA TO STATE OF MAINE, DEPARTMENT OF HEALTH AND HUMAN SERVICES.**

This Agreement constitutes a contract between Company and Molina. Molina is an independent corporation operating under a service agreement for the State of Maine, DEPARTMENT OF HEALTH AND HUMAN SERVICES as the Medicaid Fiscal Agent. Company has not entered into this Agreement based upon representations by any person other than Molina, and no person, entity or organization other than Molina can be held accountable or liable to Company for any of Molina's obligations to Company under this Agreement.

**XX. ENTIRE AGREEMENT.**

This Agreement and any Manuals, Guides, Exhibits, Applications and Attachments thereto shall constitute the entire Agreement between the Parties with respect to EDI Transactions between the parties and shall not be altered, varied, revised or amended except in writing signed by both Parties. The provisions of this Agreement supersede all prior oral or written quotations, communications, agreements and understandings of the Parties with respect to EDI Transactions between the parties.

**Figure 6-8: CH/BA TPA - Page 8**

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<sup>i</sup> “ASC X12 Standards for Electronic Data Interchange Technical Report Type 3, Health Care Claim: Institutional (837), Version 5, Release 1” May 2006.