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Chapter Two – Encounter Authorizations and Control Documents

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I. **INTRODUCTION**

AHCCCS requires the completion of specific agreements, authorizations, and control documents before Contractors can submit encounter data. New Contractors are assigned at least one Transmission Submitter Number (TSN) utilized in encounter submission and processing. The Contractor may elect to obtain additional TSNs based upon processing or tracking needs.

II. **PURPOSE OF CONTROL DOCUMENTS**

AHCCCS requires control documents for several legal purposes. The documents provide:

- A supplemental, contractual agreement specific to AHCCCS and the Contractor for the submission, acceptance, and processing of encounter and encounter-related data; and
- Authorization for AHCCCS to process the information on encounter data files.

If Contractors intend to subcontract their encounter reporting functions to a vendor, terminate, or change their contract with such vendor, Contractors must notify the Technical Coordination Unit (TCU) 60 days before the change via email at TCURequests@azahcccs.gov. AHCCCS will require the Contractor to provide the necessary control documents authorizing encounter data exchanges.

III. **TESTING PROCESS FOR NEW CONTRACTORS OR ENCOUNTER VENDOR CHANGES**

To ensure the success of encounter data submissions, new Contractors and those Contractors with a change in vendors must go through a testing phase before submitting production encounter data to AHCCCS. Before beginning the testing phase, Contractors must have provided the necessary control documents to the TCU. Once TCU receives the necessary control documents, AHCCCS will schedule a training session for the Contractor and review the testing process.

When AHCCCS verifies that the Contractor has completed the testing process as defined by AHCCCS, the Contractor will be allowed to begin submitting encounters in production.

IV. **CONTRACTOR AGREEMENT**

In consideration of AHCCCS acceptance of the Contractor's encounter input data, the Contractor is responsible for any incorrect data, delayed submission, or payment (to the Contractor or its subcontractors), and/or penalty applied due to any error, omission, deletion, or erroneous insert caused by Contractor-submitted data. AHCCCS shall not accept any data that does not meet the standards by AHCCCS. If there are any inconsistencies between the input data and underlying source documents, AHCCCS shall rely on the input data only.

Contractors further agree to indemnify and hold harmless the State of Arizona and AHCCCS from all claims or liabilities, including but not limited to consequential damages, reimbursements or erroneous billings, and reimbursements of attorney fees incurred as a consequence of any error, omission, deletion, or erroneous insert caused by Contractors in the submitted input data. Neither the State of Arizona nor AHCCCS shall be responsible for any incorrect or delayed payment to Contractors' providers (subcontractors) resulting from such error, omission, deletion, or erroneous input data caused by Contractors in the submission of AHCCCS claims.

Contractors are also responsible for immediately identifying any inconsistencies upon receipt of data from AHCCCS. If any unreported inconsistencies are subsequently discovered, Contractors shall

be responsible for the necessary adjustments to correct their records at their own expense. Contractors authorize AHCCCS to:

- Make administrative corrections on submitted encounter data to enable the automated processing of the same; and
- Accept original evidence of services rendered and encounter data in a form appropriate for automated data processing.

V.   CONTRACTOR ENCOUNTER ATTESTATION

To comply with 42 Code of Federal Regulations (CFR) Sections 438.604 and 438.608, the Chief Executive Officer (CEO), Chief Financial Officer (CFO), or a direct report must certify encounter data before processing. By incorporating the attestation process noted below the CEO, CFO, or the individual who has delegated authority to sign for, and who reports directly to the CEO or CFO, attests that the data and/or documents recorded and submitted as input data or information, based on best knowledge, information, and belief, is in compliance with Subpart H of the Balanced Budget Act (BBA) certification requirements; is complete, accurate, and truthful; and is in accordance with all federal and state laws, regulations, policies, and the AHCCCS/Contractor contract in effect. If any of those procedures, rules, regulations, or statutes are amended hereafter, Contractors agree to conform to those amendments of which they have been notified. Contractors further certify that they will retain and preserve all original documents as required by law, submit all or any part of same, or permit access to same for audit purposes, as required by the State of Arizona, or any agency of the federal government, or their representatives.

The BBA encounter attestation process for:

X12 (837) Files:

The Submitter Name Loop [1000A] allows for two repetitions of the PER segment. For the 837 attestations, add one repetition of the PER Segment within the 1000A Submitter Name Loop. This allows the Contractors to continue to submit a PER segment which indicates who to contact if a file has a problem.

> For Example: The additional PER segment should be formatted as follows:
> PER*EM*TOMYKNOWLEDGEINFORMATIONANDBELIEFTHEDATAINTHISFILEISACCURATECOMP
> LETEANDTRUE.CERTIFIER@CERTIFIED.COM*FX*6025556789*TE*6025555678~
>
> Where:
> PER01 = IC – Information Contact
> PER03 = EM – Electronic Mail.
> PER04 = The attestation followed by the email address of the person who certifies the file, which must be compliant with BBA specifications
> PER05 = FX - Fax Number
> PER06 = The Fax Number of the person certifying the file
> PER07 = TE - Telephone Number
> PER08 = Telephone Number of the person certifying the file

NCPDP Files:

An abbreviated attestation message is in the 35-character message field trailer record of the Batch 1.1 or 1.0 [the transport mechanism for the 5.1 and the 3.2 transactions].

For example:

"Attested John Doe CFO" (must be compliant with BBA specifications).

504-F4	Message	A/N	35	21	55	

Pended Encounter Correction Files:

An abbreviated attestation message is in the 35-byte field trailer (T9) record of the Pended Encounter Correction file.

For example:

"Attested John Doe CFO" (must be compliant with BBA specifications).

Please refer to page 4-12 for the BBA Attestation field and positions in the Pended Encounter Correction file layout.

VI. SECURITY AND SYSTEM ACCESS

EDI Solutions Portal is the AHCCCS front-end editor that validates syntax, code sets, and code relationships in submitted encounter files. Records that pass validation are translated into formats for processing and adjudication. Access to EDI Solutions Portal permits the Contractors' staff to view processing statistics and errors. AHCCCS follows the Health Insurance Portability and Accountability Act (HIPAA) security and privacy rules for Contractors' security and EDI system access. Users will need to have access to use the EDI Solutions Portal. If you do not have an account, please follow the instructions outlined in the: EDI Portal Provider Signup and Login Guide . If you need assistance, please log your request by going to https://servicedesk.azahcccs.gov/portal or send an email to servicedesk@azahcccs.gov. Please state to assign your ticket to the ISD EDI Team.

VII. CONTRACTOR ENCOUNTER SUBMISSION NOTIFICATION AND TRANSMISSION SUBMITTER NUMBER (TSN) APPLICATION

The application provides notice to the Encounter Unit of the designated person authorized to submit and receive encounter data and related information from AHCCCS. It also estimates monthly encounters to be reported by Contractors. Contractors must complete this notification form before testing and submitting encounter data to AHCCCS. Upon receipt of this application, a TSN is issued. The TSN allows AHCCCS to identify Contractors' identification number or numbers, county codes, and lines of business for which that transmission submitter is authorized to submit encounters. For each TSN, Contractors must have the Health Plan Contractor Encounter Submission Notification and Transmission Submitter Number Application (Exhibit 2A) form on file with AHCCCS. Contractors must also have completed and submitted the EDI Trading Partner Agreement (Exhibit 2B) to exchange data with AHCCCS. Once the Trading Partner Agreement is completed, the Contractor is given an EDI account for data exchanges.

VIII.   **PMMIS ACCESS**

PMMIS is the AHCCCS integrated information infrastructure that supports AHCCCS operations, administrative activities, and reporting requirements. Contractor access to PMMIS allows staff to view selected members, providers, references, and encounter information helpful in resolving pended and denied encounter issues. Contractors' staff are expected to be trained on the use of PMMIS and use this access to expedite clearing pending and resubmitting denied encounters. Contractors should contact their assigned AHCCCS Encounter Representative to make any requests related to PMMIS training. For Contractors' staff to gain PMMIS mainframe access, a User Affirmation Statement and User Access Request Form must be completed for each user and submitted to the Technical Coordination Unit at mmissecurityrequest@azahcccs.gov for processing. These forms are available online at https://www.azahcccs.gov/PlansProviders/ISDresources.html. Users must sign in at least once every 30 days, change passwords as required, and complete annual recertification to maintain access privileges. Additional information on accessing PMMIS and frequently utilized PMMIS reference screens are available on the AHCCCS website at https://azahcccs.gov/PlansProviders/Downloads/Encounters/adjudication/DeskLevelInstructionsForAccessingPMMIS.pdf.

Exhibit 2A

Contractor Encounter Submission Notification and Transmission Submitter Number (TSN) Application

To submit encounter data to AHCCCS; Contractors must be assigned a Transmission Submitter Number (TSN). To apply for a TSN, please complete this application and email to AHCCCSEncounters@azahcccs.gov.

1. Contractor Name:	**2. Contractor ID Number:**

3. As representative for the above Contractor, hereby notify the AHCCCS Administration Encounter Unit that the Contractor's encounter submission will start on __/__/___. The Contractor named above agrees to submit all encounter data and correct any encounter submission errors within the limited time frame prescribed by the AHCCCS Administration.

4. Contractor Address: (Street):

5. (City, State & Zip Code):

6. Contractor Telephone Number:

7. Contact Person's Name:

8. Contact Person's Telephone Number:

Contractor estimates that the monthly average encounter submission volume will be as follows:

9. 837P (Form A) Encounters:	
10. 837D (Form D) Encounters:	
11. 837I (Form B) Encounters:	
12. NCPD (Form C) Encounters:	

13. CEO/Administrator Name:	**14. Date:**

15. CEO/Administrator Signature:

Exhibit 2B

ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM
ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

THIS AGREEMENT is entered into between the Arizona Health Care Cost Containment System Administration (AHCCCS) and _____, a covered entity ("TRADING PARTNER") who transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160 and 162.

The TRADING PARTNER agrees to perform functions or activities that are subject to transaction standards, and WHEREAS, the TRADING PARTNER agrees to conduct these transactions according to this agreement.

NOW, THEREFORE, the TRADING PARTNER and AHCCCS agree as follows:

1)   Definitions. The following terms shall have the meaning ascribed to them in this section.

      a)   Agreement shall refer to this document.

      b)   Third Party shall refer to parties authorized to exchange EDI transactions on the provider's behalf.

      c)   Trading Partner Agreement shall mean the AHCCCS TRADING PARTNER AGREEMENT.

      d)   Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160 and162.

      e)   AHCCCS shall mean the Medicaid agency of Arizona.

      f)   Transactions shall mean the electronic exchange of information between two parties to carry out financial or administrative activities related to health care as defined by 45 CFR Part 160.103.

      g)   Individual shall mean the person who has the authority to act on behalf of the TRADING PARTNER to execute this agreement.

h)   Information shall mean any "health information" provided and/or made available by AHCCCS to the TRADING PARTNER and has the same meaning as the term "health information," as defined by 45 CFR Part 160.103.

i)   Parties shall mean AHCCCS and the TRADING PARTNER.

2)   Term. The term of this Agreement shall commence as of the date it is electronically accepted.

3)   TRADING PARTNER Obligations:

a)   Third Party Agreement. The TRADING PARTNER understands and agrees that it is responsible for the conduct of a THIRD PARTY in the THIRD PARTY'S performance related to this Agreement. The TRADING PARTNER agrees to inform the THIRD PARTY of the terms of this Agreement. Notwithstanding the lack of specific mention, any obligation or requirement contained in this Agreement that is imposed on the TRADING PARTNER will be construed as an obligation and requirement that is also imposed on its THIRD PARTY.

b)   No Changes, Additions, or Unauthorized Uses. The TRADING PARTNER hereby agrees that for the Information, it will not change any definition, data condition, or use of a data element or segment. The TRADING PARTNER also agrees it will not add data elements or segments to the maximum defined data set or use any code or data elements that are either marked "not used" in the Implementation Guide or are not in the specifications.

c)   Transfer of Obligations. The TRADING PARTNER must immediately inform AHCCCS of any proposed mergers, acquisitions, or changes in the ownership of the TRADING PARTNER. AHCCCS reserves the right to require the merged entity, the acquiring entity, or the new owners to submit a new TRADING PARTNER Agreement if the merger, acquisition, or change in ownership may reasonably be expected to impact AHCCCS's or TRADING PARTNER'S ability to comply with the TRADING PARTNER Agreement.

d)   Companion Documents. AHCCCS makes available Companion Documents which serve as a supplement to the standard electronic transaction description. They contain specific instructions for conducting each transaction. The TRADING PARTNER agrees to conform and comply with the requirements set forth in these Companion Documents.

4)   Adequate Testing. The TRADING PARTNER agrees that it will cooperate with AHCCCS in testing processes. TRADING PARTNER agrees to adequately test business rules appropriate to its types and specialties.

5) Deficiencies. The TRADING PARTNER agrees to be responsible for incorrect data, including errors, omissions, deletions, or erroneous data submitted by the TRADING PARTNER, and that it will correct Transaction errors or deficiencies identified by AHCCCS.

6) Code Set Retention. Both Parties understand and agree to maintain code sets being processed or used in this Agreement for at least the current contract year, state fiscal year, or any appeal period, whichever is longer.

7) Privacy:

   a) Protected Health Information (PHI). AHCCCS and the TRADING PARTNER will comply with all applicable State and Federal privacy statutes and regulations concerning the treatment of PHI.

   b) Notice of Unauthorized Disclosures and Uses. AHCCCS and the TRADING PARTNER will promptly notify the other Party of any unlawful or unauthorized use or disclosure of PHI, which disclosure may have an impact on the other Party that comes to the Party's attention and will cooperate with the other Party in the event that any litigation arises concerning the unlawful or unauthorized disclosure or use of PHI.

   c) Injunctive Relief. AHCCCS retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by TRADING PARTNER, its THIRD PARTY, or any agent or contractor that received PHI from TRADING PARTNER.

8) Security:

   a) Data Security. AHCCCS and the TRADING PARTNER will maintain reasonable security procedures to prevent unauthorized access to data, data transmissions, security access codes, backup files, and source documents. Each Party will immediately notify the other Party of any unauthorized attempt to obtain access to or otherwise tamper with data, data transmissions, security access codes, backup files, source documents or the other Party's operating system which attempt may have an impact on the other Party.

   b) Systems Security. AHCCCS and the TRADING PARTNER will develop, implement, and maintain appropriate security measures for its own systems. AHCCCS and the TRADING PARTNER will document and keep current its security measures.

9) Termination of Agreement. The TRADING PARTNER agrees that AHCCCS has the right to immediately terminate this Agreement if AHCCCS determines that the TRADING PARTNER or its THIRD PARTY has violated any terms of this Agreement.

10) Choice of Law. This Agreement shall be governed by the law of the State of Arizona.

11) Liability. AHCCCS shall not be responsible to TRADING PARTNER nor anyone else for any damages caused by delay, rejection, error, omission, deletion, erroneous input, loss, or any misadventure affecting transactions.

12) Binding Nature and Assignment. This Agreement shall be binding on the Parties hereto and their successors and assignees, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

13) Notices. Whenever under this Agreement one Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States mail, postage prepaid, and addressed as follows:

> AHCCCS
> Information Services Division
> 801 E. Jefferson, MD 2800
> Phoenix, AZ 85034

14) Electronic Claims Submission. For each electronic claim submission, the TRADING PARTNER certifies that the claim information is true, accurate, and complete.

I understand that payment of claims (including claims submitted electronically) will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State laws (42 CFR 455.18).

15) Acceptance of Agreement. By clicking on "I Accept the Terms of the Agreement," the TRADING PARTNER agrees to the terms and conditions of this TRADING PARTNER Agreement and that the individual accepting the agreement has the authority to act on behalf of the TRADING PARTNER and to bind it to the terms and conditions of this TRADING PARTNER Agreement.