



Commonwealth of Massachusetts
Executive Office of Health and Human Services
Division of Medical Assistance
600 Washington Street
Boston, MA 02111
www.mass.gov/dma

MassHealth
All Provider Bulletin 128
November 2003

TO: All Providers Participating in MassHealth
FROM: Beth Waldman, Acting Commissioner *Beth Waldman*
RE: Implementation of the HIPAA-Compliant Electronic Prior Authorization Request and Response Transaction

***New Electronic
Prior Authorization
Request and Response
Option***

On October 16, 2003, the Division of Medical Assistance (Division) implemented the HIPAA-compliant 278-Health Care Services Review and Response transaction.

The Division's solution to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) regulations was to implement an Automated Prior Authorization System (APAS), which enables providers to both submit and receive a response to a prior authorization (PA) request for a medical service or product that requires PA via the Internet, or to submit requests and receive responses in a batch mode via a secure File Transfer Protocol (FTP) method. APAS also allows providers to attach additional documentation to their request electronically. When the attachments needed to determine medical necessity cannot be submitted electronically (for example, photographs and X-rays), providers will be instructed by APAS to identify any mailed attachments, which will then be re-associated with the PA request that was submitted through APAS.

Effective December 15, 2003, providers can begin to submit prior authorization requests via APAS.

Paper Requests

Providers may continue to submit PA requests on paper as they do today. However, the Division encourages all providers who routinely request prior authorizations to explore the use of this new automated business solution.

***Transportation and Retail
Pharmacy Authorizations***

Providers cannot request authorization for retail pharmacy or transportation services via APAS. The existing methods for requesting authorization for these services remain in place.

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Requirements

All MassHealth trading partners must sign a Trading Partner Agreement (TPA) before submitting a 278 transaction. Providers must complete a MassHealth TPA (attached), **only if you have not already done so**, and return it to the address below.

**MassHealth
ATTN: HIPAA Support Center
P.O. Box 9101
Somerville, MA 02145**

***Trading Partner
Profile (TPP) Form***

Providers will also be asked to complete a Trading Partner Profile (TPP) if you have not already done so. The purpose of this form is to collect additional data about which HIPAA transactions you will conduct with MassHealth, and to verify contact information for your facility.

Privacy

Since APAS employs HIPAA-compliant security for the browser, software and Internet layers, you must log on with a user name and password before submitting or retrieving information. This information will be supplied to you upon completing APAS training.

***Testing, Training,
and Support***

Testing is not required for providers who choose to submit prior authorization requests via the Internet. However, providers must contact the MassHealth APAS Support Center to schedule a Web-based conference training session.

The Division will provide assistance to trading partners who would like to participate in testing activities for the batch transaction. Providers who would like to test, can contact the MassHealth APAS Support Center at the telephone number or e-mail address shown below.

MassHealth APAS Training and Support Center

Toll-free Phone: 1-866-378-3789

Press "1" for the Training and Support Center or "2" for assistance with batch transaction testing. You can also send an email to:

support@masshealth-apas.com.

Questions

If you have any questions about APAS, please contact the MassHealth APAS Support Center at the above telephone number or e-mail address, or visit www.masshealth-apas.com.



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MassHealth Trading Partner Agreement

This Trading Partner Agreement (“Agreement”) is made as of _____ 200__,
between the Division of Medical Assistance (“Division”) and

_____ (“Trading Partner”).

Trading Partner Name (please print)

Provider No.

The Trading Partner intends to conduct MassHealth transactions with the Division of Medical Assistance in electronic form. Both parties acknowledge and agree that the privacy and security of data held by or exchanged between them is of utmost priority. Each party agrees to take all steps reasonably necessary to ensure that all electronic transactions between them conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder. Without limiting the generality of the preceding sentence, the parties agree as follows:

1. Each party will take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure, and will take reasonable precautions to prevent unauthorized access to (a) its own and the other party’s transmission and processing systems, (b) the transmissions themselves, and (c) the control structure applied to transmissions between them.
2. Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic transactions to, or receiving electronic transactions from, the other party.
3. The Trading Partner will conform each electronic transaction submitted to the Division to the Specifications Addendum applicable to the transaction, and to the applicable Companion Guide. The Division may modify the Specifications Addendum and the Companion Guide at any time without amendment to this Trading Partner Agreement, but the Trading Partner shall not be required to implement such modifications sooner than 60 days after publication of the modified Specifications Addendum or Companion Guide, unless a shorter compliance period is necessary to conform to applicable federal law or regulation. Only the last-issued Specifications Addendum of each type will be effective as of the date specified in the Specifications Addendum. The Division may reject any transaction that does not conform to the applicable Specifications Addendum and the Companion Guide.
4. Before initiating any transmission in HIPAA standard transaction format, and thereafter throughout the term of this Agreement, the Trading Partner will cooperate with the Division and the Division’s Business Associates (i.e., vendors who perform certain functions on the Division’s behalf) in such testing of the transmission and processing systems used in connection with MassHealth as the Division deems appropriate to ensure the accuracy, timeliness, completeness, and security of each data transmission.

5. Each party is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other party and other persons. If either party receives from the other data not intended for it, the receiving party will immediately notify the sender to arrange for its return, re-transmission, or destruction, as the other party directs.
6. Termination or expiration of this Agreement or any other contract between the parties does not relieve either party of its obligations under this Agreement and under federal and state laws and regulations pertaining to the privacy and security of Individually Identifiable Health Information nor its obligations regarding the confidentiality of proprietary information.
7. The Trading Partner may authorize one or more intermediaries to electronically send or receive MassHealth data on its behalf. Every such intermediary must first be bound by written agreement with the Trading Partner to comply with applicable law and regulations, with the current applicable Specifications Addenda and Companion Guides, and with the terms of this Agreement. The Trading Partner agrees and represents that it will disclose its provider number, user ID number, password, and any other means that enable MassHealth data to be transmitted to or received from the Division, only to intermediaries with whom it has such agreements, or to members of its workforce, whom the Trading Partner has authorized to receive and transmit data on its behalf. The Trading Partner will be bound by and responsible for the acts and omissions of all such persons in the exchange of electronic data with the Division. The Trading Partner shall notify the Division of any event, such as the termination of its relationship with a previously authorized employee or intermediary, that may require action to foreclose submission and receipt of transactions by persons no longer authorized by the Trading Partner to act on its behalf. Use of an intermediary shall not relieve the Trading Partner of any risks or obligations assumed by it under this or any other agreement with the Division, or under applicable law and regulations. The Trading Partner will bear all costs resulting from its use of intermediaries.
8. This Agreement shall take effect and be binding on the Trading Partner and the Division when signed by the Trading Partner and received by the Division. In case of conflict between this Agreement and any prior contracts between the parties, including prior versions of this Agreement, this Agreement will prevail.

Trading Partner Authorized Signature
[manual signature required – no facsimile]

Printed Name of Signer

Date

Telephone Number

E-mail Address