

Transactions Trading Partner Intends to Submit/Receive	Check All Transactions Requested
837 Professional Claims/Encounter	
837 Dental Claims/Encounter	
837 Institutional Claims/Encounter	
835 Health Care Claim Payment Advice	

6. 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.
7. 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.
8. The Trading Partner may authorize one or more intermediaries to electronically send or receive 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 Implementation Guide and Addendum 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 data to be transmitted to or received from HSD, 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 HSD. The Trading Partner shall notify HSD 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 HSD, or under applicable law and regulations. The Trading Partner will bear all costs resulting from its use of intermediaries.
9. This Agreement shall take effect and be binding on the Trading Partner and HSD when signed by the Trading Partner and received by HSD. This Trading Partner Agreement does not replace or preclude any existing agreements between the State of New Mexico Medicaid Program and the Trading Partner. ***Every Medicaid provider must have an approved Medicaid Provider Agreement in place before any exchange of electronic data is allowed.*** Nothing in this Trading Partner Agreement shall be construed to preclude the provider's responsibilities as outlined in these agreements. 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

Title

Printed Name of Signer

Signed this _____ day of _____, 20__

Telephone Number

E-mail Address (***This Must Be Completed!***)