

Department of Health Care Services (DHCS)
Systems of Care Division (SCD)
Children's Medical Services Network (CMS Net)
Provider Electronic Data Interchange (PEDI)
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Agreement

Name Provider/Plan Requesting Approval:

Background

The CMS Net Provider Electronic Data Interchange (CMS Net PEDI) is a web-based tool that enables approved CCS providers, Medi-Cal Managed Care Plans (MCP) and Healthy Family Plans (HFP) to electronically access the status of California Children Services (CCS) and Genetically Handicapped Persons Program (GHPP) Requests for Services/Authorizations. In addition to viewing authorizations each approved provider/facility shall have the ability to print service authorization requests (SARs), denial letters, Notices of Action and generate standard reports.

Provider Responsibilities

Providers and plans wishing to participate in the CMS Net PEDI shall be aware of the following facts and requirements upon applying for access:

1. The information obtained through the CMS Net PEDI is real time.
2. The site that shall be used to access the CMS Net PEDI is best supported with Internet Explorer 8. If an alternate Internet Browser is used the SCD cannot guarantee results.
3. Each provider or plan shall have a designated PEDI liaison(s) that shall be responsible for all communication with the State Information Technology Section (ITS) for coordination of users within the organization and dissemination of CMS Net PEDI ID's and passwords. The CMS Net PEDI liaison(s) shall also be responsible for notifying the DHCS, SCD, Information Technology Section of staffing changes (provider separation, user modification, etc.) including status of their position. Such requests shall be submitted on the attached account request form, Appendix A.
4. Each provider or plan must have internal agreements at their site between services including, but not limited to: Inpatient Services, Outpatient Clinics, Emergency Services, CCS and GHPP approved Special Care Centers, and Billing services regarding the internal distribution of CCS and GHPP authorizations and CMS Net correspondences.
5. Each provider or plan must assure that they have written permission from the providers within their domain to access the providers' individual authorizations. *This requirement is not applicable to health plans.*
6. If the provider/plan is approved for CMS Net PEDI, the County and or/Regional Office will not provide hard copies of SARs, NOAs or other correspondence related to cases. Exceptions to this rule may be made for newborns using mom's Medi-Cal eligibility and technical malfunctions.
7. For MCP and HF Plans that subcontract with another Health Care Provider or Plan, the CMS Net PEDI enrolled Plan is responsible for providing the SARs, NOAs or other applicable information to the subcontracted Plan or request a CMS Net PEDI ID for each individual employed at the subcontracted Plan.
8. Where feasible each provider or plan must be willing to enter into reciprocal agreements with State and local CCS programs permitting electronic access to medical information regarding CCS and GHPP beneficiaries.

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CCS and GHPP Program Responsibilities

CCS Regional Offices, CCS County offices, the GHPP Program Office, and the SCD Information Technology Section shall work together to support CMS Net PEDI functionality.

CCS Regional Offices shall be responsible for the following:

1. Reviewing applications from providers/plans/facilities for access to CMS Net PEDI. If approved, they shall submit the application to the Information Technology Section for account assignment.
2. Work cooperatively with CCS County offices in authorizing, denying and/or canceling requests for services/authorizations ensuring that authorizations, denials and cancellations are completed in a timely manner.

CCS County offices shall be responsible for the following:

1. Work cooperatively with their designated Regional Office with respect to entering requests for service.
2. Enter requests for service into CMS Net Web in a timely manner ensuring that authorizations, denials and cancellations are completed in a timely manner.

The SCD Information Technology Section shall be responsible for the following:

1. Daily maintenance of the CMS Net PEDI application.
2. Assignment of user ID's and passwords upon receipt of approved application.
3. Resetting of passwords for providers and Plans.

Providers and plans desiring access to CMS Net PEDI shall complete the attached forms and submit them to the appropriate Regional Office for review. Following is a brief description of each form:

Attachment A: HIPAA Business Associate Agreement – This agreement is required to meet the Health Insurance Portability and Accountability Act regulations. This form shall be completed for each provider/plan/facility (domain) and signed by the designated CMS Net PEDI Liaison(s).

Attachment B: Access Activation, Modification, and Deactivation Request – This is the form that shall be submitted to obtain user id's and passwords for each provider (domain). This form shall be used for initial requests and subsequent requests that require a modification or deletion of a user id/password.

Attachment C: Provider Identification – This form shall accompany the Access Activation, Modification, Deactivation Request form and shall identify all National Provider Identification (NPI) numbers that are associated with the provider/facility (domain). Attachment C(a) is provided for facilities with a large volume of NPIs to submit. *Attachment C is not applicable to Healthy Families or Medi-Cal Managed Care Health Plans.*

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Attachment C(a): Additional Provider Identification – This form shall be used to list additional NPI numbers and shall accompany Attachment C.

Attachment D: Oath of Confidentiality – This form shall accompany the Access Activation, Modification, Deactivation Request form for each requested CMS Net PEDI user ID and password. Please request one ID for each individual person.

Application Processing:

Application packages shall be **mailed** to the appropriate Regional Office geographically located closest to your office/headquarters. Out of State providers or providers that have multiple offices throughout the State may submit applications to the Information Technology Section. After review of the submitted application and determination is made, contact will be made with the identified PEDI Liaison advising of approval or denial via secure email. Please ensure complete contact information is submitted on the application, including email address.

Address	Telephone
Sacramento Regional Office Program Manager California Department of Health Care Services Systems of Care Division 1515 K Street, Suite 400 MS 8100 Sacramento, CA 95814	(916) 327-3100
Northern California Regional Office Program Manager California Department of Health Care Services Systems of Care Division 1515 Clay Street, Suite 401 Oakland, CA 94612	(510) 286-0757
Southern California Regional Office Program Manager California Department of Health Care Services Systems of Care Division 311 South Spring Street, Suite 01-11 Los Angeles, CA 90013	(213) 897-3574
Information Technology Section California Department of Health Care Services Systems of Care Division 1515 K Street, Suite 400 MS 8100 Sacramento, CA 95814	(916) 327-2378 or (866) 684-8449

By signing below, the CMS Net PEDI Liaison acknowledges that he/she has read and understands the protocols in this document.

_____ **CMS Net PEDI Liaison Signature**

_____ **Date**

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Business Associate Agreement

Attachment A

This Agreement is entered into by the California Department of Health Services (DHCS), Systems of Care Division, hereinafter referred to as SCD, and _____, hereinafter referred to as the Business Associate to implement the Children's Medical Services Network (CMS Net) Provider Electronic Data Interchange, hereinafter referred to as CMS Net PEDI. The effective date of this Agreement is _____. This Agreement is entered into notwithstanding that both DHCS and the Business Associate are Covered Entities as defined in 45 Code of Federal Regulations (CFR) Section 160.103. The purpose of this agreement is to provide the Business Associate with access to Service Authorization Requests (SARs), Denial Letters and Notices of Action issued to the Business Associate in the Children's Medical Services Network, hereinafter referred to as CMS Net. These disclosures to the Business Associate are being made for purposes of treatment, payment, and health care operations and are limited to the amount of information that is reasonably necessary to achieve these purposes in accordance with the provisions of 45 CFR Sections 164.506 and 164.514. Notwithstanding any other provision of this Agreement, DHCS can terminate the Agreement without cause at any time by informing the Business Associate of such termination in writing.

1. Recitals

- A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- B. DHCS wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. Under this Agreement, the Business Associate of DHCS and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and uses or discloses PHI.
- E. DHCS and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- F. The purpose of the Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- G. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

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In exchanging information pursuant to this Agreement, the parties agree as follows:

2. Permitted Uses and Disclosures of PHI by Business Associate.

- A. *Permitted Uses and Disclosures.* Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS.
- B. *Specific Use and Disclosure Provisions.* Except as otherwise indicated in this Addendum, Business Associate may:
- Use and disclose for management and administration.* Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Responsibilities of Business Associate.

Business Associate agrees:

- A. *Nondisclosure.* Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DHCS; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DHCS with information concerning such safeguards as DHCS may reasonably request from time to time.
- C. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Agreement.

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- D. *Reporting of Improper Disclosures.* To report to DHCS within twenty-four (24) hours during a work week, of discovery by Business Associate that PHI has been used or disclosed other than as provided for by this Agreement.
- E. *Business Associate's Agents.* To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DHCS, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI; and to incorporate, when applicable, the relevant provisions of this Agreement into each subcontract or subaward to such agents or subcontractors.
- F. *Availability of Information to DHCS and Individuals.* To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within 15 days of receipt of the request by producing the records or verifying that there are none.
- G. *Amendment of PHI.* To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DHCS.
- H. *Internal Practices.* To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS's compliance with the HIPAA regulations.
- I. *Documentation of Disclosures.* To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. *Notification of Breach.* During the term of this Agreement, to notify DHCS immediately upon discovery of any breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person. Immediate notification shall be made to the DHCS duty officer by pager at 916-328-3605. Written notice shall be provided to the DHCS Security Officer and the DHCS Privacy Officer within two (2) business days of discovery. Business Associate shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall

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investigate such breach and provide a written report of the investigation to the DHCS Privacy Officer within thirty (30) working days of the discovery of the breach at the address below:

Privacy Officer
c/o Office of Legal Services
California Department of Health Care Services
P.O. Box 997413, MS 0011
Sacramento, CA 95899-7413

Business Associate shall additionally provide a copy of the written report of investigation to:

Chief
Information Technology Section
Systems of Care Division
1515 K Street, Suite 400
MS 8100
Sacramento, CA 95814

- K. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Addendum by employees who assist in the performance of functions or activities on behalf of DHCS under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Addendum, including by termination of employment.

4. Obligations of DHCS.

DHCS agrees to:

- A. *Notice of Privacy Practices.* Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR 164.520, as well as any changes to such notice. Visit this Internet address to view the most current Notice of Privacy Practices: <http://www.dhcs.ca.gov/hipaa>.
- B. *Permission by Individuals for Use and Disclosure of PHI.* Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.* Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.* Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

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5. Audits, Inspection and Enforcement.

From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of any provision of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does DHCS's:

- (a) Failure to detect or
- (b) Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS's enforcement rights under this Agreement.

6. Termination.

A. *Termination for Cause.* Upon DHCS's knowledge of a material breach of this Agreement by Business Associate, DHCS shall either:

- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS;
- (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- (3) If neither cure nor termination are feasible, the DHCS Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. *Judicial or Administrative Proceedings.* DHCS may terminate this Agreement, effective immediately, if (i) Business Associate is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Business Associate has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws is made in an administrative or civil proceeding in which the Business Associate is a party.

C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

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7. Miscellaneous Provisions.

- A. *Disclaimer.* DHCS makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.* The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS's request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by DHCS pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.* Business Associate shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Business Associate and/or its subcontractor, employee, or agent, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. *No Third-Party Beneficiaries.* Nothing express or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

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- F. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.* The respective rights and obligations of Business Associate under Section 6.C of this Agreement shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

DHCS, SCD Representative

Business Associate/CMS Net PEDI Liaison

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

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 Access Activation, Modification, Deactivation Request

Attachment B

This form is to be used by providers and health plans to request access to requests for service/service authorization information in PEDI. This request will result in the assignment of a user identification (ID) and password. The form is also to be used to request modification or deactivation of a user ID. Please fill in the appropriate checkboxes, complete the required information for all requests, and attach a signed Confidentiality Oath for each person you add to the list.

User Identification Information			
Select One	Staff Person Name	Position/Title	Confidentiality Oath
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete			<input type="checkbox"/> Signed <input type="checkbox"/> Attached
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete			<input type="checkbox"/> Signed <input type="checkbox"/> Attached
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete			<input type="checkbox"/> Signed <input type="checkbox"/> Attached
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete			<input type="checkbox"/> Signed <input type="checkbox"/> Attached
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete			<input type="checkbox"/> Signed <input type="checkbox"/> Attached
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete			<input type="checkbox"/> Signed <input type="checkbox"/> Attached

Name of Provider/Plan:			
Name of PEDI Liaison:		Liaison Telephone Phone:	
Title:		Liaison FAX Phone:	
Liaison E-Mail Address:			
Street Address:			
City:		State:	
Zip:			

Questions? Contact the appropriate Regional Office Program Manager at:
SACRAMENTO REGIONAL OFFICE: (916) 327-3100
NORTHERN CALIFORNIA REGIONAL OFFICE: (510) 286-0757
SOUTHERN CALIFORNIA REGIONAL OFFICE: (213) 897-3574

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 National Provider Identification (NPI) Form

Attachment C

In accordance with item #5, Provider Responsibilities in the Protocol document, you shall maintain written permission from the providers within your domain to access their individual authorizations. This form is used to provide the NPIs associated with your domain. List all NPIs that your domain shall require access to. There is no limit on the number of NPIs you can submit. Please submit additional provider ids on Attachment C(a) as necessary. **Please note if you are requesting more than 25 ID's, you will be requested to provide the list as an Excel worksheet or alternative electronic format.**

Select One	Provider/Facility Name	NPI
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete		
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<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete		
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete		

Name of Provider/Plan:			
Name of PEDI Liaison:		Liaison Telephone Phone:	
Title:		Liaison FAX Phone:	
Liaison E-Mail Address:			
Street Address:			
City:		State:	
Zip:			

Questions? Contact the appropriate Regional Office Program Manager at:
SACRAMENTO REGIONAL OFFICE: (916) 327-3100
NORTHERN CALIFORNIA REGIONAL OFFICE: (510) 286-0757
SOUTHERN CALIFORNIA REGIONAL OFFICE: (213) 897-3574

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 Additional National Provider Identification (NPI) Form

Attachment C(a)

(This form is to be used for additional NPIs that do not fit on Attachment C.) **Please note if you are requesting more than 25 NPIs you will be requested to provide the list as an Excel worksheet or alternative electronic format.**

Select One	Provider/Facility Name	NPI
<input type="checkbox"/> Add <input type="checkbox"/> Modify <input type="checkbox"/> Delete		
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