

POINT OF SERVICE (POS) DEVICE USAGE AGREEMENT

This agreement is required for providers selecting a POS device. Providers selecting a POS device must also complete the *Medi-Cal Point of Service (POS) Network/Internet Agreement*.

- I.** The California Department of Health Services (DHS) will provide the use of one POS device and associated equipment by the Medi-Cal provider (**Provider Name**): _____
(**Provider Number**) _____ at no cost. The Provider agrees that this device and associated equipment shall remain the property of DHS.
- II.** Provider agrees that the POS device and associated equipment may not be sold, leased, altered or used for any purpose other than submitting eligibility or claims-related transactions, as identified in paragraph VI, to the California Medi-Cal program without the written authorization of the chief of the DHS Payment Systems Division.
- III.** Provider agrees that the POS device and associated equipment will be returned upon the earliest of (i) request by DHS, (ii) inactivation of Medi-Cal provider status, including involuntary inactivations by DHS, (iii) halt of Medi-Cal practice or cessation of service to Medi-Cal recipients, or (iv) movement of the practice or place of business outside the State of California or border states (Nevada, Oregon, Arizona).
- IV.** Provider agrees, as a condition to submit actual Medi-Cal eligibility or claims-related transactions via a POS device, to perform testing as required by DHS and as documented in the *POS Device User Guide*. Provider acknowledges that multiple tests may be required to activate the full functionality of the device and that all testing must be successfully concluded before the device will be activated.
- V.** Provider agrees that, prior to the successful completion of testing as required by paragraph IV, all malfunctions will be reported using the phone number and/or address documented in the *POS: Installation Instructions* section (for the Hypercom T-7 device) or *Assembly and Installation* section (for the VeriFone Omni 3300 device) in the *POS Device User Guide*. Provider further agrees that after the successful conclusion of testing all malfunctions will be reported using the phone number and/or address documented in the *POS Device User Guide*.
- VI.** Provider agrees to limit the usage of the POS device to the following Medi-Cal eligibility and claims-related transactions as are defined in the *POS Device User Guide*:
- A. Verification of Medi-Cal eligibility
 - B. Share of Cost clearance
 - C. Medi-Service reservations
 - D. Submission of Pharmacy claims (may only be performed by providers enrolled to submit Medi-Cal claims on the *Pharmacy/Medical Supplies Claim Form*)
 - E. Submission of ANSI ASC X12N 837 professional claims (may only be performed by providers enrolled to submit Medi-Cal claims on the Medi-Cal Medical Services claim form)
 - F. Submission of other transactions as may be subsequently permitted by DHS and as documented in the *POS Device User Guide*.

Provider acknowledges that failure to limit the usage of the POS device to the transactions described above may, at a minimum, result in DHS requiring the return of the device and associated equipment to DHS or its designated agent(s). If the device is not returned in a timely manner, the Provider/Representative agrees to have the \$700 cost of the device deducted from future reimbursement.

I, the undersigned, am authorized and do attest and agree to all of the terms and conditions of this agreement.

Printed Name of Signee

Authorized Signature

Title

Date