

# NETWORK SERVICE AGREEMENT

## Billing Service

## Clearinghouse

## Vendor

Third party agents that represent providers, including NSVs, certain value-added networks, clearinghouses, and a classification of billing agents that will send and receive Medicare electronic transactions, must sign an agreement. Billing services acting as a business associate for a provider who is the initiator of Medicare claims and the final recipient of Medicare Remittance advices should not be considered a billing agent and therefore are not subject to the provisions of signing the NSV agreement.

The third party provider agent agrees that:

1. All beneficiary-specific information is confidential and subject to the provisions of the Privacy Act of 1974, which requires Federal information systems to establish appropriate safeguards to ensure the security and confidentiality of individually identifiable records. This includes eligibility information, claims, remittance advice, online claims correction, and any other transaction where any individually identifiable information applicable to a Medicare beneficiary is processed or submitted electronically;
2. It has no ownership rights and is not a user of the data, but merely a means of transmitting data between users that have a need for the data and are already identified as legitimate users under a "routine use" of the system; that is, disclosure for purposes that are compatible with the purpose for which Medicare collects the information;
3. The beneficiary data submitted to them by the A/B MAC, DME MAC or CEDI are owned by Medicare;
4. It will not disclose any information concerning a Medicare beneficiary to any person or organization other than (a) an authorized Medicare provider making an inquiry concerning a Medicare beneficiary who is the provider's patient, (b) CMS, or (c) CMS' A/B MAC, DME MAC or CEDI;
5. It will promptly notify the A/B MAC, DME MAC or CEDI of any unauthorized disclosure of information about a Medicare beneficiary and will cooperate to prevent further unauthorized disclosure;
6. The data will not be stored for any duration longer than that required to assure that they have reached their destination, and no more than 30 days for any purpose;
7. It has identified to the A/B MAC, DME MAC or CEDI in writing of any instances where it would need to view Medicare data in order to perform its intended tasks under the agreement. It will not view the data unless it is absolutely necessary to perform its intended tasks;
8. It will not prepare any reports, summary or otherwise, based on any individual aspect of the data content. For example, data cannot be viewed or manipulated by connectivity vendors to create reports for providers, that function is reserved for a provider's clearinghouse or billing service. Reports may be written, however, on data externals or summaries such as the number of records transmitted to a given receiver on a given date;
9. It will guarantee that an authorized user may be deleted within 24 hours in the event that person leaves their employment, no longer has a need to access this information, or there is a possible security breach;
10. No incoming or outgoing electronic data interchange (EDI) will be conducted unless authorization for access is in writing, signed by the provider, submitted to the provider's A/B MAC, DME MAC or CEDI and each provider has a valid EDI enrollment form on file with that CMS contractor;
11. It has safeguards in place to assure each eligibility response is sent only to the provider that initiated the inquiry;
12. It has safeguards in place to assure that all other outbound transactions such as the TA1 interchange acknowledgment, ASC X12 999-E implementation acknowledgement accepted functional groups/transaction sets with errors, ASC X12 999-R implementation acknowledgement rejected functional groups/transaction sets, ASC X12 999-A implementation acknowledgement clean functional acknowledgments, ASC X12 277CA claims acknowledgment, ASC X12 835 electronic remittance advice, and the ASC X12 277 claim status inquiry response received from the A/B MAC or CEDI are sent only to the appropriate authorized entity;
13. It will furnish, upon request, documentation that assures the above privacy and security concerns are being met;



# NETWORK SERVICE AGREEMENT (continued)

14. It will adhere to the regulations on security and privacy standards for health information under HIPAA, and extended to all business associates of a covered entity per ARRA (see section 20 in Publication 100-4 Chapter 24 of the IOM for a review of these legislative references);
15. It will require its subcontractors, agents, and business associates to comply with all applicable current requirements of this agreement as well as any future requirements or changes to this agreement; and
16. It will comply with CMS Internet policy. (CMS does not permit the transmission of protected health data between providers and other parties who are not Medicare contractors over the Internet unless it is authenticated and encrypted. The CMS policy requires written notification of intent from organizations anticipating use of the Internet. The CMS reserves the right to require the submission of documentation to demonstrate compliance with requirements, or to conduct on-site audits to ascertain compliance.) All third Party provider agents must complete this section.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Contact Name \_\_\_\_\_

Contact Telephone Number and Extension \_\_\_\_\_

Website Address \_\_\_\_\_

Fax Number \_\_\_\_\_

Existing Submitter Number \_\_\_\_\_

Name of Vendor \_\_\_\_\_

Name of Software Product \_\_\_\_\_

Please choose one of the following:

Vendor                      Clearinghouse                      Billing Service  
Direct Data Entry (DDE) third party agent (not requesting submitter ID)

Assign a new submitter ID to send files and receive remits  
Assign a new submitter ID to send files only (Send Only)  
Assign a new ERA receiver ID (Receive Only)

Transactions you support:

ANSI ASC X12N 837 Claims  
ANSI ASC X12 835 Remittance  
ANSI ASC X12N 276 Claim status and ANSI ASC X12 277 Claim Status Files

Please check all contracts to which you will provide services:

Part A Ohio      Part B Ohio      Part A Kentucky      J15 Home Health and Hospice

**NOTE:** Federal law shall govern both the interpretation of this document and the appropriate jurisdiction and venue for appealing any final decision made by CMS under this document. This document shall become effective when signed by the third party agent. The responsibilities and obligations contained in this document will remain in effect as long as electronic data interchange is being conducted with an A/B MAC, DME MAC or CEDI. Either party may terminate this arrangement by giving the other party thirty (30) days' notice of its intent to terminate.

**SIGNATURE:** The signatory hereto represents and warrants that he/she is duly authorized to sign, execute, and deliver this Agreement on behalf of the party it represents for the Medicare Program and to commit the provider to abide by the laws, regulations and the program instructions of Medicare. I authorize the above listed entities to communicate electronically with CGS on my behalf.

Sole Proprietor or Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Signed by \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Once you have completed the application form, please retain a copy for your records and fax or mail the original to the address listed below.**

**Fax (preferred method):**

**Attn:** CGS Electronic Data Interchange (EDI)

**Ohio Part A:** 1.615.664.5945

**Ohio Part B:** 1.615.664.5927

**Home Health & Hospice:**  
1.615.664.5947

**Kentucky Part A:** 1.615.664.5943

**Kentucky Part B:** 1.615.664.5917

**Mail:** J15 EDI Correspondence  
CGS  
PO Box 20018  
Nashville, TN 37202