



Network Service Vendor (NSV) Agreement

Third party agents that represent providers, including NSVs, certain value-added networks, clearinghouses, and billing agents that will obtain Medicare beneficiary eligibility data, must sign an agreement that includes the following wording:

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 eligibility data submitted to them by the carrier, DMERC, FI, or other contractor if designated by CMS 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' carriers, DMERCs, FIs, or other contractors as designated by CMS;
5. It will promptly notify the carrier, DMERC, FI, or other contractor if designated by CMS 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 carrier, DMERC, FI, or other contractor if designated by CMS 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. 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. It will specify in writing other standards of performance, including, but not limited to, how quickly a user may be added to the network;
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 carrier, DMERC, intermediary, or other contractor if designated by CMS, 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 will furnish, upon request, documentation that assures the above privacy and security concerns are being met;
- 13. It will adhere to the regulations on security and privacy standards for health information under the Health Insurance Portability and Accountability Act of 1996;
- 14. 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
- 15. It will comply with CMS Internet policy. (CMS does permit the transmission of protected health data between providers and other parties who are not Medicare contractors over the Internet if 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.)

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 a carrier, DMERC, FI, or other contractor if designated by CMS. Either party may terminate this arrangement by giving the other party thirty (30) days notice of its intent to terminate.

SIGNATURE: I am authorized to sign this document on behalf of the indicated party, and I have read and agree to the forgoing provisions and acknowledge same by signing below.

Sole Proprietor or Company Name: _____

Address: _____

City/State/Zip code: _____

Signed By: _____
(signature)

Printed Name: _____

Title: _____

Date: _____

Carrier, Intermediary: Wisconsin Physician Service (WPS)



Check all lines of business that apply:

Part A J5 [] Part B J5 [] Part B Legacy [] Part A Legacy [] Other []

Contact name: _____

WPS Submitter ID(s): _____

Contact Phone #: _____

Contact's email: _____

Customer IP address Range _____

Type of Entity:

Billing Service []

Connectivity Vendor []

Clearinghouse []

Other (be specific) [] _____

Please mail or fax this completed form to:

Medicare Part A & B J5 MAC

(IA, KS, MO, NE)

WPS Medicare EDI

1717 West Broadway

Madison, WI. 53713

Fax: (608) 223-3824

Phone: (866) 503-9670

Medicare Part A Legacy

(Multiple States)

WPS Medicare EDI

PO Box 1602

Omaha, NE 68101

Fax: (402) 351-6188

Phone: (866) 734-6656

Medicare Part B

(IL, MI, MN, WI)

WPS Medicare EDI

912 N Pentecost Drive

Marion, IL 62959

Fax: (618) 998-5170

Phone: (877) 567-7261