



WPS/TRICARE
1717 W. Broadway
P.O. Box 8128
Madison, WI 53708

Dear TRICARE FOR LIFE Contractor:

Thank you for choosing the electronic method for submission of healthcare claims. Wisconsin Physicians Service requires that all new Contractors (e.g. Billing Services or Clearinghouses) sign, and have on file with WPS, an "EMC Contractor Agreement to Submit Electronic Medical Claim to Wisconsin Physicians Service insurance Corporation" prior to claims submission. Write your entities name in the space provided on the first page of the agreement.

Please sign and return two (2) sets of this agreement, either by fax or send an original signature to::

WPS Electronic Data Services
P.O. Box 8128
1717 W. Broadway
Madison, WI 53708-8128

A copy will be returned to you once signed by WPS authorized personnel, and one copy will remain with WPS.

If you self registered as a submitter through the WPS Trade Partner System (WTPS), please provide the submitter number assigned to you: _____

If you have any question regarding this agreement, please contact our EDI Marketing staff at 1-800-782-2680, option 4.

Thank You

Electronic Data Service
Wisconsin Physicians Service

EMC CONTRACTOR AGREEMENT TO SUBMIT ELECTRONIC MEDIA TRICARE FOR LIFE CLAIMS TO WISCONSIN PHYSICIANS SERVICE INSURANCE CORPORATION

It is hereby agreed between Wisconsin Physicians Service Insurance Corporation (hereinafter referred to as WPS), acting as the Fiscal Intermediary under the applicable TRICARE Region Contract(s) and the U.S. Department of Defense, and acting in that capacity to provide Fiscal Intermediary services for TRICARE MANAGEMENT ACTIVITY (hereinafter referred to as TMA), and the undersigned independent contractor, _____ (hereinafter referred to as "Contractor") that Contractor shall receive from health care providers, and via electronic media, submit to WPS claims for processing by WPS which deal with health care services rendered to beneficiaries of TRICARE. This Agreement is subject to all of the terms and conditions set forth below.

TERMS AND CONDITIONS

1. In transmitting Electronic Media Claims ("EMC"), Provider will transmit such claims edited and formatted according to the specifications indicated within the most current ANSI X12 837 WPS-TRICARE Companion Guide supplied by WPS. Provider understands the WPS EMC Companion Guide is proprietary and is authorized for use only by Provider and its employees working on its behalf to transmit such EMC and that any other use or distribution of the WPS EMC Companion Guide is strictly prohibited without the express written consent of WPS. WPS shall be the final authority in resolving any disputes about how electronic data shall be submitted.
2. Contractor agrees to not allow a provider to submit EMC electronically until written approval is received from WPS as to their eligibility. Providers so authorized are those who have executed a Provider EMC Agreement (attached) to submit TRICARE EMC to WPS for acceptance and payment of EMC. WPS reserves the right to refuse for any reason to accept EMC from any provider at any time. In addition, Contractor agrees to cease submitting EMC from any specific provider within twenty-four (24) hours after Contractor receives written notice from WPS or TMA that the provider is no longer certified for EMC submission to WPS.
3. Contractor agrees that WPS, representatives of WPS, TMA, representatives of TMA or the U.S. Department of Defense, or their designees, have the right to audit, inspect, copy, and confirm any source documents, or copies thereof, in the possession of Contractor and which relate to claims submitted to WPS electronically, including, but not limited to, medical records, claim forms and charge data (this is not applicable if the provider maintains all original source documents).
4. Contractor agrees to maintain all original source documents submitted by the provider. Contractor will ensure that each EMC submitted to WPS can be readily associated with all source documents in an auditable fashion for no less than seventy-two (72) months following the date of TRICARE payment by WPS. (This is not applicable if the provider maintains all original source documents.) All medical records will be maintained according to the laws of the state in which the health care services were provided. This requirement survives the termination of this Agreement.
5. Contractor agrees to establish and maintain procedures and controls so that information concerning TRICARE beneficiaries, or any information obtained from TMA or WPS, shall not be used by Contractor or Contractor's agents, officers, or employees except as provided in Federal Regulation 32CFR 199 (TRICARE), the Freedom of Information Act and the Privacy Act, and the Alcohol, Drug and Abuse, and Mental Health Administration Reorganization Act (42 U.S.C. Section 290dd-2). Contractor agrees not to disclose any information concerning a TRICARE beneficiary to any person or organization other than the Secretary of Defense, his designees or agents, and WPS, without the express advance written consent of the TRICARE beneficiary or his lawful representative.
6. **CONTRACTOR UNDERSTANDS THAT THE SUBMISSION OF AN ELECTRONIC MEDIA CLAIM TO WPS IS A CLAIM FOR TRICARE PAYMENT AND THAT ANY MISREPRESENTATION OR FALSIFICATION OF RECORDS RELATING TO THAT CLAIM**

IS SUBJECT TO PROSECUTION UNDER FEDERAL CRIMINAL AND CIVIL LAWS AND, UPON CONVICTION, MAY RESULT IN FINES AND/OR IMPRISONMENT.

7. This Agreement shall be effective for one (1) year from the date of signature and will automatically be renewed each year, unless terminated in accordance with this Agreement.

If the applicable TRICARE Region Contract terminates prior to the above indicated dates, this Agreement will terminate simultaneously for those states which the terminating TRICARE program contract governs, unless WPS and TMA agree to the contrary in which event termination shall occur on the date specified in a written notice of termination delivered to the Contractor. This Agreement will continue in effect for the duration of the remaining applicable TRICARE Region Contract, if any, for the states which the remaining TRICARE Region Contract governs.

This Agreement may also be terminated by either party at any time upon providing at least ninety (90) days advance written notice to the other party. If this Agreement is not terminated during the contract term of the applicable TRICARE Fiscal Intermediary contract it shall be automatically renewed from year to year thereafter under the terms and conditions of this Agreement. This Agreement may also be terminated at any time by the mutual written consent of the parties.

8. Contractor agrees that WPS will test Contractor's EMC submissions against validity and consistency edits as defined in the most current ANSI X12 837 WPS-TRICARE Companion Guide supplied by WPS. WPS will accept all valid EMC which meet such edit requirements and return errant submissions to Contractor for correction. If three percent (3%) or more of the EMC in a transmission contain errors, Contractor will be notified in writing. If Contractor exceeds the three percent (3%) error rate for five (5) consecutive transmissions, WPS shall have the options to suspend Contractor from submitting EMC until the errors are corrected or to terminate this Agreement. If errors are found on EMC already accepted by WPS, these EMC will not be returned to Contractor, and WPS will work directly with providers as necessary to remedy the situation.

Providers will be notified, in writing, of corrections required and will have at least five (5) working days from the date of notification, to make necessary corrections or face possible suspension from WPS EMC program or termination by WPS of the providers Provider Agreement to Transmit Electronic Media Claims to Wisconsin Physician's Service Insurance Corporation for Transmission to TRICARE Managed Care Support Contractor with WPS.

9. If WPS returns any EMC submission or individual claim record to Contractor, agrees to take appropriate action to assure correction of data prior to EMC resubmission to WPS. The EMC submission will be corrected in accordance with the specific formats and edits defined in the WPS EMC users guide supplied by WPS.
10. There is no charge or fee per claim charged by the Contractor to WPS under the terms and conditions of this Agreement.
11. Contractor agrees not to divulge to any source, information concerning WPS' EMC claims experience, including volume, pass/fail rates, format changes, etc., or any historical data without WPS advance written consent.
12. The WPS personnel to whom Contractor shall respond with respect to any matter relating to this Agreement are as follows:
 - a. With respect to business or legal matters (including notices to be given pursuant to this Agreements terms):

William T. Bathke
WPS TRICARE Contracting Officer
c/o Wisconsin Physicians Service Ins. Corp.
P.O. Box 8190

1717 W. Broadway
Madison, WI 53708-8190

Copy to:

Jeffery Blum
Director, EDI Department
c/o Wisconsin Physicians Service Ins. Corp.
P.O. Box 8128
1717 W Broadway
Madison, WI 53713

b. With respect to technical system matters:

Wisconsin Physicians Service
Electronic Data Services
P.O. Box 8128
Madison, WI 53708-8128

All notices to be given to Contractor pursuant to this Agreement and all other correspondence sent to Contractor by WPS, shall be addressed to the individual named and the mailing address indicated in Contractor's signature space below. All required notices shall be sent by certified mail, postage prepaid, return receipt requested. All notices shall be deemed to have been received on the third (3rd) day after the date said notice was mailed.

13. Upon request of the U.S. Department of Defense or TRICARE, Contractor agrees to supply WPS with copies of the written authorization from providers authorizing Contractor to submit claims on their behalf, including, but not limited to, EMC, and the written particulars of the financial arrangement between Contractor and providers for whom Contractor submits TRICARE EMC to WPS, at no expense to WPS.
14. This Agreement may not be modified or changed orally. All modifications must be in writing signed by both parties.
15. The interpretations and legal effect of this Agreement shall be governed by the laws of the State of Wisconsin. The parties agree that any proceedings arising out of this Agreement shall be brought before Dane County Circuit Court or U.S. District Court for the Western District of Wisconsin having jurisdiction over this matter.
16. This Agreement shall be binding upon, and inure to the benefit of the successors, assigns and legal representatives of each of the parties hereto. However, it shall not be assigned by either party without the advance written consent of the other party.
17. It is agreed that the relationship of the parties is that of independent contractors and this Agreement does not constitute either part as agent, partner or employee of the other party.
18. This Agreement incorporates the following Federal Acquisition Regulation (48 CFR Chapter 1) clauses by reference, with the same force and effect as if they were given in full text. Upon request, WPS will make their full text available.

<u>FAR PARAGRAPH</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation - General	Mar 1986
52.222-26	Equal Opportunity	Apr 1984
52.203-12	Limitation on Payment to Influence Certain Federal Transactions	Jan 1990
52.227-1	Authorization and Consent	July 1995

19. Mere delay or failure to exercise any right or remedy will not operate as a waiver of such right or remedy hereunder, and no waiver of any default shall be deemed a waiver of any other default or of future performance of this Agreement in its entirety.
20. In the event any term or condition of this Agreement is held to be legally invalid or unenforceable, such term or condition shall be deemed severed from this Agreement and the remaining terms and conditions shall remain unaffected.
21. The parties agree to comply with applicable statutes, rules and regulations of all regulatory authorities having jurisdiction over the parties' activities, and each party shall, whenever necessary, maintain at its own expense, all required licenses and/or certificate of authority to transact business and to perform its duties and obligations under this Agreement.
22. By executing this Agreement below, Contractor agrees to all of the terms and conditions of this Agreement.
23. Each party agrees to indemnify, defend, and hold harmless the other party, its directors, officers, employees and agents from and against any and all liability to third parties, including defense costs and reasonable legal fees incurred, in connection with claims for damages of any nature whatsoever arising directly from its negligent or intentionally wrongful performance or failure to perform its duties and obligations under this Agreement.

CONTRACTOR NAME

WISCONSIN PHYSICIANS SERVICE
INSURANCE CORPORATION

Mailing Address

By _____

By _____

Name (Print)

Name (Print)

Title: _____

Title: _____

Date: _____

Date: _____

E-Mail Address

Contact Person (Please Print)