



Dear WPS 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, an "Contractor Agreement to Submit Electronic Medical Claim For Reimbursement by 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, with original signatures to:

Wisconsin Physicians Service
Electronic Data Service
P.O. Box 8128
1717 W. Broadway
Madison, WI 53708-8128

An original 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 6.

Thank You

Electronic Data Services
Wisconsin Physicians Service

**CONTRACTOR AGREEMENT TO SUBMIT
ELECTRONIC MEDIA CLAIMS
FOR REIMBURSEMENT BY
WISCONSIN PHYSICIANS SERVICE INSURANCE CORPORATION**

It is hereby agreed between Wisconsin Physicians Service Insurance Corporation (hereinafter referred to as WPS), and the undersigned independent contractor, _____ (hereinafter referred to as "Contractor") that the Contractor shall receive claims data from health care providers and, via electronic media, submit to WPS claims for WPS health plan subscribers and dependents. This agreement is subject to all of the terms and conditions set forth below.

TERMS AND CONDITIONS

1. In submitting Electronic Media Claims (EMC) to WPS, Contractor agrees to submit these claims edited and formatted according to the specifications indicated within the users' guide is proprietary and is authorized for use only by Contractor and its employees working on its behalf to submit claims to WPS. Any other use or distribution of the WPS EMC users' guide is strictly prohibited without the express written consent of WPS. WPS shall be the final authority in resolving any discrepancies on how electronic data shall be submitted.
2. Contractor agrees to not allow a provider to submit electronically until written approval is received from WPS as to their eligibility. Providers so authorized are those who have executed a Provider Agreement (Exhibit A) to submit WPS EMC to Wisconsin Physicians Service Insurance Corporation in the format attached hereto as Attachment "A" and who have cleared WPS internal provider review standards for acceptance and payment of EMC submitted claims. 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 that the provider is no longer certified for EMC submission to WPS.
3. Contractor agrees that WPS, or representatives of WPS, have the right to audit 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 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 payment by WPS. (This is not applicable if the provider maintains source documents.) All medical records will be maintained according to the laws of the state in which the 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 WPS subscribers and dependents, or any information obtained from WPS, shall not be used by Contractor or Contractor's Agents, officers, or employees except as provided in the Freedom of Information Act and the Privacy Act, as amended, and the Regulations prescribed thereunder, and the Drug Abuse Office and Treatment Act (42 U.S.C. s290ee-3), and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act (42 U.S.C. s290dd-3). Contractor agrees not to disclose any information concerning a WPS subscriber to any person or organization other than WPS, without the express written permission of the WPS subscriber or his lawful representative.
6. CONTRACTOR UNDERSTANDS THAT THE SUBMISSION OF AN ELECTRONIC MEDIA CLAIM TO WPS IS A CLAIM FOR WPS PAYMENT AND THAT ANY MISREPRESENTATION OR FALSIFICATION OF RECORDS RELATING TO THAT CLAIM IS SUBJECT TO PROSECUTION UNDER FEDERAL CRIMINAL AND CIVIL LAWS AND THE LAWS OF THE STATE OF WISCONSIN, AND, UPON CONVICTION, MAY RESULT IN FINES AND/OR

IMPRISONMENT.

7. This Agreement may be terminated by either party at any time upon ninety (90) days advance written notice to the other party. If this Agreement is not terminated by either party, it shall be automatically renewed from year to year thereafter under the terms of this Agreement.

The 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 submission against validity and consistency edits as defined in the EMC user's guide provided by WPS. WPS will accept all valid claims which meet such edit requirements and return errant submissions to Contractor for correction. If three percent (3%) error rate for five (5) consecutive transmissions, WPS shall have the options to suspend Contractor from submitting EMC claims until the errors are corrected or to terminate this Agreement. If errors are found on claims already accepted by WPS, these claims 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 five (5) working days from the date of notification, to make necessary corrections or face possible suspension from the EMC program or termination of the Provider's EMC Agreement.
9. If WPS returns any submission or individual claim record, Contractor agrees to take appropriate action to assure correction of data prior to resubmission to WPS. The submission will be corrected in accordance with the specific formats and edits defined in the EMC user's guide supplied by WPS.
10. There is no charge per claim to WPS under the terms of this agreement.
11. In the event that data formats or edits or other procedures require change due to WPS requirements, WPS will forthwith provide to Contractor notification of the change and new specifications for the changes required. The change will have to be completed within a specified time period. Within the time period specified, all test submissions will have to be successfully processed against validity and consistency edits defined by WPS in the notification of change. In the event that the changes are not completed in the specified time frame, the Contractor will be suspended from submitting electronic media claims (EMC) to WPS.
12. 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 written consent.
13. 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 agreement terms):
 - b. With respect to technical system matters:

EMC Coordinator
Wisconsin Physicians Service
PO Box 8190
1717 West Broadway
Madison, Wisconsin 53708-8190

All notices to be given to Contractor pursuant to agreement terms, and all other correspondence to Contractor, 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.

14. Upon request of WPS, Contractor agrees to supply WPS with copies of the written authorization from providers authorizing Contractor to submit claims on their behalf and the written particulars of the financial arrangement between Contractor and providers for whom Contractor submits WPS EMC.
15. This Agreement may not be modified or changed orally. All modifications must be in writing signed by both parties.
16. The interpretation and legal effect of this Agreement shall be governed by the laws of the State of Wisconsin.
17. 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 written consent of the other party.
18. It is agreed that the relationship of the parties hereto is that of independent contractors and this Agreement does not constitute either party as agent, partner or employee of the other party.
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 provision of this Agreement is held to be legally invalid or unenforceable, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected.
21. By executing this Agreement below, Contractor agrees to all of the terms and conditions of the Agreement. Contractor further agrees to begin to submit claims electronically to WPS only after Contractor has received a written notice from WPS stating permission to do so has been granted.

Contractor

WISCONSIN PHYSICIANS SERVICE
INSURANCE CORPORATION

Mailing Address

By
Signature and Title of
Authorized Officer

By
WPS Authorized Signature

Date

Date