

**MEDICARE SYSTEM ACCESS AGREEMENT (VISIONSHARE)**

**AUTHORIZATION PAGE**

**READ THE ATTACHED TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING THIS AUTHORIZATION PAGE. YOUR SIGNATURE INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN WPS AND PROVIDER, AND SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN AND ANY OTHER COMMUNICATIONS RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE MODIFIED. ANY CHANGES TO THIS DOCUMENT SHALL BE VOID AND UNENFORCEABLE UNLESS INITIATED BY WPS AND EXPRESSLY AGREED TO IN WRITING BY BOTH PARTIES.**

**RECITAL**

**THIS AGREEMENT IS FOR THOSE PROVIDERS WHO NEED TO ACQUIRE ACCESS TO WPS'S SYSTEM THROUGH VISIONSHARE USING DIRECT DATA ENTRY (DDE) SOFTWARE.**

THIS MEDICARE REMOTE SYSTEM ACCESS AGREEMENT ("Agreement") is entered into as of the day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ ("Provider") and Wisconsin Physicians Service, having its principal place of business at Wisconsin Physicians Service PO Box 1602 Omaha, Nebraska 68101.

Provider is authorized, upon paying the Fees identified below and in the attached General Terms and Conditions, to access the selected computer systems for the purposes identified below. The General Terms and Conditions shall govern Provider's access to and use of the computer systems.

Fees.

Within thirty (30) days following receipt of invoice, Provider agrees to pay charges associated with the installation, administration and its on-going use of a third-party communications network, as billed by Mutual. There are currently no Fees associated with this Agreement.

Computer Systems.

Common Working File (CWF)  
Medicare Shared Maintenance System (SMS)

System Use Functions.

Claims Inquiry    Claim Entry/Edit  
CWF Inquiry        Error Suspense Correction

Provider Name: \_\_\_\_\_

Provider Number: \_\_\_\_\_ NPI Number: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**MEDICARE SYSTEM ACCESS AGREEMENT (VISIONSHARE)  
GENERAL TERMS AND CONDITIONS**

1. **DEFINITIONS.**

- A. "System" shall mean the computer system(s) identified on the Authorization page, for Provider remote inquiry and claims entry.
- B. Host Computer shall mean the computing facilities owned and operated by WPS and located in Omaha, Nebraska.

2. **DUTIES OF MUTUAL.** WPS shall:

- A. Provide Provider access to the System on the Host Computer in accordance with the terms and conditions as set forth herein.
- B. Make the System generally available between the hours of 7:00 a.m. and 5:30 p.m. Central Standard Time (or Central Daylight Time, when appropriate), Monday through Friday, exclusive of WPS recognized holidays.
- C. Inform Provider in advance of major System changes and provide Provider instructions and procedures for implementing the changes.

3. **DUTIES OF PROVIDER.** At its own expense, Provider shall:

- A. Install the equipment and software as specified by VisionShare.
- B. Use the System in accordance with the manuals and other appropriate written documentation furnished by WPS to make claim inquiries and administrative entries on patients of Provider, served by Mutual.
- C. Pay those Fees identified on the Authorization Page within thirty (30) days following receipt of invoices. WPS may increase the Fees upon thirty (30) days' advance written notice to Provider.
- D. Reimburse WPS for any taxes (exclusive of personal property tax and taxes based on WPS's net income) or similar assessments, including interest and/or penalties thereon, assessed against WPS with respect to this Agreement.
- E. Be exclusively responsible for the supervision, management and control of Provider's use of the System.
- F. Be exclusively responsible for the review and use of the results obtained from the System.
- G. Be exclusively responsible for the completeness and accuracy of the data input to the System.
- H. Be exclusively responsible for maintaining communications equipment compatibility, in accordance with VisionShare requirements.
- I. Advise WPS of any suspected problems in the operation of the System.
- J. Comply with all applicable laws and regulations, including without limitation the Privacy Act, 5 USCA §§552(a) et. seq.
- K. Provider shall cause Exhibit A, Electronic Data Interchange (EDI) Enrollment Form, attached hereto, and incorporated herein by this reference, to be completed.

4. **DISCLAIMER OF WARRANTY.** WPS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SYSTEM, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. **LIMITATION OF DAMAGES.**

- A. WPS provides the System for Provider's use "as is" and WPS shall have no liability for any commercial or business damage to Provider for any cause whatsoever, regardless of the form of action, whether in contract or in tort (including negligence), for the use of the System provided at no charge to the Provider.
- B. In no event will WPS be liable for any damages caused by any third party or Provider's failure to perform Provider's responsibilities or for any claim or demand against Provider by any other party.

6. **OWNERSHIP AND RELATED RIGHTS.** The System, all documentation and know-how furnished under this Agreement may include information which is proprietary and confidential.

- A. Proprietary Information shall mean all information disclosed or authorized to be disclosed by WPS to Provider, which at the time it was communicated to Provider was not rightfully in Provider's possession and was not common general knowledge and shall remain Proprietary Information as long as it does not become general knowledge, except by disclosure by Provider in contravention of its obligations under this Agreement.
- B. Provider agrees to hold in strictest confidence all Proprietary Information received and shall not reproduce or otherwise copy any such information, nor shall it disclose any such information or know-how to any third party or parties without the prior written consent of Mutual.
- C. Provider shall take appropriate action, by instruction, agreement or otherwise, to safeguard the secrecy of all such Proprietary Information and fulfill its obligations under this Agreement.

7. **INDEMNIFICATION.** Provider agrees to indemnify and hold WPS and its affiliated Companies, or any officers, directors, agents or employees thereof harmless, from and against any and all liabilities, damages, losses, expenses, suits, fines or judgments, including, but not limited to, attorneys' fees, costs and expenses incident thereto, which may be suffered by, accrued against, be charged to or recoverable from WPS and its affiliated Companies, or any officers, directors, agents or employees thereof, by reason of or arising out of the improper use of the System, or in any other way arising from the breach of this Agreement by, or any negligent or intentional act of, Provider, its officers, directors, agents or employees.

8. **MISCELLANEOUS.**

- A. Unless otherwise agreed in writing, this Agreement shall terminate thirty (30) days following notice from one party to the other of its intent to terminate this Agreement.
- B. It is mutually understood and agreed that monetary obligations incurred under this Agreement prior to termination will survive termination of this Agreement.
- C. This Agreement is not assignable by Provider. Any attempt by Provider to assign or transfer any of the rights, duties or obligations of this Agreement is void.
- D. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska, without giving effect to the principles thereof relating to the conflicts of laws.
- E. Provider shall contact VisionShare at 1-612-460-4310 if it experiences problems with connectivity to the Systems.

## **EXHIBIT A**

### **EDI Enrollment Form**

- A. The provider agrees to the following provisions for submitting Medicare claims electronically to CMS or to CMS' carriers, DMERCs, or FIs:
1. That it will be responsible for all Medicare claims submitted to CMS or a designated CMS contractor by itself, its employees, or its agents;
  2. That it will not disclose any information concerning a Medicare beneficiary to any other person or organization, except CMS and/or its carriers, DMERCs, FIs, or another contractor if so designated by CMS without the express written permission of the Medicare beneficiary or his/her parent or legal guardian, or where required for the care and treatment of a beneficiary who is unable to provide written consent, or to bill insurance primary or supplementary to Medicare, or as required by State or Federal law;
  3. That it will submit claims only on behalf of those Medicare beneficiaries who have given their written authorization to do so, and to certify that required beneficiary signatures, or legally authorized signatures on behalf of beneficiaries, are on file;
  4. That it will ensure that every electronic entry can be readily associated and identified with an original source document. Each source document must reflect the following information:
    - Beneficiary's name;
    - Beneficiary's health insurance claim number;
    - Date(s) of service;
    - Diagnosis/nature of illness; and
    - Procedure/service performed.
  5. That the Secretary of Health and Human Services or his/her designee and/or the carrier, DMERC, FI, or other contractor if designated by CMS has the right to audit and confirm information submitted by the provider and shall have access to all original source documents and medical records related to the provider's submissions, including the beneficiary's authorization and signature. All incorrect payments that are discovered as a result of such an audit shall be adjusted according to the applicable provisions of the Social Security Act, Federal regulations, and CMS guidelines;
  6. That it will ensure that all claims for Medicare primary payment have been developed for other insurance involvement and that Medicare is the primary payer;
  7. That it will submit claims that are accurate, complete, and truthful;
  8. That it will retain all original source documentation and medical records pertaining to any such particular Medicare claim for a period of at least six years, three months after the bill is paid;
  9. That it will affix the CMS-assigned unique identifier number (submitter identifier) of the provider on each claim

electronically transmitted to the carrier, DMERC, FI, or other contractor if designated by CMS;

10. That the CMS-assigned unique identifier number (submitter identifier) constitutes the provider's legal electronic signature and constitutes an assurance by the provider that services were performed as billed;
11. That it will use sufficient security procedures (including compliance with all provisions of the HIPAA security regulations) to ensure that all transmissions of documents are authorized and protect all beneficiary-specific data from improper access;
12. That it will acknowledge that all claims will be paid from Federal funds, that the submission of such claims is a claim for payment under the Medicare program, and that anyone who misrepresents or falsifies or causes to be misrepresented or falsified any record or other information relating to that claim that is required pursuant to this agreement may, upon conviction, be subject to a fine and/or imprisonment under applicable Federal law;
13. That it will establish and maintain procedures and controls so that information concerning Medicare beneficiaries, or any information obtained from CMS or its carrier, DMERC, FI, or other contractor if designated by CMS shall not be used by agents, officers, or employees of the billing service except as provided by the carrier, DMERC, or FI (in accordance with §1106(a) of Social Security Act (the Act));
14. That it will research and correct claim discrepancies;
15. That it will notify the carrier, DMERC, FI, or other contractor if designated by CMS within two business days if any transmitted data are received in an unintelligible or garbled form.

**B. The Centers for Medicare & Medicaid Services (CMS) agrees to:**

1. Transmit to the provider an acknowledgment of claim receipt;
2. Affix the FI/carrier/DMERC or other contractor if designated by CMS number, as its electronic signature, on each remittance advice sent to the provider;
3. Ensure that payments to providers are timely in accordance with CMS' policies;
4. Ensure that no carrier, DMERC, FI, or other contractor if designated by CMS may require the provider to purchase any or all electronic services from the carrier, DMERC, or FI or from any subsidiary of the carrier, DMERC, FI, other contractor if designated by CMS, or from any company for which the carrier, DMERC, or FI has an interest. The carrier, DMERC, FI, or other contractor if designated by CMS will make alternative means available to any electronic biller to obtain such services;
5. Ensure that all Medicare electronic billers have equal access to any services that CMS requires Medicare carriers, DMERC, FIs, or other contractors if designated by CMS to make available to providers or their billing services, regardless of the electronic billing technique or service they choose. Equal access will be granted to any services the carrier, DMERC, FI, or other contractor if designated by CMS sells directly, or indirectly, or by arrangement;
6. Notify the provider within two business days if any transmitted data are received in an unintelligible or garbled form.

**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 provider. The responsibilities and obligations contained in this document will remain in effect as long as Medicare claims are submitted to the carrier, DMERC, FI, or other contractor if designated by CMS. Either party may terminate this arrangement by giving the other party thirty (30) days written notice of its intent to terminate. In the event that the notice is mailed, the written notice of termination shall be deemed to have been given upon the date of mailing, as established by the postmark or other appropriate evidence of transmittal.

**C. Signature**

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

Provider Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

By \_\_\_\_\_  
(Signature) (Printed name)

Title \_\_\_\_\_

Date \_\_\_\_\_