Network Service Vendor Agreement

Third party agents that represent providers, including NSVs, certain value-added networks, 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 is 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 acknowledgment accepted functional groups/transaction sets with errors, ASC X12 999-R implementation acknowledgment rejected functional groups/transaction sets, ASC X12 999-A implementation acknowledgment clean functional acknowledgments, ASC X12 277CA claim acknowledgment, ASC X12 835 electronic remittance advice, and the ASC X12 277 claim status request 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;
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 above 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.)
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.

I. All third party provider agents must complete this section: All fields marked with * are required and must be completed.

<table>
<thead>
<tr>
<th>*SOLE PROPRIETOR OR COMPANY NAME</th>
<th>*TAX ID OR EIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>*ADDRESS</td>
<td>*CITY</td>
</tr>
<tr>
<td>*CONTACT NAME</td>
<td>**TELEPHONE</td>
</tr>
<tr>
<td>WEBSITE ADDRESS</td>
<td>EMAIL ADDRESS</td>
</tr>
<tr>
<td>NAME of VENDOR</td>
<td>NAME OF SOFTWARE PRODUCT</td>
</tr>
</tbody>
</table>

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 First Coast Service Options, Inc on my behalf.

*Signed By: _____________________________________________________
 (signature)        (printed name)

*Title: ______________________________________________________ Date:____________________________

II. *Please choose by clicking check box:

☐ I am a Vendor. (software vendors do not receive submitter ID)

☐ I am a Direct Data Entry (DDE) third party agent (not requesting submitter ID).

☐ I am a Billing Service or ☐ I am a Clearinghouse that will be submitting claims directly to Medicare.

☐ Assign a new submitter ID: (SEND and RECEIVE)
   OR

☐ Assign a new submitter ID: (SEND ONLY)

☐ Assign a new ERA Receiver ID: (RECEIVE ONLY)

☐ I am currently using existing submitter ID __________________________

☐ Update submitter address and/or contact information (see above in section I)

☐ Update demographic information (see above in section I)

☐ Vendor change only. Name of software vendor: __________________________

☐ Delete Submitter or Receiver ID: __________________________

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III. What features do you support? Click all that apply: (not required for DDE)

☐ ANSI ASC X12N 837 claim files

☐ Retrieve ANSI ASC X12N 835 remittance files

   ERA will be setup for any providers linking to your submitter ID unless an exception is requested.

☐ ANSI ASC X12N 276 claim status files and receive ANSI ASC X12N 277 claim status files.

Provide services to the following contracts. Click all that apply:

Part A: ☐ FL ☐ PRVI

Part B: ☐ FL ☐ PR ☐ VI

IV. ABILITY | PC-ACE™

☐ Enroll for ABILITY | PC-ACE™ (only check if enrolling for the Medicare-issued software)

SOFTWARE TERMS:

- First Coast Service Options, Inc (First Coast) is authorized to distribute ABILITY | PC-ACE™ (to include Import and ETRA) (herein referred to as the “Program”) to authorized users. ABILITY | PC-ACE™ software programs are copyrights of Medlink Technologies. The Program is distributed for the purpose of creating electronic Medicare claim files only. Any use not authorized herein is strictly prohibited, including but not limited to, making copies of any part of the Program, reselling or transferring copies to any party, or creating any modified or derivative work.

- The Program is provided "as is" without warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability or fitness for particular purpose.

- In no event will First Coast be liable for any loss or damage, including but not limited to incidental or consequential damages, arising out of the use or inability to use the Program even if First Coast has been advised of the possibility of such damages, or for any claim by any other party.

- The authorized user will upgrade this Program within 90 days of upgrade availability. This is a CMS requirement.

- The authorized user will provide the necessary office space, all electrical and telephone connections, hardware, telecommunication software and equipment that adhere to the technical requirements located at: [http://medicare.fcso.com/ABILITY | PC-ACE™_software/](http://medicare.fcso.com/ABILITY | PC-ACE™_software/)

- Internet download is the preferred method of software installation. Internet download is free, instructions will be provided and upon processing of this enrollment. Signup for eNews at [www.medicare.fcso.com](http://www.medicare.fcso.com). If you choose to receive the Program in CD-ROM format, you will be invoiced annually each October, do not send payment with this request. ABILITY | PC-ACE™ releases four quarterly updates.

☐ Request CD-ROM ☐ Request Internet download *Email and Fax required for internet download

*AUTHORIZED OFFICIAL ORIGINAL SIGNATURE (add after you print the form)

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Note: All new requests require at least one client to register with a signed EDI enrollment form

Complete form, print, sign, date and mail or fax all pages of this form to the address/fax below

Medicare EDI (First Coast)
PO Box 44071-19T
Jacksonville, FL 32231-4071
or Fax: (904) 361-0470

This form should be accompanied by EDI Enrollment form

[medicare.fcso.com](http://medicare.fcso.com)