



CMS EDI Enrollment Agreement Form

This agreement establishes the terms and conditions governing a Medicare provider's or supplier's¹ participation in Electronic Data Interchange (EDI) with the Centers for Medicare & Medicaid Services (CMS) and/or its designated CMS contractor.² EDI may include claims and claims attachments, remittances, eligibility/benefits, claim status, and any other electronically transmitted CMS federal program information (including but not limited to any Title XVIII of the Social Security Act (Medicare) information transmitted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Transactions and Code Set standards adopted by the Department of Health and Human Services (HHS)).

A. The provider agrees to:

1. Establish and maintain procedures and controls to ensure that information concerning Medicare beneficiaries, or any information obtained from CMS or its CMS contractors, shall not be used or disclosed by the provider, its agents, officers, billing services, clearing houses and vendors (including any HIPAA business associate), except as authorized by CMS in this agreement and as permitted or required by applicable law;
2. Use sufficient security procedures (including compliance with the HIPAA security regulations) to ensure that all electronic transmissions are authorized and protect all beneficiary-identifiable information from improper access;
3. Notify the CMS contractor or CMS within one business day if any transmitted information is received in an unreadable or garbled form;
4. Comply with the following provisions for submitting and retrieving/receiving Medicare information electronically to/from CMS or CMS contractors:
 - a) Accept full accountability for all Medicare transactions submitted to CMS by the provider, including, but not limited to, its employees, agents, and subcontractors including HIPAA business associates;
 - b) Not disclose any information concerning a Medicare beneficiary to any other person or organization, except CMS and/or CMS contractors, without the express written permission of the Medicare beneficiary or his/her parent or legal guardian. Exceptions to this requirement are permitted under HIPAA, specifically 45 CFR § 164.506, for purposes of treatment, payment, or health care operations, or where required by State or Federal law. Permissible disclosures include those necessary for the care and treatment of a beneficiary who is unable to provide written consent, or to bill insurance primary or supplementary to Medicare;
 - c) Submit claims only on behalf of those Medicare beneficiaries who have given their written permission to do so, and to certify that required beneficiary signatures, or legally authorized signatures on behalf of a beneficiary, are on file;
 - d) Submit/request electronic transactions only for Medicare beneficiaries with whom the provider has an established direct or indirect healthcare treatment relationship as defined in 45 CFR § 164.501;
 - e) Understand that when a provider cites the CMS-assigned unique identifier number (trading partner/submitter identifier), for claims submission purposes, it constitutes an assurance by the provider that services were

¹ All subsequent references to provider are meant to encompass both provider and supplier.

² All references of 'CMS contractor' refer to the Medicare Administrative Contractors (MACs) and the Common Electronic Data Interchange (CEDI) contractor.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0983. The time required to complete this information collection is estimated to average (hours) (minutes) per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Baltimore, Maryland 21244-1850

performed as billed;

- f) Ensure every electronic claim can be readily associated and identified with an original source document. Each source document must reflect the following information:

- Beneficiary's name;
- Beneficiary's Medicare Beneficiary Identifier;
- Date(s) of service;
- Diagnosis/nature of illness;
- Procedure/service ordered and/or performed;

5. Acknowledge that the Secretary of HHS or his/her designee and/or the CMS contractor have 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 signature. All incorrect payments, underpayments, or overpayments, that are discovered as a result of such an audit shall be adjusted according to the applicable provisions of the Social Security Act, federal law and regulations, and CMS guidelines;
6. Ensure all claims submitted to Medicare as the primary payer have been thoroughly evaluated for any other insurance coverage and that Medicare's status as the primary payer is confirmed;
7. Submit claims that are accurate, complete, and truthful;
8. Retain all original source documentation and medical records pertaining to any such particular Medicare claim for a period of at least 75 months after the bill is paid;
9. Research and correct claim discrepancies. Common types of discrepancies include, but are not limited to, incorrect patient information, inaccurate billing codes, missing signatures, or incomplete medical documentation;
10. Affix the CMS-assigned unique identifier number (trading partner/submitter identifier) of the provider on each claim electronically transmitted to the CMS contractor;
11. 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 all claims, whether submitted by me or my designated billing company, comply with all applicable Medicare laws, regulations, and program instructions for payment, including but not limited to the Federal Anti-Kickback Statute and the Physician Self-Referral Law (commonly known as the Stark Law). I understand that any individual who knowingly (as defined in 31 U.S.C. § 3729, or as "knowing" is used in 18 U.S.C. § 287 of the False Claims Act) presents or causes to be presented, or knowingly makes, uses, or causes to be made or used, a false record or statement material to a false or fraudulent claim that is required to be submitted pursuant to this agreement may bear responsibility under federal civil and/or criminal law, which may result in a monetary judgment, other penalties or fines, and/or imprisonment;
12. Participate in electronic remittance transactions and agree to notify the CMS contractor of any changes in third-party services that the provider has authorized to access this information on its behalf via the CMS EDI Enrollment Registration Form;
13. Use a Network Service vendor for eligibility verification transactions and agree to notify the CMS contractor of any changes in third-party service arrangements via the CMS EDI Enrollment Registration Form;
14. Complete CMS EDI Enrollment Attestation Form (10164C) to participate in EDI;
15. Complete recertification as required.

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

1. Transmit to the provider an acknowledgment of claim receipt;
2. Affix the CMS contractor 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 it will not require a provider to purchase any electronic services from itself, from any of its subsidiaries,

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or from any company in which the CMS contractor has a financial interest. In any instance in which such services may be necessary to conduct EDI or would otherwise be beneficial for a provider, the CMS contractor will make alternative means available to any provider or electronic biller to obtain such services;

5. Ensure that all Medicare electronic billers have equal access to any services that CMS requires CMS contractors 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 CMS contractor sells directly, or indirectly, or by arrangement;
6. Notify the provider within one business day if any transmitted information is received in an unreadable or garbled form.

NOTICE: Federal law and applicable regulation and guidance, including IOM Pub. 100-04, Chapter 24, Section 30.2, 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. Except as otherwise provided herein, the responsibilities and obligations articulated in this document remain in effect as long as a provider submits Medicare claims or any other EDI transactions to CMS or the CMS contractor. Either party may terminate this arrangement by giving the other party thirty (30) days written notice of its intent to terminate, except as noted in applicable regulation and guidance, including IOM Pub. 100-04, Chapter 24, Section 30.2; as provided herein, certain provisions will survive a termination. 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.

Legal Business Name of Provider/Supplier: _____

Address: _____

City/State/ZIP: _____

Billing Provider Number (Provider Transaction Access Number - PTAN): _____

National Provider Identifier (NPI) Number: _____

Trading Partner/Submitter ID (if applicable): _____

Print Name: _____

Signature: _____

Title: _____

Date: _____

Email Address: _____