



Medicare Advantage Organization

Electronic Data Interchange Agreement Form

MANAGED CARE ELECTRONIC DATA INTERCHANGE (EDI) AGREEMENT FORM

ONLY for the Collection of Encounter Data and/or

With Medicare Advantage Eligible Organizations

The eligible organization agrees to the following provisions for submitting Medicare encounter data electronically to The Centers for Medicare & Medicaid Services (CMS) or to CMS contractors.

A. **The Eligible Organization Agrees:**

1. That it will be responsible for all Medicare encounter data submitted to CMS 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 contractors, 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 ensure that every electronic entry can be readily associated and identified with an original source document.
4. That the Secretary of Health and Human Services or his/her designee and/or the contractor has the right to audit and confirm information submitted by the eligible organization and shall have access to all original source documents and medical records related to the eligible organization's submissions, including the beneficiary's authorization and signature.
5. Based on best knowledge, information, and belief, that it will submit encounter data that are accurate, complete, and truthful.
6. That it will retain all original source documentation and medical records pertaining to any such particular Medicare encounter data for a period of at least 6 years, 3 months after the encounter data is received and processed.
7. That it will affix the CMS-assigned unique identifier number of the eligible organization on each encounter data electronically transmitted to the contractor.
8. That the CMS-assigned unique identifier number constitutes the eligible organization's legal electronic signature.
9. That it will use sufficient security procedures to ensure that all transmissions of documents are authorized and protect all beneficiary-specific data from improper access.
10. That it will establish and maintain procedures and controls so that information concerning Medicare beneficiaries, or any information obtained from CMS or its contractor, shall not be used by agents, officers, or employees of the billing service except as provided by the contractor (in accordance with §1106(a) of the Act).
11. That it will research and correct encounter data discrepancies.
12. That it will notify CMS or its contractor within 2 business days if any transmitted data are received in an unintelligible or garbled form.



B. The Centers for Medicare & Medicaid Services Agrees To:

1. Transmit to the eligible organization an acknowledgment of encounter data receipt.
2. Affix the intermediary/carrier number, as its electronic signature, on each response/report sent to the eligible organization.
3. Ensure that no CMS contractor may require the eligible organization to purchase any or all electronic services from the CMS contractor or from any subsidiary of the CMS contractor or from any company for which the CMS contractor has an interest.
4. The contractor will make alternative means available to any electronic biller to obtain such services.
5. Ensure that all Medicare electronic transmitters have equal access to any services that CMS requires Medicare contractors to make available to eligible organizations or their billing services, regardless of the electronic billing technique or service they choose. Equal access will be granted to any services the contractor sells directly, indirectly, or by arrangement.
6. Notify the provider within 2 business days if any transmitted data are received in an unintelligible or garbled form.

NOTICE:

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 eligible organization. The responsibilities and obligations contained in this document will remain in effect as long as Medicare encounter data are submitted to CMS or the contractor. Either party may terminate this arrangement by giving the other party (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.

| | |
|-------------------------------|--|
| Contract Number: | |
| Eligible Organization's Name: | |
| Address: | |
| City/State/ZIP: | |
| Phone: | |
| Email: | |
| Signature: | |
| Printed Name: | |
| Title: | |
| Date: | |

cc: Regional Offices

Please retain a copy of all forms submitted for your records.

Complete and mail this form with original signature to:

**Medicare Advantage EDI Agreement
CSSC Operations AG-570
2300 Springdale Drive Bldg. One
Camden, SC 29020-1728**

**Phone (877) 534-2772
www.cssoperations.com**