

## **Medicare Advantage Organization Electronic Data Interchange Agreement**

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

### **A. The Eligible Organization Agrees:**

1. That it will be responsible for all Medicare and/or Medicaid data submitted to CMS by itself, its employees, and/or its agents.
2. That it will use adequate security procedures to ensure that all transmissions of electronic data are secure and protect all beneficiary-specific data from unauthorized access, as required by the HIPAA Security regulations (45 C.F.R. Parts 160 and 164, subparts A and C).
3. That it will establish and maintain procedures and controls so that information concerning Medicare and/or Medicaid beneficiaries, or any information obtained from CMS or its contractor, shall not be used by the eligible organization, its employees or agents, except as provided by the contractor and in accordance with all applicable State and Federal laws.
4. That the Secretary of Health and Human Services (HHS), his/her designee and/or contractors designated by HHS; has the right to inspect, audit and confirm information submitted by the eligible organization and shall have access at all reasonable times, to all original source documents, and medical records, when applicable, related to the eligible organization's submissions, including the beneficiary's authorization and signature.
5. That it will affix the CMS-assigned unique identifier number of the eligible organization on each file electronically transmitted to CMS. Affixing the CMS-assigned unique identifier number constitutes the eligible organizations' legal electronic signature.
6. That it will ensure that every electronic entry can be readily associated and identified with an original source document. That it will retain all original source documentation, and medical records, when applicable, pertaining to any such particular Medicare and/or Medicaid data for a period of at least 10 years after the data is received and processed.
7. That it will research and correct discrepancies in the event that a record or file is rejected or found to be in error.
8. That it will notify CMS or its designated contractor within 2 business days if the eligible organization receives any data from that contractor or CMS in an unintelligible or garbled form.
9. That it will not disclose any information concerning a Medicare and/or Medicaid beneficiary to any other person or organization, except CMS and/or its contractors, without the express written permission of the 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 and/or Medicaid, or as required by State or Federal law.
10. Based on best knowledge, that it will submit data that are accurate, complete, and truthful.

**B. The Centers for Medicare and/or Medicaid Services Agrees To:**

1. Transmit to the eligible organization an acknowledgment of receipt.
2. 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.
3. Ensure that Medicare and/or Medicaid eligible organizations have equal access to any services that CMS requires Medicare and/or Medicaid contractors to make available to eligible organizations, regardless of the electronic billing technique or service they choose.
4. Notify the eligible organization within 2 business days if it receives any electronic data from that eligible organization 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 and/or Medicaid data are submitted to CMS or the contractor. CMS may suspend or revoke authorization to submit data at any time if the eligible organization fails to abide by the terms of this Agreement. 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 eligible organization, doing business as the eligible organization, and I have read and agree to the foregoing provisions and acknowledge same by signing below.

Eligible Organization Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Contract Number \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Please retain a copy of all forms submitted for your records. In the event you choose to mail this document please complete, sign and mail to:

**Mailing Address:**  
EDI Agreement  
CSSC Operations – AG570  
P.O. Box 100275  
Columbia, SC 29202-3275

**Express Mailing Address:**  
EDI Agreement  
CSSC Operations – AG570  
2300 Springdale Drive, Bldg. One  
Camden, SC 29020-1728

In the event you have questions, please contact CSSC Operations at 1-877-534-2772 or by Email at [csscoperations@palmettogba.com](mailto:csscoperations@palmettogba.com).