

The network service 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 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 data submitted to the network service by the contractor 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.) HCFA or c.)HCFA's contractors.

5. It will promptly notify the contractor 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 contractor in writing 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. 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. Other standards of performance, including, but not limited to, how quickly a user may be added to the network, must be specified in writing.

10. No incoming or outgoing electronic data interchange (EDI) will be conducted unless authorization for access is in writing and signed by the provider, and each provider has a valid EDI enrollment form on file.

11. It will furnish, upon request, documentation that assures the above privacy concerns are being met.

12. It understands that final regulations on security and privacy standards for health information under the Health Insurance Portability and Accountability Act of 1996 will be forthcoming. It will adhere to those regulations when they become effective.

NOTICE:

Federal law shall govern both the interpretation of this document and the appropriate jurisdiction and venue for appealing any final decision made by HCFA under this document.

This document shall become effective when signed by the network service. The responsibilities and obligations contained in this document will remain in effect as long as electronic data interchange is being conducted with HCFA or the contractor. Either party may terminate this arrangement by giving the other party (30) days notice of its intent to terminate.

Northern California NHIC office:
National Heritage Insurance Co.
EDI Department
P.O. Box 2807
Chico, CA 95927-2807
FAX (530) 896-7060

Southern California NHIC office:
National Heritage Insurance Co.
EDI Department
P. O. Box 54905
Los Angeles, CA 90054-0440
FAX (213) 593-6052

**Enrollment Form
Medicare Claims Input**

Submitter Name _____

Submitter ID _____

Telephone Number _____

FAX Number _____

Contact Person _____

E-mail Address (if you have one) _____

Format: National Standard Format _____ ANSI X12 837 _____

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.

Network Service Representative Signature (if applicable)

Effective immediately, to enroll all of your new providers for claims input, each new provider must sign this form to be activated. New providers will also need to complete an *EDI enrollment form*.

Enroll the following provider(s) for claims input:

(Use the 9 digit Medicare Provider Number)

<u>Provider ID (9 characters)</u>	<u>Printed Provider Name</u>	<u>Provider Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

NHIC

**National Heritage Insurance Company
A HCFA CONTRACTED CARRIER**