

Payer Agreement Instructions for North Carolina - MC021

Important Notes

The provider **must** be enrolled with the payer and have a valid Provider Identification Number (PIN) before completing the agreement to submit electronic claims. Please wait until the PIN has been assigned **before** completing these forms requesting submission of electronic claims. Please do not list the PIN as "pending".

To obtain a PIN for a specific payer, **the provider or Billing Service** must contact the payer's at (919) 857-4017. NDCHealth. **cannot** make this request for the provider.

- If making copies include *all* pages of this agreement and be sure they are all legible.
- Submit one agreement for each Group ID.
- Incomplete or incorrect agreements will be returned delaying enrollment and approval.
- Approval will take 4- 6 weeks. If you receive an approval letter from the payer, contact us via phone or fax a copy to us. DO NOT transmit your claims until you receive an approval letter from ProxyMed or your claims will reject.

Guidelines for completing: North Carolina- Payer ID MC021

If you are already filing electronically with this Payer and are only changing clearinghouses then you do not need to complete this agreement

Please review the Payer's instructions for additional details on completing this Agreement

Agreement: Signatures Section

Field	Instructions
<i>Provider Business Name</i>	Must match name on remittance advice
<i>Site Address, Contact Name, Mailing Address</i>	Self explanatory
<i>Signature of Authorized Agent</i>	Sign with original signature <i>Stamped or photocopied signatures will not be accepted.</i> If you are an individual provider then this must be your original signature. If this is a group then this must be signed with the original signature of the provider or authorized agent.
<i>Typed or printed name and title of Authorized Agent</i>	Name and title of person signing the agreement.
<i>Provider Number</i>	Number assigned to provider by North Carolina Medicaid.
<i>List of Individual Provider Names, Numbers and Signature if billing as a group.</i>	List individual providers with their rendering ID. <i>Each provider listed here must sign with their original signature.</i>

Return the Agreement to the Payer:

Physical address for USPS, FedEx, UPS, etc.

Providers Services
Division of Medical Assistance
2501 Mail Service Center
Raleigh, NC 27699-2501

**NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MEDICAL ASSISTANCE
INSTRUCTIONS FOR COMPLETING THE
ELECTRONIC CLAIMS SUBMISSION (ECS) AGREEMENT**

Carefully read the ECS Agreement in its entirety. The signature of the provider constitutes acceptance of the conditions for electronic submission of claims. The ECS Agreement is not transferable from one group practice to another, from one owner of a practice/facility to another or for members of a group moving to another group or solo practice. The Agreement may not be altered or marked in any way. Photo or fax copies are not accepted. **If you are already filing electronically, it is not necessary to complete this Agreement if you are only changing your clearinghouse or billing agent.**

1. Type or print in black ink and **return all copies** to the **Division of Medical Assistance**. Do not separate the copies.
2. Upon DMA approval, a signed copy will be returned to the provider. **Claims should not be submitted electronically until there is an approved ECS Agreement and transmission has been tested with EDS (DMA's fiscal agent).**
3. Provider Business Name
 - a. Enter the name of the business/practice/facility or the name of the practitioner if the business is a solo practice.
 - b. If you are currently enrolled in the N.C. Medicaid program, the provider name entered on the Agreement must match the name on the Remittance and Status Report.
 - c. If the name of the business/practice/facility has changed since enrollment, attach an explanation or call the DMA Provider Services Unit at 919-857-4017.
4. Mailing Address – Enter the address for receipt of mail if different from the site address. If either address has changed and DMA has not been notified, please attach an explanation. If the addresses on the Agreement do not match those in DMA's provider files, the ECS Agreement will be returned.
5. Signature – Original signatures are required. Signature stamps are not acceptable.
 - a. The signature of the provider is required for solo practitioners and partnerships.
 - b. The owner, business officer or an individual who has authority to enter into contracts on behalf of the provider organization must sign the Agreement.
 - c. An authorized agent such as the medical director, owner, vice president, business officer, etc., who has the authority to enter into contracts on behalf of the group must sign for the group.
 - d. When new members join a group that **already has an ECS Agreement**, simply complete page three and **add the new providers' signatures only**. Current providers do not have to sign the Agreement again.
6. Provider Number – List the number to which Medicaid payment is to be made.
7. Completion of the bottom section on page three is required if filing under a group provider number, even if there is only one practitioner in the group.
8. Before submitting electronic claims, contact the ECS unit at EDS, 1-800-688-6696 or 919-851-8888 (option "1" on the voice response menu.) Electronic claims will not process until EDS activates authorization for ECS billing. The ECS Unit must assign an authorization/logon number and verify that testing has been successfully completed.

Return the completed ECS Agreement to:

**Provider Services
Division of Medical Assistance
2501 Mail Service Center
Raleigh, NC 27699-2501**

**NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MEDICAL ASSISTANCE
ELECTRONIC CLAIMS SUBMISSION (ECS) AGREEMENT**

Provider Services 2501 Mail Service Center Raleigh, NC 27699-2501 Ph. 919-857-4017

The Provider of Medical Care ("Provider") under the Medicaid Program in consideration of the right to submit claims by paperless means rather than by, or in addition to, the submission of paper claims agrees that it will abide by the following terms and conditions:

1. The Provider shall abide by all Federal and State statutes, rules, regulations and policies (including, but not limited to: the Medicaid State Plan, Medicaid Manuals, and Medicaid bulletins published by the Division of Medical Assistance (DMA) and/or its fiscal agent) of the Medicaid Program, and the conditions set out in any Provider Participation Agreement entered into by and between the Provider and DMA.
2. Provider's signature electing electronic filing shall be binding as certification of Provider's intent to file electronically and its compliance with all applicable statutes, rules, regulations and policies governing electronic claims submission. The Provider agrees to be responsible for research and correction of all billing discrepancies. Any false statement, claim or concealment of or failure to disclose a material fact may be prosecuted under applicable federal and/or state law (P.L. 95-142 and N.C.G.S. 108A-63), and such violations are punishable by fine, imprisonment and/or civil penalties as provided by law.
3. Claims submitted on electronic media for processing shall fully comply with applicable technical specifications of the State of NC, its fiscal agent and/or the federal government for the submission of paperless claims. DMA or its agents may reject an entire claims submission at any time due to provider's failure to comply with the specifications or the terms of this Agreement.
4. The Provider shall furnish, upon request by DMA or its agents, documentation to ensure that all technical requirements are being met, including but not limited to requirements for program listings, tape dumps, flow charts, file descriptions, accounting procedures, and record retention.
5. The Provider shall notify DMA in writing of the name, address, and phone number of any entity acting on its behalf for electronic submission of the Provider's claims. The Provider shall execute an agreement with any such entity, which includes all of the provisions of this agreement, and Provider shall provide a copy of said agreement to DMA prior to the submission of any paperless claims by the entity. Prior written notice of any changes regarding the Provider's use of entities acting on its behalf for electronic submission of the Provider's claims shall be provided to DMA. For purposes of compliance with this agreement and the laws, rules, regulations and policies applicable to Medicaid providers, the acts and/or omissions of Provider's staff or any entity acting on its behalf for electronic submission of the Provider's claims shall be deemed those of the Provider, including any acts and/or omissions in violation of Federal and State criminal and civil false claims statutes.
6. The Provider shall have on file at the time of a claim's submission and for five years thereafter, all original source documents and medical records relating to that claim, (including but not limited to the provider's signature), and shall ensure the claim can be associated with and identified by said source documents. Provider will keep for each recipient and furnish upon request to authorized representatives of the Department of Health and Human Services, DMA, the State Auditor or the State Attorney General's Office, a file of such records and information as may be necessary to fully substantiate the nature and extent of all services claimed to have been provided to Medicaid

recipients. The failure of Provider to keep and/or furnish such information shall constitute grounds for the disallowance of all applicable charges or payments.

7. The Provider and any entity acting on behalf of the provider shall not disclose any information concerning a Medicaid recipient to any other person or organization, except DMA and/or its contractors, without the express written permission of the recipient, his parent or legal guardian, or where required for the care and treatment of a recipient who is unable to provide written consent, or to bill other insurance carriers or Medicare, or as required by State or Federal law.
8. To the extent permitted by applicable law, the Provider will hold harmless DMA and its agents from all claims, actions, damages, liabilities, costs and expenses, which arise out of or in consequence of the submission of Medicaid billings through paperless means. The provider will reimburse DMA processing fees for erroneous paperless billings when erroneous claims constitute fifty percent or more of paperless claims processed during any month. The amount of reimbursement will be the product of the per-claims processing fee paid to the fiscal agent by the State in effect at the time of submission and the number of erroneous claims in each submission. Erroneously submitted claims include duplicates and other claims resubmitted due to provider error.
9. Sufficient security procedures must be in place to ensure that all transmissions of documents are authorized and protect recipient specific data from improper access.
10. Provider must identify and bill third party insurance and/or Medicare coverage prior to billing Medicaid.
11. Either the Provider or DMA has the right to terminate this agreement by submitting a (30) day written notice to the other party; that violation by Provider or Provider's billing agent(s) of the terms of this agreement shall make the billing privilege established herein subject to immediate revocation by DMA; that termination does not affect provider's obligation to retain and allow access to and audit of data concerning claims. This agreement is canceled if the provider ceases to participate in the Medicaid Program or if state and federal funds cease to be available.
12. No substitutions for or alterations to this agreement are permitted. In the event of change in the Provider billing number, this agreement is terminated. Election of electronic billing may be made with execution of a new provider participation agreement or completion of a separate electronic agreement.
13. Any member of a group practice that leaves the group and establishes a solo practice must make a new election for electronic billing under his solo practice provider number.
14. The cashing of checks or the acceptance of funds via electronic transfer is certification that the Provider presented the bill for the services shown on the Remittance Advice and that the services were rendered by or under the direction of the Provider.
15. Provider is responsible for assuring that electronic billing software purchased from any vendor or used by a billing agent complies with billing requirements of the Medicaid Program and shall be responsible for modifications necessary to meet electronic billing standards.
16. Electronic claims may not be reassigned to an individual or organization that advances money to the Provider for accounts receivable that the provider has assigned, sold or transferred to the individual or organization for an added fee or deduction of a portion of the accounts receivable.

