

SERVICE BUREAU APPLICANTS

You must keep this information and conditions of enrollment for your records.

PROVIDING SERVICES

Supplier may provide claims processing and related services for one or more providers of medical care, services or supplies (customers) only pursuant to the terms and conditions of enrollment and the regulations of the Department and the written instructions or directions of its fiscal agent.

Supplier shall process the work hereunder for timely submission to the eMedNY fiscal agent in accordance with the date and claims submission deadlines of the Department's regulations.

Systems Documentation must be in place for review by the Department.

TERMINATION AND RENEWAL

Claims processing services may be terminated without cause by either the Department or supplier at any time with 30 days prior written notice.

The renewal of this enrollment shall be governed by the procedures for re-enrollment set forth in 18 NYCRR Part 504.

LIABILITY OF SUPPLIER

DOH shall not be liable for loss, destruction, or damage of supplier or customer supplied materials.

DOH shall not be liable for failure to provide claims processing, or delays in processing submitted claims.

DOH shall not be liable for either supplier's use of the Medicaid data for purpose(s) other than those listed above or supplier's inappropriate disclosure of the Medicaid data.

Supplier further agrees to hold harmless the eMedNY fiscal agent, the Department and the State of New York from any and all claims or liabilities (including but not limited to consequential damages, reimbursement of erroneous billing and reimbursement of attorney's fees) incurred as a result of any error, omission, deletion, or erroneous input data. Neither the eMedNY fiscal agent, the Department nor the State of New York shall be responsible for erroneous input caused by the provider or supplier in submitting claims.

Supplier agrees that it is responsible for any incorrect or delayed payment made to provider as a result of any error, omission, deletion, or erroneous insert caused by

supplier in the submitted data. In the event of any inconsistencies between the input data contained on the magnetic medium and any other documents, whether in claims form or otherwise, the eMedNY fiscal agent shall be entitled to rely upon the magnetic medium only for claims processing and payment purposes.

CORRECTION OF ERRORS

The eMedNY fiscal agent shall have the right to reprocess materials to correct any errors for which it may be responsible and to make administrative corrections on submitted claims to enable automated processing.

ENROLLMENT OF SUPPLIER

By enrolling as a Medicaid supplier, supplier has agreed to fulfill those tasks and responsibilities described in both the Department's Regulations at 18 NYCRR 504.3 and in the Medicaid Management Information System (MMIS) Instructions.

MAINTENANCE OF CUSTOMER RECORDS

Original material and data submitted by customers for claims processing by the supplier shall be kept and maintained by the supplier in readily reviewable form and format for a period of six years from the date of the claims submission in order to provide the Department, or other authorized agency, the ability to verify the accuracy and correctness of the claims submissions by the supplier. The supplier agrees not to accept from its customers for purposes of claims preparation any document required by law to be maintained by the customer such as original patient records, original prescriptions, etc.

PROHIBITION AGAINST ASSIGNING OR SUBLETTING CONTRACT WITHOUT CONSENT

Supplier shall not assign the contract or any payments due or to become due hereunder, and shall not sublet the contract as a whole, or in part.

CONFIDENTIAL INFORMATION

Supplier agrees not to disclose to any unauthorized person, directly or indirectly, any confidential matters, or use them other than in the course of the business or for any purpose other than submission of claims for payment for services certified as actually furnished by qualified providers. All documents that the supplier prepares, or confidential information that might be given to him or her in the course of claims processing shall remain in his or her possession on his or her premises, subject to strict security against disclosure.

WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver, alteration, or modification of any of the provisions of this enrollment shall be binding unless approved by the Department in writing.

LAW OF NEW YORK TO GOVERN

The interpretation of this enrollment shall be governed by the Laws of the State of New York.

The applicant has agreed to the information provided by the Department of Health as governed by the Laws of the State of New York as a condition of enrollment by signing the application.

REPRESENTATION AND WARRANTIES

Supplier acknowledges that it has not been induced to enter into this agreement by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference.