

## **AGENDA ITEM SUMMARY**

Department

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**Motion and Title:**

(A) **approve** an Electronic Data Interchange (EDI) Provider Trading Partner Agreement with Palmetto GBA, LLC; and

(B) **authorize** the County Administrator or his designee (Fire-Rescue Administrator) to execute the EDI Provider Trading Partner Agreement on behalf of the Board of County Commissioners.

Tricare provides benefits to current and retired members of the Military and their dependents. Palmetto GBA, LLC (PGBA, LLC) is the claim-processing agent for Tricare. Providers submitting claims to Tricare are required to execute an EDI agreement with PGBA, LLC to define the responsibilities of both parties when submitting claims electronically. This agreement will allow the third-party billing agent contracted by Palm Beach County for billing and collection services as it relates to emergency transport by Fire-Rescue, or its clearinghouse, to submit Tricare claims electronically, research patient eligibility, check the status of a claim and obtain patient explanation of benefit statements.

Since 1995, Palm Beach County Fire Rescue has contracted with a third-party billing agent for the billing and collection of emergency transport services. The current billing agent, Advanced Data Processing, Inc., has acquired a business relationship with a new clearinghouse in an effort to expedite collections. PGBA, LLC requires an EDI agreement, naming the clearinghouse, Zirmed, Inc. in Part C of the Agreement, to allow the new clearinghouse to submit claims electronically on our behalf. New contracts with TRICARE require 100% of claims to be submitted electronically.

1. PGBA, LLC Electronic Data Interchange (EDI) Provider Trading Partner Agreement

Approved By: Norman Price 10-23-06  
Fire-Rescue Administrator Date

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes\_\_\_\_\_ No\_\_\_\_\_

Budget Account No.: Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_


**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

There is no fiscal impact associated with the approval of this agreement.

C. Departmental Fiscal Review: 

### III. REVIEW COMMENTS

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

 10-31-06  
 OFMB  
 Legal Sufficiency:

**B. Legal Sufficiency:**

Shan Bunn 11-2-06  
Assistant County Attorney

**C. Other Department Review:**

Department Director

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.**

**ELECTRONIC DATA INTERCHANGE (EDI)**  
**PROVIDER TRADING PARTNER AGREEMENT**

The provider agrees to the following provisions for submitting TRICARE claims electronically to PGBA, LLC.

**A. The Provider Agrees:**

1. That it will be responsible for all TRICARE claims submitted to PGBA, LLC by itself, its employees, or its agents.
2. That it will not disclose any information concerning a TRICARE beneficiary to any other person or organization, except PGBA, LLC and/or its contractors, without the express written permission of the TRICARE 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 TRICARE, or as required by State or Federal law.
3. That it will submit claims only on behalf of those TRICARE beneficiaries who have given their written authorization to do so, and to certify that required beneficiary signatures, or legally authorized signatures on behalf of beneficiaries, are on file. For eligibility transactions, eligibility does not indicate authorization for services. Please follow TRICARE program procedures to obtain authorizations.
4. That it will ensure that every electronic entry can be readily associated and identified with an original source document. Each source document must reflect the following information:
  - Beneficiary's name,
  - Beneficiary's health insurance claim number,
  - Date(s) of service,
  - Diagnosis/nature of illness, and
  - Procedure/service performed.
5. That the Department of Defense or his/her designee and/or the contractor has the right to audit and confirm information submitted by the provider and shall have access to all original source documents and medical records related to the provider's submissions, including the beneficiary's authorization and signature. All incorrect payments that are discovered as a result of such an audit shall be adjusted according to the applicable provisions of the, Federal regulations, and TRICARE guidelines.
6. That it will ensure that all claims for TRICARE primary payment have been developed for other insurance involvement and that TRICARE is the primary payer.
7. That it will submit claims that are accurate, complete, and truthful.
8. That it will retain all original source documentation and medical records pertaining to any such particular TRICARE claim for a period of at least 7 years after the bill is paid.
9. That it will affix the PGBA, LLC assigned unique identifier number of the provider on each claim electronically transmitted to the contractor.

10. That the PGBA, LLC assigned unique identifier number constitutes the provider's legal electronic signature and constitutes an assurance by the provider that services were performed as billed.
11. 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.
12. That it will acknowledge that all claims will be paid from Federal funds, that the submission of such claims is a claim for payment under the TRICARE program, and that anyone who misrepresents or falsifies or causes to be misrepresented or falsified any record or other information relating to that claim that is required pursuant to this Agreement may, upon conviction, be subject to a fine and/or imprisonment under applicable Federal law.
13. That it will establish and maintain procedures and controls so that information concerning TRICARE beneficiaries, or any information obtained from TRICARE 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 S1106(a) of the Act).
14. That it will research and correct claim discrepancies.
15. That it will notify PGBA, LLC within 2 business days if any transmitted data are received in an unintelligible or garbled form.
16. Transmission Format. All standard transactions, as defined by Social Security Act § 1173(a) and the Transaction Rules, conducted between PGBA, LLC and Trading Partner or Business Associate, will only use code sets, data elements and formats specified by the Transaction Rules and the then current version of the PGBA, LLC Supplemental Implementation Guides. The PGBA, LLC Supplemental Implementation Guides and any updates or amendments thereto may be accessed at, [www.mytricare.com](http://www.mytricare.com), and are incorporated herein by reference. This section will automatically amend to comply with any final regulation or amendment to a final regulation adopted by HHS concerning the subject matter of this Section upon the effective date of the final regulation or amendment.

**B. PGBA, LLC Agrees To:**

1. Provide an acknowledgment of claim receipt. The acknowledgment will consist of a Claims Submission Summary Report and the Error Claims Summary Report. These reports will be provided to the direct submitter of the claims files.
2. Affix the intermediary/carrier number, as its electronic signature, on each remittance advice sent to the provider.
3. Ensure that payments to providers are timely in accordance with TRICARE's policies.
4. Ensure that no contractor may require the provider to purchase any or all electronic services from the contractor or from any subsidiary of the contractor or from any company for which the contractor has an interest. The contractor will make alternative means available to any electronic biller to obtain such services.
5. Ensure that all TRICARE electronic billers have equal access to any services that TRICARE requires TRICARE contractors to make available to providers 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 TRICARE Management Activity (TMA) under this document.

This document shall become effective when signed by the provider. The responsibilities and obligations contained in this document will remain in effect as long as TRICARE claims are submitted to PGBA, LLC. 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 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.

I have agreed to the above by signing below on this \_\_\_\_\_ day of \_\_\_\_\_, in the year of \_\_\_\_\_.

Palm Beach County Fire-Rescue  
Provider Name (please print)

59-6000785  
Provider(s) Tax ID Number

P.O. Box 862036  
Address

Orlando, FL 32886-2036  
City State Zip Code

\_\_\_\_\_  
Authorized Signature and Title  
Herman W. Brice, Fire-Rescue Administrator,  
through Robert Weisman, County Administrator

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Contact Name

Zirmed, Inc.  
Billing Service Name/Vendor

626 W. Main Street, 6th Floor  
Address

Louisville, KY 40202  
City State Zip Code

**Mailing Address:**

TRICARE PGBA, LLC  
Government Program EDI Dept FC-DEC  
PO Box 202007  
Florence, S. C. 29502-2007

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

Phan Bunn  
COUNTY ATTORNEY

If you are a group practice, please list the TRICARE provider numbers assigned by PGBA, LLC and attach to the TRICARE EMC Agreement. List the entity's name, and service/physical address and state. (Make additional copies if needed)

Provider # (with three digit suffix)	Name	Address	City	State	Zip Code