

# DATA SHARING AGREEMENT

between  
the Division of Medical Services  
Arkansas Medicaid  
and

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Insurance or Managed Care Plan Providing Medicare Part C  
("Medicare Advantage") and/or Part D Services

## WITNESSETH:

Based upon the following recitals, the Division of Medical Services and

\_\_\_\_\_ (hereinafter referred to as

"Medicare Plan"), FEI # \_\_\_\_\_, enter into this data sharing agreement.

## ARTICLE I. PURPOSE

The Centers for Medicare and Medicaid Services (CMS) has issued correspondence to Medicare Plans on the policies and procedures for initiating corrections to CMS' low-income subsidy data for plan enrollees for whom the plan has documentation about their Arkansas Medicaid eligibility or residence in an institution under a Medicaid-covered stay. CMS further has provided guidance for Medicare Advantage Special Needs Plans that cover individuals eligible for both Medicare and Medicaid, requiring such plans to verify eligibility through, among other means, a systems query to a State Medicaid eligibility data system. The purpose of this data sharing agreement is to provide the "best available evidence" (BAE) of Medicaid eligibility to the Medicare Plans through access to the Arkansas Medicaid Management Information System (MMIS), while protecting the confidentiality of the data which is transferred.

## ARTICLE II. THE PARTIES

### 2.0 Division of Medical Services

- a.) Division of Medical Services (DMS) states that it is the single state agency that administers the Arkansas Medicaid Program.
- b.) Division of Medical Services has authority to enter into this Agreement.
- c.) Division of Medical Services states that its mailing address for purposes of this Agreement is as follows:

#### **Provider Enrollment**

Gainwell Technologies  
P. O. Box 8105  
Little Rock, AR 72203-8105

### 2.1 Medicare Plan

- a.) The Medicare Plan provider states that it has authority to enter into this Agreement pursuant to its contractual arrangement with the CMS for the purpose of

determining dual eligibility of persons qualifying for the Medicare Advantage and/or Medicare Part D prescription drug program.

- b.) The Medicare Plan provider states that its mailing address for purposes of this Agreement is as follows:

Company Name: \_\_\_\_\_

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

**ARTICLE III. TERMS**

**3.0 Modifications**

This Agreement contains all the agreements of the parties and no oral representation by either party is binding. Any modifications to this Agreement must be in writing and signed by both parties prior to the effective date of the modification.

**3.1 Assignment**

Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

**ARTICLE IV. SCOPE OF WORK – DATA SHARING**

4.0 The Division of Medical Services shall allow the Medicare Plan to enroll in the Arkansas Medicaid Program by completing a [Provider Enrollment application](#). This application can be accessed [online](#) or by contacting the Provider Enrollment Unit.

4.1 The Medicare Plan will receive a welcome letter containing a provider number, and an effective date which will allow the Medicare Plan access to verify client eligibility. The Medicare Plan will not submit claims for processing.

4.2 The Medicare Plan will receive a Remittance Advice weekly of the number of eligibility verifications conducted.

**ARTICLE V. CONFIDENTIALITY, PRIVACY and SECURITY**

5.0 The Medicare Plan agrees that Arkansas Medicaid recipient information is confidential and is not to be released to the general public.

5.1 The Medicare Plan agrees not to release the information governed by these Arkansas Medicaid recipient requirements to any other state agency or public citizen without the approval of the Division of Medical Services.

5.2 The use or disclosure of information concerning recipients shall be limited to purposes directly connected with the administration of the state’s Arkansas Medicaid program and eligibility verification relating to Medicare Advantage and/or Medicare Part D plans.

- 5.3 This restriction shall also apply to the disclosure of information in summary, statistical, or other form which does not identify particular individuals.
- 5.4 Medicare Plan agrees that Arkansas Medicaid recipient and provider information cannot be re-marketed, summarized, distributed, or sold to any other organization without the express written approval of the Division of Medical Services.
- 5.5 Medicare Plan agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 C.F.R. Parts 160 through 164 that are applicable to such party as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and 42 U.S.C. §§ 1320d -1320d-8.
- 5.6 Medicare Plan must report any known breach of confidentiality, privacy, or security, as defined under HIPAA, to the Division of Medical Services Privacy and Confidentiality Officer within 48 hours of knowledge of an unauthorized act. Failure to perform may constitute immediate termination of contract.

**ARTICLE VI. LAWS APPLICABLE**

- 6.0 The parties agree to abide by all federal and state statutes applicable to this Agreement.
- 6.1 The explicit inclusion of some statutory and regulatory duties in this Agreement shall not exclude other statutory or regulatory duties.
- 6.2 All questions pertaining to validity, interpretation and administration of this Agreement shall be determined in accordance with the laws of the State of Arkansas, regardless of where any service is performed.
- 6.3 If any portion of this Agreement is found to be in violation of federal or state statutes, that portion shall be stricken from this Agreement and the remainder of the Agreement shall remain in full force and effect.

**ARTICLE VII. TERMINATION**

- 7.0 This Agreement may be terminated by either party for cause with a thirty (30) day written notice to the other party. Either party may terminate without cause with a sixty (60) day written notice to the other party. All notices of termination must be in writing.
- 7.1 In the event funding of the Arkansas Medicaid program from the state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to the anticipated Agreement expiration date, this Agreement may be terminated immediately by the Division of Medical Services.
- 7.2 Violation of the confidentiality provisions of this Agreement, as outlined in Article V, shall be grounds for immediate termination.

**EXECUTED BY:**

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Name and Title (printed) of Medicare Plan Authorized Designee

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Signature

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Date