



VENDOR/CLEARINGHOUSE ELECTRONIC DATA INTERCHANGE (EDI) AGREEMENT

This agreement is required for Vendors/Clearinghouses that submit and/or receive electronic claims, attachments, audit reports, remittances, eligibility and benefits, claim status, referrals and precertification (hereinafter referred to as "Electronic Billing Data") on behalf of providers of healthcare services (hereinafter referred to as "Providers") to Blue Cross and Blue Shield of Alabama.

It is recognized by BLUE CROSS AND BLUE SHIELD OF ALABAMA (hereinafter referred to as the "Payer"), and the undersigned, that certain advantages will accrue to Payer, Providers, and Vendors/Clearinghouses through an arrangement whereby such Providers and Vendors/Clearinghouses can submit and receive electronic billing data by an electronic medium instead of through hard copy submission and receipt. This agreement sets forth the guidelines under which such arrangement will operate.

- 1. The following Vendor/Clearinghouse, _____, (hereinafter referred to as the "Vendor"), hereby agrees to submit or support software that submits and/or receives electronic billing data only on behalf of those Providers who have given Vendor written authorization to do so; and that Vendor will maintain these written authorizations during the term of this agreement and will furnish true copies to the Payer upon the Payer's request.
2. Vendor agrees to submit or support software that submits and/or receives electronic billing data to the Payer only in the specific format required by the Payer.
3. Vendor agrees to make any necessary programming changes, as well as provide support to the Provider in establishing connectivity to Blue Cross for the transfer and return of electronic billing data to the Provider.
4. Vendor agrees that the Payer, the Secretary of HHS, or his designees may audit and confirm for any purpose information submitted to Vendor by Providers, and that any incorrect payments which are discovered as a result of such an audit will be adjusted according to the applicable provisions of the Social Security Act, Regulations, the Centers for Medicare and Medicaid Services (CMS), the Office of the Inspector General (OIG), and the Health and Human Services Office for Civil Rights (OCR).
5. Vendor agrees to furnish to the Payer copies of Providers' written authorizations which authorizes the Vendor to submit and/or receive electronic billing data on Providers' behalf and to give the Payer advance notice of any changes made in the status (including names and other appropriate identifiers) of Providers for whom Vendor is authorized to submit/receive electronic billing data. Prior to submission and/or receipt of electronic billing data, the Payer must approve the additional Providers for whom Vendor intends to submit/receive electronic billing data.
6. The Payer may refuse for any reason to accept, generate or deliver electronic billing data from any Providers or their billing agents.
7. Where the Provider does not maintain the source documents, Vendor agrees to maintain all original source documents submitted to me by the Provider. Vendor will ensure that every electronic entry can be readily associated and identified with a source document from a Provider. Vendor further agrees to retain all records as required by applicable law.
8. Vendor certifies that it is incorporated in the continental United States. NOTE: The Payer may refuse to participate with entities outside of the United States.
9. Vendor agrees to establish and maintain procedures and controls so that information concerning Payer Members, or any information obtained from the Department of HHS, or its agents, shall not be used by Vendor, its agents, officers, or employees except as provided in Section 1106 of the Social Security Act, the Freedom of Information Act, and the Privacy Act as amended, and the Regulations prescribed thereunder. Vendor agrees not to disclose any information concerning Payer's Members to any person or organization other than the Secretary of HHS, his designees or agents, the Centers for Medicare and Medicaid Services (CMS), the Office of the Inspector General (OIG), the Health and Human Services Office for Civil Rights (OCR), and the Payer without the express written permission of the Member or his lawful representative.
10. Vendor agrees, Vendor may terminate this agreement upon 90 days written notice to Payer; the Payer may terminate this agreement, at any time.
11. VENDOR ACKNOWLEDGES THAT, IN THE PROCESS OF THE SUBMISSION OF ELECTRONIC BILLING DATA FOR PAYER PAYMENT, ANYONE WHO MISREPRESENTS OR FALSIFIES ANY RECORD OR OTHER INFORMATION REQUIRED PURSUANT TO THIS AGREEMENT MAY, UPON CONVICTION, BE SUBJECT TO FINE AND IMPRISONMENT UNDER FEDERAL LAW.
12. Vendor further acknowledges and agrees it may not assign this agreement without written consent of Payer.
13. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Vendor has duly executed this agreement as of this ____ day of _____, 20__.

Vendor/Clearinghouse

Authorized Officer and Title