



ELECTRONIC DATA TRADING PARTNER AGREEMENT

This agreement is required for Vendors/Clearinghouses/Healthcare Providers that submit and/or receive electronic data on behalf of providers of healthcare services ("Providers") for Providers' treatment, payment and/or healthcare operations purposes ("Electronic Data") to/from Blue Cross and Blue Shield of Alabama.

It is recognized by BLUE CROSS AND BLUE SHIELD OF ALABAMA ("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 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 Undersigned hereby agrees to submit or support software that submits and/or receives Electronic Data only on behalf of the Undersigned if a provider or on behalf of those Providers who have given the Undersigned written authorization to do so; and that Undersigned 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. Undersigned agrees to submit or support software that submits and/or receives Electronic Data to the Payer only in the specific format required by the Payer.
3. Undersigned agrees to make any necessary programming changes, as well as provide support to the Provider in establishing connectivity to Payer for the transfer and return of Electronic Data to the Provider.
4. Vendor agrees that the Payer, the Secretary of the Department of Health and Human Services (HHS), or his designees may audit and confirm for any purpose information submitted to Undersigned by Providers or Payer, and that any incorrect payments or other information 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. The Payer may refuse for any reason to accept, generate or deliver Electronic Data from/to any Providers or their agents.
6. Where the Provider does not maintain the source documents, Undersigned agrees to maintain all original source documents submitted to Payer by the Provider. Undersigned will ensure that every electronic entry can be readily associated and identified with a source document from a Provider. Undersigned further agrees to retain all records as required by applicable law.
7. Undersigned certifies that it is incorporated in the continental United States. NOTE: The Payer may refuse to participate with entities outside of the United States.
8. Undersigned agrees to establish and maintain procedures and controls so that information concerning Payer's Members, or any information obtained from the Department of HHS, or its agents, shall not be used by Undersigned, its agents, officers, or employees except for Providers' treatment, payment and healthcare operations under this agreement and 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. Undersigned 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, CMS, the OIG, the OCR and the Payer without the express written permission of the Member or his lawful representative or when Undersigned is a Provider as other permitted or required by Provider under HIPAA privacy and security regulations.
9. Undersigned may terminate this agreement upon 90 days' written notice to Payer; the Payer may terminate this agreement at any time.
10. UNDERSIGNED ACKNOWLEDGES THAT, IN THE PROCESS OF THE SUBMISSION OF ELECTRONIC 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.
11. Undersigned further acknowledges and agrees that it may not assign this agreement without the consent of Payer which shall not be unduly withheld.
12. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Undersigned has duly executed this agreement as of this _____ day of _____, 20_____.

Vendor/Clearinghouse/Provider

Authorized Officer and Title