

<b>ARKANSAS BLUE CROSS AND BLUE SHIELD ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT</b>
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**THIS AGREEMENT** is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the “Effective Date”) between \_\_\_\_\_ (hereinafter, “Trading Partner”) and Arkansas Blue Cross and Blue Shield, A Mutual Insurance Company (hereinafter, “ABCBS”).

This Agreement provides the terms and conditions governing electronic transfers of data communications and funds between ABCBS and Trading Partner (collectively, “Parties”) by direct digital or electronic transmission over communication lines to accomplish the Parties’ business objectives regarding the provision and acquisition of products and services and the transfer of funds. This Agreement will remain in effect until terminated according to its terms.

WHEREAS Trading Partner desires to exchange certain electronic data with ABCBS which is subject to certain transaction standards; and whereas, Trading Partner agrees to conduct these transactions in accordance with the above referenced standards, the limitations set forth in this Agreement and the ABCBS EDI User Guide Manual;

NOW THEREFORE, Trading Partner and ABCBS agree as follows:

## **I. DEFINITIONS**

- A. **Trading Partner**: When capitalized, the term “Trading Partner” means the person or entity named in the first paragraph of this Agreement as the party contracting with ABCBS. When the term “trading partner” is used without capitalization, it means, in addition to the specific Trading Partner named herein, any other person or entity who will be receiving EDI information from or providing EDI information to ABCBS and who requires a submitter number because of a business need. Such person or entity may be an individual provider, a clinic composed of multiple providers, a clearinghouse or a billing agent.
- B. **Electronic Data Interchange or “EDI”**: means the computer-to-computer exchange of business information between trading partners using the standard transaction formats (ANSI ASC X12). Because EDI differs from manual methods of data exchange, this Agreement is intended to resolve EDI specific issues not covered by any other agreements between ABCBS and its trading partners.
- C. **Transaction Standard(s)**: means transaction formats approved for general use by the American National Standards Institute (ANSI) Accredited Standards Committee (ASC) X12, and adopted by the Secretary of HHS, including the transactions rules set out in the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, as may be amended and modified from time to time. EDI standards for automated information systems

include, but are not limited to, transaction sets, implementation guides, data dictionary, segments dictionary and transaction controls.

- D. **Direct Data Entry (DDE)**: means systems used for online claim entry or correction, claim status, or eligibility. This includes but is not limited to Medicare Part A remote, Medicare Part B remote, or any ABCBS online remote.
- E. **Business Associate**: means a third-party organization, designated in the Trading Partner Business Associate Authorization Rider, that contracts with Trading Partner to perform services to facilitate the electronic transfer of data or funds or to conduct other business functions on behalf of Trading Partner. Examples of Business Associates include, without limitation, clearinghouses, vendors, billing services, service bureaus, accounts receivable management firms and banking institutions.
- F. **Business Need**: means a requirement on the part of either a provider or ABCBS in order to facilitate EDI exchange, i.e. a provider or submitter who has a legitimate business need to have their own submitter number in order to receive batch process reports, remittance advice, etc., independent of their clearinghouse. Trading partners, clearinghouses, billing agents, and others will be notified by the provider and/or ABCBS if such a need exists.
- G. **CMS**: means the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services. CMS is a federal agency (formerly known as Health Care Financing Administration or HCFA) that administers the Medicare and Medicaid programs.
- H. **Confidential Health Information**: means information relating to specific individuals, including Individually Identifiable Health Information, that is exchanged by and between ABCBS and Trading Partner or Business Associate for various business purposes, and that is protected from disclosure to unauthorized persons or entities by Social Security Act § 1171 *et seq.*, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, the Privacy Act of 1974 (5 U.S.C. § 552A), or other applicable state and federal statutes and regulations, including statutes and regulations protecting the privacy of general medical, mental health and substance abuse records (collectively, "Privacy Statutes and Regulations").
- I. **Covered Individual**: means a person whose claims for services or supplies may be eligible to be paid under the terms of an applicable governmental or private program health benefit plan for which ABCBS processes or administers claims, and specifically includes without limitation Medicare eligible individuals. ABCBS and Trading Partner acknowledge and agree that claim payments made according to this Agreement will be made directly to Trading Partner or Business Associate on behalf of the Covered Individual.
- J. **Health Information**: means any information, whether oral or recorded in any form or medium that (i) is created or received by a Provider, health plan, public health authority, employer, life insurer, school, university or health care clearinghouse and (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual or the past, present, or future payment for the provision of health care to an individual.

- K. **HHS:** means the Secretary of Health and Human Services or his/her designee or, where particular authority or activity is delegated by HHS to a contractor or intermediary, such as ABCBS, shall further mean such contractor or intermediary.
- L. **Individually Identifiable Health Information:** means any Health Information, including demographic information collected from an individual, that is created or received by a Provider, health plan, employer or health care clearinghouse and either (i) identifies an individual or (ii) creates a reasonable basis to believe the information can be used to identify the individual.
- M. **Data Transmission:** means automated transfer or exchange of data, pursuant to the terms and conditions of this Agreement, between ABCBS and Trading Partner or Business Associate by means of their respective operating systems, which are compatible for that purpose.
- N. **Lost or Indecipherable Transmission:** means a data transmission that is not received or cannot be processed to completion by the receiving Party because it is garbled or incomplete, regardless of how or why the data transmission was rendered garbled or incomplete.
- O. **Payer:** means a business organization that provides benefit payments for certain services or supplies rendered or sold to Covered Individuals or their eligible dependents under the terms, conditions, limitations and exclusions of a health benefit plan or program issued or administered by the Payer.
- P. **Proprietary Information:** means information used or created by ABCBS in the conduct of its business activities that is not normally made available to ABCBS's customers, competitors or third parties, the disclosure of which will or may impair ABCBS's competitive position or otherwise prejudice ABCBS's ongoing business.
- Q. **Provider:** means a hospital or professional practitioner duly certified or licensed to provide health care services to Covered Individuals, and includes, without limitation, extended care facilities, skilled nursing facilities, rehabilitation facilities, home health agencies, hospices, physicians, dentists, clinical social workers, ambulance services, and hospitals or professional practitioners specifically certified or approved by HHS to provide reimbursable health care services to Medicare Eligible Individuals. This definition of "Provider" is intended for purposes of this Trading Partner Agreement only, and shall not be construed to expand, contract or override any definition of "Provider" in any health benefit plan, program or policy issued or administered by ABCBS, nor to require coverage of services by nor payment to any type or class of health care provider.
- R. **Envelope:** means a control structure in a format designated by ABCBS for the electronic interchange of one or more encoded data transmissions between ABCBS and Trading Partner or Business Associate.

## II. OBLIGATIONS OF THE PARTIES:

A. Mutual Obligations: The mutual obligations of ABCBS and Trading Partner include the following:

- (a) EDI/EFT Data Transmission Accuracy: The Parties will take reasonable care to ensure that data transmissions are timely, complete, accurate and secure. Each Party will take reasonable precautions to prevent unauthorized access to the other Party's operating system, data transmissions or the contents of an Envelope transmitted to or from either Party.
- (b) Retransmission of Lost or Indecipherable Transmissions: A Party will retransmit the original transmission within three - (3) business day(s) of its discovery that a data transmission is a Lost or Indecipherable Transmission.
- (c) Equipment Cost: Each Party will obtain and maintain, at its own expense, its own operating system necessary for timely, complete, accurate and secure data transmission pursuant to this Agreement. Each Party will pay its own costs related to data transmission under this Agreement, including, without limitation, charges for the Party's own operating system equipment, software and services, maintaining an electronic mailbox, connection time, terminals, connections, telephones, modems and applicable minimum use charges. Each Party will be responsible for its own expenses incurred for translating, formatting and sending or receiving communications over the electronic network to any electronic mailbox of the other Party.
- (d) Backup Files: Each Party will maintain adequate backup files, electronic tapes or other sufficient means to recreate a data transmission for at least seven (7) years from the data transmission's creation date.
- (e) Transmission Format: All data transmissions of standard transactions as defined by Social Security Act § 1173(a) and the Transaction Standards conducted between ABCBS and Trading Partner or Business Associate will use the code sets, data elements, formats and instructions as specified in (i) the applicable ANSI X12N Implementation Guide; (ii) Attachment B of this Agreement; and (iii) the ABCBS EDI User Guide Manual.
- (f) Testing: Prior to the initial production data transmission, each Party will test and cooperate with the other Party in testing each Party's operating system to ensure the accuracy, timeliness, completeness and confidentiality of data transmissions.
- (g) Data and Data Transmission Security: ABCBS and Trading Partner will employ security measures necessary to protect data and data transmissions between them, which may include authentication, encryption, password use, or other security measures in compliance with Social Security Act § 1173(d) and any HHS implementing regulations or guidelines, and as set forth in the confidentiality provisions of this Agreement.

- (h) National Standard Identifiers: ABCBS and Trading Partner will use national standard identifiers in all data and data transmissions conducted between the Parties no later than ABCBS's compliance date with any national standard identifier adopted by HHS through regulations implementing the Health Insurance Portability and Accountability Act of 1996.

**B. Trading Partner Obligations:**

- (a) Trading Partner accepts and agrees to the terms and conditions for EDI transactions as stated in this Agreement, its attachments and the ABCBS EDI User Guide Manual which is incorporated by reference herein.
- (b) Trading Partner hereby agrees it will not change any definition, data condition or use of a data element or segment in an ANSI ASC X12N Transaction Standard's implementation guide specifications.
- (c) Trading Partner hereby agrees it will not add any data elements or segments to an ANSI ASC X12N Transaction Standard's implementation guide specifications.
- (d) Trading Partner hereby agrees it will not use any code or data elements that are marked "not used" in a ANSI ASC X12N Transaction, standard's implementation guide specifications or are not in an ANSI ASC X12N Transaction Standard's implementation specifications.
- (e) Trading Partner hereby agrees that, it will not change the meaning or intent of any ANSI ASC X12N Transaction Standard's implementation guide specifications.
- (f) Trading Partner agrees and understands that there exists the possibility new HIPAA transactions may be adopted in the future and thus agrees to test all new transaction sets.
- (g) Trading Partner agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. Trading Partner agrees to incorporate by reference into this Agreement any such modifications or changes.
- (h) Trading Partner acknowledges that all Medicare claims will be paid from Federal funds, that the submission of such claims is a claim for payment under the Medicare program, and that anyone who misrepresents or falsifies or causes to be misrepresented or falsified any record or other information related 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.
- (i) Trading Partner shall be responsible for the accuracy, truthfulness and completeness of all information submitted by itself, its employees, or its agents or Business Associates.

- (j) Trading Partner will submit transactions only on behalf of those individuals who have given their written authorization to do so. Upon request from ABCBS, Trading Partner shall furnish to ABCBS certification, including when requested by ABCBS, the signature of each individual on whose behalf Trading Partner submits transactions, certifying that Trading Partner is so authorized.
- (k) Trading Partner 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: individual's name; individual's health insurance identification number; date(s) of service; diagnosis/nature of illness; and procedure/service(s) performed.
- (l) Trading Partner will ensure that all claims for Medicare Primary payment have been developed for other insurance involvement and that Medicare is the Primary payer.
- (m) Trading Partner will affix the ABCBS assigned unique identifier number of the Provider on each claim electronically transmitted to ABCBS in the appropriate data segment.
- (n) Trading Partner will limit the number of claims in a single ST to SE segment to a maximum of 2,500.
- (o) Trading Partner will transmit claims placing Trading Partner's submitter number at the ISA 06 (Interchange Sender ID), GS 02 (Application Senders Code) and at the Loop 1000A NM109 (Identification Code). This means that a clearinghouse or billing agent's submitter number will be populated in the ISA 06, GS 02 and Loop 1000A NM109 unless a business need has been identified by either the original provider of services or ABCBS.
- (p) Should a trading partner, Provider of services or ABCBS identify a business need, the sender of claims, i.e. the clearinghouse or billing agent, must transmit a separate file for each trading partner so identified using the clearinghouse or billing agent's submitter number populated in the ISA 06, GS 02 and the individual Provider trading partner's submitter number in the 1000A NM109.
- (q) It is the Trading Partner's obligation to review all EDI reports supplied by ABCBS and to contact ABCBS regarding any discrepancies identified.
- (r) Trading Partner will notify ABCBS within 2 business days if any transmitted data is received in an unintelligible or garbled form.
- (s) Trading Partner must complete and furnish to ABCBS a Letter of Authorization before transmitting any Provider's data. Should Trading Partner fail to do so, any files transmitted will be rejected from the front-end systems and no claims from such files will be forwarded to the payment system.
- (t) Trading Partner signing agreement should complete **Attachment A-1**.

- (u) **Attachment A-2** should be completed by any provider signing this agreement that is using a software package to transmit from his or her office directly to ABCBS.
- (v) Trading Partner will support the EDI transactions indicated in **Attachment B**.
- (w) **Attachment C** should be signed and returned for every pay-to-provider.

### **III. BUSINESS ASSOCIATES**

- A. Business Associate Obligations. Trading Partner will ensure that Business Associate will be bound by the mutual obligations of the Parties set forth in Section II(A) and Trading Partner's obligations set forth in Section II(B), even though Business Associate is not a signatory to this Agreement.
- B. Responsibility for Business Associate. Trading Partner is liable to ABCBS for any act, failure, or omission of Business Associate with which Trading Partner contracts or that Trading Partner uses to receive, transmit, store or process data or data transmissions or perform related activities, as though the act, failure or omission were that of Trading Partner.
- C. Notices Regarding Business Associate. Trading Partner will, prior to commencement of Business Associate's services in connection with this Agreement, submit a complete, executed Trading Partner Business Associate Authorization Rider ("Business Associate Rider") designating each Business Associate authorized to send or receive data or data transmissions to or from ABCBS on Trading Partner's behalf. Trading Partner will notify ABCBS at least 30 days prior to the date of any material change to the information contained in the Business Associate Rider. The Business Associate Rider will be effective and incorporated into this Agreement on the date it is received by ABCBS. Trading Partner's designation of any Business Associate for purposes of performing services in connection with this Agreement is subject to approval by ABCBS. ABCBS will not unreasonably withhold approval of Trading Partner's designated Business Associate.

### **IV. CONFIDENTIALITY AND SECURITY**

- A. Data Security. Trading Partner will maintain adequate security procedures to prevent unauthorized access to data, data transmissions, security access codes, Envelope, backup files, source documents or any ABCBS operating system. Trading Partner will immediately notify ABCBS of any unauthorized attempt to obtain access to or otherwise tamper with data, data transmissions, security access codes, Envelope, backup files, source documents or any ABCBS Operating System.
  - (a) Confidential Health Information. Trading Partner will comply with all applicable Privacy Statutes and Regulations, guidelines and health care industry customs concerning treatment of Confidential Health Information.
  - (b) Proprietary Information. Trading Partner will treat the Proprietary Information of ABCBS obtained or learned in connection with this Agreement as

confidential and will not use Proprietary Information of ABCBS for Trading Partner's own commercial benefit or any other purpose not authorized in this Agreement. Trading Partner will safeguard Proprietary Information of ABCBS against unauthorized disclosure and use.

(c) Notice of Unauthorized Disclosures and Uses. Trading Partner will promptly notify ABCBS of any unlawful or unauthorized use or disclosure of Confidential Health Information or of Proprietary Information of ABCBS that comes to Trading Partner's attention and will cooperate with ABCBS in the event that any litigation arises concerning the unlawful or unauthorized disclosure or use of Confidential Health Information or Proprietary Information of ABCBS.

B. Operating Systems Security. Each Party will develop, implement and maintain measures necessary to ensure the security of each Parties' own operating system and each Parties' records relating to its operating system. Each Party will document and keep current its security measures. Each Party's security measures will include, at a minimum, the requirements and implementation features set forth in Social Security Act § 1173(d) and all applicable HHS implementing regulations.

## **V. RECORDS RETENTION AND AUDIT**

A. Records Retention. Trading Partner will maintain complete, accurate and unaltered copies of all source documents from all data transmissions it receives from ABCBS for not less than seven (7) years from the date that Trading Partner receives them. All retained records will be subject to the same security measures as data and data transmissions.

B. Right to Audit. ABCBS will have the right to audit relevant Trading Partner business records, Trading Partner's operating system and Business Associate as ABCBS, in its sole discretion, deems necessary to ensure compliance with this Agreement. In addition, HHS shall have the right to audit and confirm information submitted by Trading Partner and shall have access to all original source documents and medical records related to Trading Partner's submissions, including the individual's authorization and signature. All incorrect payments that are discovered as a result of an HHS audit shall be adjusted according to the applicable provisions of the Social Security Act, Federal regulations and CMS guidelines for all Medicare claims submitted.

C. Government Requests for Information. Trading Partner will notify ABCBS immediately upon Trading Partner's receipt of any request from a government authority for information or documents relating to this Agreement, except to the extent such notification is prohibited by law.

## **VI. REPRESENTATIONS AND WARRANTIES**

A. Government Programs. Trading Partner represents and warrants that:

(a) Neither the United States government, any state or local government, nor any prime contractor, subcontractor or other person has notified Trading Partner, either orally or in writing, that Trading Partner has breached or violated any law, certification, representation, clause, provision or requirement pertaining to or involving any government contract or government subcontract that has resulted or may result in Trading Partner being charged with a criminal offense;

- (b) No termination for convenience, termination for default, cure notice or show cause notice is currently in effect or threatened against Trading Partner by the United States government or any state or local government;
  - (c) Neither Trading Partner nor any of its directors, officers, employees or agents are or have been under criminal investigation or indictment by any government entity;
  - (d) Trading Partner has not been debarred or suspended from participation in the award of contracts with any government entity (excluding for this purpose ineligibility to bid on certain contracts due to generally applicable bidding requirements);
  - (e) There exists no fact or circumstance that would warrant the institution of suspension or debarment proceedings or the finding of non-responsibility or ineligibility on the part of Trading Partner or any director, officer or employee of Trading Partner; and
  - (f) No payment has been made by Trading Partner or by any person on behalf of Trading Partner in connection with any government contract or government subcontract in violation of or requiring disclosure pursuant to the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1, 78dd-2).
- B. Legal Compliance. Trading Partner will use reasonable efforts to comply, and to cause Trading Partner's directors, officers, employees and Business Associates to comply, in all material respects with all requirements of all laws, including but not limited to laws pertaining to government contracts or government subcontracts, the violation of which may result in Trading Partner or its directors, officers or employees, or other persons being charged with a criminal offense. For purposes of this Section VI(B), "laws" mean all applicable statutes, laws, rules, regulations, permits, decrees, injunctions, judgments, orders, rulings, determinations, writs and awards.
- C. Warranties Regarding Business Associates. Trading Partner warrants that Business Associates will make no changes in the data content of data transmissions or the contents of an Envelope. Trading Partner further warrants that Trading Partner will advise Business Associates of this Agreement and that Business Associates will comply in all respects with the terms of this Agreement.
- D. Notice of Violations. Trading Partner will notify ABCBS in writing within 10 business days of obtaining knowledge of any criminal investigation, indictment, information or charge by any governmental entity (or communications indicating that the same may be contemplated) related to Trading Partner or any of Trading Partner's directors, officers, employees, vendors, agents or Business Associates.
- E. Right to Terminate. If, during the term of this Agreement, Trading Partner, any of its related business entities or any of its officers, directors, managing employees or Business Associates is:
- (a) charged with a criminal offense relating to one or more government contracts or government subcontracts or to federal health care programs (as defined in Social Security Act § 1128B(f));
  - (b) listed by a federal agency as debarred, proposed for debarment, or suspended; or

- (c) otherwise excluded from federal program participation, including exclusion from participation in a federal health care program (as defined in the Social Security Act § 1128B(f));

ABCBS will have the right to terminate this Agreement immediately by written notice to Trading Partner.

## **VII. INDEMNIFICATION**

- A. Indemnification of ABCBS For Violations of Agreement. Trading Partner will indemnify, defend and hold ABCBS harmless from any and all claims, actions, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorneys' fees, arising out of any act or omission of Trading Partner, Business Associate, or their respective employees, subcontractors or other persons in the performance of this Agreement. ABCBS will have the option at its sole discretion to employ attorneys to defend any such claim, action or proceeding arising out of these acts or omissions, the costs and expenses of which will be Trading Partner's responsibility. ABCBS will provide Trading Partner with timely notice of the existence of such action. Trading Partner will provide information, documents and other cooperation as reasonably necessary to assist ABCBS in establishing its defenses to such action.
- B. Breach of Warranties. Trading Partner will indemnify and hold ABCBS harmless from and against any and all liability resulting from:
  - (a) any misrepresentation in Trading Partner's representations and warranties in Article VI of this Agreement;
  - (b) Trading Partner's failure to notify ABCBS as required in Section VI(D) of this Agreement; or
  - (c) actual exclusion during the term of this Agreement from any federal health care program (as defined in the Social Security Act § 1128B(f)).
- C. Participation in Actions. ABCBS reserves the right, at its option and expense, to participate in the defense of any suit or action brought against Trading Partner or Business Associate arising out of any act or omission in connection with this Agreement.
- D. Dispute Assistance. Each Party will reasonably cooperate in providing necessary assistance to the other Party when the other Party is actively involved in a dispute with a third party concerning data transmissions that either are or reasonably could be the source of litigation with that third party.
- E. Limitation of Liability. Except claims or causes of action related to Trading Partner's actual or alleged breach of Article IV of this Agreement or fraud by Trading Partner, neither Party will be liable for any special, incidental, indirect, exemplary or consequential damages resulting from any claim or cause of action arising out of any delay, omission or error in any data transmission or the other Party's performance or failure to perform in accordance with the terms of this Agreement, including, without limitation, loss of use, revenues, profits or savings, even if a Party has been advised in advance of the possibility of such damages.

**VIII. TERM AND TERMINATION**

- A. Term of Agreement. This Agreement will remain in effect for an initial period of one year from the Effective Date, and will automatically renew for successive periods of one year unless terminated pursuant to VIII(B), (C) or (D), below.
- B. Voluntary Termination. Either Party may terminate this Agreement in such Party's sole discretion on 60 day(s) prior written notice to the other Party.
- C. Termination for Cause. Either Party may terminate this Agreement upon 30 day(s) prior written notice to the other Party upon the default by the other Party of any material obligation of this Agreement, provided that the written notice sets forth the default with reasonable specificity and the default is incurable or, being capable of cure, has not been cured within the 30 day period after receipt of the written notice. The cure provisions of this Section VIII(C) shall not apply to the events or occurrences specified in Section VIII (D), below.
- D. Termination Upon Specific Events or Occurrences. In the event that (i) Trading Partner breaches any section of Section IV or Section VI of this Agreement or (ii) any other business agreement between the Parties terminates; or (iii) Trading Partner becomes insolvent or otherwise unable to meet its obligations in the ordinary course of business; or (iv) Trading Partner ceases to conduct regular business operations for any reason; or (v) Trading Partner assigns or attempts to assign this Agreement to any other person or entity without the prior written consent of ABCBS; or (vi) Trading Partner refuses or is unable for any reason to comply with the terms of this Agreement; or (vii) performance under this Agreement, the Agreement itself or any term or condition thereof would violate any applicable law or regulation; then in any such event or events, ABCBS will have the unilateral right to terminate this Agreement immediately by providing Trading Partner with written notice of termination.

**IX. MISCELLANEOUS**

A. Notices. Any notice pertaining to this Agreement will be in writing. Notice will be deemed given when personally delivered to the Party’s authorized representative listed below, or sent by means of a reputable overnight courier or by certified mail, postage prepaid, return receipt requested. A notice sent by overnight courier or by certified mail will be deemed given on the date of receipt or refusal of receipt. All notices will be addressed to the appropriate Party as follows:

To: Arkansas Blue Cross & Blue Shield  
(ABCBS)  
601 S. Gaines St.  
(Address)  
Little Rock, AR 72203  
(City, State, Zip Code)  
Attn: EDI Services  
Title: Trading Partner Agreement Coordinator

To: \_\_\_\_\_  
(Trading Partner)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State, Zip Code)  
Attn: \_\_\_\_\_  
Title: \_\_\_\_\_

B. Amendments. This Agreement may not be changed or modified except by an instrument in writing signed by each Party’s authorized representative, except that this Agreement shall be deemed automatically amended to the extent required by applicable laws or regulations to conform the Agreement thereto, subject only to the Parties’ rights of termination hereunder.

C. Choice of Law. This Agreement and the Parties’ rights and obligations hereunder are governed by and will be construed under the laws of the State of Arkansas.

D. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. ABCBS retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Otherwise and except for Trading Partner’s written designation of its Business Associate in the Business Associate Rider, neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

- E. Relationship of ABCBS to Blue Cross Blue Shield Association. This Agreement constitutes a contract between Trading Partner and ABCBS. ABCBS is an independent corporation operating under a license with the Blue Cross Blue Shield Association (“Association”), an association of independent Blue Cross Blue Shield plans, permitting ABCBS to use the Blue Cross<sup>®</sup> and Blue Shield<sup>®</sup> service marks in the State of Arkansas. ABCBS is not contracting as the agent of the Association. Trading Partner has not entered into this Agreement based upon representations by any person other than ABCBS, and no person, entity or organization other than ABCBS will be held accountable or liable to Trading Partner for any of ABCBS’ obligations to Trading Partner under this Agreement.
- F. Force Majeure. Each Party will be excused from performance for any period of time during this Agreement that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control and without its fault or negligence. Such acts include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes, floods or other natural disasters. Delays in performance because of the occurrence of such events will automatically extend due dates for a period equal to the duration of such events. Such automatic extension will have no effect on the exercise of either Party’s right of voluntary termination of this Agreement under Section VIII (B) of this Agreement.
- G. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy in this Agreement will not constitute a waiver. No provision of this Agreement may be waived by either Party except in a writing signed by an authorized representative of the Party making the waiver.
- H. No Agency. Nothing in this Agreement will place ABCBS and Trading Partner in a relationship whereby either (i) is the principal or agent of the other for any purpose or (ii) has the authority to bind the other in any way.
- I. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held or declared to be illegal, invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as though the illegal, invalid or unenforceable provision had not been contained in the Agreement.
- J. Entire Agreement. This Agreement, together with its Exhibits, Attachments, any applicable Business Associate Rider, and other Riders and Amendments, as well as documents specifically incorporated herein by reference, constitutes the entire understanding between ABCBS and Trading Partner with respect to the subject matter of this Agreement and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties concerning the same subject matter. In the event of any inconsistency between any provision of this Agreement and any provision of a Rider to this Agreement, the provision of this Agreement controls.
- K. Automatic Amendment for Regulatory Compliance. This Agreement will automatically amend to comply with any final regulation or amendment to a final regulation adopted by HHS concerning the subject matter of this Agreement upon the effective date of the final regulation or amendment.

- L. Survival. The provisions of Sections/Articles 2(a)(d), 2(B), IV, V, VI, VII, IX(A),(C), (I), (J), (L) (N), (O), (P) and (Q) shall survive termination of this Agreement.
- M. Change of Status. Trading Partner shall give prompt written notice to ABCBS EDI Services and ABCBS Provider Network Operations in the event of any change in company name, address, contact name, or telephone number. Company or contact name, address and/or telephone number status changes provided to ABCBS EDI Services may be forwarded to [edi@arkbluecross.com](mailto:edi@arkbluecross.com)
- N. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement except such as are expressly referenced herein. The Parties intend and agree that any subsidiary or affiliate of ABCBS that desires to obtain the benefit of this Agreement shall be a third party beneficiary hereof, and may, at such subsidiary's or affiliate's election, assume the obligations hereof and be entitled to all the benefits hereof, upon the terms herein expressed. Without limiting the foregoing, the parties hereby agree that, until further written notice to Trading Partner by ABCBS or by its affiliates HMO Partners, Inc., Advanced Health Information Network, LLC ("AHIN") or BlueAdvantage (USAbLe) Corporation, the terms of this Agreement shall govern EDI transactions between Trading Partner and HMO Partners, Inc. or between Trading Partner and AHIN, or between Trading Partners and BlueAdvantage (USAbLe) Corporation.
- O. Provider Manual, Provider Contract and Clinic Billings. Trading Partner acknowledges and agrees that this Trading Partner Agreement does not supersede but is subject to the terms and provisions of the Provider Manual of ABCBS or of its subsidiaries or affiliates, and to the provider contract between provider and ABCBS or between provider and any subsidiary or affiliate of ABCBS. Trading Partner further understands and agrees that this Agreement does not require ABCBS or its subsidiaries or affiliates to make payment on any claim to any particular provider or clinic. Whether payment due on a claim shall be directed to a particular provider or to a clinic on behalf of such provider shall be governed by the terms of separate agreements, including the "Authorization for Clinic/Group Billing" executed by the affected provider; provided that the following terms shall apply with respect to any such Authorization for Clinic/Group Billing or to any other formal or informal agreement whereby a provider authorizes payment to a clinic, group or third party ("Authorized Recipient") with respect to provider's claims ("Authorization"): (a) following execution of any Authorization by a provider ("Authorizing Provider"), ABCBS shall not be obligated to redirect payment to any other location or recipient except upon 30 days' prior written notice; (b) ABCBS shall be entitled to require satisfactory proof of signatures and authority to redirect payment; (c) in the event of any dispute between the Authorizing Provider and the Authorized Recipient, or between the Authorizing Provider and any other person or entity regarding right to receipt of any payment, ABCBS may, in its sole discretion, either hold all payments until it deems the dispute resolved, or ABCBS may make payment to the Authorized Recipient, in which case the Authorizing Provider and Trading Partner agree to look solely to the Authorized Recipient with respect to any claims for payment, and Trading Partner and the Authorizing Provider hereby release ABCBS from any liability with respect to such payments.

- P. AHIN Clearinghouse. In the event that Trading Partner is required to or voluntarily elects to utilize AHIN, an affiliate of ABCBS, as clearinghouse for any claims that might have been submitted directly to ABCBS or any of its subsidiaries or affiliates, Trading Partner understands and agrees that the terms of this Agreement shall apply to all such AHIN EDI transactions, and AHIN shall be entitled, at its election, to all the benefits of this Agreement.
- Q. Use of Clearinghouse or Billing Agent. In the event that Trading Partner elects to utilize a clearinghouse or billing agent to submit claims or engage in other EDI transactions with ABCBS, Trading Partner acknowledges and agrees that the clearinghouse or billing agent shall be subject to all terms and conditions of this Agreement, and ABCBS shall not be obligated to accept or deal with any such clearinghouse or billing agent unless or until they have complied fully with this Agreement. At its option, ABCBS shall be entitled to require any clearinghouse or billing agent to provide written acceptance of the terms of this Agreement as a condition to the acceptance or processing by ABCBS of any claim or other EDI transaction via the clearinghouse or billing agent.

**Note: If Trading Partner is an individual, he or she must sign this Agreement. If Trading Partner is a business organization, the CEO, CFO, COO or other duly-authorized senior officer of Trading Partner must sign this Agreement.**

ABCBS	TRADING PARTNER
Signature of Authorized Agent:	Signature of Authorized Agent:
Name (Please Print or Type) David K. Bailey	Name (Please Print or Type)
Title: EDI Operations Manager	Title:
Date:	Date:

**PLEASE CHECK ALL THAT APPLY:**

- Provider of Medical Services
- Billing Agent
- Clearinghouse
- Third Party Administrator
- Other (Please Explain) \_\_\_\_\_

**ATTACHMENT A-1**

**SUBMITTER INFORMATION**

TRADING PARTNER INFORMATION IN THIS SECTION

Desired Production Date: \_\_\_\_\_  
*Indicate date you want to begin submitting version 4010(A1) claims to production system for payment. Date selected may not be available to move you into production; you will be notified of your actual production date.*

Submitter ID (one alpha; four numeric): \_\_\_\_\_

Submitter's Clinic or Association Name: \_\_\_\_\_

Submitter's Street Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Mailing Address if Different: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_

Fax # \_\_\_\_\_ E-mail Address \_\_\_\_\_

**ATTACHMENT A-2**

**SOFTWARE VENDOR INFORMATION**

*If you are not using a billing agent or clearinghouse, complete this section to indicate the software you are using to file your electronic claims directly to our gateway system.*

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

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

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Please indicate Software and Version you will use to submit your ANSI 4010(A1) files.

SOFTWARE

VERSION

***ATTACHMENT B***

***TRANSMISSION / FORMAT INFORMATION***

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➤ *Submitter plans to transmit the following claim transactions*

ANSI 837 Professional \_\_\_\_\_

ANSI 837 Institutional \_\_\_\_\_

➤ *Submitter plans to transmit the following claim types*

Medicare Part B

Medicare Part A

Private Business

Includes Blue Cross, Blue Shield, Health Advantage,  
Blue Advantage (USABLE Administrators), FEP, ITS, and First Source

Physician

Hospital

**Arkansas Blue Cross pay-to NPI Number:** \_\_\_\_\_

➤ *Submitter plans to transmit claims for providers in*

AR \_\_\_\_\_ MO \_\_\_\_\_ LA \_\_\_\_\_ OK \_\_\_\_\_ NM \_\_\_\_\_ RI \_\_\_\_\_

➤ *Submitter plans to transmit claims (please check one)*

\_\_\_\_\_ Directly from facility to the EDI Services System using Asynchronous Communications

\_\_\_\_\_ Directly from facility to the EDI Services System using Asynchronous FTP

\_\_\_\_\_ Directly from facility using AHIN DDE (Arkansas Providers Only)

\_\_\_\_\_ Using Network Service Vendor:  IVANS or  VisionShare



**ATTACHMENT C**  
**EDI AGREEMENT**

*Below is the EDI Agreement, which is a required component of the entire enrollment packet for a provider submitting claims electronically, as stipulated by the Centers for Medicare and Medicaid Services.*

A. The Provider agrees to the following provisions for submitting Medicare claims electronically to **CMS or to CMS's carriers, MACs or FIs**:

1. That it will be responsible for all Medicare claims submitted to CMS or a designated CMS contractor by itself, its employees, or its agents.
2. That it will not disclose any information concerning a Medicare beneficiary to any other person or organization, except CMS and/or its carriers, MACs, FIs or another contractor if so designated by CMS, without the express written permission of the Medicare 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 Medicare, or as required by State or Federal law.
3. That it will submit claims only on behalf of those Medicare 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.
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	Diagnosis/nature of illness
Beneficiary's health insurance claim number	Procedure/service Performed
Date(s) of service	

5. That the Secretary of Health and Human Services or his/her designee and/or the carrier, MAC, FI or other contractor if designated by CMS 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 Social Security Act, Federal regulations, and CMS guidelines.
6. That it will ensure that all claims for Medicare primary payment have been developed for other insurance involvement and that Medicare 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 Medicare claim for a period of at least 6 years, 3 months after the bill

is paid.

9. That it will affix the CMS-assigned unique identifier (submitter identifier) of the Provider on each claim electronically transmitted to the carrier, MAC, FI or other contractor if designated by CMS.
10. That the CMS-assigned unique identifier number (submitter identifier) or NPI 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 (including compliance with all provisions of the HIPAA security regulations) 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 Medicare 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 Medicare beneficiaries, or any information obtained from CMS or its carrier, MAC, FI or other contractor if designated by CMS, shall not be used by agents, officers, or employees of the billing service except as provided by the carrier, MAC, or FI (in accordance with §1106(a) of the Social Security Act {the Act}).
14. That it will research and correct claim discrepancies.
15. That it will notify the carrier, MAC, FI or other contractor if designated by CMS within two business days if any transmitted data are received in an unintelligible or garbled form.

**B. The Centers for Medicare and Medicaid Services (CMS) agrees to:**

1. Transmit to the Provider an acknowledgement of claim receipt.
2. Affix the carrier, MAC, FI or other contractor if designated by CMS number, as its electronic signature, on each remittance advice sent to the Provider.
3. Ensure that payments to Providers are timely in accordance with CMS' policies.
4. Ensure that no carrier, MAC, FI or other contractor if designated by CMS may require the Provider to purchase any or all electronic services from the carrier, MAC, or FI or from any subsidiary of the carrier, MAC, FI, or other contractor if designated by CMS or from any company for which the carrier, MAC, or FI has an interest. The carrier, MAC, FI or other contractor designated by CMS will make alternative means available to any electronic biller to obtain such services.
5. Ensure that all Medicare electronic billers have equal access to any services that CMS requires Medicare carrier, MAC, FI or other contractor is designated by CMS 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 carrier, MAC, FI or other contractor is designated by CMS sells directly, indirectly, or by arrangement.

- 6. Notify the Provider within two 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 CMS 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 Medicare claims are submitted to carrier, MAC, FI or other contractor if designated by CMS. 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 established 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.

\_\_\_\_\_  
Provider's Name

\_\_\_\_\_  
Provider/Facility Name

\_\_\_\_\_  
Provider's Pay-to NPI Number

\_\_\_\_\_  
Group PTAN/ Pay-to Provider Number

\_\_\_\_\_  
Provider's Physical Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name of the Above Signer

\_\_\_\_\_  
Daytime Telephone Number

- Check One:        New Submitter/Provider  
                      Joining an Existing Submitter ID#    Submitter ID# \_\_\_\_\_

RETURN ADDRESS:  
EDI Services 4-BC/S  
PO Box 2181  
Little Rock, AR 72203  
FedEx or UPS: 601 S. Gaines St. Little Rock, AR. 72201  
Fax (501) 378-2265  
EDI Service Line (866) 582-3247  
edi@arkbluecross.com