



ELECTRONIC TRADING PARTNER AGREEMENT

This Electronic Trading Partner Agreement (“Agreement”) is made as of the ___ day of _____, 200__ (“Effective Date”), by and between Blue Cross & Blue Shield of Rhode Island (“Company”), and _____ (“Trading Partner”)(Each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, both Parties are entering into this Agreement to facilitate, through transmission via electronic formats consistent with or otherwise compliant with the HIPAA Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, as may be amended or modified from time to time, the submission and receipt of transactions specified in the HIPAA regulations,

NOW, THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

I. TERM AND TERMINATION

1.1 Term of Agreement. This Agreement will remain in effect for an initial period of one (1) year from the Effective Date, and will automatically renew for successive periods of one (1) year unless terminated pursuant to Section 1.2 or Section 1.3.

1.2 Voluntary Termination. Either Party may terminate this Agreement on thirty-one (31) days prior written notice to the other Party.

1.3 Termination for Cause. Either Party may terminate this Agreement upon thirty-one (31) days 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 thirty-one (31) day period after receipt of the written notice.

II. OBLIGATIONS OF THE PARTIES

2.1 Mutual Obligations. The mutual obligations of Company and Trading Partner shall include the following:

(a) EDI 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 (defined as “a control structure in a format mutually agreeable to Company and Trading Partner for the electronic interchange of one or more encoded Data Transmissions between Company and Trading Partner”) transmitted to or from either Party.

(b) Testing. Prior to the initial Data Transmission, each Party will test and cooperate with the other Party in testing each Party’s Data Transmission process to ensure the accuracy, timeliness, completeness and confidentiality of the Data Transmission process.

(c) Data and Data Transmission Security. Company and Trading Partner will employ security measures reasonably designed to protect Data and Data Transmissions between them.

(d) Security Access Codes. The Security Access Codes that Company issues to Trading Partner will, when affixed to Data Transmissions, be sufficient to verify the identity of the transmitter and to authenticate the Data Transmission, thereby establishing the Data Transmission’s validity. Data Transmissions having a Security Access Code affixed to them will be deemed to have been “written” or “signed” by the sender. Computer printouts of the information contained in such Data Transmissions and documents that have been electronically or magnetically recorded and kept in the normal course of the sender’s or receiver’s business will be considered original business records admissible in any judicial, arbitration, mediation or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

2.2 Trading Partner Obligations. Trading Partner will:

- (a) Make commercially reasonable efforts to protect and maintain the confidentiality of Security Access Codes issued to Trading Partner by Company.
- (b) Limit disclosure of Security Access Codes to authorized personnel on a need-to-know basis.
- (c) If Trading Partner is a health care provider: Each 270(Membership Eligibility)/276(Claims Status)/278 (Preauthorization) submitted to the BCBSRI system by Trading Partner will be limited to requests for BCBSRI beneficiary eligibility/claims/preauthorization data with respect to a patient currently being treated or served by the Trading Partner, or who has contacted the submitter about treatment or service, or for whom Trading Partner has received a referral from a health care provider that has treated or served that patient.

If a Trading Partner is a health care clearinghouse or other type of entity and not a health care provider:

(a) Trading Partner will not submit a 270/276/278 to the BCBSRI system except as an authorized agent of the health plan or health care provide identified in the 270/276/278 and pursuant to a business associate contract, as required by 45 C.F.R 164.314(a) and 164.504(e), with the health plan or health care provider.

(b) If Trading Partner submits a 270 to the BCBSRI system which has been prepared by a person or entity that is not part of the Trading Partner, Trading Partner will have determined that, with respect to such entity, the entity provides sufficient security measures to associate the 270/276/278 with the person or particular employee of the entity, as applicable, who submitted the 270/276/278.

(These sections were used from the following site: www.cms.hss.gov/apps/hets/Agreement.asp)

(d) Trading Partner will send Real-time 270/276/278's in a single threaded fashion to BCBSRI unless approved by authorized BCBSRI personnel. Those Trading Partners sending in Batch mode do not have this restriction.

2.3 Company's Obligations. Company will:

Provide Trading Partner with Security Access Codes that will allow Trading Partner access to Company's Operating System. The Parties acknowledge and agree that such Security Access Codes are confidential. Company reserves the right to change Security Access Codes at any time and in such manner as Company, in its sole discretion, deems necessary; provided, however, that Company shall timely notify Trading Partner of any changes made to Security Access Codes and timely inform Trading Partner of the new Security Access Codes (if any).

III. CONFIDENTIALITY AND SECURITY

3.1 Data Security. Trading Partner will maintain commercially reasonable security procedures to prevent unauthorized access to Data, Data Transmissions, Security Access Codes, Envelope, backup files, source documents or Company's Operating System. Trading Partner will immediately notify Company of any unauthorized attempt to obtain access to or otherwise tamper with Company's Data, Data Transmissions with Company, Company's Security Access Codes, Envelope (to the extent Company's security might be adversely affected by such unauthorized attempts to gain access to, or tamper with, Envelope), backup files relating to Company's Data, Company's source documents or Company's Operating System.

3.2 Proprietary Information. Trading Partner will treat Company's information agreed by the Parties to be proprietary and requiring confidential handling ("Proprietary Information") obtained or learned in connection with this Agreement as confidential and will not use Company's Proprietary Information for Trading Partner's own commercial benefit or any other purpose not authorized in this Agreement or by Company; provided, however, that nothing in this Agreement is to be construed as preventing Trading Partner from using Company's Proprietary Information for the purposes of the submission and transmission of, and other activities relating to, health insurance enrollment and eligibility information and claims and payment for



medical services and supplies. Trading Partner will make commercially reasonable efforts to safeguard Company's Proprietary Information against unauthorized disclosure and use.

IV. MISCELLANEOUS

4.1 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:

If to Company: Blue Cross & Blue Shield of Rhode Island
Attn: Manager, EDI & Electronic Information Exchange
444 Westminster Street
Providence, RI 02903

If to Trading Partner: _____

SIGNATURES

The Parties will be bound by all the terms, provisions and conditions of this Agreement upon execution of the Agreement by each Party's authorized representative.

Agreed to

TRADING PARTNER

By: _____
Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Contact: _____
Title: _____
Telephone: _() _____

Agreed to

COMPANY (Blue Cross & Blue Shield of Rhode Island)

By _____
Name: _____
Title: _____
Address: _____
City, State, Zip: _____
Contact: _____
Title: _____
Telephone: () _____