

VENDOR/CLEARINGHOUSE ELECTRONIC DATA INTERCHANGE (EDI) AGREEMENT

To Be Used By Vendors/Clearinghouses Who Wish To Submit And/Or Receive Electronic Claims, Attachments, Audit Reports, Remittances, Eligibility and Benefits, Claim Status, Referrals and Precerts (hereinafter referred to as "Electronic Billing Data") On Behalf of Providers of Health Care Services

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, Health Care Providers, and Vendors/Clearinghouses through an arrangement whereby such Health Care 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 an arrangement will operate.

1. I, _____ (Vendor/Clearinghouse) (hereinafter referred to as the "Vendor/Clearinghouse"), certify that I will submit or support software that submits and/or receives electronic billing data only on behalf of those Health Care Providers who have given me written authorization to do so: and that I 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. I agree 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. I agree to make any necessary programming changes, as well as provide support to the Health Care Provider in establishing connectivity to Blue Cross for the transfer and return of electronic billing data to the Health Care Provider.
4. I agree that the Payer, the Secretary of HHS, or his designees have the right to audit and confirm for any purpose information submitted to me by Health Care 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. I agree to furnish to the Payer copies of the written authorizations of Health Care Providers authorizing me or my software product to submit and/or receive electronic billing data on their behalf and to give the Payer advance notice of any changes made in the status (including names and other appropriate identifiers) of Health Care Providers for whom my software product or I am authorized to submit/receive electronic billing data. The Payer must approve the additional Health Care Providers for whom my software product or I intend to submit/receive electronic billing data before they can be submitted/received.
6. The Payer may refuse for any reason to accept electronic billing data from any Health Care Provider(s) or their billing agents.
7. The Payer may refuse for any reason to generate and deliver electronic billing data to any Health Care Provider(s) or their billing agents.
8. I agree to maintain all original source documents submitted to me by the Health Care Provider. (This is not applicable if the Health Care Provider maintains the source documents). I will ensure that every electronic entry can be readily associated and identified with a source document from a Health Care Provider. All original source documents will be retained pursuant to State law.
9. The Vendor/Clearinghouse is incorporated in the State of _____. NOTE: The payer may refuse to participate with entities outside of the United States that provide software support or transmission of electronic information for Health Care Providers.

The three principal officers and their titles are:

- (1) _____
- (2) _____
- (3) _____

The three principal stockholders and their addresses are:

- (1) _____
- (2) _____
- (3) _____

The following that have a financial interest in the Vendor/Clearinghouse are either owners, officers, board members and/or medical staff members of institutions or organizations, which we serve as their Vendor/Clearinghouse.

(If none, write none).

10. I agree to supply upon request the written particulars of the financial arrangements between me and Health Care Providers for whom I submit and/or receive electronic billing data. This information includes, but is not limited to, my charging practices.
I agree 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 me, my 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. I agree not to disclose any information concerning a Payer Member 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.
11. I understand that this Agreement may be terminated by me upon 90 days written notice. The Payer may also terminate this Agreement at any time.
12. I UNDERSTAND THAT IN THE PROCESS OF THE SUBMISSION OF ELECTRONIC BILLING DATA FOR BLUE CROSS 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.

I have agreed to the above by signing below on this _____ day of _____ in the year _____.

Name of Vendor/Clearinghouse

Authorized Officer and Title