

Clearinghouse

ELECTRONIC TRADING PARTNER AGREEMENT

Agreement No.: _____

This Electronic Trading Partner Agreement (“Agreement”) is entered into as of the ____ day of _____, 200__ (“Effective Date”), by and between Blue Cross and Blue Shield of South Carolina and its subsidiaries, (hereinafter referred to collectively as “BCBSSC”) and _____ (“Trading Partner”).

RECITALS

WHEREAS, Trading Partner acts as a Business Associate to certain Providers and submits electronic transactions to BCBSSC on behalf of such Providers; and

WHEREAS, both Parties are entering into this Agreement to facilitate, through transmission via electronic formats consistent with or otherwise allowed by Social Security Act § 1173 and the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, as may be amended or modified from time to time (“Transaction Rules”), the submission and payment of claims for medical services and supplies rendered or sold to Covered Individuals by Providers;

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

I. DEFINITIONS

The following terms with initial capitals have these meanings:

- 1.1 ANSI means American National Standards Institute, an organization whose Accredited Standards Committee develops and approves uniform standards for the electronic interchange of business transactions.
- 1.2 Business Associate means an entity meeting the definition of 45 C.F.R. Part 160.103.
- 1.3 Confidential Health Information means information relating to specific Individuals, including Individually Identifiable Health Information and Health Information, that is exchanged by and between BCBSSC and Trading Partner or Providers 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”).
- 1.4 Covered Individual means an Individual who is eligible for payment of certain services or supplies rendered or sold to the Individual or to the Individual’s eligible dependents under the terms, conditions, limitations and exclusions of a health benefit program issued

or administered by BCBSSC or a health benefit program issued or administered by another Payor.

- 1.5 Data Transmission means automated transfer or exchange of data, pursuant to the terms and conditions of this Agreement, between BCBSSC and Trading Partner by means of their respective Operating Systems, which are compatible for that purpose, and includes without limitation Electronic Data Interchange (“EDI”), Electronic Remittance Advice (“ERA”) and Electronic Media Claims (“EMC”) transmissions.
- 1.6 Electronic Data Interchange (“EDI”) means the automated exchange of business documents from application to application.
- 1.7 Electronic Media Claims (“EMC”) means automated methods of submitting claims for payment of medical services or supplies rendered or sold by a Provider or Supplier to an Individual.
- 1.8 Electronic Remittance Advice (“ERA”) means a document containing information pertaining to the disposition of a specific claim for payment of services or supplies rendered to an Individual that a Provider or Supplier files with BCBSSC on the Individual’s behalf. The documents include, without limitation, information such as the Provider or Supplier name and address, Individual’s name, date of service, amount billed, amount paid, whether the claim is approved or denied, and if denied, the reason for the denial.
- 1.9 Envelope means a control structure in a format required by this Agreement for the electronic interchange of one or more encoded Data Transmissions between BCBSSC and Trading Partner.
- 1.10 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.
- 1.11 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 for which BCBSSC processes or administers claims, and specifically includes without limitation Medicare Eligible Individuals, Medicaid Eligible Individuals and Covered Individuals. Trading Partner acknowledges and agrees that claim payments made according to this Agreement will be made directly either to Providers on behalf of the Individual, or directly to the Individual, at BCBSSC’s discretion.
- 1.12 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.

- 1.13 Operating System means the equipment, software and trained personnel necessary for a successful Data Transmission.
- 1.14 Payor 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 program issued or administered by the Payor.
- 1.15 Proprietary Information means information used or created by BCBSSC in the conduct of its business activities that is not normally made available to BCBSSC's customers, competitors or third parties, the disclosure of which will or may impair BCBSSC's competitive position or otherwise prejudice BCBSSC's ongoing business.
- 1.16 Provider means a customer of Trading Partner that operates as 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.
- 1.17 Security Access Codes mean alphanumeric codes that BCBSSC assigns to Trading Partner to allow Trading Partner access to BCBSSC's Operating System for the purpose of successfully executing Data Transmissions or otherwise carrying out this Agreement.
- 1.18 Source Documents mean documents containing Data that are or may be required as part of a Data Transmission concerning a claim for payment of charges for medical services that a Provider furnishes or medical supplies that a Supplier sells to a Covered Individual. Source Documents are subject to the security standards of Article V of this Agreement. Examples of Data contained within a Source Document include, without limitation, Individual's name and identification number, claim number, diagnosis codes for the services rendered, dates of service, service procedure descriptions, applicable charges for the services rendered, the Provider's or Supplier's name and/or identification number, and signature.
- 1.19 Supplier means a person or organization that is a customer of Trading Partner and is engaged in the business of selling or leasing durable medical equipment or supplies to Covered Individuals.
- 1.20 Trade Data Log means the complete, written summary of Data and Data Transmissions exchanged between the Parties over the period of time this Agreement is in effect and includes, without limitation, sender and receiver information, and transmission date, time and general nature.

II. TERM AND TERMINATION

- 2.1 Term of Agreement. This Agreement will remain in effect for an initial period of three (3) year(s) from the Effective Date, and will automatically renew for successive periods of three (3) year(s) unless terminated pursuant to Section 2.2 or Section 2.3.
- 2.2 Voluntary Termination. Either Party may terminate this Agreement upon one hundred twenty (120) day(s) prior written notice to the other Party.
- 2.3 Termination for Cause. BCBSSC will have the unilateral right to terminate this Agreement immediately by providing Trading Partner with written notice of termination in the event of (i) a breach by Trading Partner of any section of Article V or of Article VII of this Agreement; or (ii) Trading Partner, any of its related business entities or any of its officers, directors, managing employees, Providers or Suppliers is 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)), listed by a federal agency as debarred, proposed for debarment, or suspended, or 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)).

III. OBLIGATIONS OF THE PARTIES

- 3.1 Mutual Obligations. The mutual obligations of BCBSSC and Trading Partner include the following:
- (a) Transmission Format. All standard transactions, as defined by Social Security Act § 1173(a) and the Transaction Rules, conducted between BCBSSC and Trading Partner, will be conducted electronically and will only use code sets, data elements and formats specified by the Transaction Rules and the then current version of the BCBSSC Supplemental Implementation Guides. The BCBSSC Supplemental Implementation Guides and any updates or amendments thereto may be accessed at <http://www.southcarolinablues.com> and are incorporated herein by reference. This section will automatically amend to comply with any final regulation or amendment to a final regulation adopted by HHS concerning the subject matter of this Section upon the effective date of the final regulation or amendment.
 - (b) Testing. Prior to the initial Data Transmission, each Party will test and cooperate with the other Party in testing the connectivity and interaction of the Parties' Operating Systems to ensure the accuracy, timeliness, completeness and confidentiality of each Data Transmission.
 - (c) 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 in accordance with Article V of this Agreement 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.

- (d) 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.
- (e) 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.
- (f) Backup Files. Each Party will maintain adequate backup files, electronic tapes or other sufficient means to recreate a Data Transmission for at least six (6) years from the Data Transmission's creation date. Such backup files, tapes or other sufficient means will be subject to the terms of Article V of this Agreement to the same extent as the original Data Transmission.
- (g) Data and Data Transmission Security. BCBSSC and Trading Partner will employ security measures necessary to protect Data and Data Transmissions between them, including 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 Article V of this Agreement. Unless BCBSSC and Trading Partner agree otherwise, the recipient of data or Data Transmission will use at least the same level of protection for any subsequent transmission as was used for the original transmission.
- (h) Security Access Codes. The Security Access Codes that BCBSSC issues to Trading Partner will, when affixed to Data Transmissions, be legally 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 correspondence 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.

3.2 Trading Partner Obligations. Trading Partner will:

- (a) Not copy, reverse engineer, disclose, publish, distribute, alter or use Data, Data Transmission or Envelope for any purpose other than for which BCBSSC has specifically authorized Trading Partner under the terms of this Agreement.
- (b) Not obtain access by any means to data, Data Transmission, Envelope, or BCBSSC's Operating System for any purpose other than as BCBSSC has specifically granted Trading Partner access under this Agreement. In the event that Trading Partner receives data or Data Transmissions not intended for Trading Partner, Trading Partner will immediately notify BCBSSC and make arrangements to retransmit or otherwise return the data or Data Transmission to BCBSSC. After such retransmission or return, Trading Partner will immediately delete the data and Data Transmission from its Operating System.
- (c) Protect and maintain the confidentiality of Security Access Codes issued to Trading Partner by BCBSSC, and limit disclosure of Security Access Codes to authorized personnel on a need-to-know basis.
- (d) Provide BCBSSC in writing all information requested in Exhibit A to this Agreement not later than Trading Partner's execution of this Agreement. While this Agreement is in effect, Trading Partner will notify BCBSSC in writing within one (1) business day of any material change in the information on Exhibit A to this Agreement.

3.3 BCBSSC Obligations. BCBSSC will:

- (a) Make available to Trading Partner, via electronic means, data and Data Transmissions for which this Agreement grants Trading Partner access or authorization, or as provided by law.
- (b) Provide Trading Partner with at least sixty (60) days prior written notice of any change or addition to the BCBSSC Supplemental Implementation Guides, code sets, data elements or formats for Data Transmissions set forth in Section 3.1(a) of this Agreement.
- (c) Provide Trading Partner with Security Access Codes that will allow Trading Partner to exchange Data Transmissions with BCBSSC's Operating System. BCBSSC reserves the right to change Security Access Codes at any time and in such manner as BCBSSC, in its sole discretion, deems necessary.

IV. PROVIDERS AND SUPPLIERS

- 4.1 Provider and Supplier Obligations. Trading Partner will ensure that Providers and Suppliers will be bound by the mutual obligations of the Parties set forth in Section 3.1 and Trading Partner's obligations set forth in Section 3.2, even though Providers and Suppliers are not signatories to this Agreement.

- 4.2 Responsibility for Providers and Suppliers. Trading Partner is liable to BCBSSC for any act, failure, or omission of any Provider and/or Supplier with whom Trading Partner contracts or for whom Trading Partner receives, transmits, stores or processes data or Data Transmissions or performs related activities, as though the act, failure or omission were that of Trading Partner.
- 4.3 Notices Regarding Providers. Trading Partner will notify BCBSSC at least fourteen (14) days prior to the addition or deletion of any Provider and/or Supplier from the list contained in Exhibit A of Providers and Suppliers for whom Trading Partner submits data or Data Transmissions to BCBSSC.

V. CONFIDENTIALITY AND SECURITY

- 5.1 Data Security. Trading Partner will maintain adequate security procedures to prevent unauthorized access to data, Data Transmissions, Security Access Codes, Envelopes, backup files, Source Documents or BCBSSC's Operating System. Trading Partner will immediately notify BCBSSC of any unauthorized attempt to obtain access to or otherwise tamper with data, Data Transmissions, Security Access Codes, Envelopes, backup files, Source Documents or BCBSSC's 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 BCBSSC's Proprietary Information obtained or learned in connection with this Agreement as confidential and will not use BCBSSC's Proprietary Information for Trading Partner's own commercial benefit or any other purpose not authorized in this Agreement. Trading Partner will safeguard BCBSSC's Proprietary Information against unauthorized disclosure and use.
- (c) Notice of Unauthorized Disclosures and Uses. Trading Partner will promptly notify BCBSSC of any unlawful or unauthorized use or disclosure of Confidential Health Information or BCBSSC's Proprietary Information that comes to Trading Partner's attention and will cooperate with BCBSSC in the event that any litigation arises concerning the unlawful or unauthorized disclosure or use of Confidential Health Information or BCBSSC's Proprietary Information.
- 5.2 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.

VI. RECORDS RETENTION AND AUDIT

- 6.1 Records Retention. Trading Partner will require Providers and Suppliers to maintain complete accurate and unaltered copies of all Source Documents from all Data Transmissions Trading Partner transmits to, or receives from, BCBSSC for not less than six (6) years from the date that Trading Partner transmits or receives them. All retained records will be subject to the same security measures as data and Data Transmissions.
- 6.2 Trade Data Log. BCBSSC and Trading Partner will each establish and maintain a Trade Data Log to record all Data Transmissions between the Parties during the term of this Agreement. Each Party will take necessary and reasonable steps to ensure that its Trade Data Log constitutes a complete, accurate, and unaltered record of each Data Transmission between the Parties. Each Party will retain Data Transmission records for not less than twenty-four (24) month(s) following the date of a Data Transmission. Each Party will maintain its Trade Data Log on computer media or other suitable means that permit timely retrieval and presentation in readable form.
- 6.3 Right to Audit. BCBSSC will have the right to audit relevant Trading Partner business records, Trading Partner's Trade Data Log, and Trading Partner's Operating System as BCBSSC, in its sole discretion, deems necessary to ensure compliance with this Agreement.
- 6.4 Government Requests for Information. Trading Partner will notify BCBSSC 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.

VII. REPRESENTATIONS AND WARRANTIES

- 7.1 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 nonresponsibility 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).

7.2 Legal Compliance. Trading Partner will use reasonable efforts to comply, and to cause Trading Partner's directors, officers, employees and Providers and Suppliers to comply, in all material respects with all requirements of all 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 7.2, "laws" mean all applicable statutes, laws, rules, regulations, permits, decrees, injunctions, judgments, orders, rulings, determinations, writs and awards.

7.3 Warranties Regarding Providers and Suppliers. Trading Partner warrants that it will make no changes in the Data content of Data Transmissions or the contents of an Envelope received from Providers and/or Suppliers. Trading Partner further warrants that Trading Partner will advise Providers and Suppliers of this Agreement and that Providers and Suppliers will comply in all respects with the terms of this Agreement.

7.4 Notice of Violations. Trading Partner will notify BCBSSC in writing within three (3) 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, Providers or Suppliers.

VIII. INDEMNIFICATION

8.1 Indemnification of BCBSSC. Trading Partner will indemnify, defend and hold BCBSSC 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, Providers, Suppliers, or their respective employees, subcontractors or other persons in the performance of this Agreement. BCBSSC 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. BCBSSC 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 BCBSSC in establishing its defenses to such action.

- 8.2 Breach of Warranties. Trading Partner will indemnify and hold BCBSSC harmless from and against any and all liability resulting from: (i) any misrepresentation in Trading Partner's representations and warranties in Article VII of this Agreement; (ii) disputes between BCBSSC and Providers and/or Suppliers regarding Data Transmissions that are the subject of this Agreement; (iii) Trading Partner's failure to notify BCBSSC as required in Section 7.4 of this Agreement; or (iv) actual exclusion during the term of this Agreement from any federal health care program (as defined in the Social Security Act § 1128B(f)).
- 8.3 Participation in Actions. BCBSSC reserves the right, at its option and expense, to participate in the defense of any suit or action brought against Trading Partner, Providers or Suppliers arising out of any act or omission in connection with this Agreement.
- 8.4 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.
- 8.5 Limitation of Liability. Except for the indemnification obligations in Article VII, claims or causes of action related to Trading Partner's actual or alleged breach of Article V, or fraud by Trading Partner, neither Party will be liable for any special, incidental, indirect, punitive, 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.

IX. MISCELLANEOUS

- 9.1 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:

To: Blue Cross and Blue Shield of South Carolina
I-20 Alpine Road, AX-701
Columbia, South Carolina 29219

Attn: Martha Owens Perry

Title: AVP, Health Care Services

To: _____
(Trading Partner)

(Address)

(City, State, Zip Code)
Attn: _____
Title: _____

- 9.2 Amendments. This Agreement may not be changed or modified except by an instrument in writing signed by each Party’s authorized representative.
- 9.3 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 South Carolina.
- 9.4 Jurisdiction, Venue and WAIVER OF JURY TRIAL. The Parties agree that any action or proceeding arising out of or related to this Agreement shall be instituted only in the Federal District Court in Columbia, South Carolina. Each party consents and submits to the jurisdiction of such court and agrees that venue therein shall be proper and convenient. In any such action or proceeding in such court, each party waives any right to raise any objection based upon improper venue, lack of jurisdiction, or inconvenient forum, and each party consents to personal jurisdiction of such court and agrees service of process may be effected by United States mail. **EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.**
- 9.5 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. BCBSSC retains the right to assign or delegate any of its rights or obligations hereunder to any of its subsidiaries, affiliates or successor companies. Otherwise, neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed.
- 9.6 Relationship of BCBSSC to Blue Cross Blue Shield Association. This Agreement constitutes a contract between Trading Partner and BCBSSC. BCBSSC 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 BCBSSC to use the Blue Cross® and Blue Shield® service marks in South Carolina. BCBSSC 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 BCBSSC, and no person, entity or organization other than BCBSSC will be held accountable or liable to Trading Partner for any of BCBSSC’s obligations to Trading Partner under this Agreement.

- 9.7 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 2.2 of this Agreement.
- 9.8 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.
- 9.9 No Agency. Nothing in this Agreement will place BCBSSC 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.
- 9.10 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.
- 9.11 Entire Agreement. This Agreement, together with its Exhibits, and any applicable Riders and Amendments, constitutes the entire understanding between the Parties 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 on this specific 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.
- 9.12 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.
- 9.13 Survival. The provisions of Sections 3.1(d) and 3.2; Article V; Sections 6.1 and 6.2; and Article VIII will survive termination of this Agreement.

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

Agreed to
**BLUE CROSS AND BLUE SHIELD
OF SOUTH CAROLINA, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

I-20 at Alpine Road, AA-270

City, State, Zip: _____

Columbia, S.C. 29219

Date: _____

Date: _____

Contact: _____

Contact: _____

Title: _____

Title: _____

Telephone: () _____

Telephone: () _____

PLEASE NOTE: Trading Partner must complete and return Exhibit A with this signed Electronic Trading Partner Agreement.

Appendix A - Trading Partner Enrollment Form

The purpose of the *BlueCross® BlueShield® of South Carolina EDIG Trading Partner Enrollment Form* is to enroll providers, software vendors, clearinghouses and billing services as trading partners and recipients of electronic data. It is important you follow these instructions, and complete all the required information. We will return incomplete forms to the applicant, which could delay the enrollment process.

You should complete enrollment forms electronically. Use your **TAB** key to move forward through the form fields or click your cursor in a desired field or box. Be sure to save the file after you have completed the form.

If you are a prospective BlueCross commercial, BlueChoice® HealthPlan, or Instil Health payer trading partner, print and mail a hard copy of the completed form to:

BlueCross BlueShield of South Carolina
 Technology Support Center: EDI Enrollment
 I-20 at Alpine Road, AA-E05
 Columbia, SC 29219

If you are a prospective PGBA LLC (TRICARE) trading partner, e-mail the completed form to edig.ops@PalmettoGBA.com. Or, you can fax a copy to (803) 763-4954 or print and mail a hard copy to:

Palmetto GBA
 Attention: EDIG Operations, AG-280
 2300 Springdale Drive, Building One
 Camden, SC 29020-1728

EDIG Operations will acknowledge receipt of your enrollment form via e-mail within four business days.

This table will help trading partners complete the enrollment form:

Form Field Name	Instructions for Field Completion	Req.
Date	Enter today's date.	1 2 3
Action Requested:	Indicate the action to be taken on the enrollment form. Note: Depending on the requested action, different fields of this form are required. These are identified in the column at right.	
New Trading Partner ID	1. To apply for a new Trading Partner ID, check New Trading Partner ID .	1
Change	2. To change Trading Partner information, check Change .	2
Cancel	3. To cancel your enrollment, check Cancel .	3
Trading Partner Name	Enter the name of the entity that will be submitting/receiving electronic transactions with BlueCross EDIG.	1 2 3
Trading Partner ID	The Trading Partner ID is assigned by BlueCross EDIG to identify trading partners to our system.	2 3

Form Field Name	Instructions for Field Completion	Req.
Federal Tax ID #	Enter the trading partner's Federal Tax Identification Number.	1
Type of Business	Select the type of primary business the trading partner conducts. If you check "Other," indicate the type of business on the line provided.	1
Line of Business	Check one box per enrollment form indicating if transactions are BlueCross Commercial or TRICARE.	1
Start Date	Indicate, in mm/dd/ccyy format, the date the trading partner plans to begin transaction testing with BlueCross EDIG.	1
End Date	If you are using this form to cancel an account, indicate, in mm/dd/ccyy format, the date the trading partner intends to terminate its trading partner account.	3
Compression	If you wish your files to be downloaded in a compressed format, check PKZIP or UNIX . If not, check No Compression .	1
Protocol	Check the preferred communication method. If ASYNC dial-up is checked, then specify the product. If Other is checked, please specify.	1
Service Address	Enter the trading partner's complete address (including street, city, state and ZIP) that is the physical location for your business.	1 2
Billing Address	If different from the service address, enter the trading partner's billing (or mailing) address (including street, city, state and ZIP).	1 2
Primary Contact Information	The name, e-mail address, telephone number and fax number of the trading partner's primary contact. This is the person BlueCross EDIG will contact if there are questions regarding the enrollment or future questions about the account.	1 2
Technical Contact Information	The name, e-mail address, telephone number and fax number of the trading partner's technical contact. This is the person BlueCross EDIG will contact if there are technical questions or problems.	1 2
After Hours Technical Contact Information	The name, e-mail address, telephone number and fax number of the trading partner's after hours technical contact. This is the person BlueCross EDIG will contact if there are technical questions or problems after normal business hours.	1 2
On-Call Technical Contact Information	The name, e-mail address, telephone number and fax number of the trading partner's on-call technical contact. This is the person BlueCross EDIG will contact if there are technical questions or problems after normal business hours and is unable to contact the After Hours Technical Contact.	1 2
Transaction Volume Estimates	Mark yes (Y) or no (N) for each mode. If you mark yes, indicate the average number of transactions you anticipate submitting each week.	1

BlueChoice HealthPlan is a wholly owned subsidiary of BlueCross BlueShield of South Carolina. Both are independent licensees of the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans. ®Registered mark of the Blue Cross and Blue Shield Association.

BlueCross EDIG Trading Partner Enrollment Form ASC X12N Transactions

Date: _____

Action Requested: New Trading Partner ID
(Check One) Change Cancel

Trading Partner Name: _____

Trading Partner ID: _____

Federal Tax ID #: _____

Type of Business: Institutional Health Care Provider Clearinghouse Billing Service
(Check One) Professional Health Care Provider Health Care Plan
 Retail Pharmacy Pharmacy Benefit Manager
 Software Vendor Other (indicate): _____

Line of business: BlueCross BlueShield of South Carolina Commercial
(Check One) TRICARE

Start Date: _____ (mm/dd/ccyy)

End Date: _____ (mm/dd/ccyy)
(Required when canceling an account)

Compression: No Compression PKZIP UNIX
(Check One)

Protocol: NDM FTP DIALUP ASYNC DIALUP (product) _____
(Check One) Secure FTP VPN LU6.2 _____
 TCPIP Other (indicate): _____

Service Address

Address 1: _____

Address 2: _____

City/State/ZIP: _____

Billing Address (If different from the Service Address)

Address 1: _____

Address 2: _____

City/State/ZIP: _____

Primary Contact Information

First / Last Name: _____ E-mail: _____

Telephone: () ___ - ___ ext. _____ Fax: () ___ - ___

Primary Technical Contact Information

First / Last Name: _____ E-mail: _____

Telephone: () ___ - ___ ext. _____ Fax: () ___ - ___

After Hours Technical Contact Information

First / Last Name: _____ E-mail: _____

Telephone: () ___ - ___ ext. _____ Fax: () ___ - ___

On Call Technical Contact Information

First / Last Name: _____ E-mail: _____

Telephone: () ___ - ___ ext. _____ Fax: () ___ - ___

If you are a Clearinghouse or Software Vendor and would like to be added to the Thumbs Up Certified Vendor list located on the www.SouthCarolinaBlues.com Web site, please provide the following:

Web site address / URL: _____

Salesperson Name / Contact Telephone: _____

If you would like to provide additional contact information, please do so below. On the description line give a brief explanation or purpose for the additional contact.

Additional Contact Information

1st Additional Contact Information	
Description: _____	
First / Last Name: _____	E-mail: _____
Telephone: () ___ - ___ ext. ____	Fax: () ___ - ____
Technical Contact Information	
First / Last Name: _____	E-mail: _____
Telephone: () ___ - ___ ext. ____	Fax: () ___ - ____

2nd Additional Contact Information	
Description: _____	
First / Last Name: _____	E-mail: _____
Telephone: () ___ - ___ ext. ____	Fax: () ___ - ____
Technical Contact Information	
First / Last Name: _____	E-mail: _____
Telephone: () ___ - ___ ext. ____	Fax: () ___ - ____

3rd Additional Contact Information	
Description: _____	
First / Last Name: _____	E-mail: _____
Telephone: () ___ - ___ ext. ____	Fax: () ___ - ____
Technical Contact Information	
First / Last Name: _____	E-mail: _____
Telephone: () ___ - ___ ext. ____	Fax: () ___ - ____

4th Additional Contact Information	
Description: _____	
First / Last Name: _____	E-mail: _____
Telephone: () ___ - ___ ext. ____	Fax: () ___ - ____
Technical Contact Information	
First / Last Name: _____	E-mail: _____
Telephone: () ___ - ___ ext. ____	Fax: () ___ - ____
First / Last Name: _____	E-mail: _____
Telephone: () ___ - ___ ext. ____	Fax: () ___ - ____