

WHICH FORMS SHOULD I COMPLETE?

- **ERA Registration Form**

WHERE SHOULD I SEND THE FORM(S)?

- Email to EDIHelpDesk@bcidaho.com; or
- Fax to (208) 331-7203

WHAT IS THE TURNAROUND TIME?

- Standard Processing Time is 15 business days.



ERA REGISTRATION FORM

Blue Cross of Idaho
3000 E Pine Ave.
Meridian, ID 83642
Fax 208-331-7203

Date: _____

Provider Information:

Business Name:
Billing NPI Number:
Billing EIN:
Business Address:
City, State and Zip:
Phone Number:
Contact Name:
Email Address:

Required Information:

X12N 5010X221- 835 (Remittance advice)	Billing Provider Blue Cross of Idaho ID:
	Clearinghouse Name:
	ISA06 Submitter ID:

Provider or Office Manager Signature: _____

ELECTRONIC TRADING PARTNER AGREEMENT: BUSINESS ASSOCIATE

This Electronic Trading Partner Agreement ("Agreement") is made as of the 10th day of February, 2016 ("Effective Date"), by and between Blue Cross of Idaho EDI+ Clearinghouse, ("Clearinghouse"), and Office Any ("Trading Partner"), the Business Associate of one or more health care providers.

This Agreement provides the terms and conditions governing electronic transfers of data communications and funds between Clearinghouse 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. Trading Partner intends to exchange electronic transactions with Clearinghouse. Both parties acknowledge and agree that the privacy and security of data held by or exchanged between them is of utmost priority. Each party agrees to take all steps reasonably necessary to ensure that all electronic transactions between them conform to the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and regulations promulgated thereunder. Without limiting the generality of the preceding sentence, the parties agree as follows:

A. Mutual Obligations of the Parties

- 1. Mutual Obligations.** Each party shall take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure, and shall take reasonable precautions to prevent unauthorized access to (a) its own and the other party's transmissions and Information System, (b) the transmissions themselves, and (c) the control structure applied to transmissions between them. The parties shall follow the communications and protocols for sending and receiving transactions as set forth in the Companion Guides.
- 2. Retransmission of Lost, Indecipherable, or Misrouted Transmissions.** A party that discovers within sixty (60) days that a data transmission is a Lost, Indecipherable or Misrouted Transmission shall retransmit the original transmission within five (5) business days of its discovery.
- 3. Backup Files.** Except with respect to data returned or destroyed pursuant to Section A.8 of this Agreement, each party shall maintain adequate backup files, electronic tapes or other sufficient means to recreate a transmission of data for at least six (6) years from the data transmission's creation date. Each party shall subject such backup files, tapes or other sufficient means to the privacy and security provisions of this Agreement to the same extent as the original data transmission.
- 4. Transmission Format.** Clearinghouse and Trading Partner shall conduct all Standard Transactions (as defined by Social Security Act § 1173(a) and the Transactions Rule) using only the Code Sets and identifiers (including, but not limited to National Provider Identifiers or NPIs) specified by the Transactions Rule and the Data Elements, Data Conditions, Data Content, and data formats specified by the implementation guides adopted by HHS in the Transactions Rule.
- 5. Costs.** Each party shall obtain and maintain an Information System that includes trained personnel, equipment, and software necessary to conduct compliant, timely, complete, accurate and secure Standard Transactions pursuant to this Agreement. Each party shall obtain and maintain its Information System at its own expense and shall pay its own costs related to conducting Standard Transactions under this Agreement. Each party is responsible for its own expenses incurred for

translating, formatting, and sending or receiving Standard Transactions. Clearinghouse shall not be responsible for the cost of alterations to Trading Partner's equipment or software necessary for Trading Partner to conduct Standard Transactions with Clearinghouse.

6. **Testing.** Before initiating any Standard Transaction, and thereafter throughout the term of this Agreement, each party shall cooperate with the other party in testing transmissions and processing systems to ensure that each data transmission complies with all requirements and is accurate, timely, complete, and confidential. Failure to consistently send compliant, accurate, and complete transmissions may result in Clearinghouse's suspension of Trading Partner's electronic trading privileges and imposition of a requirement for Trading Partner to retest transmissions.

7. **Privacy and Security.** Each party is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other party, in compliance with the Privacy, Security, and Breach Notification Rules, and any other implementing regulations or guidelines promulgated by HHS.

8. **Return or Destruction of Data.** If either party receives data not intended for it from the other party, the receiving party shall immediately notify the sender to arrange for return or destruction of the data, as the sender directs. After such return or destruction, the receiving party shall immediately delete all such data (including the data transmission) from its Information System, including any backup files otherwise required by Section A.3 of this Agreement.

B. Trading Partner Obligations

1. **Companion Guides.** Trading Partner shall comply with all instructions and requirements set forth in Companion Guides that Clearinghouse posts on its website or otherwise makes available to Trading Partner. Any failure to comply with these requirements shall constitute a material breach of this Agreement by Trading Partner. Trading Partner shall not, however, be required to implement modifications to a Companion Guide sooner than thirty (30) days after publication of the modification, unless a shorter compliance period is necessary to conform to the applicable implementation guide or federal law.

2. **Prohibited Use.** Trading Partner shall not copy, reverse engineer, disclose, publish, distribute, alter or use data or data transmissions for any purpose other than for which Clearinghouse has specifically authorized Trading Partner under the terms of this Agreement.

3. **Prohibited Access.** Trading Partner shall not obtain access by any means to data, data transmissions, or Clearinghouse's Information System for any purpose other than as Clearinghouse has specifically granted Trading Partner access under this Agreement.

4. **Protection of Access Codes.** Trading Partner shall use Security Access Codes with each Standard Transaction as an electronic signature to authenticate and verify that (1) Trading Partner sent the transmission and (2) Trading Partner included the Data Content furnished by the applicable health care provider and Trading Partner did not alter any Data Content in the Standard Transaction. Trading Partner shall:

- (a) Protect and maintain the confidentiality of Security Access Codes issued to Trading Partner by Clearinghouse.
- (b) Limit disclosure of Security Access Codes to authorized personnel on a need-to-know basis and treat the Codes as confidential information.

- (c) Promptly request Clearinghouse to terminate Security Access Codes to which unauthorized personnel, including former employees, have access.

5. **Out-of-Area Providers.** Trading Partner shall not submit to Clearinghouse Standard Transactions on behalf of a health care provider, unless the provider is (a) located in BCI's service area, (b) located in counties that are contiguous to BCI's service area, or (c) under contract with BCI.

6. **Business Associate Agreements.** Prior to conducting Standard Transactions with Clearinghouse on behalf of a health care provider, Trading Partner shall engage the provider in an agreement that meets the requirements for an agreement with a Business Associate under 45 C.F.R. §164.504(e), as may be amended from time to time.

7. **List of Providers.** Trading Partner shall provide Clearinghouse with a list of providers on whose behalf Trading Partner conducts Standard Transactions with Clearinghouse. Trading Partner shall promptly provide the list upon request. Trading Partner shall include on the list provider name, address, national provider identifier, BCI provider identifier, and other information that Clearinghouse reasonable requests.

C. Clearinghouse Obligations

1. **Data Transmission.** Clearinghouse shall provide Trading Partner access to Clearinghouse's Information System to conduct Standard Transactions. Trading Partner acknowledges that Clearinghouse's Information System may, from time to time, be inaccessible for a variety of reasons. Notwithstanding Section D.1 of this Agreement, Clearinghouse may at any time and in Clearinghouse's sole discretion terminate Trading Partner's access to Clearinghouse's Information System.

2. **Companion Guides.** Clearinghouse shall publish Companion Guides and post them in an easily accessible format and location for Trading Partner's use. Clearinghouse may modify its Companion Guides at any time without amendment to this Agreement. Clearinghouse may refuse to process any transaction that does not conform to the applicable Companion Guide.

3. **Security Access Codes.** Clearinghouse shall provide Trading Partner Security Access Codes that will allow Trading Partner access to Clearinghouse's Information System to conduct Standard Transactions. Clearinghouse reserves the right to change Security Access Codes at any time and in such manner as Clearinghouse, in its sole discretion, deems necessary.

D. Term, Termination and Liability

1. **Term of Agreement.** This Agreement will remain in effect from the Effective Date until terminated pursuant to the provisions below:

- (a) *Voluntary Termination.* Either party may terminate this Agreement upon ninety (90) days prior written notice to the other party.
- (b) *Termination for Cause.* Either party may terminate this Agreement upon thirty (30) 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 (30) day period after receipt of the written notice. In the event of the termination of any applicable contract between the Parties or Trading Partner and BCI, Clearinghouse shall have the unilateral right to terminate this Agreement immediately by providing Trading Partner with written notice of termination.

2. Continuing Obligations. Termination or expiration of this Agreement, or any other contract between the parties, does not relieve either party of its obligations under this Agreement and under federal and state laws and regulations pertaining to the privacy and security of Protected Health Information.

3. Indemnity. Each party shall indemnify and hold harmless the other party and any of the other party's affiliates, officers, directors, employees or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of any act or omission of the breaching party or any subcontractor, agent, person or entity under the breaching party's control, in the performance of this Agreement.

(a) *Right to Tender or Undertake Defense.* If the non-breaching party is named a party in any judicial, administrative or other proceeding arising out of any act or omission in the performance of this Agreement by the breaching party or any subcontractor, agent, person or entity under the breaching party's control, the non-breaching party will have the option at any time either (i) to tender its defense to the breaching party, in which case the breaching party shall provide qualified attorneys, consultants, and other appropriate professionals to represent the non-breaching party's interests at the breaching party's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the breaching party shall be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

(b) *Right to Control Resolution.* Each party will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of action, liabilities or damages against it, notwithstanding that it may have tendered its defense to the other party. Any such resolution will not relieve the breaching party of its obligation to indemnify the non-breaching party under this Section D.3.

4. Limitation of Liability. Except with respect to claims or causes of action related to fraud or intentional misrepresentation by Trading Partner, neither party shall 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 transmission of data 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.

5. Dispute Resolution. The Parties shall work together in good faith to resolve any dispute or alleged breach of this Agreement within a reasonable period of time by using a mutually agreed alternative dispute resolution technique prior to resorting to litigation. This provision does not apply to actions by either party that are the subject of immediate termination under this Agreement or to disputes involving fraud or intentional misrepresentation, in which case a party will be free to seek available remedies in any appropriate forum at any time.

E. General Provisions

1. Choice of Law. This Agreement will be governed by and construed under the laws of the State of Idaho.

2. Compliance with Law. This Agreement will automatically amend as necessary to comply with statute or regulation.

Agreed to:
BLUE CROSS OF IDAHO EDI+CLEARINGHOUSE
3000 E. Pine St., Meridian, ID 83642

If Trading Partner makes any change to this document to which Clearinghouse does not explicitly agree in writing, this Agreement is not valid.

**When printing this Agreement to complete and sign please keep a copy on file and FAX to:
Attn: EDI Help Desk, Blue Cross of Idaho Clearinghouse, Fax number (208) 331-7203 or mail
to PO Box 7408, Boise, ID 83707.**

3. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be deemed severable from the remainder of this Agreement and the parties agree to renegotiate the provision in good faith, in order to maintain the economic position enjoyed by each party as close as possible to that under the provision rendered unenforceable. In the event that the parties cannot reach a mutually agreeable and enforceable replacement provision, then (a) such provision shall be excluded from this agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

F. Definitions

1. **Definitions.** The following terms are used in this Agreement as defined below.

- a) "BCP" means Blue Cross of Idaho Services, Inc.
- b) "Companion Guides" are the manuals or guides that Clearinghouse publishes containing requirements and instructions for Trading Partner's exchange of Standard Transactions with Clearinghouse.
- c) "HHS" is the United States Department of Health and Human Services.
- d) "Lost, Indecipherable or Mirrored Transmission" is an electronic transaction (i) that the a party cannot process because it is garbled or incomplete, regardless of how or why the electronic transaction was rendered garbled or incomplete, or (ii) that is not intended for that party.
- e) "Privacy, Security, and Breach Notification Rules" are the rules found at 45 C.F.R. Parts 160 and 164, and were promulgated by HHS to implement the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act.
- f) "Security Access Code" is an alphanumeric code that Clearinghouse assigns to Trading Partner to allow Trading Partner access to Clearinghouse's Information System for the purpose of conducting Standard Transactions or otherwise carrying out this Agreement.
- g) "Transactions Rule" is the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, as may be amended or modified from time to time.

2. **Other Capitalized Terms.** Capitalized terms not defined herein, including "Business Associate," "Standard Transaction," and "Information System," have the meaning established in the Transactions Rule, or Privacy, Security, and Breach Notification Rules.

ELECTRONIC TRADING PARTNER AGREEMENT SIGNATURES

The parties shall 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 SIGNATURE

Print Name: Brian O'Neill (CEO)

Office Ally

TRADING PARTNER NAME

Date: 2/10/16