

*Indicates required field **Blue e Registration for Chiropractic Specialists**

*Federal Tax Identifier:

*Business Name:

* Street Address:

*City, State, Zip Code:

Providers

Please enter both the National Provider Identifier (NPI) for the individual chiropractor/s and the NPI under which your office bills claims. At least one individual NPI and one billing NPI must be submitted.

*Type 1 NPI:

*Type 2 NPI:

Type 1 NPI:

Type 2 NPI:

Authorized Business Contact

*First Name:

*Last Name:

*Phone Number:

* Fax Number:

* Email:

Blue e Users: Complete for each person who should be set up for Blue e Access; you must have at least one person.

*First Name:

*Last Name:

*Phone Number:

* Fax Number:

EFT Access: * Email:

First Name:

Last Name:

Phone Number:

Fax Number:

EFT Access: Email:

First Name:

Last Name:

Phone Number:

Fax Number:

EFT Access: Email:

Terms and Conditions

Please read the Terms and Conditions below, and then check the "I accept the Terms and Conditions" checkbox.

* I accept the Terms and Conditions.

*Authorized Signatory

First Name:

*Authorized Signatory

Last Name:

* Title:

This Agreement is between (herein referred to as "you" and "your") and Blue Cross and Blue Shield of North Carolina, an independent licensee of the Blue Cross and Blue Shield Association, (herein referred to as "Plan").

The "Network" as used herein means an electronic data interchange network of the Plan, which allows remote users to access and transmit health care data. In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

I. HARDWARE & EQUIPMENT

- A. You are responsible for providing Internet access.
- B. You are responsible for the purchase and maintenance of your own hardware and equipment, including local area networks, personal computers, routers, modems, etc., necessary for connecting to the Network.

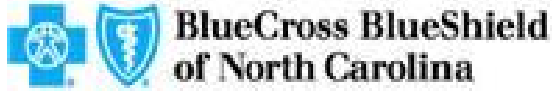
II. NETWORK SECURITY

- A. You agree to comply with all security requirements the Plan may impose for use of the Network, and you agree not to attempt to circumvent such security requirements. You are responsible for identifying all providers and users bound by this agreement. You shall be responsible for establishing security protocols for the assignment of user identifiers and passwords to your authorized personnel, including maintaining a record of such individuals with the date access is granted and terminated, as well as ensuring that user identifiers are deactivated upon termination or suspension of employment. You agree to maintain a current list of individuals authorized to use the Network on your behalf and their respective Network identifiers, and to provide such list to the Plan upon request.
- B. The parties acknowledge that the Network is used to transmit confidential health information. You warrant that you have a lawful and appropriate purpose for accessing health information through the Network pursuant to a separate agreement with the Plan, and you agree not to use the Network for any unlawful or improper purpose. Both parties represent that they have respective internal policies and procedures in place to maintain confidentiality of health information, and agree to abide by all applicable laws and regulations governing the use and disclosure of such information as may be enacted from time to time, including but not limited to the Health Insurance Portability and Accountability Act and related regulations.
- C. The parties agree that in the event of any incidents which the Plan determines in its sole judgment and discretion present an unacceptably high risk to the Plan, the Plan shall have the right to immediately shut down the Network connectivity until the Plan determines that the risk has been acceptably mitigated. You agree that in the event that connectivity is suspended the Plan will not be liable for any losses resulting from losing access to the Network.

III. GENERAL

- A. Either party may terminate this Agreement upon thirty (30) business days prior written notice to the other party. Further, either party may terminate this Agreement for cause upon written notice of a material breach and failure to cure within ten (10) business days of such notice. The Plan may terminate this Agreement immediately in the event of any violation of the security provisions contained in Section II. above.

- B. You agree to hold harmless and indemnify the Plan from and against all suits or claims or liability and/or property damage arising from or alleged to arise from the furnishing of information hereunder by the Plan to you.
- C. You and Plan agree that the verification of an individual's eligibility obtained through the Network is only an indication of the enrollment status and benefits at the time of inquiry. Plan payment of services is contingent upon the confirmation of status at the time of Plan claims processing and upon the terms and conditions of the participant's certificate as determined by the Plan. The Plan shall have no liability for payment of benefits shown on the Network. Benefits and coverages are only as exist in the current participant contract as determined by the Plan. Similarly, payment for services provided to State Health Program members, is contingent upon confirmation of eligibility at the time the claim is processed by the State of North Carolina. The Plan is in no way responsible for and will not modify any information received from the State of North Carolina.
- D. Some of the information that can be accessed by you may have been provided by the Federal Medicare Program for use in the payment of Medicare supplementary or complimentary benefits. Medicare customer and claims information is subject to the provisions of the Freedom of Information Act. You agree that such information will be used only for authorized Medicare program purposes and will not be further disclosed. In accordance with the Privacy Act of 1974, as amended, you agree to meet the required conditions for system security safeguards. You agree that such information furnished to and/or received by you under this agreement will be used only in connection with the determination of eligibility and payments of Medicare benefits. You agree to limit access to the information to only those who need it to perform their duties in connection with the authorized use; to store and process the magnetic tapes, Medicare claims information, and/or electronic eligibility files in such a manner that unauthorized persons cannot retrieve the information by means of computer, remote terminals or other means; and to advise all personnel who will have access to the data of the confidential nature of the information, the safeguards required and the criminal penalties for noncompliance contained in section 1106(a) of the Social Security Act (42 U.S.C., Section 1306(a)) and the Privacy Act of 1974, as amended (5 U.S.C., Section 552a(i)(3)). You agree that you shall be liable for any and all breaches of this paragraph that may be committed by any of your partners, directors, officers, employees, servants, agents, or subcontractors (including billing services or data transmission services.).
- E. Plan will provide one-time training on the Network for those of your personnel who are initially authorized to use the Network. Additional training may be offered at published hourly rates.
- F. In no event shall the Plan be liable for any indirect, special, or consequential damages of any nature with respect to the failure to fulfill its obligation under this Agreement.
- G. This Agreement shall constitute the entire Agreement between you and Plan for the Network and the services and functions addressed in this Agreement, and may be amended by the Plan upon thirty (30) days prior written notice to you. Any prior EDI Network Agreement between the parties, except for any **Blue e INTERACTIVE NETWORK AGREEMENT FOR GROUP HEALTH INSURANCE OR ADMINISTRATIVE SERVICES AGREEMENTS**, is superseded by this agreement.
- H. You and Plan shall be independent contractors for all purposes, including tax purposes, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as an employee, agent or principal of the other.
- I. This Agreement and the terms and conditions herein are non-assignable and nontransferable by you. You acknowledge that services under this Agreement and under the subscriber's certificate, as well as the right to receive payment for services rendered therefore, are not assignable.
- J. No action, regardless of form, arising out of this Agreement may be brought by either party more than two (2) years after the cause of action has arisen.



An independent licensee of the Blue Cross and Blue Shield Association

Fax this agreement to BCBSNC @ 919-765-7101

- K. Both parties agree that Section III.D. shall survive termination of this Agreement regardless of the causes giving rise to such termination and will supersede any oral or written agreement now existing or hereafter entered into.
- L. This Agreement shall be governed by the laws of the State of North Carolina. The venue for the initiation of any such action hereunder shall be Orange County, North Carolina.
- M. You agree that in contracting to use Blue e, you forgo the receipt of paper remittances (Notices of Payment or Explanation of Payment) and shall receive remittances by electronic means, via **Blue e** Remittance Inquiry, only.
- N. If you wish to establish payment via electronic funds transfer (EFT), you must select access to the EFT transaction by checking the EFT checkbox in the Providers section of the form. Checking this box will give the EFT User Role to your Blue e account. Your designated Blue e Administrator will have the ability to assign a user, who can access the EFT transaction and set up your practice for EFT. The identified user(s) should have authority to enter and maintain this information on behalf of your business. The Blue e User you identify for EFT access is designated as the Authorized Signatory of the Electronic Funds Transfer record. If you elect to have multiple users with access to the same EFT record, the last user to modify the record will be identified as the authorized signatory for your business EFT.
- O. You agree to set up and maintain your user group through the assignment of an in-house administrator to manage your Blue e users (e.g. reset passwords, create users, and remove users) when completing the Blue e Administrator section of the form. Esolutions provides instructions outlining the duties and functions of a Blue e Administrator, and delivers an email to that individual upon registration. We agree to provide these instructions to the assigned administrator within 2 days of Blue e registration.

This Agreement shall be effective as of the day of , and shall continue in effect until the following January 1, at which time it will automatically renew for successive one-year periods.

Barry Hillman, Director for eSolutions
Authorized Signatory for **Blue Cross and Blue Shield of North Carolina**