



TRADING PARTNER AGREEMENT END USER

Section 1. Introduction

Excellus Health Plan, Inc. (hereinafter, “**Health Plan**”) and the end user, defined for purposes of this Trading Partner Agreement (hereinafter, “**Agreement**”) as a health care services provider, employer group, or other party accepted by Health Plan and identified in this Agreement as an end user (hereinafter “**Trading Partner**”), mutually acknowledge the benefits to both parties of submitting transaction inquires electronically. In order to obtain the cost savings and administrative convenience of such electronic exchanges, this Agreement establishes the manner in which such exchanges will occur. On each and every occasion when Trading Partner initiates one or more electronic communications with Health Plan, this Agreement shall apply. This Agreement supersedes any prior electronic transactions agreement that may exist between the parties.

Section 2. Services to Be Provided

2.1 Electronic Services. Health Plan shall make available a variety of services, at Health Plan’s discretion or as dictated by law, that Trading Partner may utilize via electronic media. Trading Partner’s access is **only** on its own behalf as an end user; Trading Partner is not authorized to access the services made available by Health Plan on behalf of other individuals or organizations (for example, collections agencies).

Health Plan will offer electronic connectivity to Trading Partner for the performance of agreed-upon transactions. Health Plan may change the scope of electronic services offered by Health Plan from time to time without advanced notice and without consent of Trading Partner.

In conducting electronic transactions, the parties must use the code sets, data elements, formats, and instructions specified in the applicable ANSI X12N Implementation Guide(s). Health Plan will supply Trading Partner with any Companion Guide(s) or other document(s) developed by Health Plan to communicate business requirements not specifically addressed in the ANSI X12N Implementation Guide(s). Health Plan will reject any transaction that does not satisfy the current formats, specifications, and technical and edit requirements set forth in the applicable ANSI X12N Implementation Guide(s) and Companion Guide(s) or other Health Plan document(s) developed for electronic trading partners by Health Plan. The provisions of the applicable ANSI X12N Implementation Guide(s) and any Companion Guide(s) or other document(s) developed for electronic trading partners by Health Plan are specifically incorporated by reference into this Agreement.

If an electronic transaction conducted between Health Plan and Trading Partner is not a compliant transaction, Health Plan shall reject the transaction, or batch of transactions, with the



corresponding HIPAA code or codes that apply to the particular transaction at issue. Trading Partner is responsible for retrieving transaction response reports, which will provide information about transaction denials and other file format issues. Health Plan will not monitor validation errors.

Trading Partner shall be responsible for, and Health Plan may bill Trading Partner for, any and all fees or penalties imposed upon Health Plan as a result of inappropriate transactions submitted by or on behalf of Trading Partner to Health Plan. All security codes, instruction manuals and other materials that Health Plan provides to Trading Partner, including those of any Health Plan subcontractor, shall remain the property of Health Plan and shall be returned to Health Plan upon demand, together with copies of the foregoing and any backup files and data.

2.2 Lost or Destroyed Data. In the event that any data submitted electronically by or on behalf of Trading Partner is lost, destroyed, indecipherable, or for any other reason is not in usable form by Health Plan, regardless of reason or fault, Trading Partner and Health Plan pledge their prompt and mutual cooperation to reconstruct and resubmit such data. Upon request, Trading Partner must be prepared to provide proof of the original data submission at issue. Trading Partner agrees to maintain adequate back-up tapes, source documents and files necessary to recreate any such transactions. Neither Trading Partner nor Health Plan shall have any financial or other liability to the other in the event of lost, destroyed, changed or indecipherable data transferred during the use of the electronic services. Each party's sole remedy and responsibility shall be to use prompt and reasonable efforts to reconstruct and retransmit the data. Trading Partner agrees to locate, trace or resubmit any such transmissions at Trading Partner's own expense.

2.3 Authenticity, Record Requirements, Certifications. Trading Partner and Health Plan agree that the electronic transmission of information in response to inquiries is no guarantee of payment and does not change any of the conditions under which Health Plan is obligated to pay health care claims submitted on behalf of Health Plan's covered members. Trading Partner shall ensure that each and every transaction is capable of being associated with services actually being rendered, or under consideration of services to be rendered, to the member identified on the transaction. Trading Partner agrees to retain such information, documents and records supporting the electronic inquiries that are submitted in their original format for at least one year after they are first submitted to Health Plan.



Section 3. Use of System Only to Submit Electronic Transactions for Related Services

3.1 Trading Partner agrees that it shall only make use of the electronic services offered by Health Plan and other payors signing agreements with Health Plan to submit electronic transactions (such as eligibility verification) in relation to anticipated efforts to obtain claim payments from Health Plan or other payors for rendering services. Trading Partner agrees that it shall not use the electronic services to collect or review information regarding Health Plan and/or the other payors for other reasons such as collection of health care statistics, or to collect or review information about customers of Health Plan or other payors, or the employees or dependents of any of them.

Health Plan and other payors signing agreements with Health Plan assure Trading Partner that they will only use the information that Trading Partner initiates or submits via an electronic transaction in compliance with applicable law. Nothing in this Agreement will prevent Health Plan from submitting data from the electronic services to a state agency or other party pursuant to the explicit terms of any existing or future federal or state laws, rules, and regulations.

Section 4. Authorization of Trading Partner 's Agents

4.1 In the event that Trading Partner designates an agent such as a billing vendor, clearinghouse, or broker (hereinafter, "**Agent**") to submit electronic inquiries to Health Plan on Trading Partner's behalf, Trading Partner and Agent must sign and submit to Health Plan an Agent Addendum and must have in place a legally-sufficient Business Associate Agreement between Trading Partner and Agent. Trading Partner and Agent shall be jointly and severally responsible for compliance with all of the terms of this Agreement as if they were one party. In the event that an Agent of Trading Partner uses the electronic services for any reason other than legitimate exchanges on behalf of Trading Partner, Health Plan may terminate Trading Partner's Agent Addendum so designating Agent. The "Agent Addendum" to this Agreement is attached and incorporated by reference into this Agreement.

Health Plan will not authorize access to any Agent of Trading Partner prior to receipt of a fully-executed Agent Addendum. Once an Agent Addendum has been accepted, Agent shall have all of the benefits and obligations of Trading Partner under this Agreement.

Section 5. Trading Partner Obligations

5.1 Trading Partner will not change any definition, data condition or use of a data element or segment in an ANSI ASC X12N Transaction Standard's implementation guide specifications.

5.2 Trading Partner will not add any data elements or segments to an ANSI ASC X12N Transaction Standard's implementation guide specifications.



5.3 Trading Partner will not use any code or data elements that are marked “not used” in an ANSI ASC X12N Transaction Standard’s implementation guide specifications, or any codes or data elements that are not in an ANSI ASC X12N Transaction Standard’s implementation guide specifications.

5.4 Trading Partner will not change the meaning or intent of any ANSI ASC X12N Transaction Standard’s implementation guide specifications.

5.5 Trading Partner understands and agrees that new HIPAA transactions may be adopted in the future and, thus, agrees to test all new transaction sets.

5.6 Trading Partner understands and agrees that, from time to time, the Department of Health and Human Services may modify and set compliance dates for the HIPAA Transaction Standards. Trading Partner agrees to implement any such modifications or changes on or before Health Plan’s compliance date for such changes.

5.7 Trading Partner shall be responsible for the accuracy, truthfulness, and completeness of all information submitted by Trading Partner, its employees or its Agents.

Section 6. Mutual Obligations of the Parties

6.1 Transmission Format. As set forth in Section 2.1, all data transmissions of Standard Transactions as defined by Social Security Act § 1173(a) that are conducted between Health Plan and Trading Partner or Trading Partner’s Agent will use the code sets, data elements, formats, and instructions as specified in the applicable ANSI X12N Implementation Guide.

6.2 Testing. Prior to the initial production data transmission, each party will test and cooperate with the other party in testing each party’s operating system, to ensure the accuracy, timeliness, completeness, and confidentiality of data transmissions.

6.3 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.

6.4 Data and Data Transmission Security. Each party will employ security measures necessary to protect data and data transmissions between them, which may include authentication, encryption, password use, or other security measures in compliance with Social



Security Act § 1173(d) and any Department of Health and Human Services implementing regulations or guidelines.

6.5 National Standard Identifiers. Each party will use national standard identifiers in all data and data transmissions conducted between the parties no later than Health Plan's compliance date with any national standard identifier adopted by the Department of Health and Human Services through regulations implementing the Health Insurance Portability and Accountability Act of 1996.

Section 7. Confidentiality and Security

7.1 Data Security. Each party agrees to maintain adequate security procedures to prevent unauthorized access to data, data transmission, security access codes, backup files, source documents or any operating system of either party. Security measures adopted by each party must, at a minimum, conform to the requirements set forth in the final Security Rule, as amended from time to time, adopted by the Department of Health and Human Services, and to the provisions set forth in Section 7.4 of this Agreement. Each party will immediately notify the other party of any unauthorized attempt to obtain access to or otherwise tamper with data, data transmissions, security access codes, backup files, source documents or any operating system of either party.

7.2 Confidential Health Information. Each party agrees to comply with all federal and state laws, and with the provisions of Section 7.4 of this Agreement, with respect to the confidentiality of medical records and the privacy of personal information contained in those records.

7.3 Proprietary Information. Trading Partner acknowledges that obtaining the information contained in the electronic services offered by Health Plan will permit Trading Partner to have access to certain proprietary information belonging to Health Plan and used in Health Plan's business, or belonging to any subcontractor. Trading Partner agrees to treat all such information obtained from Health Plan or any subcontractor via the electronic services as confidential. All documents or property supplied to Trading Partner in accordance with Section 2.1 of this Agreement are proprietary to Health Plan and shall be confidential. Trading Partner will not disclose any confidential or proprietary information without Health Plan's written consent. Trading Partner shall not use that information or property for its own commercial or other purposes, other than an estimate of coverage advice prior to services rendered or obtaining claim status information. Trading Partner expressly agrees that it shall not use the electronic services to collect, retain or review Health Plan data regarding the number and names of groups that are customers of Health Plan or any other data regarding Health Plan's methods of operation, or to collect or review any database regarding Health Plan activities or mode of operation. Trading Partner shall not permit any other party, including employees, consultants or other engaged by Trading Partner, to use that information for such other parties' own commercial or other purposes. Upon hearing of an unauthorized use or disclosure of confidential and proprietary



information, Trading Partner will cooperate with Health Plan and take all means to correct the situation.

7.4 Protection of Confidential Information. In addition to the requirements set forth in other provisions of this Agreement, Trading Partner specifically agrees to abide by the following requirements for protection of Confidential Information, as defined in paragraph a. below:

a. For purposes of this Agreement, the term “Confidential Information” shall mean any and all information pertaining to Health Plan and/or the conduct of its business, whether written or oral, whether prepared by Health Plan or its advisors, including, without limitation, all of Health Plan’s policies, procedures, programs, and manuals (e.g., utilization management, quality assurance, and credentialing policies and procedures), participating physician information and the terms of any contracts with providers and/or networks of providers, fee schedule information, information pertaining to covered persons, including protected health information as that term is defined by 45 Code of Federal Regulations § 164.501, subscriber contracts, premium rates, and rate setting methodologies. Confidential Information shall not include information that becomes available to Trading Partner on a non-confidential basis from a source other than Health Plan, provided that such information is not known by Trading Partner to be proprietary or such source is not known by Trading Partner to be bound by a confidentiality agreement or other obligation of secrecy to Health Plan or another party.

b. For purposes of this Agreement, the term “Electronic Protected Health Information” shall mean individually identifiable information that is transmitted by electronic media or maintained in electronic media. “Electronic media” includes both storage media and transmission media. “Storage” media includes memory devices in computers (e.g. hard drives), and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk or digital memory card. “Transmission” media is used to exchange information already in an electronic storage media. “Transmission” media includes the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

c. Trading Partner shall not, in any manner or for any reason whatsoever, directly or indirectly: (i) use all or any portion of the Confidential Information for any purpose other than solely for the performance of its obligations under the Agreement; provided, any such permitted use or disclosure is one which Health Plan is otherwise legally authorized to make; (ii) except as set forth herein, disclose or otherwise make available in any manner or form to any person or entity all or any portion of the Confidential Information; or (iii) take any action or fail to take or abstain from taking any action the effect of which



would cause Confidential Information to be disclosed or otherwise made available in a manner inconsistent with Trading Partner's obligations hereunder.

d. Trading Partner may disclose Confidential Information to its employees only on a need-to-know basis, provided further that Trading Partner shall: (i) direct such persons to use such information solely for the purpose described in this Agreement; (ii) inform such persons of the confidential nature of such information; (iii) direct and cause such persons to treat such information confidentially as required of Trading Partner herein; and (iv) establish and maintain sufficient security measures, including user ID and passwords, to associate a particular transaction with the employee who initiated or otherwise handled it. Trading Partner shall provide Health Plan with prompt written notice, upon Health Plan's request, of all such employees to whom such information was disclosed.

e. If Trading Partner has designated one or more Agents, Trading Partner shall: (i) direct its Agent(s) to use Confidential Information solely for the purpose described in this Agreement; (ii) inform its Agent(s) of the confidential nature of such information; (iii) direct and cause its Agent(s) to treat such information confidentially, as required of Trading Partner herein; and (iv) have a legally-sufficient Business Associate Agreement in place with Agent; and shall direct and cause every Agent who receives Electronic Protected Health Information on Trading Partner's behalf to implement reasonable and appropriate security safeguards consistent with the standards set forth at 45 CFR Parts 160-164. Trading Partner and its Agent must complete and submit the Agent Addendum attached to this Agreement. Health Plan shall have the right to reject any Agent or to require Trading Partner to cease using an Agent.

f. Trading Partner shall provide Health Plan with immediate notice upon learning of any use or disclosure of Confidential Information in contravention of this Agreement. Such notice shall include to whom or for what purpose the information was used or disclosed, the specific information used or disclosed and the circumstances surrounding the use or disclosure. Trading Partner shall also provide Health Plan with immediate notice upon learning of any security breach or security incident. A "security incident" includes the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with a system operation in an information system.

g. Trading Partner shall implement and provide Health Plan evidence of appropriate safeguards to ensure that Confidential Information is not used or disclosed in a manner inconsistent with this Agreement. Such safeguards shall include, at a minimum, written standards and procedures, satisfactory to Health Plan, pertaining to the storage, access and transmission of Confidential Information to/by persons otherwise authorized to have access to it under the terms hereof. Trading Partner shall also implement and provide Health Plan with evidence of the implementation of administrative, physical and



technical security safeguards that reasonably and appropriately protect the integrity and availability of Electronic Protected Health Information that the Trading Partner creates, receives, maintains or transmits on behalf of Health Plan. Such safeguards must, at a minimum, meet or exceed every security standard and implementation specification set forth at 45 CFR Parts 160-164. Health Plan shall have the right at any time and from time to time to audit Trading Partner's books and records and to conduct on-site inspections of Trading Partner's operations as necessary for Health Plan to assure Trading Partner's compliance with the foregoing. Trading Partner shall fully cooperate with Health Plan in the conduct of such audits and inspections.

h. Trading Partner shall make its internal practices, books and records, relating to its treatment of Electronic Protected Health Information and its use and disclosure of the Confidential Information it creates or receives for or from Health Plan available to the U.S. Department of Health and Human Services to determine compliance with 45 Code of Federal Regulation Parts 160-64 or this Agreement.

i. Within 15 days of receipt of Health Plan's request, Trading Partner shall promptly amend, or permit Health Plan access to amend, any portion of the Confidential Information that Trading Partner created or received for or from Health Plan so that Health Plan may meet its amendment obligation under 45 Code of Federal Regulations §164.526.

j. Trading Partner will permit an individual (or the individual's personal representative) to inspect and obtain copies of any Confidential Information about the individual which Trading Partner created or received, and which Health Plan does not maintain. Trading Partner will promptly forward to its Health Plan contact person, any Confidential Information it creates or receives regarding an individual.

k. Trading Partner will document each disclosure it makes of Confidential Information it creates or receives for or from Health Plan and will forward notice of such disclosure, including what information was disclosed, to whom it was disclosed, and for what purpose the information was disclosed, to the attention of Health Plan's Privacy Officer, at Corporate Office of Ethics and Compliance, 165 Court Street, Rochester, New York 14647. In addition, Trading Partner will make available to Health Plan, within 30 days of Health Plan's request, its books, records, and other documents relating to such disclosures for inspection during regular business hours at its place of business so that Health Plan may meet its disclosure accounting obligations under 45 Code of Federal Regulations §164.528.

l. Unless disclosure is permitted under this Agreement, if Trading Partner is requested or required (by deposition, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any of



the Confidential Information, Trading Partner shall provide Health Plan with notice (by telephone, fax or any other reasonable form of communication) within 24 hours of such request and before responding thereto so that Health Plan may seek an appropriate protective order or other appropriate remedy. Trading Partner shall furnish only that portion of the Confidential Information that it is legally required to disclose.

m. Upon Health Plan's request, or in the event that the Agreement is terminated, Trading Partner shall promptly return to Health Plan all written material containing or reflecting any Confidential Information. The return of such material shall not relieve Trading Partner of its obligations hereunder. In any event, Trading Partner shall not retain any copies, extracts or other reproductions in whole or in part of such written material or any other Confidential Information. All documents, memoranda, notes and other writings whatsoever prepared by Trading Partner or its agents, contractors, or representatives based on the information in the Confidential Information shall be destroyed, and such destruction shall be certified in writing to Health Plan by an authorized officer supervising such destruction. In the event that return or destruction of any material containing or reflecting any Confidential Information is infeasible, Trading Partner will limit its further use or disclosure of that Confidential Information to those purposes that make return or destruction infeasible and will certify in writing to Health Plan that it will only use or disclose such Confidential Information for those purposes that make return or destruction infeasible.

n. The rights and obligations of the parties with respect to any of the confidentiality provisions of the Agreement shall survive the termination of the Agreement in any event.

o. Health Plan and Trading Partner agree that there are no intended third party beneficiaries or other parties other than Health Plan and Trading Partner to this Agreement.

p. Trading Partner agrees to abide by any modifications made to the confidentiality provisions of this Agreement to maintain compliance with any statutory, regulatory or other legal requirement.

Section 8. Limitation of Liability

Health Plan makes no warranties, express or implied, including but not limited to the implied warranties of fitness for a particular use of merchantability. Health Plan shall not be liable for any loss or damage including but not limited to damages claimed to have resulted from the maintenance, use or non-use of Health Plan's electronic services, the negligent providing of inaccurate eligibility or other information, equipment or parts thereof comprising or relating to the system whether used separately or in combination with other products, or services provided with the system, regardless of the form of the action. In no event shall Health Plan be liable for



loss of use, loss of profits, or direct, indirect, special, incidental, or consequential damages suffered by Trading Partner or its agent, contractors and employees or any third party.

Section 9. Remedy for Breach: Indemnification

Trading Partner expressly acknowledges and agrees that, in the event of any breach or threatened breach of any confidentiality provision of this Agreement, Health Plan shall be entitled to all legal and equitable remedies afforded to it by law or in equity, including any declaratory or injunctive relief, and relief of specific performance, without requirement of proof of actual damages or threat of actual damages, in addition to any other remedies that may be afforded to Health Plan under this Agreement. In the event that Health Plan determines, in its sole discretion, that Trading Partner or one of its employees, designated Agent(s), or other representatives, has violated a material term of this Agreement, Health Plan shall be entitled to immediately terminate the Agreement.

Trading Partner will indemnify and hold Health Plan harmless from and against any loss, cost, damage, expense or other liability, including, without limitation, reasonable costs and attorney fees (“Costs”) incurred in connection with any and all third party claims, suits, investigations or enforcement actions (“Claims”) that may be asserted against, imposed upon or incurred by Health Plan and arising as a result of any act or omission of performance by Trading Partner, its employees, its designated Agent(s), or its other business associates or representatives.

Health Plan will indemnify and hold Trading Partner harmless from and against any Costs for Claims that may be asserted against, imposed upon or incurred by Trading Partner and arising as a result of Health Plan’s negligent acts or omissions or willful misconduct resulting from or arising out of this Agreement.

The indemnified party shall notify the indemnifying party in writing promptly upon learning of any Claims for which indemnification may be sought hereunder, and shall tender the defense of each such Claim to the indemnifying party. No party shall indemnify the other with respect to any Claim settled by the indemnified party without the indemnifying party’s written consent.

Section 10. Term and Termination

The initial term of this Agreement shall be for one year, beginning on the Effective Date, and shall automatically renew annually. Health Plan or Trading Partner shall have the right to terminate this Agreement without cause upon 60 days’ prior written notice to the other party. Trading Partner must promptly notify Health Plan of any changes to the Trading Partner’s contact information.



Section 11. Miscellaneous

Section 11.1 Authorization. Trading Partner shall promptly advise Health Plan of any changes to information documented in this Agreement, including any schedule to the Agreement, and shall promptly execute an updated Agreement and any schedule to the Agreement and other documentation required by Health Plan.

Section 11.2 Independent Organization. Trading Partner hereby expressly acknowledges its understanding that this Agreement constitutes a contract between Trading Partner and Health Plan, that Health Plan is a corporation operating under license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting Health Plan to use the Blue Cross and Blue Shield service marks in a portion of New York State, and that Health Plan is not contracting as the agent of the Association. Trading Partner further acknowledges and agrees that it has not entered into this Agreement based upon representations by any person other than Health Plan and that no person, entity or organization other than Health Plan shall be held accountable or liable to Trading Partner for any of Health Plan's obligations to Trading Partner created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Health Plan other than those obligations created under other provisions of this Agreement.

Section 11.3 Notice. Any notice or document required or permitted to be delivered pursuant to this Agreement must be in writing, shall be deemed to be effective upon mailing, and must be either: (a) deposited in the United States Mail, postage prepaid, certified or registered mail, return receipt requested, or (b) sent by recognized overnight delivery service, in either case properly addressed to the other party. For purposes of this notice provision, notice to Trading Partner shall be addressed as set forth under "Trading Partner Information" in this Agreement, or at such other address as Trading Partner shall specify from time to time by written notice to Health Plan. All notices to Health Plan shall be addressed as follows:

Excellus Health Plan, Inc.
EDI Solutions
P.O. Box 22999
Rochester, NY 14692

Section 11.4 Successors And Assigns. This Agreement will bind, benefit, and be enforceable by, the respective permitted assigns of the parties hereto; provided, however, that this Agreement may not be assigned by either party without the prior written consent of the other party.

Section 11.5 Integration; Amendments. This Agreement constitutes the entire understanding of the parties and supersedes any prior oral or written communication between the parties with the respect to its subject matter. No modification, alteration, or waiver of any term, covenant, or condition of this Agreement shall be valid unless in writing and signed by both parties.



Section 11.6 Choice Of Law; Venue. This Agreement shall be governed by and construed in all respects according to the laws in the State of New York, without regard to the rules of conflict of laws. Any legal action regarding this Agreement shall be brought in a court of competent jurisdiction in the County of Monroe, State of New York.

Section 11.7 Waiver. The failure of either party to insist upon the strict observation or performance of this Agreement or to exercise any right or remedy shall not be constructed as a waiver of any subsequent breach of this Agreement or impair or waive any available right or remedy.

Section 11.8 Severability. In the event that any provision of this Agreement is invalid or unenforceable, such invalid or unenforceable provision shall not invalidate or affect the other provisions of this Agreement, which shall remain in effect and be constructed as if such provision were not a part hereof; provided that, if the invalidity or unenforceability of such provision shall, in the opinion of either party to the Agreement, have a material effect on such party's rights or obligations under this Agreement, then the Agreement may be terminated by such party upon 30 days' prior written notice by such party to the other party.

Section 11.9 Force Majeure. Noncompliance with the obligations of this Agreement due to force majeure, laws or regulations of any government, war, civil commotion, destruction of production facilities and materials, fire, earthquake, storm, labor disturbance, shortage of materials, failure of public utilities or common carriers, or any other cause beyond the reasonable control of the applicable party, shall not constitute breach of contract.

Section 11.10 Authority. Each party has full power and authority to execute this Agreement, and the execution and performance of this Agreement is a valid and binding obligation that does not conflict with the parties' respective articles or certificate of incorporation, bylaws, or any other agreements to which such party is bound.

Section 11.11 CMS Privacy and Security Requirements. Trading Partner understands and expressly agrees that Health Plan must comply with the Centers for Medicare and Medicaid Services ("CMS") privacy and security regulations. It is the responsibility of Trading Partner to identify all individuals who will have access to the electronic services pursuant to this Agreement, and to assign and maintain individual IDs and passwords for all such individuals. Failure of Trading Partner to comply with CMS privacy and security requirements may result in termination of this Agreement.



Section 11.12 Records Requirements. Trading Partner and its designated Agent(s), if any, must:

- a. Maintain adequate security procedures to prevent unauthorized access to data, data transmissions, security access codes, back-up files, or source documents.
- b. Maintain complete, accurate, and unaltered copies of all Source Documents from all Data Transmissions for not less than six years.
- c. Provide information, documents, and other cooperation necessary to assist Health Plan in research as it pertains to problem resolution.
- d. Refrain from sharing any assigned individual User ID, ensuring the use of an Individual User ID by only the assigned individual, and refrain from hard-coding an individual User ID into any system or script.
- e. Obtain, review, and maintain any confirmation documents received from Health Plan as proof of electronic transactions, and correct and resubmit transactions when rejected by Health Plan.

Mail To:

Excellus Health Plan, Inc.
EDI Solutions
P.O. Box 22999
Rochester, NY 14692

Trading Partner Information

End User Name: _____

End User Address: _____

City: _____

State: _____ Zip: _____

End User Contact:

Name: _____

Phone: _____ Fax: _____

Email: _____



End User Provider NPI (if applicable): _____

End User Provider Tax Id Number (if applicable): _____

Software Application: _____

Software Vendor:

Name: _____

Phone: _____

Transaction Inquiries as of Effective Date (set forth below):

- Institutional/Professional/.Dental Claims and Coordination of Benefits (837) Yes () No ()
- Health Care Payment and Remittance Advice (835) Yes () No ()
- Health Plan Enrollment and Disenrollment (834) Yes () No ()
- Health Plan Premiums and Payments (820) Yes () No ()
- Referral Certification and Authorization (278) Yes () No ()
- Health Claim Status (Inquiry and Response) (276/277) Yes () No ()
- Eligibility Inquiry and Response (270/271) Yes () No ()

****If using an Agent to connect to us, Trading Partner and Agent must complete and submit an Agent Addendum, identifying the transactions Agent is authorized to transact on behalf of Trading Partner.****

Effective Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the effective date identified above.

EXCELLUS HEALTH PLAN, INC.

TRADING PARTNER

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____