



BlueCross BlueShield of Louisiana

An independent licensee of the Blue Cross and Blue Shield Association.

iLinkBLUE Non-Institutional Provider Agreement

STATE of LOUISIANA

PARISH of _____

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____, by and between

—LOUISIANA HEALTH SERVICE & INDEMNITY COMPANY—

(d/b/a BLUE CROSS AND BLUE SHIELD OF LOUISIANA), (hereinafter referred to as "Contractor"), a Louisiana corporation domiciled in the Parish of East Baton Rouge, herein represented by its duly authorized and undersigned officer, whose permanent mailing address is declared to be 5525 Reitz Avenue, Baton Rouge, Louisiana 70809, and

Provider Name: _____

Address: _____

City, State, Zip: _____

(hereinafter referred to as "Customer"), and who are the parties to this AGREEMENT and for the consideration and upon the terms and conditions hereinafter expressed, do hereby agree as follows:

SECTION I AGREEMENT

Customer agrees that it shall furnish, supply, configure, maintain, and service all appropriate and applicable personal computer equipment, telecommunication software and hardware, LAN configurations and environments, and Internet connectivity necessary and required to access the electronic services provided by the Contractor. Customer further agrees that it is responsible for maintaining this computer equipment in proper working condition.

Customer acknowledges that Customer's access to and use of the iLinkBLUE-Provider Suite will be in accordance with the Terms of Use and Security Policy available on the iLinkBLUE log-in and welcome screens.

Contractor agrees to provide user instruction manuals and/or documentation and/or correspondence, to assist the Customer in the proper use of the iLinkBLUE website. Contractor shall provide telephone and other Customer support services it deems reasonable, Monday through Friday from 8:00 AM through 4:30 PM CST, with the exception of Contractor office closure due to announced holidays or any other unforeseen circumstance.

SECTION II
FEES / PAYMENTS

Contractor shall invoice the Customer an ongoing monthly fee of \$-0- for use of the iLinkBLUE website. Customer agrees that iLinkBLUE users are employees of the Customer.

Training at the location of the Customer, if selected by the Customer, will be performed by the Contractor at the rate of \$000.00 per day.

If applicable, Customer shall be invoiced monthly and agrees to pay all such invoices within thirty (30) days of invoicing. Customer shall also pay all applicable state and local, or similar tax that may be imposed on such invoices. Invoices not paid in full within 30 days shall be deemed overdue. Contractor may suspend services and website access until such time as overdue invoices are paid in full.

SECTION III
TERM

This AGREEMENT is for a term of one year from the service commencement date which is the ____ day of _____, 20___. This AGREEMENT will be automatically renewed at the end of each one year term unless terminated by either party as stated below.

In order to change any term or condition of this AGREEMENT, Contractor shall follow this procedure: Contractor must send Customer written notice of any proposed change and the Customer shall have thirty (30) days to reject the proposed change. A rejection of the proposed change by the Customer will terminate this AGREEMENT as of the effective date of the proposed change. Failure of the Customer to reject the proposed change in writing within thirty (30) days of receipt of the notification of change will be considered an acceptance, and the change will be in full force and effect during the remainder of and/or renewed term of this AGREEMENT.

Contractor or Customer may terminate this AGREEMENT with or without cause, at the end of any calendar month, by giving the other party thirty (30) days prior written notice of termination, the termination to become effective at the end of the next full month.

SECTION IV
WARRANTY

Contractor shall make every effort in accordance with standard business practices to provide uninterrupted access for authorized Customer representatives, but Customer agrees that the service provided by the Contractor is without warranty of any kind, either expressed or implied and Customer further assumes the entire risk as to the performance of the Contractor.

SECTION V
GENERAL

5.1 Customer acknowledges that all information received or transferred through the above mentioned service, including individual's claims, medical histories, diagnoses, and treatments, is confidential information and agrees to treat the same in a confidential manner. Customer shall instruct its personnel to keep such information confidential by using the same care and discretion that they use with information that Customer designates as confidential. Customer agrees to indemnify and hold harmless Contractor from any and all claims, demands, liability, injury, loss, costs, attorneys fees, expenses, penalties or any other damages of any nature whatsoever imposed upon or asserted against Contractor as a result of Customer's disclosure or alleged disclosure of such confidential information.

5.2 Customer agrees that if any of its employees, representatives or agents knowingly and/or willfully make or cause to be made a false statement or falsely represent electronic claims and/or other data transmitted to the Contractor, the suspected party shall be subjected to trial in accordance with the applicable State or Federal law. The Customer must correct such fraudulent or abusive acts. The Contractor has the right to recover any overpayments resulting from such acts by the Customer, its employees, representatives or agents. The Contractor has the right to immediate cancellation of this AGREEMENT should the Contractor at any time suspect that such falsification has been committed.

5.3 Customer agrees to abide by the security guidelines set forth and maintained in the user documentation provided by the Contractor.

5.4 Customer agrees that the Contractor, or its designees, or agents of the State or Federal government, have the right, for the purpose of charge verification, to inspect, examine, copy and conduct on-site audits on source documents related to information transmitted to the Contractor and will make those documents available at a reasonable time and place for such inspections. Customer further agrees that it will not charge any fees to the Contractor, for any activity related to such inspections and audits.

5.5 This AGREEMENT is not assignable without the prior written consent of Contractor. Any attempt to assign or transfer any of the rights, duties or obligations of this AGREEMENT without such consent is void.

5.6 Contractor is not responsible for the failure to render service due to causes beyond its control (including a claim of patent infringement or action thereon) that may inhibit Contractor's ability to render service.

5.7 Customer agrees to use coverage/eligibility information only to assist in determining benefits available to Contractor's subscribers and members who receive health care services at the Customer's facility. Customer acknowledges the information is not a guarantee of payment. Contractor shall attempt to keep any and all information updated, as described above or otherwise provided, but makes no guarantee that the information is completely accurate and true. Customer agrees that it will not hold the Contractor responsible for any loss occasioned by the Customer due to inaccurate information provided to the Customer by the Contractor. Customer further agrees to hold any and all such information confidential from all third parties who are not otherwise by law or regulation entitled to access such information.

5.8 Any notice or other communication given hereunder shall be in writing and mailed to the appropriate party at the address shown on this AGREEMENT, or to such other address as such parties shall have theretofore designated in writing. Any such notice if mailed properly addressed and postage prepaid shall be deemed given when deposited in the U.S. mails.

5.9 This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between them relating to the subject matter hereunder and no modification of this AGREEMENT shall be binding on either party unless it is in writing and signed by both parties.

5.10 This AGREEMENT will be governed by the laws of the State of Louisiana.

5.11 Each party acknowledges their understanding that the Agreement constitutes a contract between Contractor and Customer. Contractor is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting BCBSLA to use the Blue Cross and Blue Shield service marks in the State of Louisiana, and that Contractor is not contracting as the agent of the Association. Customer further acknowledges and agrees that it has not entered into the Agreement based upon any representation by any person other than Contractor and that no person, entity, or organization other than Contractor shall be held accountable or liable to Customer for any of Contractor's obligations to Customer created under the Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Contractor other than those obligations created under other provisions of the Agreement.

5.12 Contractor has adopted a Code of Business Conduct ("Code") which governs the conduct of every employee of Contractor and establishes ethical standards for its employees. Certain significant provisions of the Code include conflicts of interest, gifts or gratuities, kickbacks, entertainment, improper payments, and protecting information. A copy of the Code is available to Customer at www.bcbsla.com. Customer agrees to support this Code by avoiding action that could place a Contractor employee in violation of this Code.

5.13 The exchange of a copy of a fully executed iLinkBLUE Service Agreement by fax or email shall be sufficient to bind all parties to the terms of this agreement.

THUS DONE AND EXECUTED, effective the date hereinabove set forth.

CONTRACTOR

CUSTOMER

Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of LA	Provider Name _____
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Authorized signature: _____

Authorized signature: _____

Print name: Dawn Cantrell

Print name: _____

Title : Vice President, Network Administration

Title : _____

Date : _____

Date : _____

Tax-id #: _____

NPI #: _____

Contact name: _____

Contact phone: _____

E-mail: _____

Fax #: _____

**BLUE CROSS AND BLUE SHIELD OF LOUISIANA
ADDENDUM TO AGREEMENT WITH BUSINESS ASSOCIATE**

This addendum (“Addendum”) is effective upon execution, and amends and is made part of the all existing agreements related to electronic data interchange including but not limited to iLinkBlue Provider Service and/or SSI Renaissance “Click On” Claims Submission Software and/or Automated Claims Transfer System Software and/or Electronic Trading Partner Agreement (“Agreement”) by and between _____COMPANY”) and Louisiana Health Service & Indemnity Company d/b/a Blue Cross and Blue Shield of Louisiana (“BUSINESS ASSOCIATE”).

COMPANY and BUSINESS ASSOCIATE mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations (“C.F.R.”) Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), that are applicable to business associates, along with any guidance and/or regulations issued by DHHS as of August 24, 2009. COMPANY and BUSINESS ASSOCIATE agree to incorporate into this Addendum any regulations issued with respect to the HITECH Act that relate to the obligations of business associates. BUSINESS ASSOCIATE recognizes and agrees that it is obligated by law to meet the applicable provisions of the HITECH Act.

ARTICLE 1. Privacy of Protected Health Information.

1.1 Permitted Uses and Disclosures.

BUSINESS ASSOCIATE is permitted to use and disclose Protected Health Information that it creates or receives on COMPANY’s behalf or receives from COMPANY (or another business associate of COMPANY) and to request Protected Health Information on COMPANY’s behalf (collectively, “COMPANY’s Protected Health Information”) only as follows:

- a. **Functions and Activities on COMPANY’s Behalf.** To perform functions, activities, services, and operations on behalf of COMPANY as specified in Agreement and consistent with the Privacy Rule and the HITECH Act:
- b. **BUSINESS ASSOCIATE’s Operations.** For BUSINESS ASSOCIATE’s proper management and administration or to carry out BUSINESS ASSOCIATE’s legal responsibilities, provided that, with respect to disclosure of COMPANY’s Protected Health Information, either:
 - i. The disclosure is Required by Law; or
 - ii. BUSINESS ASSOCIATE obtains reasonable assurance, evidenced by written contract, from any person or entity to which BUSINESS ASSOCIATE will disclose COMPANY’s Protected Health Information that the person or entity will:
 - a) Hold COMPANY’s Protected Health Information in confidence and use or further disclose COMPANY’s Protected Health Information only for the purpose for which

BUSINESS ASSOCIATE disclosed COMPANY's Protected Health Information to the person or entity or as Required by Law; and

- b) Promptly notify BUSINESS ASSOCIATE (who will in turn notify COMPANY in accordance with Section 3.1 of this Addendum) of any instance of which the person or entity becomes aware in which the confidentiality of COMPANY's Protected Health Information was breached.

1.2 Minimum Necessary and Limited Data Set

BUSINESS ASSOCIATE's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, BUSINESS ASSOCIATE will, in its performance of the functions, activities, services, and operations specified in Section 1.1 above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of COMPANY's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that BUSINESS ASSOCIATE will not be obligated to comply with this minimum necessary limitation with respect to:

- a. Disclosure to or request by a health care provider for Treatment;
- b. Use for or disclosure to an individual who is the subject of COMPANY's Protected Health Information, or that individual's personal representative;
- c. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of COMPANY's Protected Health Information to be used or disclosed, or by that individual's personal representative;
- d. Disclosure to the United States Department of Health and Human Services ("DHHS") in accordance with Section 5.1 of this Addendum;
- e. Use or disclosure that is Required by Law; or
- f. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

1.3 Prohibition on Unauthorized Use or Disclosure.

BUSINESS ASSOCIATE will neither use nor disclose COMPANY's Protected Health Information, except as permitted or required by this Addendum or in writing by COMPANY or as Required by Law. This Addendum does not authorize BUSINESS ASSOCIATE to use or disclose COMPANY's Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by COMPANY, except as set forth in Section 1.1b of this Addendum.

1.4 Information Safeguards.

- a. **Privacy of COMPANY's Protected Health Information.** BUSINESS ASSOCIATE will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of COMPANY's Protected Health Information. The safeguards must reasonably protect COMPANY's Protected

Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E, and this Addendum, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Addendum.

- b. **Security of COMPANY's Electronic Protected Health Information.** BUSINESS ASSOCIATE will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that BUSINESS ASSOCIATE creates, receives, maintains, or transmits on COMPANY's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C and as required by the HITECH Act. BUSINESS ASSOCIATE also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required by the HITECH Act.

1.5 Subcontractors and Agents.

BUSINESS ASSOCIATE will require any of its subcontractors and agents, to which BUSINESS ASSOCIATE is permitted by this Addendum or in writing by COMPANY to disclose COMPANY's Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to COMPANY's Protected Health Information that are applicable to BUSINESS ASSOCIATE under this Addendum.

ARTICLE 2. Individual Rights.

2.1 Access.

BUSINESS ASSOCIATE will, within 15 days following COMPANY's request, make available to COMPANY or, at COMPANY's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies COMPANY's Protected Health Information about the individual that is in BUSINESS ASSOCIATE's custody or control, so that COMPANY may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable, the HITECH Act. BUSINESS ASSOCIATE shall make such information available in an electronic format where directed by COMPANY.

2.2 Amendment.

BUSINESS ASSOCIATE will, upon receipt of written notice from COMPANY, promptly amend or permit COMPANY access to amend any portion of COMPANY's Protected Health Information, so that COMPANY may meet its amendment obligations under 45 C.F.R. § 164.526.

2.3 Disclosure Accounting.

So that COMPANY may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:

- a. Disclosures Subject to Accounting.** BUSINESS ASSOCIATE will record the information specified in Section 2.3c below (“Disclosure Information”) for each disclosure of COMPANY’s Protected Health Information, not excepted from disclosure accounting as specified in Section 2.3b below, that BUSINESS ASSOCIATE makes to COMPANY or to a third party.
- b. Disclosures Not Subject to Accounting.** BUSINESS ASSOCIATE will not be obligated to record Disclosure Information or otherwise account for disclosures of COMPANY’s Protected Health Information:
- i. That occurred before April 14, 2003;
 - ii. For Treatment, Payment or Health Care Operations activities (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act);
 - iii. To an individual who is the subject of COMPANY’s Protected Health Information disclosed, or to that individual’s personal representative;
 - iv. Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of COMPANY’s Protected Health Information disclosed, or by that individual’s personal representative;
 - v. For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of COMPANY’s Protected Health Information disclosed and for disaster relief;
 - vi. To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
 - vii. For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
 - viii. In a Limited Data Set;
 - ix. Incident to a use or disclosure that BUSINESS ASSOCIATE is otherwise permitted to make by this Addendum; and
 - x. Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.
- c. Disclosure Information.** With respect to any disclosure by BUSINESS ASSOCIATE of COMPANY’s Protected Health Information that is not excepted from disclosure accounting by Section 2.3b above, BUSINESS ASSOCIATE will record the following Disclosure Information as applicable to the type of accountable disclosure made:
- i. **Disclosure Information Generally.** Except for repetitive disclosures of COMPANY’s Protected Health Information as specified in Section 2.3c.ii below, the Disclosure Information that BUSINESS ASSOCIATE must record for each accountable disclosure is (i) the disclosure date, (ii) the name

and (if known) address of the entity to which BUSINESS ASSOCIATE made the disclosure, (iii) a brief description of COMPANY's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure. BUSINESS ASSOCIATE further shall provide any additional information to the extent required by the HITECH Act and any accompanying regulations.

- ii. **Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of COMPANY's Protected Health Information that BUSINESS ASSOCIATE makes for a single purpose to the same person or entity (including COMPANY), the Disclosure Information that BUSINESS ASSOCIATE must record is either the Disclosure Information specified in Section 2.3c.i above for each accountable disclosure, or (i) the Disclosure Information specified in Section 2.3c.i above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.

d. **Availability of Disclosure Information.** Unless otherwise provided under the HITECH Act, BUSINESS ASSOCIATE will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates. BUSINESS ASSOCIATE will report the Disclosure Information to COMPANY within 45 days following the accountable disclosure.

In additions, where BUSINESS ASSOCIATE is contacted directly by an individual based on information provided to the individual by COMPANY and where so required by the HITECH Act and/or any accompanying regulations, BUSINESS ASSOCIATE shall make such Disclosure Information available directly to the individual.

2.4 Restriction Agreements and Confidential Communications.

BUSINESS ASSOCIATE will comply with any agreement that COMPANY makes that either (i) restricts use or disclosure of COMPANY's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about COMPANY's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that COMPANY notifies BUSINESS ASSOCIATE in writing of the restriction or confidential communication obligations that BUSINESS ASSOCIATE must follow and BUSINESS ASSOCIATE is reasonably able to comply with such request. COMPANY will promptly notify BUSINESS ASSOCIATE in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct BUSINESS ASSOCIATE whether any of COMPANY's Protected Health Information will remain subject to the terms of the restriction agreement.

ARTICLE 3. Privacy Obligation Breach and Security Incidents.

3.1 Reporting.

- a. **Privacy Breach.** BUSINESS ASSOCIATE will report to COMPANY any use or disclosure of COMPANY's Protected Health Information not permitted by this Addendum or in writing by COMPANY. In addition, BUSINESS ASSOCIATE will

report, following discovery and without unreasonable delay, but in no event later than 10 days following discovery, any “Breach” of “Unsecured Protected Health Information” as these terms are defined by the HITECH Act and any implementing regulations. BUSINESS ASSOCIATE shall cooperate with COMPANY in investigating the breach and in meeting COMPANY’s obligations under the HITECH Act and any other security breach notification laws. Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, accessed, acquired, or disclosed during such breach. BUSINESS ASSOCIATE’s report will at least:

- i. Identify the nature of the non-permitted access, use or disclosure, including date of the breach and the date of discovery of the breach:
- ii. Identify COMPANY’s Protected Health Information accessed, used or disclosed as part of the breach (e.g., full name, social security number, date of birth, etc.);
- iii. Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure;
- iv. Identify what corrective action BUSINESS ASSOCIATE took or will take to prevent further non-permitted access, uses or disclosures;
- v. Identify what BUSINESS ASSOCIATE did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
- vi. Provide such other information, including a written report, as COMPANY may reasonably request.

b. **Security Incidents.** BUSINESS ASSOCIATE will report to COMPANY any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of COMPANY’s Electronic Protected Health Information or (B) interference with BUSINESS ASSOCIATE’s system operations in BUSINESS ASSOCIATE’s information systems, of which BUSINESS ASSOCIATE becomes aware. BUSINESS ASSOCIATE will make this report upon COMPANY’s request, except if any such security incident resulted in a disclosure of COMPANY’s Protected Health Information not permitted by this Addendum, BUSINESS ASSOCIATE will make the report in accordance with Section 3.1a above.

3.2 Termination of Agreement.

a. **Company’s Right to Terminate for Breach.** COMPANY may terminate Agreement if it determines, in its sole discretion, that BUSINESS ASSOCIATE has breached any provision of this Addendum and upon written notice to BUSINESS ASSOCIATE of the breach, BUSINESS ASSOCIATE fails to cure the breach within 30 days after receipt of the notice. COMPANY may exercise this right to terminate the Agreement by providing BUSINESS ASSOCIATE written notice of termination, stating the failure to cure the breach of the Addendum that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in COMPANY’s notice of termination. If for any reason COMPANY determines that BUSINESS ASSOCIATE has breached the terms of this Addendum

and such breach has not been cured, but COMPANY determines that termination of the Agreement is not feasible, COMPANY may report such breach to the U.S. Department of Health and Human Services.

b. **Business Associate's Right to Terminate for Breach.** BUSINESS ASSOCIATE may terminate Agreement if it determines, after reasonable consultation with COMPANY, that COMPANY has breached any material provision of this Addendum and upon written notice to COMPANY of the breach, COMPANY fails to cure the breach within 30 days after receipt of the notice. BUSINESS ASSOCIATE may exercise this right to terminate Agreement by providing COMPANY written notice of termination, stating the failure to cure the breach of the Addendum that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If BUSINESS ASSOCIATE reasonably determines that COMPANY has breached the terms of this Addendum and such breach has not been cured, but BUSINESS ASSOCIATE and COMPANY mutually determine that termination of the Agreement is not feasible, BUSINESS ASSOCIATE may report such breach to the U.S. Department of Health and Human Services.

c. **Obligations on Termination.**

i. **Return or Destruction of COMPANY's Protected Health Information Is Feasible.** Upon termination or other conclusion of Agreement, BUSINESS ASSOCIATE will, if feasible, return to COMPANY or destroy all of COMPANY's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of COMPANY's Protected Health Information. BUSINESS ASSOCIATE will require any subcontractor or agent, to which BUSINESS ASSOCIATE has disclosed COMPANY's Protected Health Information as permitted by Section 1.5 of this Addendum, to if feasible return to BUSINESS ASSOCIATE (so that BUSINESS ASSOCIATE may return it to COMPANY) or destroy all of COMPANY's Protected Health Information in whatever form or medium received from BUSINESS ASSOCIATE, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of COMPANY's Protected Health Information, and certify on oath to BUSINESS ASSOCIATE that all such information has been returned or destroyed. BUSINESS ASSOCIATE will complete these obligations as promptly as possible, but not later than 45 days following the effective date of the termination or other conclusion of Agreement.

ii. **Procedure When Return or Destruction Is Not Feasible.** BUSINESS ASSOCIATE will identify any of COMPANY's Protected Health Information, including any that BUSINESS ASSOCIATE has disclosed to subcontractors or agents as permitted by Section 1.5 of this Addendum, that cannot feasibly be returned to COMPANY or destroyed and explain why return or destruction is infeasible. Where COMPANY agrees that such return or destruction is infeasible, BUSINESS ASSOCIATE will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. If COMPANY does not

agree, subparagraph I above shall apply. BUSINESS ASSOCIATE will, by its written contract with any subcontractor or agent to which BUSINESS ASSOCIATE discloses COMPANY's Protected Health Information as permitted by Section 1.5 of this Addendum, require such subcontractor or agent to limit its further use or disclosure of COMPANY's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. BUSINESS ASSOCIATE will complete these obligations as promptly as possible, but not later than 45 days following the effective date of the termination or other conclusion of Agreement.

- iii. **Continuing Privacy and Security Obligation.** BUSINESS ASSOCIATE's obligation to protect the privacy and safeguard the security of COMPANY's Protected Health Information as specified in this Addendum will be continuous and survive termination or other conclusion of Agreement and this Addendum.

3.3 Indemnity

BUSINESS ASSOCIATE will indemnify and hold harmless COMPANY and any COMPANY affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted use or disclosure of COMPANY's Protected Health Information or other breach of this Addendum by BUSINESS ASSOCIATE or any subcontractor or agent under BUSINESS ASSOCIATE's control.

- a. **Right to Tender or Undertake Defense.** If COMPANY is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of COMPANY's Protected Health Information or other breach of this Addendum by BUSINESS ASSOCIATE or any subcontractor or agent under BUSINESS ASSOCIATE's control, COMPANY will have the option at any time either (A) to tender its defense to BUSINESS ASSOCIATE, in which case BUSINESS ASSOCIATE will provide qualified attorneys, consultants, and other appropriate professionals to represent COMPANY's interests at BUSINESS ASSOCIATE's expense, or (B) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case BUSINESS ASSOCIATE will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
- b. **Right to Control Resolution.** COMPANY will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that COMPANY may have tendered its defense to BUSINESS ASSOCIATE. Any such resolution will not relieve BUSINESS ASSOCIATE of its obligation to indemnify COMPANY under this Section 3.3.

ARTICLE 4. Transaction Standards

- 4.1 **Compliance with Transaction Standards.** If BUSINESS ASSOCIATE conducts in whole or part electronic Transactions on behalf of Organization for which DHHS has established Standards, BUSINESS ASSOCIATE will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with

each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. BUSINESS ASSOCIATE will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of Organization that:

- a. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- b. Adds any data element or segment to the maximum defined data set;
- c. Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or
- d. Changes the meaning or intent of the Standard Transaction’s implementation specification.

ARTICLE 5. General Provisions

5.1 Inspection of Internal Practices, Books, and Records.

BUSINESS ASSOCIATE will make its internal practices, books, and records relating to its use and disclosure of COMPANY’s Protected Health Information available to COMPANY and to DHHS to determine COMPANY’s compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.

5.2 Definitions

The terms “Covered Entity,” “Electronic Protected Health Information,” “Protected Health Information,” “Standard,” “Trading Partner Agreement,” and “Transaction” have the meanings set out in 45 C.F.R. § 160.103. The term “Standard Transaction” has the meaning set out in 45 C.F.R. § 162.103. The term “Required by Law” has the meaning set out in 45 C.F.R. § 164.103. The terms “Health Care Operations,” “Payment,” “Research,” and “Treatment” have the meanings set out in 45 C.F.R. § 164.501. The term “Limited Data Set” has the meaning set out in 45 C.F.R. § 164.514(e). The term “use” means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within BUSINESS ASSOCIATE. The terms “disclose” and “disclosure” mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within BUSINESS ASSOCIATE. For purposes of this Addendum, COMPANY’s Protected Health Information encompasses COMPANY’s Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in 45 Code of Federal Regulations (“C.F.R.”) Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), or in the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”).

5.3 Amendment to Agreement

Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects BUSINESS ASSOCIATE’s use or disclosure of COMPANY’s Protected Health Information or Standard Transactions, the Agreement and this Addendum will automatically amend such that the obligations imposed on BUSINESS ASSOCIATE remain in compliance with the final regulation or amendment to final regulation.

5.4 Supersession

This agreement supersedes and replaces any and all previous business associate agreements or addendums.

ARTICLE 6. Conflicts

The terms and conditions of this Addendum will override and control any conflicting term or condition of Agreement. All nonconflicting terms and conditions of Agreement remain in full force and effect.

IN WITNESS WHEREOF, COMPANY and BUSINESS ASSOCIATE execute this Addendum in multiple originals to be effective on the last date written below.

Name of Provider / Company

Louisiana Health Service & Indemnity Company
d/b/a Blue Cross and Blue Shield of Louisiana

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

To receive your Blue Cross and Blue Shield of Louisiana payments via electronic funds transfer (EFT), please complete the following information. Be sure to complete a separate Electronic Funds Transfer Application for each payment location.

CONSENT

I hereby authorize Blue Cross and Blue Shield of Louisiana, hereinafter called COMPANY, to initiate credit entries, and in accordance with LSA R. S. 250.38 to initiate adjustment for any credit entries made in error to the account indicated below.

I hereby authorize the financial institution/bank named below, hereinafter called the BANK, to credit and/or debit the same to such account. I am aware that the weekly Provider Payment Register will no longer be mailed to our office, but it will be available for viewing and/or printing in the iLinkBLUE Provider Suite.

GENERAL INFORMATION

Provider's Last Name		First Name	Middle
Clinic Name	Tax ID Number		Clinic's National Provider Identifier (NPI)
Contact Name	Phone Number		Provider's National Provider Identifier (NPI)
E-mail Address	Fax Number		

BANK INFORMATION

Bank Name	
City	State
Account Number	ABA Routing Number

*** * * Please attach a voided check * * ***


This information is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and BANK a reasonable opportunity to act on it. An EFT Termination/Change Form must be completed if **any** of the above information changes.

Signature


Date

Printed Name

Please return your completed Electronic Funds Transfer Application to the following address:

 Attn: EDI Services
Blue Cross and Blue Shield of Louisiana
P.O. Box 98029
Baton Rouge, LA 70898-9029
(225) 298-2945 (fax)

If you have any questions about this form, please call Network Operations at:

 (800) 716-2299, Option 3
(225) 297-2758 (Baton Rouge Area)

For internal use only: iLB set up complete.