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## Provider Electronic Trading Partner Agreement

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This Electronic Trading Partner Agreement (“Agreement”) is entered into as of the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between Blue Cross  
Month Year  
and Blue Shield of South Carolina and its subsidiaries, (hereinafter referred to collectively as  
“BCBSSC”), and \_\_\_\_\_ (“Trading Partner”) located at  
Name of Provider  
\_\_\_\_\_  
Complete Address

### RECITALS

WHEREAS, Trading Partner is a business entity that transacts business with BCBSSC on a regular basis pursuant to the terms of an underlying agreement; and

WHEREAS, BCBSSC and Trading Partner (the “Parties”) are entering into this Agreement to facilitate, through transmission via electronic formats consistent with or otherwise allowed by Social Security Act § 1173 and the Transactions Rule, the submission and payment of claims for medical services and supplies rendered or sold to Covered Individuals;

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

### I. DEFINITIONS

The following terms with initial capitals have these meanings:

- 1.1 BCBSSC Companion Guide means guides BCBSSC publishes to supplement the Transactions Rule requirements for Data Transmission. The Guides may be located at <http://www.hipaacriticalcenter.com/hipaa5010.aspx>.
- 1.2 Business Associate means a third-party organization, designated in the Trading Partner Business Associate Authorization Rider pursuant to Section 4.3, that contracts with Trading Partner to perform services to facilitate the electronic transfer of data or funds or to conduct other business functions on behalf of Trading Partner. Examples of

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Business Associates include, without limitation, clearinghouses, vendors, billing services, service bureaus, and accounts receivable management firms.

- 1.3 Confidential Health Information means “protected health information” (as defined in 45 C.F.R. § 160.103) that is exchanged by and between BCBSSC and Trading Partner or Business Associate for various business purposes, and that is protected from use by or disclosure to unauthorized persons or entities by Privacy Statutes and Regulations.
- 1.4 Covered Individual means an Individual who is eligible for payment of certain services or supplies rendered or sold to the Individual or to the Individual’s eligible dependents under the terms, conditions, limitations and exclusions of a health benefit program issued or administered by BCBSSC or a health benefit program issued or administered by another entity.
- 1.5 Data Transmission means electronic transfer or exchange of data, pursuant to the terms and conditions of this Agreement, between BCBSSC and Trading Partner or Trading Partner’s Business Associate by means of their respective Operating Systems.
- 1.6 Envelope means a control structure that contains Data Transmissions and is in a format that complies with applicable requirements of the Transactions Rule and any applicable BCBSSC Companion Guide.
- 1.7 HHS means the United States Department of Health and Human Services.
- 1.8 Individual means a person whose claims for services or supplies may be eligible to be paid under the terms of an applicable governmental or private program for which BCBSSC processes or administers claims, and specifically includes without limitation Medicare Eligible Individuals, Medicaid Eligible Individuals and Covered Individuals. BCBSSC and Trading Partner acknowledge and agree that claim payments made according to this Agreement will be made directly to Trading Partner or Business Associate on behalf of the Individual.
- 1.9 Operating Rules means “operating rules” (as defined in 45 C.F.R. § 162.103).

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- 1.10 Operating System means the equipment, software and trained personnel necessary for a successful Data Transmission.
- 1.11 Privacy Statutes and Regulations means (i) the Privacy of Individually Identifiable Health Information rule, 45 C.F.R. Part 160 and Part 164, Subparts A and E), as may be amended or modified from time to time, (ii) the Privacy Act of 1974 (5 U.S.C. § 552A), and (iii) other applicable state and federal statutes and regulations, including statutes and regulations protecting the privacy of general medical, mental health, and substance abuse records.
- 1.12 Proprietary Information means information used or created by BCBSSC in the conduct of its business activities that is not normally made available to BCBSSC's customers, competitors or third parties, the disclosure of which will or may impair BCBSSC's competitive position or otherwise prejudice BCBSSC's ongoing business.
- 1.13 Provider means a "health care provider," as that term is defined in 45 C.F.R. § 160.103. The term includes, but is not limited to health care facilities and professional practitioners duly certified or licensed to provide health care services to Covered Individuals, such as hospitals, extended care facilities, skilled nursing facilities, rehabilitation facilities, home health agencies, hospices, physicians, dentists, clinical social workers, ambulance services, and other professional practitioners.
- 1.14 Security Access Codes means alphanumeric codes that BCBSSC assigns to Trading Partner to allow Trading Partner access to BCBSSC's Operating System for the purpose of successfully executing Data Transmissions or otherwise carrying out this Agreement.
- 1.15 Security Rule means the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and C, as may be amended or modified from time to time.
- 1.16 Source Documents means documents containing data that are or may be required as part of a Data Transmission concerning a claim for payment of charges for medical services that a Provider furnishes or medical supplies that a Supplier sells to a Covered Individual. Source Documents are subject to the security standards of Article V of this Agreement. Examples of data contained within a Source Document include, without limitation,

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Individual's name and identification number, claim number, diagnosis codes for the services rendered, dates of service, service procedure descriptions, applicable charges for the services rendered, the Provider's or Supplier's name, National Provider Identifier, and signature.

- 1.17 Supplier means a person or organization engaged in the business of selling or leasing durable medical equipment or supplies to Covered Individuals.
- 1.18 Trade Data Log means the complete, written summary of data and Data Transmissions exchanged between the Parties over the period of time this Agreement is in effect and includes, without limitation, sender and receiver information, and transmission date, time and general nature.
- 1.19 Transactions Rule means the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, as may be amended or modified from time to time.

### II. TERM AND TERMINATION

- 2.1 Term of Agreement. This Agreement will remain in effect for an initial period of three (3) years from the Effective Date and will automatically renew for successive periods of three (3) years unless terminated pursuant to Section 2.2 or Section 2.3.
- 2.2 Voluntary Termination. Either Party may terminate this Agreement on one hundred twenty (120) days prior written notice to the other Party.
- 2.3 Termination for Cause. BCBSSC will have the unilateral right to terminate this Agreement immediately by providing Trading Partner with written notice of termination in the event of (i) a breach by Trading Partner of any section of Article V or of Article VII of this Agreement; (ii) termination of any applicable agreement between the Parties; or (iii) Trading Partner, any of its related business entities or any of its officers, directors, managing employees or Business Associates is listed by a federal agency as debarred, proposed for debarment, or suspended, or otherwise excluded from federal program participation, including exclusion from participation in a federal health care program (as defined in the Social Security Act § 1128B(f)).

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### III. OBLIGATIONS OF THE PARTIES

- 3.1 Mutual Obligations. The mutual obligations of BCBSSC and Trading Partner include the following:
- (a) Transmission Format. The Parties shall use only code sets, data elements, and formats specified by the Transactions Rule, applicable implementation guides, and the then-current version of the BCBSSC Companion Guides in all transactions subject to the Transactions Rule and shall comply with applicable Operating Rules. The BCBSSC Companion Guides are incorporated herein by reference. This section will automatically amend to comply with any final regulation or amendment to a final regulation adopted by HHS concerning the subject matter of this Section upon the effective date of the final regulation or amendment.
  - (b) Testing. Prior to the initial Data Transmission, each Party shall test and cooperate with the other Party in testing the connectivity and interaction of the Parties' Operating Systems to ensure the accuracy, timeliness, completeness and confidentiality of each Data Transmission.
  - (c) Data Transmission Accuracy. The Parties shall take reasonable care to ensure that Data Transmissions are timely, complete, accurate and secure. Each Party shall take reasonable precautions in accordance with Article V of this Agreement to prevent unauthorized access to the other Party's Operating System, Data Transmissions, or the contents of an Envelope transmitted to or from either Party.
  - (d) Retransmission of Lost or Indecipherable Transmissions. A Party shall retransmit the original transmission within three (3) business days of its discovery that a Data Transmission is a lost or indecipherable Transmission.
  - (e) Equipment Cost. Each Party shall 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, maintenance of an electronic mailbox, connection time, terminals, connections, telephones, modems, and applicable minimum use charges. Each Party shall be responsible for its own

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expenses incurred for translating, formatting, and sending or receiving communications over the electronic network to any electronic mailbox of the other Party.

- (f) Backup Files. Each Party shall maintain adequate backup files, electronic tapes or other sufficient means to recreate a Data Transmission for at least six (6) years from the Data Transmission's creation date. Such backup files, tapes or other sufficient means will be subject to the terms of Article V of this Agreement to the same extent as the original Data Transmission.
- (g) Data and Data Transmission Security. BCBSSC and Trading Partner shall employ security measures necessary to protect data and Data Transmissions between them, including authentication, encryption, password use, or other security measures in compliance with the Security Rule and any other applicable laws, as set forth in Article V of this Agreement. Unless BCBSSC and Trading Partner agree otherwise, the recipient of data or Data Transmission shall use at least the same level of protection for any subsequent transmission as was used for the original transmission.
- (h) Security Access Codes. The Security Access Codes that BCBSSC issues to Trading Partner will, when affixed to Data Transmissions, be legally sufficient to verify the identity of the transmitter and to authenticate the Data Transmission, thereby establishing the Data Transmission's validity. Data Transmissions having a Security Access Code affixed to them will be deemed to have been "written" or "signed" by the sender. Computer printouts of the information contained in such correspondence and documents that have been electronically or magnetically recorded and kept in the normal course of the sender's or receiver's business will be considered original business records admissible in any judicial, arbitration, mediation or administrative proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form.

### 3.2 Trading Partner Obligations. Trading Partner shall:

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

### 3.3 BCBSSC Obligations. BCBSSC shall:

- (a) Make available to Trading Partner, via electronic means, data and Data Transmissions for which this Agreement grants Trading Partner access or authorization, or as provided by law.
- (b) Provide Trading Partner with at least sixty (60) days' prior written notice of any change or addition to the BCBSSC Companion Guides, referred to in Section 3.1(a) of this Agreement.
- (c) Provide Trading Partner with Security Access Codes that will allow Trading Partner access to BCBSSC's Operating System. BCBSSC reserves the right to change

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Security Access Codes at any time and in such manner as BCBSSC, in its sole discretion, deems necessary.

### IV. BUSINESS ASSOCIATES

- 4.1 Business Associate Obligations. Trading Partner shall ensure that each Business Associate complies with the requirements of Sections 3.1 and 3.2 of this Agreement, even though Business Associate is not a signatory to this Agreement.
- 4.2 Responsibility for Business Associates. Trading Partner is liable to BCBSSC for any act, failure, or omission of any Business Associate as though the act, failure or omission were that of Trading Partner.
- 4.3 Notices Regarding Business Associates. Trading Partner shall, prior to commencement of a Business Associate's services in connection with this Agreement, submit a complete, executed Trading Partner Business Associate Authorization Rider ("Business Associate Rider") designating the Business Associate as an entity authorized to send or receive data or Data Transmissions to or from BCBSSC on Trading Partner's behalf. Trading Partner shall notify BCBSSC at least fourteen (14) days prior to the date of any material change to the information contained in the Business Associate Rider. The Business Associate Rider will be effective and incorporated into this Agreement on the date it is received by BCBSSC. Trading Partner's designation of any Business Associate for purposes of performing services in connection with this Agreement is subject to BCBSSC's approval. BCBSSC will not unreasonably withhold approval of Trading Partner's designated Business Associates.

### V. CONFIDENTIALITY AND SECURITY

- 5.1 Data Security. Trading Partner shall maintain adequate security procedures to prevent unauthorized access to data, Data Transmissions, Security Access Codes, Envelope, backup files, Source Documents or BCBSSC's Operating System. Trading Partner shall immediately notify BCBSSC of any unauthorized attempt to obtain access to or otherwise tamper with data, Data Transmissions, Security Access Codes, Envelope, backup files, Source Documents or BCBSSC's Operating System.



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- 5.2 Confidential Health Information. Trading Partner shall comply with all applicable Privacy Statutes and Regulations, guidelines and health care industry customs concerning treatment of Confidential Health Information.
- 5.3 Proprietary Information. Trading Partner shall treat BCBSSC's Proprietary Information obtained or learned in connection with this Agreement as confidential and shall not use BCBSSC's Proprietary Information for Trading Partner's own commercial benefit or any other purpose not authorized in this Agreement. Trading Partner shall safeguard BCBSSC's Proprietary Information against unauthorized disclosure and use.
- 5.4 Notice of Unauthorized Disclosures and Uses. Trading Partner shall promptly notify BCBSSC of any unlawful or unauthorized use or disclosure of Confidential Health Information or BCBSSC's Proprietary Information that comes to Trading Partner's attention and shall cooperate with BCBSSC in the event that any litigation arises concerning the unlawful or unauthorized disclosure or use of Confidential Health Information or BCBSSC's Proprietary Information.
- 5.5 Operating Systems Security. Each Party shall develop, implement and maintain measures necessary to ensure the security of each Party's own Operating System and each Party's records relating to its Operating System. Each Party shall document and keep current its security measures. Each Party's security measures will include, at a minimum, the requirements and implementation features set forth in the Security Rule and other applicable State and Federal regulations.

### VI. RECORDS RETENTION AND AUDIT

- 6.1 Records Retention. Trading Partner shall maintain complete, accurate and unaltered copies of all Source Documents from all Data Transmissions it transmits to or receives from BCBSSC for not less than six (6) years from the date that Trading Partner transmits or receives them. All retained records will be subject to the same security measures as data and Data Transmissions.
- 6.2 Trade Data Log. BCBSSC and Trading Partner shall each establish and maintain a Trade Data Log to record all Data Transmissions between the Parties during the term of this Agreement. Each Party shall take necessary and reasonable steps to ensure that its Trade

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Data Log constitutes a complete, accurate, and unaltered record of each Data Transmission between the Parties. Each Party shall retain Data Transmission records for not less than twenty-four (24) months following the date of a Data Transmission. Each Party shall maintain its Trade Data Log on computer media or other suitable means that permit timely retrieval and presentation in readable form.

- 6.3 Right to Audit. BCBSSC will have the right to audit relevant Trading Partner business records, Trading Partner's Trade Data Log, Trading Partner's Operating System, and Business Associates as BCBSSC, in its sole discretion, deems necessary to ensure compliance with this Agreement. Trading Partner shall contractually require its Business Associates to permit BCBSSC to conduct such audits.
- 6.4 Government Requests for Information. Trading Partner shall notify BCBSSC immediately upon Trading Partner's receipt of any request from a government authority for information or documents relating to this Agreement, except to the extent such notification is prohibited by law.

### VII. REPRESENTATIONS AND WARRANTIES

- 7.1 Government Programs. Trading Partner represents and warrants that:
- (a) Neither the United States government, any state or local government, nor any prime contractor, subcontractor or other person has notified Trading Partner, either orally or in writing, that Trading Partner has breached or violated any law, certification, representation, clause, provision or requirement pertaining to or involving any government contract or government subcontract that has resulted or may result in Trading Partner being charged with a criminal offense;
  - (b) No termination for convenience, termination for default, cure notice or show-cause notice is currently in effect or threatened against Trading Partner by the United States government or any state or local government;
  - (c) Neither Trading Partner nor any of its directors, officers, employees or agents are or have been under criminal investigation or indictment by any government entity;

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- (d) Trading Partner has not been debarred or suspended from participation in the award of contracts with any government entity (excluding for this purpose ineligibility to bid on certain contracts due to generally applicable bidding requirements);
  - (e) There exists no fact or circumstance that would warrant the institution of suspension or debarment proceedings or the finding of non-responsibility or ineligibility on the part of Trading Partner or any director, officer or employee of Trading Partner; and
  - (f) No payment has been made by Trading Partner or by any person on behalf of Trading Partner in connection with any government contract or government subcontract in violation of or requiring disclosure pursuant to the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1, 78dd-2).
- 7.2 Legal Compliance. Trading Partner shall use reasonable efforts to comply, and to cause Trading Partner’s directors, officers, employees, and Business Associate to comply, in all material respects with all requirements of all laws pertaining to government contracts or government subcontracts, the violation of which may result in Trading Partner or its directors, officers or employees, or other persons being charged with a criminal offense. For purposes of this Section 7.2, “laws” means all applicable statutes, laws, rules, regulations, permits, decrees, injunctions, judgments, orders, rulings, determinations, writs and awards.
- 7.3 Warranties Regarding Business Associates. Trading Partner warrants that Business Associate will make no changes in the data content of Data Transmissions or the contents of an Envelope. Trading Partner further warrants that Trading Partner will advise Business Associate of this Agreement and require that Business Associate comply in all respects with the terms of this Agreement.
- 7.4 Notice of Violations. Trading Partner shall notify BCBSSC in writing within three (3) business days of obtaining knowledge of any criminal investigation, indictment, information or charge by any governmental entity (or communications indicating that the same may be contemplated) related to Trading Partner or any of Trading Partner’s directors, officers, employees, vendors, agents, or Business Associates.

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### VIII. INDEMNIFICATION

- 8.1 Indemnification of BCBSSC. Trading Partner shall indemnify, defend and hold BCBSSC harmless from any and all claims, actions, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorneys' fees, arising out of any act or omission of Trading Partner, Business Associate, or their respective employees, subcontractors, or other persons in the performance of this Agreement. BCBSSC will have the option at its sole discretion to employ attorneys to defend any such claim, action or proceeding arising out of these acts or omissions, the costs and expenses of which will be Trading Partner's responsibility. BCBSSC will provide Trading Partner with timely notice of the existence of such action. Trading Partner shall provide information, documents, and other cooperation as reasonably necessary to assist BCBSSC in establishing its defenses to such action.
- 8.2 Breach of Warranties. Trading Partner shall indemnify and hold BCBSSC harmless from and against any and all liability resulting from: (i) any misrepresentation in Trading Partner's representations and warranties in Article VII of this Agreement; (ii) Trading Partner's failure to notify BCBSSC as required in Section 7.4 of this Agreement; or (iii) actual exclusion during the term of this Agreement from any federal health care program (as defined in the Social Security Act § 1128B(f)).
- 8.3 Participation in Actions. BCBSSC reserves the right, at its option and expense, to participate in the defense of any suit or action brought against Trading Partner or Business Associate arising out of any act or omission in connection with this Agreement.
- 8.4 Dispute Assistance. Each Party shall reasonably cooperate in providing necessary assistance to the other Party when the other Party is actively involved in a dispute with a third party concerning Data Transmissions that either are or reasonably could be the source of litigation with that third party.
- 8.5 Limitation of Liability. Except claims or causes of action related to Trading Partner's actual or alleged breach of Article V of this Agreement or fraud by Trading Partner, neither Party will 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 Data Transmission or the other Party's performance or

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failure to perform in accordance with the terms of this Agreement, including, without limitation, loss of use, revenues, profits or savings, even if a Party has been advised in advance of the possibility of such damages.

### IX. MISCELLANEOUS

9.1 Notices. The Parties shall provide any notice pertaining to this Agreement in writing. Notice will be deemed given when personally delivered to the Party’s authorized representative listed below or sent by means of a reputable overnight courier or by certified mail, postage prepaid, return receipt requested. A notice sent by overnight courier or by certified mail will be deemed given on the date of receipt or refusal of receipt. All notices will be addressed to the appropriate Party as follows:

To: Blue Cross and Blue Shield of South Carolina  
 I-20 Alpine Road, AF-156  
 Columbia, South Carolina 29219  
 Attn: Robert Root, AVP, EDI Services

From: \_\_\_\_\_  
 (Trading Partner)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (City, State, Zip Code)

Attn: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

9.2 Amendments. This Agreement may not be changed or modified except by an instrument in writing signed by each Party’s authorized representative.

9.3 Choice of Law. This Agreement and the Parties’ rights and obligations hereunder are governed by and will be construed under the laws of the State of South Carolina.

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- 9.4 Jurisdiction, Venue and WAIVER OF JURY TRIAL. The Parties agree that any action or proceeding arising out of or related to this Agreement will be instituted only in the federal district court in Columbia, South Carolina. Each party consents and submits to the jurisdiction of such court and agrees that venue therein will be proper and convenient. In any such action or proceeding in such court, each party waives any right to raise any objection based upon improper venue, lack of jurisdiction, or inconvenient forum, and each party consents to personal jurisdiction of such court and agrees service of process may be effected by United States mail. **EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.**
- 9.5 Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. BCBSSC retains the right to assign or delegate any of its rights or obligations hereunder to any of its subsidiaries, affiliates, or successor companies. Otherwise, neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed.
- 9.6 Relationship of BCBSSC to Blue Cross and Blue Shield Association. This Agreement constitutes a contract between Trading Partner and BCBSSC. BCBSSC is an independent corporation operating under a license with the Blue Cross and Blue Shield Association (“Association”), an association of independent Blue Cross Blue Shield plans, permitting BCBSSC to use the Blue Cross® and Blue Shield® service marks in South Carolina. BCBSSC is not contracting as the agent of the Association. Trading Partner has not entered into this Agreement based upon representations by any person other than BCBSSC, and no person, entity or organization other than BCBSSC will be held accountable or liable to Trading Partner for any of BCBSSC’s obligations to Trading Partner under this Agreement.
- 9.7 Force Majeure. Each Party will be excused from performance for any period of time during this Agreement that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control and without its fault or negligence. Such acts include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods or other natural disasters. Delays in performance because of the occurrence of such

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events will automatically extend due dates for a period equal to the duration of such events. Such automatic extension will have no effect on the exercise of either Party's right of voluntary termination of this Agreement under Section 2.2 of this Agreement.

- 9.8 No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy in this Agreement will not constitute a waiver. No provision of this Agreement may be waived by either Party except in a writing signed by an authorized representative of the Party making the waiver.
- 9.9 No Agency. Nothing in this Agreement will place BCBSSC and Trading Partner in a relationship whereby either (i) is the principal or agent of the other for any purpose or (ii) has the authority to bind the other in any way.
- 9.10 Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held or declared to be illegal, invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as though the illegal, invalid or unenforceable provision had not been contained in the Agreement.
- 9.11 Entire Agreement. This Agreement, together with its Exhibits, and any applicable Riders and Amendments, constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes and cancels all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties on this specific subject matter. In the event of any inconsistency between any provision of this Agreement and any provision of a Rider to this Agreement, the provision of this Agreement controls.
- 9.12 Automatic Amendment for Regulatory Compliance. This Agreement will automatically amend to comply with any final regulation or amendment to a final regulation adopted by HHS concerning the subject matter of this Agreement upon the effective date of the final regulation or amendment.
- 9.13 Survival. The provisions of Sections 3.1(d) and 3.2; Article V; Sections 6.1 and 6.2; and Article VIII will survive termination of this Agreement.

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### SIGNATURES

The Parties will be bound by all the terms, provisions and conditions of this Agreement upon execution of the Agreement by each Party's authorized representative.

Agreed to  
**TRADING  
PARTNER**

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

Address: \_\_\_\_\_

I-20 at Alpine Road, AF-156  
Columbia, S.C. 29219

City, State, Zip: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_