

DISCLOSURE AGREEMENT

This Agreement entered into this _____ day of _____, _____
by and between Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company (hereinafter
referred to as BCBSMS) and

(hereinafter referred to as Provider).

List all related applicable BCBSMS Provider number(s):

WHEREAS, BCBSMS is in possession of confidential information pertaining to Provider's patients covered under a contract (hereinafter Plan) issued or administered by BCBSMS.

NOW THEREFORE, in consideration of the premises; the mutual understanding of BCBSMS and Provider, as reflected in this Agreement, the parties agree to be bound by the following terms and conditions:

1. **RELEASE OF INFORMATION**

- a. Provider authorizes and directs BCBSMS to release information, data, or documentation (hereinafter Confidential Information), pertaining to the patients covered under the Plan to:

(hereinafter Recipient).

- b. BCBSMS and Provider agree that Recipient shall access the Confidential Information in order to conduct service activities using electronic transactions as outlined in the Remote System Access Agreement between BCBSMS and Recipient which is attached as Addendum I to this Agreement.

- c. Provider will require any billing agency, clearinghouse or other such agent, that is permitted through an agreement with Provider to access Protected Health Information maintained by BCBSMS, to provide reasonable assurance, evidenced by written contract, that such billing agency, clearinghouse or other such agent will comply with the privacy and security safeguard obligations of Provider and BCBSMS with respect to Protected Health Information maintained by BCBSMS.

2. **INDEMNIFICATION**

Provider understands and acknowledges that any and all information, data or documentation accessed by Recipient is considered confidential, Therefore, Provider agrees to indemnify and hold harmless BCBSMS for any damages, lawsuits, judgments, expenses and attorney’s fees incurred by BCBSMS as a result of the release of this Confidential Information to Recipient.

3. **APPLICABLE INFORMATION**

The validity, performance and construction of this Agreement will be governed by the laws of the State of Mississippi.

4. **TERMINATION OF AGREEMENT**

Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice. The Provider agrees that the terms, rights, duties and conditions contained in Paragraph 2, Indemnification, shall survive the termination of this Agreement.

5. **COMPLETE AGREEMENT**

This Agreement constitutes a final written expression of all the terms of this Agreement between BCBSMS and Provider and is a complete and exclusive statement of those terms and no representations, statements, or other agreements, oral or written, made prior to the execution of this Agreement shall be valid. No addition to or modification of any provision of this Agreement will be binding upon BCBSMS or upon Provider unless made in writing and signed by a duly authorized representative of BCBSMS and of Provider respectively.

IN WITNESS WHEREOF, both the parties hereto have caused this Agreement to be executed by their respective officers who have been duly authorized to execute this Agreement.

PROVIDER

**BLUE CROSS & BLUE SHIELD
OF MISSISSIPPI,
A MUTUAL INSURANCE COMPANY**

By

By

Title

Title

Please remit to:
Blue Cross & Blue Shield of Mississippi
ATTN: EDI Services
P. O. Box 1043
Jackson, MS 39215-1043
Fax: 601-936-5886