

## PROVIDER REMOTE SYSTEM ACCESS AGREEMENT

This Provider Remote System Access 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

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

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

City, State, ZIP: \_\_\_\_\_

Tax ID No.: \_\_\_\_\_

of \_\_\_\_\_  
(hereinafter called "CLIENT")

In consideration of the promises and covenants contained herein, BCBSMS and CLIENT agree as follows:

### 1. ACCESS TO COMPUTER SYSTEM

Subject to the provisions of this paragraph, BCBSMS shall allow CLIENT controlled access to its provider web-site, myAccessBlue, to conduct activities for subscribers and their enrolled dependents covered under a Contract/Certificate. Such activities include, but are not limited to, member eligibility and benefits inquiry, claim status inquiry, view vouchers and medical policy.

For purposes of this Agreement, Contract/Certificate means any Contract/Certificate issued or administered by BCBSMS, its subsidiaries and affiliates, entitling subscribers and their covered dependents to receive health care benefits as defined in the Contract/Certificate. CLIENT's access to BCBSMS' computer system shall be limited to Contracts/Certificates designated by BCBSMS.

### 2. CONFIDENTIAL AND PROPRIETARY INFORMATION

a. CLIENT understands and acknowledges that any and all of BCBSMS' information, data, or documentation accessed by CLIENT is considered confidential and/or proprietary (hereinafter referred to as "Confidential Information"). BCBSMS' Confidential Information includes, but is not limited to, information from myAccessBlue programs, applications, database files, as well as any other data, documentation, literature and material on its computer system.

b. CLIENT, as well as its officers, directors, and employees, shall at all times preserve the confidentiality of all Confidential Information and/or the proprietary system and shall not at any time, in manner or form, directly or indirectly, copy, disclose, duplicate, download, license, sell, reveal, divulge, transfer, publish or communicate, in whole or in part, any such Confidential Information and/or the proprietary system to any third party, except as provided below.

c. CLIENT agrees that it will only disclose the Confidential Information as required by the Contract/Certificate or as required by law.

d. CLIENT agrees that it will not use or disclose the Confidential Information for employment-related actions or decisions.

e. CLIENT will require any billing agency, clearinghouse or other such agent, that is permitted through an agreement with Client 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 Client and BCBSMS with respect to Protected Health Information maintained by BCBSMS.

### **3. REQUIREMENTS OF USERS**

a. CLIENT agrees to be designated as the "Super User" for his or her organization and must complete the Provider On-line Access System Super User Registration Form (see Attachment A). As the "Super User," Client agrees that all information, data, or documentation which he or she has access to under the terms of this Agreement is Confidential and/or Proprietary. The CLIENT, as the "Super User," agrees to be held accountable for maintaining the confidentiality of such information and that the duty of non-disclosure of confidential information extends both within and outside of the CLIENT's organization.

b. CLIENT, as the "Super User," agrees to be accountable for maintaining access of Confidential Information to his or her officers, directors, and employees. This access will be restricted to those individuals requiring access to the information based on business need.

c. CLIENT, as the "Super User," agrees that anyone who accesses BCBSMS' computer information through CLIENT's computer system (hereinafter referred to as "Users") shall not share nor disclose BCBSMS-designated user passwords.

### **4. LIMITED USE**

CLIENT agrees that it shall use the Confidential Information only to perform activities, as described in paragraph 1, with respect to subscribers and their enrolled dependents covered under a Contract/Certificate and that it shall not, under any circumstances, use the Confidential Information to perform any other services other than those designated in this Agreement.

### **5. PROHIBITION AGAINST THIRD-PARTY ACCESS**

CLIENT agrees that it will not act as an electronic "hub" or "switch" allowing medical clinics or other third parties to access, via Internet, or any other method, BCBSMS information systems through CLIENT's access path, as authorized under this Agreement, without prior written consent of BCBSMS.

### **6. VERIFICATION OF BENEFITS**

CLIENT understands and acknowledges that any verification of benefits which CLIENT may receive pursuant to access of myAccessBlue, does not represent a guarantee of payment of such benefits by BCBSMS. Benefits are subject to the terms and conditions of the Contract/Certificate.

### **7. INDEMNIFICATION**

CLIENT will access the Confidential Information from BCBSMS and in accessing this information obtained by BCBSMS, CLIENT agrees to indemnify and hold harmless BCBSMS for damages, lawsuits, judgments, expenses and attorneys fees incurred by BCBSMS; i) as a direct result of negligence, gross negligence, bad faith, dishonesty or criminal conduct on the part of CLIENT, its employees, its officers, or directors in the use of the aforementioned Confidential Information; ii) as a result of CLIENT releasing the Confidential Information to any third-party, or as a result of the CLIENT, as the "Super User," providing access of the information to an individual who does not have an important business need.

### **8. APPLICABLE LAW**

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

**9. COMPLETE AGREEMENT**

This Agreement, as well as Attachment A and any other required and duly executed attachments, all of which are incorporated by reference and made a part of this Agreement, constitutes a final written expression of all terms of the Agreement between BCBSMS and CLIENT 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 CLIENT unless made in writing and signed by duly authorized representatives of BCBSMS and of CLIENT respectively.

**10. TERMINATION**

Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice. If this Agreement terminates, CLIENT agrees that the terms, rights, duties and conditions contained in Paragraph 2 and Paragraph 7 shall survive the termination of this Agreement. The parties also agree that BCBSMS may terminate this Agreement immediately without notice, in the event CLIENT violates the terms of this Agreement.

**11. INDEPENDENT CORPORATION**

CLIENT expressly acknowledges its understanding that this Agreement constitutes a contract solely between the CLIENT and BCBSMS, that BCBSMS is an independent corporation operating under a license with the Blue Cross and Blue Shield Association (hereinafter referred to as "the Association"), an association of independent Blue Cross and Blue Shield Plans, the Association permitting BCBSMS to use the Blue Cross and Blue Shield Service Mark in the State of Mississippi, and that BCBSMS is not contracting as the agent of the Association. CLIENT further acknowledges and agrees that it has not entered into this Agreement based upon representations by any other person other than BCBSMS and that no person, entity, or organization other than BCBSMS shall be held accountable or liable to the CLIENT for any of BCBSMS' obligations to the CLIENT created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSMS other than those obligations created under other provisions of this Agreement.

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

**CLIENT**

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

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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



## Attachment A PROVIDER ON-LINE ACCESS SYSTEM

### **SUPER USER REGISTRATION FORM (CLIENT SECURITY ADMINISTRATOR)**

<b>USER INFORMATION – REQUESTOR MUST COMPLETE (PLEASE PRINT)</b>			
First Name	M.I.	Last Name	User-ID (Assigned by BCBS)
Facility / Provider Name			Tax ID
Job Title	Department	Phone & Extension	E-mail Address

As the Super User, I understand that all information, data, or documentation which my employer has access to under the terms of this Provider Remote System Access Agreement with Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company, and which may be revealed to me pursuant to this request is confidential and/or proprietary. I agree to be held accountable for maintaining the confidentiality of such information and I understand that my duty of nondisclosure of confidential information extends to both within and outside of my company. I also understand that I am accountable for maintaining access to information by my employers' staff and that access will only be available to individuals requiring access to such information due to an important business need.

<b>CLIENT SECURITY ADMINISTRATOR (SUPER USER)</b>	Signature	Date
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<b>PROCESSED BY BCBS CLIENT SECURITY ADMINISTRATOR</b>	Signature	Date
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<b>PROCESSED BY BCBS SYSTEM INTERFACE DEPARTMENT</b>	Signature	Date
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<b>PROCESSED BY BCBS CORPORATE SECURITY ADM. (DELETES ONLY)</b>	Signature	Date
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