

**Blue Cross Blue Shield of Nebraska
Direct Submitters
Trading Partner Agreement**

This Direct Submitters Trading Partner's Agreement (the "Agreement") provides the terms and conditions governing electronic transfer of data communications between Blue Cross and Blue Shield of Nebraska ("BCBSNE") and the undersigned Trading Partner (collectively, "Parties") by direct digital or electronic transmission over communication lines to accomplish the Parties' business objectives. This Agreement will remain in effect until terminated according to its terms. BCBSNE receives health care transactions ("Electronic Data") in its role as a health insurance issuer, as an administrator for self-insured group health plans, as a Medicare contractor, and in other capacities. Trading Partner is a Health Care Provider, Clearinghouse, Service Bureau, Billing Service or other submitter of electronic transactions. Trading Partner and BCBSNE desire to facilitate the exchange of health care transactions ("Electronic Data") by electronically transmitting and receiving data in specified formats.

**ARTICLE 1
Definitions**

1.1 "Electronic Data" shall mean healthcare transactions and other data covered by this Agreement submitted by Trading Partner to BCBSNE.

1.2 "Trading Partner Transaction Documentation" shall mean that subset of Documentation which describes Electronic Data formats and field validations. Trading Partner Transaction Documentation, if any, shall be identified in an attachment to this Agreement and signed by Trading Partner.

**ARTICLE 2
Companion Documents; Standards;
Other Documentation.**

2.1 BCBSNE makes available on a direct submission basis certain inbound and outbound Transactions. From time to time during the term of this Agreement, BCBSNE may modify supported transactions in order to maintain compliance with the Standards for Electronic Transactions mandated by the Health Insurance Portability and Accountability Act ("HIPAA").

2.2 In submitting Transactions to BCBSNE, Trading Partner agrees to conform to BCBSNE-issued provider publications and BCBSNE Standard

Transaction Companion Documents (as amended by BCBSNE from time to time). Trading Partner Transaction Documents, incorporated by reference herein, contain specific instructions for conducting each Transaction. Such Documentation will be available on the BCBSNE website, www.bcbsneprovider.com. Such Documentation are intended to be a supplement to the Standard Transaction Implementation Guides issued under HIPAA and provide specific information for exchanging such Transactions with BCBSNE. The Standard Transaction Companion Documents are not intended to be complete billing instructions and do not alter or replace applicable physician's guides or other Health Care Trading Partner billing publications issued by BCBSNE. Trading Partner agrees to comply with the requirements set forth in the applicable BCBSNE Standard Transaction Companion Documents.

**ARTICLE 3
Term and Termination.**

3.1 Except as otherwise provided herein, the term of this Agreement will begin on the date BCBSNE receives the signed Agreement from Trading Partner via mail or facsimile transmission and will remain in effect until terminated by a Party in the manner set forth below :

3.1.1 Either Party may terminate this Agreement without cause at any time upon giving to the other Party at least sixty (60) days prior written notice of such termination.

3.1.2 Either Party may terminate this Agreement immediately in the event of a breach of this Agreement by the other Party, which breach remains uncured for a period of thirty (30) days after written notice reasonably specifying the nature of the breach is given to the breaching party.

3.2 Trading Partner may terminate this Agreement upon written notice provided to BCBSNE within thirty (30) days of the date Trading Partner receives from BCBSNE an amendment to this Agreement which is unacceptable to Trading Partner.

ARTICLE 4 Data Retention.

Trading Partner is responsible for maintaining and retaining its own records of Electronic Data submitted to, and received from BCBSNE.

ARTICLE 5 Confidentiality.

5.1 Trading Partner will comply with all applicable statutes and regulations, guidelines and health care industry customs concerning treatment of confidential information.

5.2 Trading Partner will treat BCBSNE's proprietary information obtained or learned in connection with this Agreement as confidential and will not use BCBSNE's proprietary information for Trading Partner's own commercial benefit or any other purpose not authorized by this Agreement. Trading Partner will safeguard BCBSNE's proprietary information against unauthorized disclosure and use.

5.3 Proprietary information is information used or created by BCBSNE in the conduct of its business activities that is not normally made available to BCBSNE's customers, competitors or third parties, the disclosure of which will or may impair BCBSNE's competitive position or otherwise prejudice BCBSNE's ongoing business.

5.4 Each party shall limit the use and access of confidential information to such party's bona fide employees or agents who have a need to know such information for purposes of conducting the receiving party's business. Each party shall notify all employees and agents who have access to confidential information or to whom disclosure is made that the confidential information is the confidential, proprietary property of the disclosing party and shall instruct such employees and agents to maintain the confidential information in confidence.

5.5 Each party's obligations under this Article shall survive the termination or earlier expiration of this Agreement indefinitely.

5.6 Notwithstanding the obligations described in Section 5.1, neither party shall have any obligation to maintain the confidentiality of any confidential information which is:

5.6.1 or becomes publicly available by other than unauthorized disclosure by the receiving party;

5.6.2 independently developed by the receiving party; or

5.6.3 received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction.

5.7 If required by any court of competent jurisdiction or other governmental authority, the receiving party may disclose to such authority, data, information or materials involving or pertaining to confidential information to the extent required by such order, provided that

the receiving party shall first have used its best efforts to obtain a protective order reasonably satisfactory to the disclosing party sufficient to maintain the confidentiality of such data, information or materials.

5.8 The Parties agree to defend, indemnify, and hold each other harmless, including their officers, agents, employees, subcontractors, business associates, permitted successors and assigns, from and against any and all claims, losses, and actions, including all costs and reasonable attorney fees, arising out of any breach of the confidentiality requirements of Article 5 of this Agreement, caused by the negligent or willful misconduct of their officers, agents, employees, business associates and subcontractors. Each Party will provide information, documents and other cooperation as reasonably necessary to assist the other Party in establishing its defenses to such claims or action.

ARTICLE 6
Relationship to Other Parties.

6.1 This Agreement is a contract between BCBSNE and Trading Partner. BCBSNE is an independent corporation operating under a license with the Blue Cross Blue Shield Association (Association), an association of independent Blue Cross Blue Shield plans, permitting BCBSNE to use the Blue Cross® and Blue Shield® service marks. BCBSNE is not contracting as agent of the Association.

6.2 Trading Partner has not entered into this Agreement based upon representations by anyone other than BCBSNE, and no person, entity or organization other than BCBSNE will be held accountable or liable to Trading Partner for any of BCBSNE's obligations to Trading Partner under this Agreement.

ARTICLE 7
Miscellaneous.

7.1 This Agreement constitutes the entire agreement of BCBSNE and Trading Partner and supersedes all other agreements, understandings and commitments between BCBSNE and Trading Partner with respect to the specific subject matter hereof.

7.2 No termination of this Agreement will affect the rights and obligations of the Parties that have accrued under this Agreement prior to the effective date of termination. In addition, Sections 3, 4, and 5 will survive termination of this Agreement.

7.3 This Agreement and/or a Party's rights and/or obligations under this Agreement may not be assigned, directly or indirectly, by operation of law or otherwise, by either Party without the prior written consent of the other Party; provided, however, that BCBSNE may, without obtaining the prior written consent of Trading Partner, assign this Agreement and/or any of its rights and/or obligations to any Affiliate. The term "Affiliate" means any entity, whether now existing or hereafter organized, that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with BCBSNE.

7.4 This Agreement will be governed by the laws of the State of Nebraska, and to the extent applicable, federal law including but not limited to the Health Insurance and Portability and Accountability Act of 1996 (HIPAA). This Agreement is deemed to be executed in Nebraska.

7.5 Other than as set forth in Section 2.2, all notices and other communications required under this Agreement will be delivered by first class mail, or by facsimile addressed to the parties as set forth below their respective signatures or to such other address as may be specified by notice.

7.6 The provisions of this Agreement are severable. If any provision is held or declared by a court of competent jurisdiction 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 this Agreement.

7.7 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 writing signed by an authorized representative of the Party making the waiver.

7.8 Information obtained through Transactions pertaining to BCBSNE subscriber or dependent eligibility and benefits is for Trading Partner's general use only, not a guarantee of payment. All responses are subject to the terms,

conditions, authorizations, network requirements and definitions in the subscriber or Trading Partner contracts, and on subscriber's continuing eligibility. For example, the fact that a claim transaction receives a response of "pending" is not an indication that the claim will be paid, and a response to a Prior Authorization; or Eligibility Inquiry, are subject to change due to changes in employment, or enrollment, and to Benefit Plan changes

7.9 BCBSNE may amend this Agreement at any time by giving Trading Partner sixty (60) days prior written notice of the content and effective date of the amendment. Unless Trading Partner terminates this Agreement in the manner provided in Section 2. C. above, Trading Partner will be deemed to have accepted such amendment.

TRADING PARTNER :

Name of Company

By: _____
Signature

Name: _____

Title: _____

Date: _____

Address: _____

City, State, Zip: _____

Contact: _____

Title: _____

Telephone: (____) _____

Fax: _(____) _____

BLUE CROSS AND BLUE SHIELD OF NEBRASKA

By: _____

Name: _____

Title: _____

Date: _____

Send all Notices to:
Blue Cross Blue Shield of Nebraska
Electronic Commerce
7261 Mercy Rd.
P.O. Box 3248
Omaha, NE 68180-0001
Client Services
(402) 398-3603 Toll Free 1-888-233-8351