

Agreement No.: _____

ELECTRONIC TRADING PARTNER AGREEMENT

This Electronic Trading Partner Agreement (“Agreement”) is made as of the _____ day of _____, 20____ (“Effective Date”) by and between Blue Cross Blue Shield of _____, located at 4000 House Ave., Cheyenne, Wyoming 82003-2266, and _____ (“Trading Partner”) located at _____.

(Month) (Day of month) (Year) (Trading Partner) (Address) (City, State, Zip)

This Agreement provides the terms and conditions governing electronic transfers of data communications and funds between BCBSWY and Trading Partner (collectively “Parties”) by direct digital or electronic transmission over communication lines to accomplish the Parties’ business objectives regarding the provision and acquisition of products and services and the transfer of funds. This Agreement will remain in effect until terminated according to its terms.

RECITALS

WHEREAS, both Parties consider their mutual interest to be served by engaging in the electronic transfer of data communications as a means of furthering their respective business objectives; and

WHEREAS, Trading Partner is a business entity that transacts business with BCBSWY on a regular basis pursuant to the terms of a Business Agreement; and

WHEREAS, each Party is or will be equipped at its own expense with the Operating System and trained personnel necessary to engage in the successful exchange of data and funds; and

WHEREAS, both 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 Transaction Rules, the submission and payment of claims for medical services and supplies rendered or sold to Medicare Eligible Individuals, Medicaid Eligible Individuals, workers compensation and Covered Individuals; and

WHEREAS, in the electronic transmission of data and funds, the confidentiality and security of the data exchanged are an utmost priority to both Parties; and

WHEREAS, BCBSWY anticipates that Trading Partner may use, in the performance of this Agreement, various third-party Business Associates in the electronic exchange of information;

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

I. DEFINITIONS

The following terms with initial capitals have these meanings:

- 1.1 ANSI means American National Standards Institute, an organization whose Accredited Standards Committee develops and approves uniform standards for the electronic interchange of business transactions.
- 1.2 Business Agreement means a written agreement between BCBSWY and Trading Partner whereby BCBSWY and Trading Partner may exchange Data and/or funds.
- 1.3 Business Associate means a third-party organization that contracts with Trading Partner to perform designated services in order to facilitate the electronic transfer of Data or funds or to conduct other business functions on behalf of Trading Partner. Examples of Business Associates include, without limitation, clearinghouses, vendors, billing services, service bureaus, accounts receivable management firms and banking institutions.
- 1.4 CMS means the Centers for Medicare and Medicaid Services of the United States Department of Health and Human Services. CMS is a federal agency (formerly known as Health Care Financing Administration or HCFA) that administers the Medicare and Medicaid programs.
- 1.5 Confidential Health Information means information relating to specific Individuals, including Individually Identifiable Health Information and Health Information, that is exchanged by and between BCBSWY, Trading Partner and/or Business Associate for various business purposes, and that is protected from disclosure to unauthorized persons or entities by Social Security Act §1171 *et seq.*, the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, the Privacy Act of 1974 (5 U.S.C. §552A), or other applicable state and federal statutes and regulations, including statutes and regulations protecting the privacy of general medical, mental health and substance abuse records (collectively “Privacy Statutes and Regulations”).
- 1.6 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 BCBSWY or a health benefit program issued or administered by some other Payor.
- 1.7 Data means formalized representation of specific facts or concepts suitable for communication, interpretation or processing by people or automatic means.
- 1.8 Data Transmission means automated transfer or exchange of Data, pursuant to the terms and conditions of this Agreement, between BCBSWY and Trading Partner or Business Associate by means of their respective Operating Systems, which are compatible for that purpose, and includes, without limitation, Electronic Data Interchange (“EDI”), Electronic Remittance Advice (“ERA”), Electronic Funds Transfer (“EFT”) and Electronic Media Claims (“EMC”) transmissions.

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- 1.9 Electronic Data Interchange (“EDI”) means the automated exchange of business documents from application to application in the formats required by Social Security Act § 1173 and the Transaction Rules.
- 1.10 Electronic Funds Transfer (“EFT”) means the value-dated transmission of an electronic message to a depository institution instructing it to make a book entry reflecting the transfer of funds between BCBSWY and Trading Partner.
- 1.11 Electronic Media Claims (“EMC”) means automated methods of submitting claims for payment of medical services or supplies rendered or sold by a Provider to an Individual.
- 1.12 Electronic Remittance Advice (“ERA”) means a document containing information pertaining to the disposition of a specific claim for payment of services or supplies rendered to an Individual that a Provider files with BCBSWY on the Individual’s behalf. The documents include, without limitation, information such as the Provider name and address, Individual’s name, dates of service, amount billed, amount paid, whether the claim is approved or denied, and if denied, the reason for the denial.
- 1.13 Envelope means a control structure in a format mutually agreeable to BCBSWY and Trading Partner for the electronic interchange of one or more encoded Data Transmissions between BCBSWY and Trading Partner and/or Business Associate.
- 1.14 HHS means the United States Department of Health and Human Services.
- 1.15 Health Information means any information, whether oral or recorded in any form or medium that (i) is created or received by a Provider, health plan, public health authority, employer, life insurer, school, university or health care clearinghouse and (ii) relates to the past, present or future physical or mental health or condition of an Individual, the provision of health care to an Individual or the past, present or future payment for the provision of health care to an Individual.
- 1.16 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 BCBSWY processes or administers claims, and specifically includes, without limitation, Medicare Eligible Individuals, Medicaid Eligible Individuals, workers compensation and Covered Individuals.
- 1.17 Individually Identifiable Health Information means any Health Information, including demographic information collected from an Individual, that is created or received by a Provider, health plan, employer or health care clearinghouse and either (i) identifies an Individual or (ii) results in a reasonable basis to believe that the information can be used to identify the Individual.
- 1.18 Lost or Indecipherable Transmission means a Data Transmission that is not received or cannot be processed to completion by the receiving Party because it is garbled or incomplete, regardless of how or why the Data Transmission was rendered garbled or incomplete.

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- 1.19 Medicaid means the jointly-funded Federal-State health insurance program, established by Title 42, Public Health and Welfare, Chapter 7 – Social Security, Subchapter XIX – Grants to States for Medical Assistance Program (42 U.S.C. § 1396 *et seq.*), that assists with medical costs of Individuals with low incomes and limited resources, including, but not limited to, payment of charges for health care services rendered by Providers and for health care supplies sold to Medicaid Eligible Individuals.
- 1.20 Medicaid Eligible Individuals means those Individuals eligible for payment of charges for services rendered or supplies sold to them under Medicaid.
- 1.21 Medicare means the Federal health insurance program, established by Title 42, Public Health and Welfare, Chapter 7 – Social Security, Subchapter XVIII – Health Insurance for Aged and Disabled (42 U.S.C. § 1395 *et seq.*), for Individuals 65 years of age or older and Individuals with specimen diseases set forth in 42 U.S.C. § 1395 *et seq.*
- 1.22 Medicare Eligible Individuals means those Individuals eligible for payment of charges for services rendered or supplies sold to them under Medicare.
- 1.23 National Standard Identifier means the standard unique health identifier for each Individual, employer, health plan and Provider for use in the health care system pursuant to regulations implementing the Health Insurance Portability and Accountability Act of 1996.
- 1.24 Operating System means the equipment, software and trained personnel necessary for a successful Data Transmission.
- 1.25 Payor means a business organization that provides benefit payments for certain services or supplies rendered or sold to Covered Individuals or their eligible dependents under the terms, conditions, limitations and exclusions of a health benefit program issued or administered by the Payor.
- 1.26 Proprietary Information means information used or created by the Parties in the conduct of their business activities that is not normally made available to the Parties' customers, competitors or third parties, the disclosure of which will or may impair the Parties' competitive position or otherwise prejudice the Parties' ongoing business.
- 1.27 Provider means a hospital or professional practitioner duly certified or licensed to provide health care services to Covered Individuals, and includes, without limitation, suppliers, extended care facilities, skilled nursing facilities, rehabilitation facilities, home health agencies, hospices, physicians, dentists, clinical social workers, ambulance services, and hospitals or professional practitioners specifically certified or approved by HHS to provide reimbursable health care services to Medicare Eligible Individuals.
- 1.28 Security Access Codes means codes that BCBSWY assigns to Trading Partner to allow Trading Partner access to BCBSWY's Operating System for the purpose of successfully executing Data Transmissions or otherwise carrying out this Agreement.
- 1.29 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

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that a Provider furnishes 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, 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 name and/or National Standard Identifier, and signature.

- 1.30 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, transmission date, time and general nature.
- 1.31 Trading Partner means a business entity including one of the following: Payor, Provider, employer or banking institution.
- 1.32 Transaction Rules 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. The term of this Agreement shall commence on the effective date and shall continue for a period of one (1) year. Thereafter, this agreement will automatically renew for successive periods of one (1) year unless terminated pursuant to Section 2.2 or Section 2.3.
- 2.2 Voluntary Termination. Either Party may terminate this Agreement upon thirty-one (31) days prior written notice to the other Party.
- 2.3 Termination for Cause. In the event of material breach of this Agreement by either Party, the nonbreaching Party may terminate this Agreement by giving written notice to the breaching Party. The breaching Party shall have 31 days to fully cure the breach. If the breach is not cured within 31 days after written notice, this Agreement shall automatically and immediately terminate.

III. OBLIGATIONS OF THE PARTIES

- 3.1 Mutual Obligations. The mutual obligations of BCBSWY and Trading Partner include the following:
- (a) EDI/EFT Data Transmission Accuracy. The Parties will take reasonable care to ensure that Data Transmissions are timely, complete, accurate and secure. Each party will 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.
 - (b) Retransmission of Lost or Indecipherable Transmissions. A Party will retransmit the original transmission within five (5) business days of its discovery that a Data Transmission is a Lost or Indecipherable Transmission.

- (c) Notices Regarding Formats. The standard formats for Data Transmissions are set forth in Section 3.1(e). The parties shall provide the Other Party with at least thirty-one (31) days prior notice of implementation of any changes.
- (d) Backup Files. Each Party will 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.
- (e) Transmission Format. All standard transactions, as defined by Social Security Act § 1173(a) and the Transaction Rules, conducted between BCBSWY and Trading Partner or between BCBSWY and Trading Partner's Business Associate, will use code sets, data elements and formats specified by the Transaction Rules.

All other Data Transmissions conducted between BCBSWY and Trading Partner or between BCBSWY and Trading Partner's Business Associate will use the code sets, data elements and formats specified in Exhibit B of this Agreement.

- (f) Testing. Each Party will test and cooperate with the other Party in testing each Party's Operating System to ensure the accuracy, timeliness, completeness and confidentiality of each Data Transmission.
- (g) Data and Data Transmission Security. BCBSWY and Trading Partner will employ security measures necessary to protect Data and Data Transmissions between them, in compliance with Social Security Act § 1173(d) and any HHS implementing regulations or guidelines and as set forth in Article V of this Agreement.
- (h) National Standard Identifiers. BCBSWY and Trading Partner will use National Standard Identifiers in all Data and Data Transmissions conducted between the Parties no later than BCBSWY's compliance date with any National Standard Identifier adopted by HHS through regulations implementing the Health Insurance Portability and Accountability Act of 1996.
- (i) Security Access Codes. The Security Access Codes that BCBSWY 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 proceedings to the same extent and under the same conditions as other business records originated and maintained in documentary form.

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3.2 Trading Partner Obligations. Trading Partner will:

- (a) Not copy, reverse engineer, disclose, publish, distribute, alter or use Data, Data Transmission or Envelope for any purpose other than for which BCBSWY has specifically authorized Trading Partner under the terms of this Agreement.
- (b) Not obtain access by any means to Data, Data Transmission, Envelope, or BCBSWY's Operating System for any purpose other than as BCBSWY 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 will immediately notify BCBSWY and destroy the data.
- (c) At its own expense, obtain and maintain its own Operating System necessary for timely, complete, accurate and secure transmission of data pursuant to this Agreement. Furthermore, Trading Partner shall pay its own costs for any and all charges related to Data Transmission under this Agreement and specifically including, without limitation, charges for Operating System equipment, software and services, charges for maintaining an electronic mailbox, connection time, terminals, connections, telephones, modems and any applicable minimum use charges.
- (d) Protect and maintain the confidentiality of Security Access codes that BCBSWY issues to Trading Partner.
- (e) Provide BCBSWY in writing all information requested in Exhibit A to this Agreement not later than Trading Partner's execution of this Agreement. While this Agreement is in effect, Trading Partner will notify BCBSWY in writing within five (5) business days of any material change in the information on Exhibit A to this Agreement.
- (f) Require any Business Associate to abide by the obligations set forth in this Section 3.2, even though Business Associate is not a signatory to this Agreement. The requirements in this section must comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160-164).

3.3 BCBSWY Obligations. BCBSWY will:

- (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 Security Access Codes that will allow Trading Partner access to BCBSWY's Operating System. The Parties acknowledge and agree that such Security Access Codes are confidential and subject, without limitation, to the restrictions contained in Article V of this Agreement. BCBSWY reserves the right to change Security Access Codes at any time and in such manner as BCBSWY, in its sole discretion, deems necessary. The Parties agree

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that disclosure of Security Access Codes will be limited to authorized personnel of the respective Parties on a need-to-know basis.

IV. BUSINESS ASSOCIATES

- 4.1 Business Associate Obligations. Each Party will ensure that any Business Associate will be bound by the mutual obligations of the Parties set forth in Section 3.1, even though Business Associate is not a signatory to this Agreement.
- 4.2 Confidentiality Standards. Each Party will require any Business Associate to be subject to the terms and conditions of the Agreement, including the confidentiality provisions of Article V of the Agreement, to the same extent as the Parties, notwithstanding that Business Associate may not be a signatory to the Agreement.
- 4.3 Security Standards. Each Party will require any Business Associate to maintain security standards for its Operating System that comply with the minimum standards set forth in Article V of the Agreement, notwithstanding that Business Associate may not be a signatory to the Agreement.
- 4.4 Exclusion from Federal Health Care Programs. Each Party will require any Business Associate to be subject to the terms and conditions of Article VII of the Agreement regarding debarment or exclusion from federal health care programs, notwithstanding that Business Associate may not be a signatory of the Agreement.
- 4.5 HIPAA Compliance. The requirements in Article IV must comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. Parts 160 – 164).

V. CONFIDENTIALITY AND SECURITY

- 5.1 Data Security. Each Party will maintain reasonable security procedures to prevent unauthorized access to Data, Data Transmissions, Security Access Codes, Envelope, backup files, Source Documents or BCBSWY's Operating System. Each Party will immediately notify the other Party of any unauthorized attempt to obtain access to or otherwise tamper with Data, Data Transmissions, Security Access Codes, Envelope, backup files, Source Documents or the other Party's Operating System which attempt may have an impact on the other Party.
 - (a) Confidential Health Information. Each Party will comply with all applicable Privacy Statutes and Regulations, guidelines and health care industry customs concerning treatment of Confidential Health Information.
 - (b) Proprietary Information. Each Party will treat the other Parties' Information obtained or learned in connection with this Agreement as confidential and will not use the other Parties' Proprietary Information for their own commercial benefit or any other purpose not authorized in this Agreement. Each Party will safeguard the other Parties' Proprietary Information against unauthorized disclosure and use.

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- (c) Notice of Unauthorized Disclosures and Uses. Each party will promptly notify the other Party of any unlawful or unauthorized use or disclosure of Confidential Health Information which disclosure may have an impact on the other Party or Proprietary Information that comes to the Party's attention and will cooperate with the other Party in the event that any litigation arises concerning the unlawful or unauthorized disclosure or use of Confidential Health Information or Proprietary Information.

- 5.2 Operating Systems Security. Each Party will develop, implement and maintain appropriate security measures for its own Operating System. Each Party will 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 Social Security Act § 1173(d) and all applicable HHS implementing regulations.

VI. RECORD RETENTION AND AUDIT

- 6.1 Records Retention. Trading Partner will maintain complete, accurate and unaltered copies of all Source Documents from all Data Transmissions it receives from BCBSWY for not less than six (6) years from the date that Trading Partner receives them. All retained records will be subject to the same security measures as Data and Data Transmissions.
- 6.2 Right to Audit. BCBSWY will have the right to audit relevant Trading Partner business records, Trading Partner's Operating System and Trading Partner's Business Associates as BCBSWY deems necessary to ensure compliance with this Agreement.

Trading Partner will notify BCBSWY 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. Each Party 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 the Parties, either orally or in writing, that the Parties have 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 the Parties 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 the Parties by the United States government or any state or local government;
 - (c) Neither Party nor any of its directors, officers, employees or Business Associates are or have been under criminal investigation or indictment by any government entity;

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- (d) The Parties have 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 the Parties or any director, officer or employee of the Parties; and
- (f) No payment has been made by the Parties' or by any person on behalf of either Party 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. Each Party will use reasonable efforts to comply, and to cause their directors, officers, employees and Business Associates 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 the other Party 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 Notice of Violations. Each Party will notify the other Party in writing within ten (10) business days of obtaining knowledge of any criminal investigation, indictment, information or charge by any governmental entity (or communication indicating that the same may be contemplated) related to the other Party or any of the other Parties' directors, officers, employees, vendors, agents or Business Associates.

7.4 Right to Terminate. If, during the term of this Agreement, either Party, any of its related business entities or any of its officers, directors, managing employees or Business Associates is:

- (a) charged with a criminal offense relating to one or more government contracts or government subcontracts or to federal health care programs (as defined in Social Security Act § 1128B(f));
- (b) listed by a federal agency as debarred, proposed for debarment, or suspended; or
- (c) 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))

a Party will have the right to terminate this Agreement by written notice to the other Party.

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VIII. INDEMNIFICATION

8.1 The Parties to this Agreement shall indemnify, defend and hold the other Party harmless from any and all claims, actions, damages, liabilities, costs and expenses, specifically including, without limitation, reasonable attorney's fees and costs arising out of any acts or omissions of the Indemnifying Party, its Business Associates, or its respective employees, subcontractors or other persons in the performance of this Agreement, if the liability arises from the errors, acts, negligence or omissions of the Indemnifying Party.

IX. MISCELLANEOUS

9.1 Notices. Any notice pertaining to the conditions in this Agreement will be 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 Blue Shield of Wyoming
4000 House Ave., P.O. Box 2266
Cheyenne, WY 82003-2266
Attn: Provider Relations

To: _____
(Trading Partner)

(Address)

(City, State, Zip Code)

Attn: _____

(Contact Person)

(Title)

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 Wyoming.

9.4 Dispute Resolution. The Parties will work together in good faith for a reasonable period to resolve any dispute or alleged breach of this Agreement within a reasonable period of time by using a mutually agreed alternative dispute resolution technique prior to resorting to litigation. This provision does not apply to actions by either Party that are the subject of immediate termination under this Agreement or to disputes involving fraud or breach

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of the requirements of Article V of this Agreement, in which case a Party will be free to seek available remedies in any appropriate forum at any time.

- 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. BCBSWY retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned 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 BCBSWY to Blue Cross Blue Shield Association. This Agreement constitutes a contract between Trading Partner and BCBSWY. BCBSWY is an independent company operating under a license with the Blue Cross Blue Shield Association (“Association”), an association of independent Blue Cross Blue Shield plans, permitting BCBSWY to use the Blue Cross® and Blue Shield® service marks in Wyoming. BCBSWY is not contracting as an agent of the Association. Trading Partner has not entered into this Agreement based upon representations by any person other than BCBSWY, and no person, entity or organization other than BCBSWY will be held accountable or liable to Trading Partner for any of BCBSWY’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, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes, floods or other natural disasters. Delays in performance because of the occurrence of such 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 BCBSWY and Trading Partner in a relationship whereby either (a) is the principal or agent of the other for any purpose or (b) 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, any applicable Rider, and Amendments, constitutes the entire understanding between BCBSWY and Trading

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Partner 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. 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.

X. 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 duly authorized representative.

NO CHANGES, MODIFICATIONS OR AMENDMENTS TO THE ORIGINAL FORM OF THIS AGREEMENT SHALL BE EFFECTIVE UNLESS SUCH CHANGES ARE SPECIFICALLY IDENTIFIED AND ACKNOWLEDGED IN WRITING BY A DESIGNATED OFFICIAL OF BCBSWY; UNAUTHORIZED CHANGES, MODIFICATIONS OR AMENDMENTS SHALL BE NULL AND VOID AND WITHOUT LEGAL EFFECT.

Agreed to:
TRADING PARTNER

Agreed to:
BLUE CROSS BLUE SHIELD OF WYOMING

Signature	Signature
Name and title	Rick Schum, President and CEO
Tax ID #	
Address	4000 House Ave, P.O. Box 2266
City, State, Zip	Cheyenne, WY 82003-2266
Date	
Contact Person	Attn: Provider Relations
Title	
Telephone	307-632-1654
	888-666-5188

Please Note: Trading Partners must complete and submit this Electronic Trading Partner Agreement to BCBSWY in order to begin the electronic transfer of data with BCBSWY. Upon completion of this form, please submit to BCBSWY via fax at 1-307-632-1654 or to Blue Cross Blue Shield of Wyoming, Attn: Provider Relations, 4000 House Ave., P.O. Box 2266, Cheyenne, WY 82003-2266. In addition to this form, please log on to EDISS 'Connect' at EDISSWEB.com to complete your EDI registration.