



## Submitter Enrollment and Trading Partner Agreement Packet

A Submitter is a health care provider or the business associate of a provider, such as a billing service or clearinghouse that conducts transactions on behalf of the provider. Health care providers include all those entities covered by the definition of “health care provider” at 45 C.F.R. § 160.103.

This packet contains the following **required** enrollment documents for Submitters that wish to conduct electronic claims submissions, inquiries, and other electronic transactions with THIN:

- Submitter Enrollment Form**
- rEDI-link Blue Response Report Request Form**
- Submitter Trading Partner Agreement**
- Addendum A - Business Associate Addendum**
- Addendum B - THIN Fee Schedule (Only Submitters sending Texas and New Mexico Government Claims must sign and return this Addendum)**

To enroll, a new Submitter must complete these documents and return them to THIN. The Submitter’s president, owner, chief financial officer, or equivalent legal representative must sign the agreements in ink and return the originals. THIN will not accept stamped signatures. You should keep copies of the **Submitter Trading Partner Agreement** and **Addenda** for your records.

**Note:** Please indicate in the enrollment form space marked “Software” the Vendor whose software you use to submit electronic data. Also, please list the provider(s) for which you will submit electronic data. **THIN cannot enroll you unless you complete this information.**

Before returning the required information, please make sure you have completed the following steps:

- Step 1:** Complete the Submitter Trading Partner Enrollment Form;
- Step 2:** Complete the rEDI-link Blue Response Report Request Form
- Step 3:** Complete and sign the Submitter Trading Partner Agreement – including, if applicable, Addendum B
- Step 4:** Return all **original** documents together to the following address (**faxed copies are not acceptable**):

**Mailing Address:**

THIN  
Enrollment 2-R-S  
P.O. Box 833905  
Richardson, TX 75083-3905

**Delivery Address:**

THIN  
Enrollment 2-R-S  
901 South Central Expressway  
Richardson, TX 75080

It is very important that you complete and return the entire Submitter Trading Partner Enrollment packet, as described above. **THIN can not process incomplete packets.** Once THIN receives your completed enrollment Packet, THIN will set up your Submitter ID and password and then fax you a copy of the *Connect For Success Confirmation* form. This process should take approximately 5 days from the date of receipt. Remember to allow an additional 3 to 5 days for delivery of the form by mail.

If you have any questions, please contact the THIN EDI Helpline at 972/766-5480 or 877/EDI-THIN (8:00am – 6:00pm CST).



## Submitter Trading Partner Enrollment Form

<p><i>Check the appropriate:</i> ___ Provider ___ Clearinghouse ___ Billing Service</p>		
<p><b>Business Name:</b> _____</p>		
<p><b>Address:</b> _____</p>		
<p><b>City,State,Zip:</b> _____</p>		
<p><b>Tax Number:</b> _____</p>		
<p><b>Contacts:</b></p> <p>_____</p> <p><i>Primary/Enrollment</i></p> <p>_____</p> <p><i>Secondary</i></p>	<p><b>Fax Number:</b> (    ) _____</p> <p><b>Phone Number:</b> (    ) _____</p> <p><b>Email*:</b> _____</p> <p><i>*Required for expedient updates</i></p>	
<p><b>EDI Software Vendor*:</b> _____ <b>Vendor ID</b> _____</p> <p><b>Phone Number:</b> (    ) _____ <span style="float: right;"><i>(If available)</i></span></p>		
<p><b>Communication Protocol:</b> ___ Dial up ___ FTP ___ NDM ___ B2B</p> <p><i>* If you support your own proprietary software product, indicate technical contact name and number</i></p>		
<p><b>Indicate each payer type you plan to support electronically:</b></p> <p><input type="checkbox"/> Blue Cross    <input type="checkbox"/> Blue Shield    <input type="checkbox"/> Commercial    <input type="checkbox"/> Champus</p> <p><input type="checkbox"/> Medicaid    <input type="checkbox"/> Medicare Part A    <input type="checkbox"/> Medicare Part B</p>		
<p><b>For what States:</b> _____ <span style="float: right;"><b>(Required)</b></span></p>		
<p><b>Indicate the claim format(s) that you will submit :</b></p> <p>___ T0301(NSF) ___ T060(UBF) ANSI 4010A1 ___ Professional ___ Institutional ___ Dental</p>		
<p><b>Indicate the other HIPAA transactions that you will implement:</b></p> <p>___ 270/271Eligibility ___ 276/277Claim Status ___ 835 Remittance ___ 278 Pre/Cert</p>		
<p><b><u>Below list at least one provider client that you are going to submit transactions for. <u>A</u> minimum of one client is required for enrollment:</u></b></p>		
<b>Billing Provider ID</b>	<b>Provider Name</b>	<b>City/State</b>

## rEDI-link Blue Response Report Request Form

The **only** real assurance that you have that your electronic claim file has been received and processed by THIN or the designated Payer is to monitor your EDI response reports. THIN provides a variety of response report formats. These report options are described in Section 5A of the THIN Implementation Guide available on the THINEDI.com Website as noted below. Please contact your vendor prior to making your selection to confirm your software will recognize and process the response file format you have selected. Please select the Response File option(s) below you would like to receive. If **no option** is selected, you will be set up to receive the Provider Claim Confirmation (PCC) and the Sender/Payer Response (DPR).

**\*\*\*\*\*Please check at least One response format \*\*\*\*\***

- Realtime Response File (File Format)** - Provides a same day claim confirmation in a fixed length format that is easy to manipulate into your individual system requirement/or preferences. This includes THIN initial and Sender/Payer Responses.
- Realtime Response File (Report Format)** – Provides a same day transmission confirmation in an easy to read printable format. This includes THIN initial and Sender/Payer Responses. This report only lists claims with reject or warning messages. It does not provide a detailed listing of all claims within the transmission.
- Submitter File Confirmation (SFC)** – Provides a daily summary of the prior day’s electronic claim activities at the file level. Rejected files are sorted and listed first to help identify the files that must be corrected and retransmitted.
- Provider Claim Confirmation (PCC)** – Provides a daily summary of the prior day’s electronic claim activities at the claim level. Reports are sorted by provider number for easy distribution and include detailed claim information on accepted and rejected claims.
- Sender/Payer Response (DPR)** – Provides a daily summary of the prior day’s electronic Sender/Payer claim confirmations. Reports are sorted by payer and provider number for easy distribution.
- Submitter Payer Summary (SPS)** – Provides a monthly summary of “all” electronic claim activities from the previous month. This includes Inbound and Outbound claim activity.
- Daily Response File (File Format)** - Provides a daily summary of the prior day’s electronic claim activities at the claim level in a fixed length format that is easy to manipulate for your individual preferences

**Submitter Name:** \_\_\_\_\_

(Print Name)

**Authorized Agent:** \_\_\_\_\_

(Print Name)

**For detailed information concerning the various reports offered by THIN, please visit our website or enter the below links into your web browser –**

For Professional claims go to: [www.thinedi.com/guide/pdf/sect5a.pdf](http://www.thinedi.com/guide/pdf/sect5a.pdf)

For Institutional claims go to: [www.thinedi.com/guide/ubf/section5a.pdf](http://www.thinedi.com/guide/ubf/section5a.pdf)



**SUBMITTER**  
**Trading Partner Agreement**

This agreement (“Agreement”) is between THIN, Inc. (“Clearinghouse”), a subsidiary of Health Care Service Corporation, and the “Submitter,” named below. Clearinghouse and Submitter enter into this Agreement, effective on the date last signed, below, and will remain in effect until terminated. Submitter is a health care provider or an entity that conducts transactions on behalf of the provider, such as a billing service or clearinghouse. Health care providers include all those entities covered by the definition of “health care provider” at 45 C.F.R. § 160.103.

This Agreement sets forth the conditions under which Submitter and Clearinghouse will conduct electronic transactions. Addendum A sets forth the Business Associate provisions required by the HIPAA Privacy Rules and Addendum B sets forth the fees, if any, that Submitter may incur for Government (*e.g.* Medicare and Medicaid) claims. Submitter intends the electronic transactions it conducts under this Agreement to be legally valid and enforceable and to have the same force and effect under the law as paper transactions.

**I. Representations and Warranties**

1. Submitter represents and warrants that Submitter:
  - a. Is a covered Health Care Provider, as that term is defined in 45 C.F.R. § 160.103, and that it will submit only transactions relating to its own covered functions; or
  - b. Has written authorization to submit transactions (including claims) on behalf of one or more Health Care Providers, as that term is defined in 45 C.F.R. § 160.103, and that Submitter has a valid HIPAA Business Associate contract with each Health Care Provider for which it will submit transactions. Submitter agrees to maintain these written authorizations and business associate contracts during the term of this Agreement and will furnish true copies to the Clearinghouse upon request; or
  - c. Contracts with (and is therefore a subcontractor of) a person or entity described in paragraph b and Submitter has authorization to submit transactions (including claims) on behalf of that person for one or more Health Care Providers, as that term is defined in 45 C.F.R. § 160.103.
2. Submitter represents and warrants that it will not use the program names “Blue Shield,” “Blue Cross,” or “The Health Information Network or Texas Health Information Network (THIN),” nor any combination of those names, in any form of advertising or literature referring to or in conjunction with the subject matter of this Agreement, unless agreed to

in writing by THIN. Submitter may use these program names to the extent required by legal, accounting, or regulatory obligations that are beyond Submitter's reasonable control. Execution of this Agreement does not constitute endorsement of Submitter by any of the above named programs.

3. Clearinghouse represents and warrants that it will perform its obligations under this Agreement in a reasonable manner. Clearinghouse's sole responsibility to remedy a breach of this representation and warranty is to use its reasonable efforts to correct a documented and reproducible flaw in services Clearinghouse provides under this Agreement in a reasonable time.

## **II. Submitter Obligations**

1. Submitter shall pay Clearinghouse the fees set forth in Addendum B under the terms established in Addendum B, if applicable.
2. Submitter shall conduct with Clearinghouse electronic transmissions (a) in a format acceptable to Clearinghouse; (b) in accordance with Clearinghouse's electronic data procedures; (c) containing all information Clearinghouse requires; and (d) utilizing the procedure and diagnosis codes required by law, or if none are required by law, in use by Clearinghouse.
3. Submitter shall furnish all data necessary for Clearinghouse to conduct transactions as required by this Agreement and the HIPAA Transactions Rule (45 Code of Federal Regulations Parts 160, 162).
4. Submitter shall permit the Clearinghouse, the Secretary of Health & Human Services, or his/her designees, to have access to information Submitter maintains related to the transactions Submitter conducts pursuant to this Agreement.
5. Submitter shall make reasonable attempts to determine the cause of any and all claim discrepancies of which Clearinghouse notifies Submitter. Clearinghouse may notify Submitter of claim discrepancies by electronic notice of claim rejection, or written, electronic, or oral communications. Submitter shall respond to Clearinghouse concerning such discrepancies within a reasonable time.
6. Submitter shall furnish and maintain at its own expense the equipment, software, services and testing necessary to effectively and reliably transmit electronic claims, receive electronic acceptance/rejection response reports, and use other available electronic data inquiry services, such as electronic eligibility, electronic remittance advice, and electronic claim status.

## **III. Clearinghouse Obligations**

1. Clearinghouse will accept from Submitter electronic transactions subject to the terms and requirements of this Agreement. Clearinghouse shall transmit such transactions to the appropriate Payer or the Payer's designee. Submitter acknowledges that Clearinghouse's obligation is to deliver the electronic transactions to the appropriate Payer or Payer's

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designee and that it is Payer's responsibility to process the transactions, including determining whether payment is due for claims.

2. Clearinghouse shall respond to Submitter's inquiries that directly relate to the transmission of electronic transactions under this Agreement. Clearinghouse will not be obligated to respond to any other inquiries. Specifically, Clearinghouse will not respond to inquiries concerning Submitter's hardware or software or to inquiries concerning the resolution of claims submitted to Payers.
3. Clearinghouse shall deliver to Payer (or Payer's designee) without substantive change to data content electronic transactions provided by Submitter for Payer. Clearinghouse shall deliver to Submitter without substantive change to data content electronic transactions provided by Payer (or Payer's designee) for Submitter. Clearinghouse is not responsible for any changes in a patient's eligibility or claims status that may adversely affect Submitter or the provider(s) for which Submitter conducts transactions.
4. Clearinghouse may refuse for any reason to conduct electronic transactions with Submitter relating to any or all providers.

#### **IV. Miscellaneous Provisions**

1. Mediation and Arbitration. Should any conflict between the parties arise concerning this Agreement, the work to be done under this Agreement, the data to be furnished under this Agreement, or any other matter pertaining to this Agreement or performance hereunder ("Conflict"), the parties agree to first attempt to resolve the Conflict at upper levels of management. If after 60 days, the parties cannot resolve the Conflict, they shall mediate their differences in accordance with the Commercial Mediation Procedures established by the American Arbitration Association. If the mediator declares that there is an impasse, the parties agree to arbitrate their differences in accordance with the Commercial Arbitration Rules established by the American Arbitration Association.
2. Force Majeure. Clearinghouse or Submitter will not be liable in any way for delays, failure in performance, loss or damage due to any of the following conditions beyond the party's control: computer "virus" infections, computer system downtime, fire, strike, embargo, explosion, power blackout, earthquake, volcanic action, flood, war, water, the elements, labor dispute, civil disturbance, governmental requirement, civil or military authority, acts of God, public enemy, inability to secure fuel, inability to secure products, inability to secure transportation, or other causes beyond the party's reasonable control, whether or not similar to the foregoing. Clearinghouse will not be liable in any way for delays, failure in performance, loss or damage due to acts or omissions of Submitter, Providers, Payers, or other third parties.
4. Independent Contractor. In the performance of the work, duties, and obligations of and devolving upon the parties pursuant to this Agreement, each of the parties will be at all times acting and performing as an independent contractor, and nothing in this Agreement may be construed or deemed to create a relationship of employer and employee, or of partners or joint venturers.

5. Waiver. No delay or omission by either party to exercise any right or power may impair such right or power, or be construed as a waiver. A waiver by either party of any of the covenants to be performed by or of any breach by the other party may not be construed to be a waiver of any succeeding breach or of any other covenant.
6. Notices. Any notice or other communication made or contemplated by this Agreement must be in writing, and will be deemed given when delivered by hand, facsimile, or when mailed by United States Registered or Certified Mail, return receipt requested, postage prepaid, and addressed as indicated on the signature page.
7. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the successors and assigns of the parties hereof.
8. Consequential Damages. Submitter agrees that Clearinghouse is not liable for any special, incidental, indirect, exemplary, or consequential damages from any claim or cause of action related to performance of this Agreement, even if Submitter advises Clearinghouse in advance of the possibility of such damages.
9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous proposals, communications, negotiations, representations, understandings, commitments, and agreements whether oral or written, except to the extent incorporated herein. This Agreement may only be amended by a writing, duly executed by each party.
10. Choice of Law. This Agreement and the rights and obligations of the parties hereunder must be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.
11. Termination. Either party may terminate this Agreement upon 30 days written notice, with or without cause. Either party may terminate this Agreement without notice if the other party violates or breaches a material term of the Agreement.
12. Costs. All expenses and costs incurred by a party in connection with the performance of its duties under this Agreement and that are the responsibility of such party, must be borne by such party, except as otherwise specifically provided in this Agreement or as agreed to in writing by the parties in advance of incurring such expense.
13. Indemnification. Each party (the “Indemnifying Party”) agrees to defend, indemnify, and hold harmless the other party (the “Indemnified Party”) against any and all loss, liability, damage, penalty and expense, including attorneys’ fees or other cost or obligations, that results from, or arises out of, any administrative proceeding, liability, damage, claim, lawsuit, demand, settlement, or judgment brought against or incurred by Indemnified Party resulting from or arising out of the breach of any representation or warranty in this Agreement.

In Witness Whereof, each party acknowledges that it has read, understands, and accepts the terms and conditions as stated herein on the dates below noted.

**SUBMITTER:**

_____ SUBMITTER Name (Please Print)	
_____ Mailing Address	_____ Delivery Address (if different)
_____ Mailing Address	_____ Delivery Address (if different)
_____ City/State/Zip	_____ Delivery Address City/State/Zip
_____ Submitter's Phone Number	_____ Name of Privacy Officer (Please Print)
_____ Privacy Officer Phone Number	_____ Address of Privacy Officer, if Different
	_____ Address of Privacy Officer, if Different
_____ Name and Title of Person Signing for Submitter (Please Print)	_____ Privacy Officer City/State/Zip
_____ Submitter's Signature	_____ Date Signed

**CLEARINGHOUSE:**

_____ Signed	_____ Date
_____ Name and Title	800-123-4567

**Delivery Address:**

THIN, Inc.  
Attention: Tina Compton-Rozek,  
Director /2SS  
901 S. Central Expressway  
Richardson, TX 75080

**Mailing Address:**

THIN, Inc.  
Attention: Tina Compton-Rozek,  
Director /2SS  
P.O. Box 833905  
Richardson, TX 75083-6315

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## **TRADING PARTNER BUSINESS ASSOCIATE ADDENDUM A**

This Addendum (“Addendum”) to the THIN Submitter Trading Partner Agreement (the “Agreement”) is effective upon execution by both parties of the Agreement, and amends and is made part of the Agreement by and between the individual or entity executing the Agreement (“Trading Partner”) and THIN, Inc. (“THIN”) a subsidiary of Health Care Service Corporation and (collectively, the “Parties”).

As represented in Section I.1 of the Agreement, Trading Partner is either (a) a Health Care Provider, as that term is defined by the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164) (“HIPAA” or “Privacy Rule” or “Security Rule” or “Electronic Transactions Rule”), (b) the Business Associate of a Health Care Provider, or the subcontractor of a Health Care Provider’s Business Associate. Capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in HIPAA and its implementing regulations, which definitions are hereby incorporated by reference.

1. **Obligations and Activities of THIN.** When acting as Trading Partner’s Business Associate or, if Trading Partner is a Health Care Provider’s Business Associate, as Trading Partner’s subcontractor:

- (a) THIN agrees to use or disclose Protected Health Information only as permitted or required by this Addendum, Agreement or as Required by Law.
- (b) THIN agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Addendum. Effective April 21, 2005, THIN agrees to implement administrative, technical, and physical measures that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that THIN creates, receives, maintains, or transmits on Trading Partner’s behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C.
- (c) THIN agrees to report to Trading Partner any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware. THIN will make such report to Trading Partner’s Privacy Office within a reasonable time after THIN learns of such use or disclosure not provided for by this Addendum.
- (d) Effective April 21, 2005, THIN agrees to report to Trading Partner any successful (i) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information or (ii) interference with THIN’s system operations in THIN’s information systems of which THIN becomes aware. THIN will make such report to Trading Partner’s Privacy Office within a reasonable time after THIN learns of any successful security incidents. To avoid unnecessary burden on either party, THIN will only be required to report attempted, but unsuccessful, unauthorized access, use, disclosure, modification, or destruction of the Trading Partner’s electronic Protected Health Information or interference with system operations in THIN’s information systems that involve the Trading Partner’s electronic Protected Health Information of

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which THIN becomes aware upon the Trading Partner's request; *provided* that the Trading Partner's request shall be made no more often than is reasonable based upon the relevant facts, circumstances, and industry practices.

- (e) THIN agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by THIN on behalf of, Trading Partner agrees to the same restrictions, conditions, and security measures that apply through this Addendum to THIN with respect to such information.
- (f) THIN agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by THIN on behalf of, Trading Partner available to the Secretary, in a time and manner as reasonably requested or designated by the Secretary, for purposes of the Secretary determining Trading Partner's compliance with the Privacy Rule.
- (g) THIN agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Trading Partner to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- (h) THIN agrees to provide to Trading Partner or an Individual, in time and manner mutually acceptable to the Parties, information collected in accordance with Section 1(g) of this Addendum, to permit Trading Partner to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- (i) THIN agrees to provide access, at the request of Trading Partner, and in the time and manner mutually agreed by the Parties, to Protected Health Information, to Trading Partner or, as directed by Trading Partner, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (j) THIN agrees to make any amendment(s) to Protected Health Information that the Trading Partner directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Trading Partner or an Individual, and in the time and manner mutually agreed by the parties. When Trading Partner grants an Individual's request for amendment, Trading Partner shall provide the granted amendment to THIN's Privacy Office.
- (k) In those instances when THIN may conduct Standard Transactions on behalf of the Trading Partner, THIN will comply with the HIPAA requirements for Standard Transactions and Data Code Sets.

**2. Permitted Uses and Disclosures by THIN.** When acting as Trading Partner's Business Associate or, if Trading Partner is a Health Care Provider's Business Associate, as Trading Partner's subcontractor:

THIN may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Trading Partner as specified in Section 2(a) of this Addendum,

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provided that such use or disclosure would not violate the Privacy Rule if done by Trading Partner or the minimum necessary policies and procedures of the Trading Partner.

- (a) The following functions, activities or services by THIN shall be considered to be performed for, or on behalf of Trading Partner in THIN's capacity as a Clearinghouse. THIN may use or disclose Trading Partner's Protected Health Information to perform healthcare transaction clearinghouse functions, activities, and services for, or on behalf of, Trading Partner that are specified in the Agreement. THIN may conduct and edit electronic transactions on behalf of Trading Partner.
- (b) Except as otherwise limited in this Addendum, THIN may disclose Protected Health Information for the proper management and administration of THIN or to carry out the legal responsibilities of THIN, provided that disclosures are Required By Law, or THIN obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies THIN of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Except as otherwise limited in this Addendum, THIN may use Protected Health Information to provide Data Aggregation services to Trading Partner as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (d) THIN may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. Obligations of Trading Partner.**

- (a) Trading Partner shall notify THIN of any limitation(s) in its notice of privacy practices of Trading Partner in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect THIN's use or disclosure of Protected Health Information.
- (b) Trading Partner shall notify THIN of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect THIN's use or disclosure of Protected Health Information.
- (c) Trading Partner shall notify THIN's Privacy Office of any restriction to the use or disclosure of Protected Health Information that Trading Partner has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect THIN's use or disclosure of Protected Health Information.
- (d) Trading Partner shall provide THIN with the necessary information to fulfill THIN's obligations under this Addendum.

**4. Permissible Requests by Trading Partner.** Trading Partner shall not request THIN to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Trading Partner, unless otherwise noted in this Addendum.

## 5. Term and Termination.

- (a) Term. The Term of this Addendum shall be effective upon execution of the Agreement by both parties, and shall terminate when all of the Protected Health Information provided by Trading Partner to THIN, or created or received by THIN on behalf of Trading Partner, is destroyed or returned to Trading Partner, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. This Addendum shall terminate upon termination of the Agreement. The Agreement shall terminate immediately upon termination of this Addendum unless THIN no longer meets the criteria of a Business Associate under HIPAA.
- (b) Termination for Cause. Upon Trading Partner's knowledge of a material breach by THIN, Trading Partner shall either:
  - (i) Provide an opportunity for THIN to cure the breach or end the violation and terminate this Addendum and the Agreement if THIN does not cure the breach or end the violation within the time specified by Trading Partner;
  - (ii) Immediately terminate this Addendum and the Agreement if THIN has breached a material term of this Addendum and cure is not possible; or
  - (iii) If neither termination nor cures are feasible, Trading Partner shall report the violation to the Secretary.
- (c) Effect of Termination.
  - (i) Except as provided in paragraph (ii) below of this section, upon termination of this Addendum, for any reason, THIN shall return or destroy all Protected Health Information received from Trading Partner, or created or received by THIN on behalf of Trading Partner. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of THIN. THIN shall retain no copies of the Protected Health Information.
  - (ii) In the event that THIN determines that returning or destroying the Protected Health Information is infeasible, THIN shall provide to Trading Partner written notification of the conditions that make return or destruction infeasible. THIN shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as THIN maintains such Protected Health Information.
- (d) Cure of Non-material Breach. Trading Partner shall provide an opportunity for THIN to cure a non-material breach within the time specified by Trading Partner.

**6. Miscellaneous.**

- (a) Regulatory References. A reference in this Addendum to a section in the HIPAA Rules (45 C.F.R. Parts 160-64) means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for Trading Partner to comply with the requirements of the Privacy, Electronic Transactions, and Security Rules and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (c) Survival. The respective rights and obligations of THIN under Section 5(c) of this Addendum shall survive the termination of this Addendum.
- (d) Interpretation. Any ambiguity in this Addendum or between this Addendum and the Agreement shall be resolved to permit Trading Partner to comply with the Privacy Rule. Any conflict between terms of this Addendum and the Agreement shall be resolved so that the terms of this Addendum supercede the relevant terms of the Agreement.
- (e) Severability. The provisions of this Addendum shall be severable, and if any provision of this Addendum shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Addendum shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained.
- (f) Notices. The parties will send any notice (other than Privacy related issues) required by or concerning this Addendum to the respective mailing addresses set forth in the Agreement. The parties agree that any notices required under the Privacy Rules will be sent respectively to the attention of THIN's Privacy Officer at the address set forth below, and to the Trading Partner to its Privacy Officer address, as listed in the Agreement.

Address for Issues Other Than Privacy:  
THIN, Inc. Mailing Address  
Attention: Director/2SS  
P.O. Box 833905  
Richardson, TX 75080-6315

Address for Privacy Issues Only:  
Health Care Service Corporation  
Attn: Privacy Office  
P.O. Box 804836  
Chicago, IL 60680-4110

**Addendum B**  
**FEE SCHEDULE**  
**Submitter Trading Partner Agreement**  
**Texas and New Mexico Submitters**

**I have initialed, below, the option I select for submitting Government Claims through THIN. I understand that THIN will not process this application without my initials in one of the boxes, below.**

**Option 1:** As a Submitter, I agree to file all of my Blue Cross and Blue Shield **and** commercial claims electronically to THIN. In the event that I do not file all of my Blue Cross and Blue Shield **and** commercial claims electronically with THIN, option (2) will automatically apply. I understand I will incur a charge for government claims under option (2) if I have no Blue Cross and Blue Shield **and/or** commercial claims to file. I further understand that by filing all my Blue Cross and Blue Shield **and** commercial claims to THIN, I will not be charged to file government claims (Medicare Part A & B and Medicaid)

**Option 2:** As a Submitter, I will not be filing all of my Blue Cross and Blue Shield and/or commercial claims electronically, but would like to file my government claims through THIN. I understand and agree that I will be credited one government claim (no charge) for every Blue Cross and Blue Shield and/or commercial claim that is sent electronically and will only be charged for the difference between my government claims and my Blue Cross and Blue Shield and commercial claims. **My charge will be based on a sliding scale listed below and applicable sales taxes:**

\*Schedule of Fees :

If the net excess is:	1 - 100	monthly fee is: \$10.00	(\$10 x 12mths.= \$120 plus tax = \$129.90)
	101 - 250	monthly fee is: \$25.00	(\$25 x 12mths.= \$300 plus tax = \$324.75)
	251 - 500	monthly fee is: \$50.00	(\$50 x 12mths.= \$600 plus tax = \$649.50)
	501 - 1000	monthly fee is: \$75.00	(\$75 x 12mths = \$900 plus tax = \$974.25)
	1001 +	monthly fee is: \$.10 per claim	(plus tax)

\*Monthly fees will be billed 12 months in advance, unless other arrangements have been made.

**Option 3:** As a Submitter, I will not be filing my government claims through THIN. However, I will still be able to file all non-government claims electronically to THIN at no charge. I understand and agree that in the event I file government claims, option (2) will automatically apply.