



NOTE: Before your organization can participate in BCBSM/BCN's Secured Services Web site Administration Program, BCBSM/BCN requires you carefully read and agree to the following agreement. If you agree, click the "I Agree" button and you will be able to register. If you do not agree, click the "I Decline" button and you will be denied access to BCBSM/BCN's Web Portal.

Secured Services Web Site Administrator Agreement

This Secured Services Web site Administrator Agreement ("Agreement") is between Blue Cross Blue Shield of Michigan ("BCBSM/BCN"), with offices at 600 Lafayette East, Detroit, MI 48226, Blue Care Network of Michigan Inc., with offices at 27500 Civic Center Drive, Southfield, MI 48076 (collectively known as BCBSM/BCN/BCN), and the company that executes this Agreement as identified in this registration process ("Company").

Article 1

Roles and Responsibilities

1.1 Appointment and Registration of Principal Administrator. Company shall appoint a Principal Administrator with legal authority to bind and execute agreements on Company's behalf and register him or her with BCBSM/BCN's Secured Services Web site.

1.2 User and Delegated Administrator Access. The Principal Administrator may grant access to BCBSM/BCN's Secured Services Web site to any employee, third party billing service, administrator, service bureau or agent as selected by Company ("User"). In addition, the Principal Administrator may delegate his or her duties to a delegated administrator ("Delegated Administrator"). Users and Delegated Administrators shall be limited to those individuals who need access to BCBSM/BCN's Secured Services Web site for their job functions.

1.3 Compliance With Law. Company, Principal Administrator, User and Delegated Administrator shall each comply with all applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

1.4 Principal Administrator, Delegated Administrator and User Functions.

A. Principal Administrator:

1. Grants or terminates access to a Delegated Administrator and User.

2. Resets Delegated Administrator and User passwords and maintains Company's files.
3. Audits all Delegated Administrators and Users each year to ensure security of Company's information.
4. Has access to all of BCBSM/BCN's Secured Services Web site applications.

B. Delegated Administrator:

1. Grants or terminates access to Users.
2. Resets User passwords and maintains Company's files.
3. Audits all Users each year to ensure security of Company's information.
4. Has access to those BCBSM/BCN Secured Services Web site applications that the Company's Principal Administrator granted.

C. User:

1. Has access to those BCBSM/BCN Secured Services Website applications that the Company's Principal Administrator or Delegated Administrator granted.

1.5 Unauthorized Use or Disclosure. Company will report to BCBSM/BCN immediately any actual or suspected unauthorized use, duplication or disclosure of personal or medical information and will take all necessary steps to stop such unauthorized practices.

1.6 Termination of Access Rights.

A. Upon notification by Company, BCBSM/BCN shall immediately terminate any Principal Administrator's access to BCBSM/BCN's Secured Services Web site if such person (A) is no longer authorized to act on behalf of the Company; (B) has violated HIPAA privacy and security regulations; or (C) has engaged in any unauthorized activities with respect to BCBSM/BCN's Secured Services Web site.

B. The Company's Principal Administrator shall immediately terminate any Delegated Administrator's or User's access to BCBSM/BCN's Secured Services Web site if such person (A) is no longer authorized to act on behalf of the Company; (B) has violated HIPAA privacy and security regulations; or (C) has engaged in any unauthorized activities with respect to BCBSM/BCN's Secured Services Web site.

Article 2 General Provisions

2.1 Term. This Agreement is effective at the time that the Principal Administrator completes BCBSM/BCN's Secured Services Web site registration process on behalf of the Company and shall remain in effect until terminated as set forth below.

2.2 Termination of Agreement.

A. BCBSM/BCN, in its sole discretion, may immediately terminate this Agreement with or without cause at any time. BCBSM/BCN shall terminate access to the Company, Principal Administrator, any Delegated Administrator and any Users and BCBSM/BCN shall have no liability in connection with such termination.

B. The Company, in its sole discretion, may immediately terminate this Agreement with or without cause. The Company shall cause the access of the Principal Administrator, any Delegated Administrator and any Users to be immediately terminated.

2.3 Confidentiality. Company, Principal Administrator, Delegated Administrator and all Users shall hold all personal and medical information confidential, use the same care as a reasonable person in similar circumstances would use to protect his or her own personal and medical information and comply with all applicable laws and regulations. This provision shall survive termination of this Agreement. Company shall not authorize or permit any personal or medical information to be accessed, disclosed, used or duplicated, in whole or in part, by any person or entity other than those authorized by the Company. Company shall ensure that personal and medical information is not used for any profit-making, unauthorized or illegal use.

2.4 Proprietary Information. BCBSM/BCN has proprietary rights to various systems and databases, and data contained in those systems and databases, pertaining to its business matters. BCBSM/BCN's proprietary rights include ownership rights in all claims, member, provider, and customer data in all forms, including but not limited to raw data as well as statistical compilations, both electronic and hard copy, trade secrets, patents, copyrights, trademarks, algorithms, tables, documentation, processes, and techniques currently existing or subsequently upgraded or modified. Company may access BCBSM/BCN's proprietary information during the course of this Agreement only as permitted under this Agreement and may use and disclose such BCBSM/BCN proprietary information only as permitted by BCBSM/BCN consistent with all applicable laws and regulations. Company may neither keep nor use BCBSM/BCN's proprietary information after this Agreement terminates or expires, except as permitted by BCBSM/BCN in writing.

2.5 Governmental Agencies. The Parties acknowledge and agree that governmental or regulatory officials may, upon reasonable notice, examine the records and related items as required by law. The parties shall fully cooperate with such governmental audit. This provision shall survive termination of this Agreement.

2.6 Indemnification. Company is responsible for all acts or omissions of Company's Principal Administrator, Delegated Administrator(s) and Users. Company shall hold BCBSM/BCN, its subsidiaries and affiliates, and their officers, directors, employees, successors, and assigns (collectively, "BCBSM/BCN Indemnitees"), harmless from and against any claims, causes of action, liabilities, costs, expenses, damages, judgments, or other losses of any type (including attorneys fees) imposed upon or incurred by BCBSM/BCN Indemnitees arising out of or as a result of any act or omission of the Company, Principal Administrator, Delegated Administrator, User or any other person who gained access through the Company, Principal Administrator, Delegated Administrator or User. This indemnification shall survive termination of this Agreement.

2.7 Amendments and Assignment. This Agreement may be amended by BCBSM/BCN upon thirty (30) days prior notice to Company. This Agreement cannot be assigned to anyone. User IDs and passwords are confidential and cannot be shared with anyone.

2.8 Governing Law. This Agreement will be construed and governed by the laws of the State of Michigan. The invalidity or unenforceability of any of the terms or provisions of this Agreement shall not affect the validity or enforceability of any other term or provision.

2.9 Waiver. The waiver of any breach or violation of this Agreement shall not constitute a waiver of any subsequent breach or violation of the same or any other term or provision.

2.10 Independent Contractors; No Business Associate Relationship. Company is an independent entity. By virtue of this Agreement alone, Company is neither the business Associate of BCBSM/BCN, nor is BCBSM/BCN the Business Associate of Company. Company's decision to participate in the delegated administration program is for the purposes and benefit of Company's own business and activities. Nothing in this Agreement shall be construed or deemed to create a relationship of employer and employee or principal and agent or any other relationship fiduciary or otherwise, other than independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement is intended to be construed, or to be deemed to create, any rights or remedies in any third party.

2.11 Audit. BCBSM/BCN may maintain an audit trail of all uses and disclosures of BCBSM/BCN data. BCBSM/BCN may obtain and use e-mail and IP addresses for audit, investigation or other purposes.

2.12 Entire Agreement. This Agreement embodies the entire understanding of the parties in relation to the subject matter hereof, and no other agreement, understanding, or representation, verbal or otherwise, relative to the subject matter hereof exists between the parties at the time this Agreement is executed.

2.13 Authorized Signer. Company warrants and represents that the signatory for Company has full authority to execute this Agreement and to fully bind Company to the terms of this Agreement.

2.14 Consent to Conduct Business Electronically. The parties agree to enter into this Agreement and related transactions, and to receive communications relating to this Agreement and related transactions through electronic means, and to have records of this Agreement, related transactions and communications provided or made available in electronic form.

BCBSM/BCN reserves the right to provide records in paper format at any time. Company, agrees, however, that BCBSM/BCN is not required to provide Company records in paper format. If Company wants to retain a copy of any records provided electronically, Company should print a copy from the computer.

Be sure to print and retain a copy for your records before clicking on "I Agree."