



Effective: 05/01/2024

Secured Services Website Terms and Conditions of Use

The following Terms and Conditions of Use (“Terms”) govern you and your organization’s (“Third Party”) access to and use of the BCBSM/BCN Secured Services Website (“Website”). BCBSM/BCN may change the Terms at any time. Your use of the Website (after updates are made to the Terms) is your agreement accepting the changes. Please revisit this Terms and Conditions of Use page often for your review of updates. If you disagree with the Terms, you are instructed not to use this Website.

1. Appointment and Registration of Principal Administrator. Third Party shall appoint a Principal Administrator¹ by registering such individual.
2. User and Delegated Administrator Access. The Principal Administrator may grant access to BCBSM/BCN’s Secured Services Website to any employee, third party billing service, administrator, service bureau or agent as selected by Third Party (“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 Website for their job functions. Third Party shall be responsible for and ensure that Principal Administrator, Users, and Delegated Administrator comply with the Terms.
3. Principal Administrator, Delegated Administrator and User Functions.
 - a. Principal Administrator Functions:
 - i. Grants and terminates access or requests password resets for Delegated Administrators or Users.
 - ii. Reviews the access of Delegated Administrators and Users each year to ensure security of Third Party’s information.
 - iii. Shall immediately terminate any Delegated Administrator’s or User’s access to the Website if such person (A) is no longer authorized to act on behalf of Third Party; (B) has violated HIPAA privacy and security regulations; or (C) has engaged in any unauthorized activities with respect to the Website.
 - b. Delegated Administrator Functions:
 - i. Grants and terminates access, or request password resets for Users.
 - ii. Reviews the access of all Users each year to ensure security of Third Party’s information.
 - c. User Functions:
 - i. Shall not disclose username or password to anyone except upon request from authorized BCBSM personnel.
 - ii. Immediately change User’s password to prevent improper or illegal access to the Website if User thinks his or her password has been improperly used or disclosed.
 - iii. Immediately notify BCBSM/BCN’s Corporate Anti-Fraud Hotline: (800) 482-3787 or Fraud, Waste and Abuse Hotline (Medicare): (888) 650-8136 if User



believes anyone has attempted to use username or password or has improperly obtained any personal or medical data from the Website.

- iv. Shall hold all personal and medical information confidential, using 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, including the Health Insurance and Portability Act of 1996, as amended.

4. Submitting Enrollee Information.

- a. The following definitions shall apply for purposes of this Section 4:
 - i. “Electronic Membership Collection System (“eMCS”)” – An online BCN membership system, used to maintain Facets Enrollee eligibility records.
 - ii. “Electronic Membership Viewing and Processing (“eMVP”)” – An online BCBSM membership system, used to maintain MembersEdge (MOS) Enrollee eligibility records.
 - iii. “Enrollee” – Persons who are eligible for and enrolled through Third Party for health care coverage administered by BCBSM/BCN under a self-funded agreement with Third Party or provided through BCBSM/BCN under an underwritten agreement with Third Party.
 - iv. “Health Care Agreement” – Self-funded or underwritten agreement between Third Party and BCBSM/BCN describing health care coverage administered by BCBSM/BCN under a self-funded agreement with Third Party or provided through BCBSM/BCN under an underwritten agreement with Third Party.
- b. Third Party may provide updated Enrollee eligibility and membership information (“Enrollee Information”) using one of the following:
 - i. eMCS or eMVP using BCBSM/BCN’s secured web portal access with an approved User ID and password. Enrollee Information submitted via this method generally processes real-time or overnight.
 - ii. Electronic Data Distribution Interchange (EDI) file transfer using the ANSI X12 834 file layout format as specified in BCBSM/BCN’s 834 Companion Document or, when agreed to by BCBSM/BCN, a similar proprietary format. Enrollee information submitted via this method generally processes overnight.
 - iii. Hard copy paper using the BCBSM/BCN approved Enrollment Change of Status (ECOS) forms mailed or faxed according to the directions on the form. Enrollee Information submitted via this method can take five (5) or more business days to process.
- c. When submitting Enrollee Information, Third Party agrees that it shall:
 - i. Update subscriber and member eligibility records in a timely manner and comply with the enrollment and eligibility terms and requirements set forth in Third Party’s Health Care Agreement with BCBSM/BCN, applicable policies and the provisions.



- ii. At all times use the residential or mailing address of a subscriber.
 - iii. Unless expressly agreed to in writing by BCBSM/BCN, at no time shall a Third Party's, Agent's, Third Party Administrator's or other non-subscriber business address be used as the subscriber's address of record.
 - iv. Comply with BCBSM/BCN's retroactive adjustment rules as they may be modified by BCBSM/BCN over time as well as be responsible for claim payments that were made during any retroactive adjustment period and any amounts due and owing pursuant to Third Party's Health Care Agreement with BCBSM/BCN;
 - v. Test and cooperate with BCBSM/BCN when BCBSM/BCN updates or changes the membership requirements and/or file layout formats; and
5. Termination of Access Rights. BCBSM/BCN may immediately terminate Third Party's or any Principal Administrator's, Delegated Administrator's, and/or User's access to the Website without notice and in its sole discretion.
6. Ownership of the Website and Restrictions on Use of Materials. BCBSM/BCN owns, operates, or otherwise administers the Website. The contents of the Website, including but not limited to, the text, images, postings, uploads, downloads, layout, and code, are proprietary information, intellectual property, or copyrighted material belonging to BCBSM/BCN and its content providers. BCBSM/BCN and its content providers retain all right, title, and interest in the content that (1) BCBSM/BCN make available to Third Party, and (2) that is submitted, posted, or otherwise shared by Third Party or anyone else on the Website.

No material from the Website may be modified, copied, reproduced, republished, uploaded, posted, broadcasted, transmitted, framed, licensed, sold, or distributed in any way without the prior written consent of BCBSM/BCN, except as otherwise provided under the Terms. Third Party may not erase or alter any copyright or other proprietary notices on any copies Third Party makes.

7. Audit. BCBSM/BCN may obtain and use e-mail and IP addresses for audit, investigation or other purposes, including to verify Users are still active.
8. Submitting Information or Posting Communications.
- a. BCBSM/BCN is not responsible for any communications User chooses to post or information User chooses to submit. User assumes any and all consequences (including, but not limited to, possible loss of User's privacy) resulting from User's transmission of any unsecured information.
 - b. User represents and warrants to BCBSM/BCN that User is at least 18 years old and that User will not:
 - Erase or alter any copyright or other proprietary notices on any copies User makes;



- Reproduce, transmit, publish or distribute any part of the BCBSM Secured Services Website for commercial, public, or other purpose without our written consent;
 - Allow anyone to Co-brand this Website or any portion (which means a name, logo trademark or other means of attribution or identification of any party is displayed in such manner reasonably likely to give a Website User the impression that any other party has the right to display, publish, or distribute the Blues' Website or its accessible content);
 - Frame this Website or any portion (where the Website or portion will appear on the same screen with a portion of another Website);
 - Interfere with privacy or publicity rights of others;
 - Send a sexually-explicit image; use obscene, defamatory, threatening, harassing, abusive, or hateful language;
 - Violate the Children's On Line Privacy Protection Act (COPPA);
 - Use this Website as a substitute for professional medical advice;
 - Adversely affect resources or the availability of this Website to others; or
 - Send material or information containing software viruses, corrupted data, mass mailings or any form of spam.
9. Compliance with the Law. Users will comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to its activities and obligations under the terms.
10. Remedy; Limitation of Liability. BCBSM/BCN shall not be responsible in any manner for errors or failures in proprietary systems or programs other than those of BCBSM/BCN, nor shall it be responsible for errors or failures of Third Party's data, software or other systems. BCBSM/BCN's sole liability and responsibility to Third Party or any other party under the Terms shall be to reprocess information, without charge, supplied by Third Party or from duplicate information from a backup.

IN NO EVENT SHALL BCBSM/BCN, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO THIRD PARTY OR ANY THIRD PARTY FOR ORDINARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF, PURSUANT TO, OR IN CONNECTION WITH THE TERMS OR IN ANY WAY RELATED TO BCBSM'S OR BCN'S PERFORMANCE OF THE SERVICES PROVIDED HEREIN, INCLUDING ERRORS DUE SOLELY TO BCBSM/BCN CONTROLLED MACHINES, OPERATORS, PROGRAMS, OR OTHERWISE, EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH.

Third Party will defend, indemnify, and hold BCBSM/BCN harmless from any damages or costs, including without limitation court costs and attorney fees, resulting from its acts or omissions associated with its responsibilities under the Terms or inaccurate claim payments or other errors that result from erroneous data inputs by Third Party.

11. Governing Law. The Terms are intended by the parties to be construed pursuant to the laws of Michigan unless preempted by federal law.



¹For purposes of the Agent Secured Services Portal, the 'Agency Coordinator' role is equivalent to the 'Principal Administrator' role and all references to 'Principal Administrator' herein shall also refer to 'Agency Coordinator.'