



**AGREEMENT FOR CLAIM SUBMISSION
VIA ELECTRONIC MEDIA
BETWEEN A GHI PARTICIPATING PROVIDER AND GHI**

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It is recognized by **Group Health Incorporated ("GHI")**, with offices located at 441 Ninth Avenue, New York, New York 10001, and **the undersigned a GHI Participating Provider ("Provider")** with offices located at _____, that certain advantages will accrue to both parties through an arrangement whereby claims may be submitted by a Provider to GHI via electronic medium ("EMC Claims") in lieu of via written/printed forms. This agreement governs the submission to GHI, and GHI's acceptance of such claim information via the electronic media. Such electronic media may include tape, diskette, modem or other electronic media as agreed to by GHI.

Now therefore, in consideration of the promises, mutual covenants, and obligations contained herein, the parties hereto agree as follows:

1. **PURPOSE**

The Provider agrees and acknowledges (i) that this Agreement is entered into by GHI for claims submission purposes only and it shall not be construed in any way, nor shall it be introduced in any forum, as an admission by GHI of any fact liability, nor shall it be used as evidence or admission of insurance on any matter outside of the scope of this agreement of coverage afforded under any GHI insurance Plan ("Plan"); and (ii) submissions of claims to GHI is without prejudice to GHI's position on the merits of this matter. Specifically, but without limitation, this Agreement does not change, alter or modify any terms or provisions of the Plan, or any other agreement between the parties including but not limited to provisions of the Plan (i) prohibiting assignment of any benefits thereunder and (ii) limiting the time in which an action may be commenced against GHI based on a denial of coverage of a claim, nor has GHI waived any of its rights under the Plan. Other than as may be explicitly and expressly contained herein, this Agreement shall not be cited or referred to by the Participating Provider in any proceeding between them as precedent, evidence or practice of the provision of any Plan or GHI policy. The terms of this Agreement shall be kept confidential by the Provider.

2. **SERVICES**

- a. The Provider may submit claims information directly to GHI or, if indicated below, hereby authorizes a billing agent (if none, so state)

name

address

to act as Provider's agent ("Billing Agent") for the sole purpose of submitting EMC claim information to GHI. GHI agrees to accept claims information from Provider (or Billing Agent) via electronic media in the format determined GHI.



- b. The Provider shall be responsible to ensure that all claims submitted to GHI conform to GHI's protocols and to all federal, state, and local rules and regulations.

3. **COSTS**

- a. All cost(s) associated with the submission of claims information to GHI shall be borne by the Provider (or the Billing Agent). GHI shall be responsible for the cost of returning to Provider or Billing Agent the medium if applicable on which EMC data was submitted if requested to do so.

4. **AUDIT**

- a. The Provider shall ensure that every EMC claim submission can be readily associated and identified with a source document including patient authorizations and signatures on forms acceptable to GHI (such forms to include date of service rendered and patient signature acknowledging same ["Patient Acknowledgement"]). All original source documents (include medical records, test results, dates of service, patients signatures, etc.) will be retained for a period of 72 months after the month in which the claim was submitted.
- b. GHI or its authorized representative shall have the right to audit and confirm all information and dates submitted to GHI and shall have access to all original source documents and patient acknowledgements related to any claim submitted hereunder.
- c. It is the Provider's obligation to correct any and all discrepancies appearing on the submitted EMC claim file.

5. **CONFIDENTIAL INFORMATION**

- a. Both parties agree that the claims information submitted to GHI is confidential and shall not be disclosed to a third party (other than the provider's billing agent) without the prior written authorization of the patient and GHI. The Provider further agrees that neither it nor any of its employees, or agents will transfer, lease, sub-license, publish, use disclose or divulge the contents of any claim to third parties without the express written consent of the patient and GHI.



6. **TERMINATION**

- a. In the event the Participation Agreement between the Provider and GHI is terminated, this agreement shall automatically terminate on the date of such termination.
- b. Either party may terminate this agreement upon a thirty (30) day prior written notice to the other. A termination of this agreement shall not constitute a termination of the GHI Participation Agreement.

7. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter herein and supersedes and replaces all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties hereto, pertaining to such subject matter. No amendment, supplement, modification or waiver of this Agreement shall be binding unless it is set forth in a written document signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in a written document signed by the parties hereto.

8. **GOVERNING LAW**

This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. All litigations arising out of or relating to this Agreement or any of the transactions contemplated hereby shall be brought exclusively in the Federal or State courts located within the State of New York and the parties consent to personal jurisdiction therein.

9. **HEADINGS**

The headings and captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement. Unless the context otherwise specifically requires, words importing the singular include the plural and vice versa. The terms "hereunder," "hereto," "herein" and similar terms relates to this entire Agreement and not to any particular paragraph or provision of this Agreement.



10. **AMBIGUITY OR OMISSIONS**

This Agreement has been entered into after negotiation and review of its terms and conditions by parties under no compulsion to execute and deliver a disadvantageous agreement. No ambiguity or omission in this Agreement shall be construed or resolved against any party on the ground that this Agreement or any of its provisions was drafted or proposed by that party.

11. **SECURITY CLAUSE**

Provider acknowledges that access to the GHI system allowed under this Agreement is allowed for the sole purpose of claims submission. Provider warrants and represents to GHI that Provider will not interfere or tamper with the GHI system, or otherwise take any action what would impair or threaten the security or integrity of the system, or the confidentiality or integrity of the information contained in the system. Provider further warrants and represents that Provider will not copy or reproduce, or remove, destroy, delete, modify or otherwise cause any change to any part of the system, or the information contained in the system. Provider shall exercise the same degree of care and diligence as if Provider were the owner or operator of the GHI system to guard against unauthorized access to, or breach of, the GHI system by Provider's employee or other persons acting or purporting to act on Provider's behalf.



Please indicate your acceptance of the foregoing terms by signing below and completing this Agreement and returning it to:

Group Health Incorporated
441 9th Avenue, 2nd Floor
New York, New York 10001

Attention: EMC Department
or by Fax: 212-563-8526 or 212-563-8665

WHEREFORE, the parties have executed this Agreement ___ day of _____, 200__.

Signature of Participating Provider

Date

Print name of Participating Provider

Print Title

Street Address of Participating Provider

City/State/Zip Code

GHI Biller Number

GHI Provider Number