

# HCSC Electronic Funds Transfer Agreement

## BLUE CROSS BLUE SHIELD EFT INFORMATION

New EFT Enrollment **OR**  Revised Enrollment

**Indicate Below the State You Are Enrolling From and Choose a Payment Option:**

State	Payment Option	State	Payment Option
Illinois	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly	New Mexico	<input type="checkbox"/> Daily <input type="checkbox"/> Bi-Weekly
Oklahoma	<input type="checkbox"/> Weekly	Texas	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly

**The Trading Partner's Information:**

Provider Name: \_\_\_\_\_

National Provider Identifier (NPI): \_\_\_\_\_

Blue Cross Blue Shield Provider No.: \_\_\_\_\_  
(If Applicable)

Tax ID: \_\_\_\_\_

**The Trading Partner's Bank Information:**

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
(Area Code and Number)

Bank Routing/ABA Number: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Type of Account:    Demand (Checking) Deposit       Savings Account

Lockbox No.: \_\_\_\_\_  
(If Applicable)

Branch Name: \_\_\_\_\_

Completed By: \_\_\_\_\_

Dated Completed: \_\_\_\_\_

The parties agree to the terms of this EFT Agreement and the Terms and Conditions accompanying this EFT Agreement.

Agreed to:

**THE TRADING PARTNER**

\_\_\_\_\_

\_\_\_\_\_  
("THE TRADING PARTNER")

Agreed to:

**HEALTH CARE SERVICE CORPORATION ("HCSC")  
A MUTUAL LEGAL RESERVE COMPANY  
300 East Randolph Street  
Chicago, Illinois 60601**

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(Type or Print)

Name: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Date: \_\_\_\_\_  
(Month, Day, Year)

Date: \_\_\_\_\_  
(Month, Day, Year)

Contact Person: \_\_\_\_\_  
(Type or Print)

Title: \_\_\_\_\_  
(Type or Print)

Telephone Number: \_\_\_\_\_  
(Area Code and Number)

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Revised Information

Date: \_\_\_\_\_  
(Month, Day, Year)

**PLEASE NOTE:**

- **THIS EFT AGREEMENT MUST BE FULLY COMPLETED AND THE ORIGINAL SIGNED AGREEMENT RETURNED VIA US MAIL.**
- **AN ORIGINAL VOIDED CHECK FROM THE TRADING PARTNER'S ACCOUNT OR LETTER FROM THE BANK ON BANK LETTERHEAD SPECIFYING THE TRADING PARTNER'S NAME, THE ACCOUNT AND BANK ROUTING/ABA NUMBER MUST BE RETURNED WITH THE SIGNED EFT AGREEMENT.**

HCSC Electronic Funds Transfer Agreement

Terms and Conditions

**AGREEMENT AND AUTHORIZATION**

1.1 **Credits.** HCSC agrees and the Trading Partner authorizes HCSC to satisfy its Payment Obligations by initiating fund transfers that result in payment to the Trading Partner by credit to the Trading Partner's account.

1.2 **Debits.** Neither Party shall initiate a transaction in connection with a Payment Obligation for the purpose of debiting a bank account of the other Party, with the sole exception of transactions initiated by HCSC to reverse entries of previous fund transfers due to erroneous credits or debits. For purposes of this EFT Agreement, HCSC will not reverse entries in connection with any payments relating to HCSC's recoupment activity relating to Trading Partner's decisions concerning enrollment, eligibility, coverage, certification of services, including but not limited to medical necessity.

1.3 **Acknowledgement Regarding The Trading Partner Information.** The Parties expressly acknowledge and agree that with respect to fund transfers pursuant to this EFT Agreement, HCSC and HCSC's bank are entitled to reasonably rely on the information provided by the Trading Partner regarding the Trading Partner's Bank and the Trading Partner's Third Party Service Provider and further that it is Trading Partner's responsibility to provide HCSC with accurate, complete and timely information including any changes to such information regarding its bank and Third Party Service Provider.

**TIMING OF PAYMENTS**

2.1 **Timeliness.** A payment from HCSC to the Trading Partner shall be considered timely with respect to any payment due date if the corresponding fund transfer is completed no later than three (3) days after such payment due date. If the fund transfer cannot be completed on such date because it falls on a weekend or a holiday, HCSC's payment is timely if the fund transfer is completed on the next day completion can occur.

2.2 **Effect of Delay.** HCSC shall not be in breach of this EFT Agreement or suffer any loss of discount or other penalty, with respect to a fund transfer that was initiated properly and timely by HCSC to the extent its completion is delayed because of failure or delay by the fund transfer system that could not be anticipated by HCSC, or rejection by the Trading Partner's Bank or due to any other conditions beyond HCSC's control.

**CONFIDENTIALITY**

3.1 **Confidential Information** Information that is considered confidential by either Party includes all electronic communications exchanged between the parties during the term of the EFT Agreement including without limitation, the contents of all Transactions Sets, information contained in the business data base of either Party, or proprietary information, guidelines and security procedures of either Party, if any. Such information shall be held in confidence by the recipient and shall be disclosed only to those of its employees or authorized representatives who require access in the performance of his or her duties to the recipient. The recipient will exercise reasonable care in the safeguarding of such Confidential Information.

3.2 **Exceptions.** Neither Party shall be liable for the disclosure or use of any information that (a) is, or becomes, publicly known, other than by breach of this EFT Agreement; (b) is obtained by the recipient from another person without restrictions; (c) is previously known by the recipient without restrictions; (d) is, at any time, developed by the recipient independently of any disclosures hereunder; (e) is disclosed pursuant to the consent of the Party that considers such information confidential; or (f) is required to be disclosed by law, provided that prior to disclosing such information the recipient shall notify the other Party of the demand to disclose or provide the information and the recipient agrees to reasonably cooperate if the other Party deems it necessary to seek a protective arrangement.

3.3 The Parties expressly acknowledge and agree that all electronic communications exchanged between them during the term of this EFT Agreement shall remain confidential and shall be solely used for the specific purpose for which it was intended by the sender, and specifically including, without limitation, the contents of all Transaction Sets, information contained in the business data base of either Party, or proprietary information guidelines and security procedures of either Party, if any.

## LIABILITY

9.1 Limitation of Liability/Indemnification. HCSC specifically disclaims any and all liability that may arise under this EFT Agreement. Trading Partner agrees to indemnify and hold HCSC harmless for all costs and expenses including, without limitation, reasonable attorneys fees and costs incurred by HCSC and HCSC's bank in defending such claims and causes of action related to the actions of Trading Partner or Trading Partner's Bank or Third Party Service Provider or arising from HCSC and/or HCSC's Bank's reasonable reliance on information provided by Trading Partner pursuant to this EFT Agreement.

9.3 Consequential Damages. Neither Party shall be liable to the other under this EFT Agreement for any indirect, special, incidental, punitive or consequential damages, even if such Party had been advised of the possibility of such damages.

9.4 Costs. Each Party shall bear the respective fees and other charges assessed by its designated banks and Third Party Service Providers.

## CHANGES, SUSPENSION AND TERMINATION

10.1 Change of Designations. Either Party may change its designation of an account, bank, or Third Party Service Provider by written notice to the other Party. Any such change shall be effective no less than fifteen (15) days after the other Party receives notice of such change from the Party entitled to make the original designation.

10.2 Suspension of Operations. Either Party may suspend operations under this EFT Agreement upon reasonable and timely notice to the other Party, in the event that the notifying Party has a good faith belief that there exists or may exist a breach of Section 3.1. (CONFIDENTIALITY).

10.3 Termination of Agreement. Either Party may terminate this EFT Agreement upon thirty (30) days written notice to the other. Notwithstanding such termination, this EFT Agreement shall remain in effect as to all funds transfers and Transaction Sets that have been initiated by HCSC and not canceled prior to termination of this EFT Agreement.

## ARTICLE XI

### MISCELLANEOUS

11.1 Notice. Any notice required herein shall be given in writing by certified mail return receipt requested or by overnight mail service to the party's address set forth in this EFT Agreement.

11.2 Waiver. No provision of this EFT Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse of any different or subsequent breach.

11.4. Merger, Consolidation, etc. Any of the rights and obligations of HCSC under this Agreement may be assumed by any subsidiary or affiliate company of HCSC (including any successor corporation, whether by merger, consolidation, or reorganization), without prior written consent by [vendor]. Any reference in this Agreement to HCSC shall include its directors, officers and employees, as well as the directors, officers and employees of any of its subsidiaries or affiliate companies (including any successor corporations, whether by merger, consolidation or reorganization) and HCSC or its successor corporation shall be responsible and liable for all rights and obligations in connection with this Agreement.

11.5 Entire Agreement. The terms and condition contained within this EFT Agreement constitute the entire agreement of the Parties relating to electronic transfers of funds and supersede all prior communications and agreements with respect to such matters.

11.7 Governing Law. This EFT Agreement shall be governed by the applicable laws of the State of Illinois.