

**CHIROPRACTIC NETWORK OF THE CAROLINAS
PROVIDER AGREEMENT FOR USE OF CHIROTRACK SYSTEM**

This agreement (the "Agreement"), effective as of _____, 200_ (the "Effective Date"), is made between _____, ("Provider") and Chiropractic Network of the Carolinas, Inc ("CNC"). (Each provider within a practice wishing to transmit electronic data to CNC via ChiroTrack must execute this Agreement.)

Recitals

WHEREAS, this Agreement provides the terms and conditions governing electronic transfers of data communications between CNC and Provider (each a "Party" and collectively the "Parties"), whether by direct digital, electronic transmission over communication lines, or any other electronic means in relation to health care transactions; and

WHEREAS, CNC has an Agreement with Provider under which CNC functions as a Business Associate to submit claims on behalf of Provider to contracted payors and managed care plans and engages in the electronic transfer of data between payors, providers, vendors, group health plans and plan sponsors; and

WHEREAS, CNC has developed the proprietary "ChiroTrack" software application, together with any revisions, updates or new releases CNC may provide in the future (the "Software") to enable the exchange of electronic health insurance claims and related transactions among CNC, Provider, payors and managed care organizations (the "Services"); and

WHEREAS, the Parties desire for CNC to make the ChiroTrack Software and Services available to Provider under the terms and conditions set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, CNC and Provider hereby stipulate, covenant and agree as follows:

1. License Grant. CNC hereby grants to Provider a limited, revocable, nonexclusive license to use the Software and related user documentation (including, but not limited to, the ChiroTrack Manual) solely for purposes authorized in this Agreement. **The Parties acknowledge and agree that the Software and related user documentation are proprietary products of CNC and are protected under the United States copyright laws. Provider agrees not to copy/duplicate, reverse engineer, reverse assemble, reverse compile or otherwise translate the Software. All rights title and interest in and to the Software, including associated intellectual property rights, are and shall remain the property of CNC. This Agreement does not convey to Provider an interest in or to the Software, other than a limited and revocable right of use exclusively for the purposes of this Agreement.**

2. License Fee. The Software and documentation and the Services are provided to Provider subject to the requirements set forth in the Practitioner's Participation Agreement

between CNC and Provider.

3. **ChiroTrack Manual.** Provider agrees that it shall comply with all requirements set forth in the ChiroTrack Manual (as defined in the attached Glossary), which is hereby incorporated into this Agreement as if fully set forth herein. Provider agrees that CNC may amend the ChiroTrack Manual at its sole discretion by updating it on the Internet website, provided that CNC must post the change on the website no fewer than twenty (20) days prior to the effective date of the change. The Parties agree that in the event of a conflict between the ChiroTrack Manual and the terms of this Agreement, the conflicting terms shall be construed to be consistent to the extent reasonably possible; provided, however, that if it is not reasonably possible to construe such conflicting terms consistently, the terms of this Agreement shall prevail.

4. **Limited Purpose.** Provider acknowledges that access to and use of information, including but not limited to Protected Health Information or PHI (as defined in the attached Glossary), allowed under this Agreement is limited to the purpose of treatment, payment and healthcare operations as such terms are defined by HIPAA.

5. **Data Transmission Accuracy and Security.** Provider shall be solely responsible to ensure that data transmissions are timely, complete, accurate, and secure. Provider will employ accuracy and security measures reasonably necessary to protect and successfully transmit data to CNC in compliance with the Transaction Rules and any U.S. Department of Health and Human Services (“DHHS”) implementing regulations or guidelines and as set forth in Section 3 of this Agreement and with the requirements set forth in the ChiroTrack Manual. Provider assumes all risks and liabilities for its data transmissions, including but not limited to, those associated with a rejection of a data transmission due to a failure to comply with this section. Repeated violations with regard to security and accuracy requirements may result in the termination of this Agreement pursuant to Section 7. Provider will retransmit lost or indecipherable transmissions pursuant to instructions provided in the ChiroTrack Manual.

6. **Testing.** Provider agrees to cooperate with CNC in Testing (as defined in the attached Glossary), which includes without limitation the validation of the security and connectivity and formatting the data transmissions prior to acceptance into CNC HIPAA production status, as outlined in the ChiroTrack Manual. Provider hereby authorizes CNC and/or persons authorized by CNC, to access any system or computer of Provider as necessary to assist Provider and CNC in Testing.

7. **National Standard Identifiers (“NSIs”).** CNC and Provider will use National Standard Identifiers or NSIs (as defined in the attached Glossary) in all data and data transmissions conducted between the Parties at the earlier of (i) the date that CNC will be in compliance with any NSI adopted by DHHS through regulations implementing HIPAA, or (ii) the date mandated in the text of any regulations implementing HIPAA.

8. **Username(s) and Password(s).** CNC will issue username(s) and password(s) to Provider. CNC reserves the right to change username(s) and password(s) at any time and in such manner as CNC, in its sole discretion, deems necessary. The username(s) and password(s) shall, when affixed to data transmissions, be legally sufficient to verify the identity of the transmitter

and to authenticate the data transmission, thereby establishing the data transmission's validity. Data transmissions having a username and password affixed to them will be deemed to have been "written" or "signed" by the sender. Computer printouts of the information contained in such correspondence and documents that have been electronically or magnetically recorded and kept in the normal course of the sender's or receiver's business will be considered original business records admissible in any judicial, arbitration, mediation or administrative proceedings to the same extent and under the same conditions as other business records originated and maintained in documentary form. Provider shall be solely responsible to protect and maintain the confidentiality of username(s) and password(s) provided by CNC from unauthorized access. The Provider must notify CNC immediately whenever Provider has reason to believe that username(s) and password(s) issued by CNC have been compromised or disclosed to unauthorized persons, including but not limited to former Provider employees.

9. Operating System. Provider will, at its own expense, obtain and maintain its own Operating System (as defined in the attached Glossary) necessary for timely, complete, accurate and secure transmission of data pursuant to this Agreement. Furthermore, Provider shall pay its own costs for any and all charges related to data transmission under this Agreement, specifically including, without limitation, charges for Operating System equipment, software and services, maintaining an electronic mailbox, connection time, terminals, connections, telephones, modems, and any applicable minimum use charges.

10. Confidentiality and Security.

10.1 Data Security. Each Party will maintain reasonable security procedures to prevent unauthorized access to data, data transmissions, username(s) and password(s), backup files, Source Documents (as defined in the attached Glossary) and the other Party's system (either the Provider's Operating System or CNC's ChiroTrack System), which unauthorized access may have an impact on the other Party. Such security procedures shall include each Party's maintaining a record of authorized personnel with the date access is granted and terminated, which record shall be made available to the other Party upon request. Provider agrees: (a) not to copy, disclose, publish, distribute, de-identify, alter or use any data or data transmission for any purpose other than a purpose specifically authorized by CNC under this Agreement; and (b) not to obtain or attempt to obtain access by any means to data, data transmissions, or CNC's Operating System for any purpose other than a purpose specifically authorized by CNC under this Agreement. In the event that Provider receives data or data transmissions from CNC not intended for Provider, Provider will immediately notify CNC and, upon request, destroy the data.

10.2 Protected Health Information. Each Party will comply with all applicable privacy and security laws and regulations concerning the use and disclosure of PHI, including, but not limited to, (a) the requirements of HIPAA and its implementing privacy regulations at 45 C.F.R. Parts 160-164 and its implementing security regulations at 45 C.F.R. Part 142; and (b) state privacy and security laws and regulations, including without limitation those set forth in Article 39 of Chapter 58 of the North Carolina General Statutes entitled the "North Carolina Insurance Information and Privacy Protection Act." All of the Provisions of the Business Associate Agreement that are in effect between Provider as a covered entity and CNC as Provider's Business Associate shall remain in effect and shall apply to CNC's performance of its

obligations under this Agreement. This includes Provider's termination rights under that Business Associate Agreement.

10.3 Proprietary Information. Each Party will treat any Proprietary Information (as defined in the attached Glossary) obtained or learned from the other Party in connection with this Agreement as confidential and will not use the other Party's Proprietary Information for its own commercial benefit or for any other purpose not authorized by this Agreement. Each Party will safeguard the other Party's Proprietary Information against unauthorized disclosure and use.

10.4 Access. Each Party agrees that only its authorized employees will be granted access to data, data transmissions, username(s) and password(s), backup files, source documents or the other Party's system (either the Provider's Operating System or CNC's ChiroTrack System), and that this access and any information obtained through this access is not transferable to any outside person or entity, including but not limited to vendors, clearinghouses, and business associates, unless agreed to by the other Party through the EDI Stakeholder Registration Process (as defined in the attached Glossary).

10.5. Suspension of Network Connectivity. The Parties agree that if CNC should determine in good faith that Provider's continued access to the ChiroTrack System presents an unacceptably high risk to the CNC information systems infrastructure (including, but not limited to, all CNC data and information and the ChiroTrack System), CNC shall notify, and have the right to suspend immediately, the Provider. At such time as CNC determines that the risk has been acceptably mitigated, CNC shall make reasonable efforts to re-instate the connection in a timely manner. Provider agrees that in the event that connectivity is suspended, CNC will not be liable for any losses to Provider of any kind resulting from its losing access to network connectivity.

11. Alternative Claims Processing. CNC will endeavor to make the ChiroTrack System available for electronic claims processing. In the event, however, that the ChiroTrack System should become unavailable for any reason, CNC reserves the right to request that Providers transmit claims to CNC through other means and to provide instructions to Provider for the alternative transmission of data and/or claims to CNC.

12. Record Retention and Audit.

12.1 Records Retention. Each Party will maintain complete, accurate and unaltered copies of all Source Documents, including backup files, electronic tapes or other sufficient means to recreate the data, from all data transmissions it receives from the other for not less than six (6) years from the date that they are received. All retained records will continue to be subject to the provisions of this Agreement, including but not limited to the security measures as data and data transmissions, regardless of the non-renewal or termination of this Agreement for any reason.

12.2 Cooperation with Outside Audits. Each Party agrees to cooperate with DHHS, the North Carolina Department of Insurance ("NCDOI"), the National Committee for Quality Assurance ("NCQA"), the Joint Commission on Accreditation of Health Care Organizations

("JCAHO"), and any other applicable regulatory and accreditation agencies concerning their reviews or audits of the other Party. Each Party will notify the other immediately upon such Party's receipt of any request from a government authority for information or documents relating to this Agreement, except to the extent such notification is prohibited by law.

13. Representations and Warranties.

13.1 Government Programs. Each Party represents and warrants that:

(a) Neither the United States government, any state or local government, nor any prime contractor, subcontractor or other person has notified the Party, either orally or in writing, that the Party has breached or violated any law, certification, representation, clause, provision or requirement pertaining to or involving any government contract or government subcontract that has resulted or may result in either Party being charged with a criminal offense or subject to a civil monetary penalty or exclusion from a federal health care program (as defined in § 1128B(f) of the Social Security Act);

(b) No termination for convenience, termination for default, cure notice or show cause notice is currently in effect or threatened against the Party by the United States government or any state or local government;

(c) To the best of each Party's knowledge, neither Party nor any of its directors, officers, or entities with whom the Parties contract are or have been under criminal investigation or indictment by any government entity;

(d) The Party has not been debarred or suspended from participation in the award of contracts with any government entity (excluding for this purpose ineligibility to bid on certain contracts due to generally applicable bidding requirements);

(e) To the best of each Party's knowledge, there exists no fact or circumstance that would warrant the institution of suspension or debarment proceedings or the finding of nonresponsibility or ineligibility on the part of the Parties or any director or officer of the Parties; and

(f) No payment has been made by the Party or by any person on behalf of such Party in connection with any government contract or government subcontract in violation of or requiring disclosure pursuant to the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1, 78dd-2).

13.2 Notice of Violations. Each Party will notify the other Party in writing within ten (10) business days of obtaining knowledge of any criminal investigation, indictment, information or charge by any governmental entity (or communications indicating that the same may be contemplated) related to the other Party or any of the other Party's directors, officers, vendors, agent, or the entities with which the Parties contract, unless such notification is prohibited by law.

14. Term and Termination.

14.1 **Term.** The term of this Agreement shall be for a period of one year from the Effective Date, at which time it shall automatically renew for successive periods of one (1) year unless otherwise terminated in accordance with this Agreement.

14.2 **Voluntary Termination.** Either Party may at any time terminate this Agreement without requirement of cause by providing no fewer than thirty (30) days' prior written notice to the other Party.

14.3 **Termination for Governmental Action.** Either party shall have the right to terminate this Agreement immediately upon providing written notice to the other Party if, at any time during the term of this Agreement, the other Party, any of its related business entities or any of its officers, directors, managing employees or entities with which the Party contracts is:

(a) Charged with a criminal offense relating to one or more government contracts or government subcontracts or to a federal health care program (as defined in § 1128B(f) of the Social Security Act);

(b) Listed by a state or federal agency as debarred, proposed for debarment, or suspended; or

(c) Otherwise excluded from state or federal program participation, including exclusion from participation in a federal health care program (as defined in § 1128B(f) of the Social Security Act).

14.4 **Immediate Termination Based on Undue Risk.** In the event that CNC determines that Provider has breached the terms of this Agreement, including without limitation any violation of Section 3 hereof, and that an undue risk to CNC or any of its managed care contracting partners is created by such breach or by the continuing effectiveness of this Agreement, CNC may terminate this Agreement immediately upon written notice to Provider.

14.5 **Termination for Cause.** Either Party may terminate this Agreement for cause upon providing written notice of a material breach to the other Party and its failure to cure within ten (10) business days of such notice.

14.6 **Termination as a Participating Provider.** Termination or non-renewal of the Practitioner's Participation Agreement between CNC and Provider, or of any similar agreement between the Parties regardless its name, for any reason, whether with or without cause, shall result in the automatic and immediate termination of this Agreement.

15. Indemnification of CNC. CNC is not responsible for any violations by Provider of any federal, state, or local law, regulation or order, or term of this Agreement. Provider agrees to indemnify CNC with respect to any damages, expenses or attorney's fees incurred by CNC related to any such violations for which Provider is responsible. THIS INDEMNIFICATION DOES NOT CONCERN THE ACTUAL RENDERING OF MEDICAL SERVICES TO

PATIENTS AND DOES NOT OBVIATE ANY MEDICAL MALPRACTICE INSURANCE POLICIES COVERING PROVIDERS OF MEDICAL SERVICES.

16. Disclaimer, Limitation of Liability, and Exclusion of Consequential Damages. Provider acknowledges, agrees and understands that it is responsible for: (1) backing up its own data; (2) reviewing and reconciling all reports relating to the Services and that failure to review and reconcile such reports could result in non-payment of claims by a payor(s); and, (3) obtaining, completing, filing and confirming any contractual requirements of Authorized Payors and that failure to comply with these requirements will delay or prevent access to the Services.

CNC IS PROVIDING THE SOFTWARE AND SERVICES AS A CONVENIENCE TO PROVIDER. WITH THE EXCEPTION OF THE WARRANTIES EXPRESSLY STATED ELSEWHERE HEREIN, HOWEVER, NEITHER CNC, NOR ANY OF ITS SERVICE PROVIDERS, LICENSEES, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SERVICES ARE DISTRIBUTED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION UNDER APPLICABLE LAW. NEITHER CNC NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES COVERED BY THIS AGREEMENT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SERVICES PROVIDED UNDER THIS CONTRACT, INCLUDING DELIVERY OF THIRD PARTY CONTENT. PROVIDER SHALL ASSUME THE ENTIRE RISK OF USING THE SERVICES. CNC DOES NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS A PROVIDER MAY OBTAIN BY USING THE SERVICES OR SOFTWARE. CNC SHALL NOT BE LIABLE FOR THE CORRECTNESS OR QUALITY OF AUTHORIZED TRANSACTIONS EXCHANGED WITH AUTHORIZED PAYORS. CNC CANNOT WARRANT THAT AUTHORIZED TRANSACTIONS EXCHANGED WITH AUTHORIZED PAYORS WILL BE PROCESSED OR ADJUDICATED BY AUTHORIZED PAYORS. CNC MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE TIMEFRAMES INVOLVED FOR PROCESSING AUTHORIZED PROVIDER CLAIMS EXCHANGED VIA THE SERVICES.

17. Miscellaneous.

17.1 Notices. Any notice pertaining to the conditions in this Agreement will be in writing. Notice will be deemed given by either Party when personally delivered to the other Party's authorized representative listed below, or when sent by means of reputable overnight courier or by U.S. mail, postage prepaid. In the alternative, CNC may choose to give notice to Provider by posting such notice on its internet-based ChiroTrack System and by sending notice via e-mail to Provider. A notice sent by overnight courier or by U.S. mail will be deemed to be given on the date of receipt or refusal of receipt with respect to overnight courier, and three days

after the date of mailing with respect to U.S. mail. All notices will be addressed to the appropriate Party as follows:

To: Chiropractic Network of the Carolinas, Inc. (CNC)
PO BOX 2368
20464 - A Chartwell Center Drive
Cornelius, NC 28031

To: _____
(Individual Provider's Name)

(Name of Practice)

(Address)

(City, State, Zip Code)

Attn: _____

(Title)

(e-mail address)

17.2 **Amendments.** Other than as set forth in 2.2, this Agreement may not be changed or modified except by an instrument in writing signed by each Party's authorized representative.

17.3 **Construction.** This Agreement will be construed to comply with any final regulation or amendment to a final regulation adopted by DHHS concerning the subject matter of this Agreement upon the effective date of the final regulation or amendment.

17.4 **Choice of Law and Venue.** This Agreement and the Parties' rights and obligations hereunder are governed by and will be construed under the laws of the State of North Carolina. The venue for any cause of action shall be Mecklenburg County, North Carolina.

17.5 **Dispute Resolution.** The Parties will work together in good faith for a reasonable period to resolve any dispute or alleged breach of this Agreement prior to resorting to litigation. This provision does not apply to actions by either Party that are the subject of immediate termination under this Agreement or to disputes involving fraud or breach of the requirements of Section 3 of this Agreement, in which case a Party will be free to seek available remedies in any appropriate forum at any time.

17.6 **Assignment, Delegation, and Applicability to Affiliates.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. CNC retains the right to assign, delegate, or extend any of its rights or obligations hereunder, in

whole or in part, to any CNC subsidiaries, affiliates, or joint ventures; to any CNC successor entity, parent, subsidiaries, affiliates and/or any entity renamed, created or acquired as a result of a corporate reorganization, merger or acquisition, as designated by CNC; or to any successor in interest of its EDI functions with written notice to Provider. Otherwise, neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party.

17.7 Relationship of CNC and Provider. CNC and Provider shall be independent contractors for all purposes, including tax purposes, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as an employee, agent or principal of the other.

17.8 Force Majeure. Each Party will be excused from performance for any period of time during the term of this Agreement that it is prevented from performing any obligation or service hereunder, in whole or in part, as a result of causes beyond its reasonable control and without its fault or negligence. Such acts include, without limitation, acts of God, strikes, lockouts, riots, acts of war, acts of terrorism epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes, hurricanes, floods or other natural disasters. Delays in performance because of the occurrence of such events will automatically extend due dates for a period equal to the duration of such events. Notwithstanding the above, such automatic extension will have no effect on either Party's right to voluntary termination of this Agreement pursuant to Section 7.2 of the Agreement.

17.9. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy in this Agreement will not constitute a waiver. No provision of this Agreement may be waived by either Party except in a writing signed by an authorized representative of the Party making the waiver.

17.10. Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held or declared illegal, invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as though the illegal, invalid or unenforceable provision had not been contained in the Agreement.

17.11. Survival. The Parties agree that Sections 3.0, 4.0 and 5.0 shall survive termination of this Agreement regardless of the causes giving rise to such termination and will supersede any oral or written agreement now existing or hereafter entered into.

17.12 Entire Agreement. This Agreement, together with its amendments, constitutes the entire understanding between CNC and Provider for the access to the ChiroTrack System, and the services and functions addressed in this Agreement supersede and cancel all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties.

[SIGNATURES TO FOLLOW ON SUCCEEDING PAGE.]

18. Signatures. The Parties will be bound by all the terms, provisions and conditions of this Agreement upon execution of the Agreement by each Party's duly authorized representative.

Provider

Chiropractic Network of the Carolinas, Inc.

By: _____

By: _____

Name Printed: _____

Name: _____

Title: _____

Title: _____

Tax ID#: _____

Address: _____

City _____

State _____ Zip: _____

Date: _____

Date: _____

Contact Person: _____

Contact Person: _____

Title: _____

Title: _____

Telephone () _____

Telephone () _____

PLEASE NOTE: **EACH CNC Provider** must complete and return this Agreement to CNC in order to begin the electronic transfer of data with CNC via the ChiroTrack System.

ATTACHMENT I GLOSSARY

The following are general definitions that apply to this Agreement and will be construed consistent with applicable law. Terms not specifically defined in this Agreement will be defined as set forth in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), CNC policies, procedures, or other written materials, if applicable.

“ChiroTrack Manual” means the guide issued by CNC that provides Provider with instructions for submitting electronic transactions. The ChiroTrack Manual documents assumptions, conventions, and other data issues that may be specific to CNC business processes when implementing the HIPAA ASC X12N Implementation Guides. The ChiroTrack Manual neither replaces the HIPAA ASC X12N Implementation Guides for transaction sets, nor attempts to amend any of the rules therein or impose any mandates on Provider.

“ChiroTrack System” means the equipment and proprietary software application, including any revisions, updates or new releases provided in the future, and related services used by CNC with providers, payors and managed care organizations for the direct exchange of electronic health insurance claims and related transactions.

“Electronic Data Interchange” or **“EDI”** means the automated exchange of business documents from application to application in the formats required or allowed by the Transaction Rules.

“National Standard Identifier” or **“NSI”** means the standard unique health identifier for each health plan member, employer, health plan or provider for use in the health care system pursuant to regulations implementing HIPAA.

“Operating System” means the equipment and software necessary for a successful data transmission made pursuant to this Agreement.

“Proprietary Information” means information used or created by either Party in the conduct of its business activities that is not normally made available to the Party’s customers, competitors or third parties, the disclosure of which will or may impair the Party’s competitive position or otherwise prejudice the Party’s ongoing business.

"Protected Health Information" or **"PHI"** is a term used to describe, collectively, the information subject to privacy and security protections under applicable state and federal laws, including the requirements of HIPAA, and its implementing privacy regulations, and the requirements related to privacy at Article 39, Chapter 58, of the North Carolina General Statutes entitled the “North Carolina Insurance Information and Privacy Protection Act.” Generally, "Protected Health Information" or "PHI" means individually identifiable health information that is transmitted or maintained in electronic, paper, or any other media, including demographic information collected from an individual (such as name, address, and other demographic information), that: (i) is created or received by a health care provider, health plan, employer, or clearinghouse; (ii) relates to the past, present, or future physical or mental health condition of an

individual, as well as the provision of health care to an individual or the past, present, or future payment for the provision of health care to an individual; and (iii) identifies the individual or as to which there is a reasonable basis to believe that the information can be used to identify the individual. In determining whether information identifies the individual or whether the information has been “de-identified”, the Parties shall refer to 45 C.F.R. Section 164.514 (b)(2)(i) for identifiers that must be removed in order for information to be de-identified. Information that a Provider transmits or maintains in electronic, paper or any other media that is unrelated to one of its functions as a covered entity is not considered PHI (*e.g.*, PHI maintained for employment purposes).

“Source Documents” mean documents containing data that are or may be required as part of a data transmission concerning (i) a claim for payment of charges for medical services that a provider furnishes to a health plan member or (ii) member enrollment in a health plan. Source Documents are subject to the security standards of this Agreement. Examples of data contained within a Source Document include, without limitation, the member’s name, address and identification number, claim number, diagnosis codes or descriptions for the services rendered, dates of service, service procedure codes or descriptions, applicable charges for the services rendered, the provider’s name and/or NSI, dependent information, and signature.

“Stakeholder Registration Process” means the identification and documentation by the Provider of entities for which Provider will submit standardized transactions to CNC.

“Testing” means the process whereby CNC validates the data content and format compliance of transaction sets sent to CNC by Provider, the stability of electronic connections to support data transfer, and the security configuration of data transfer.

“Transaction Rules” means Social Security Act § 1173 and the Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162, as may be amended or recodified from time to time.