



**BlueCross BlueShield
of Mississippi**

It's good to be Blue.

***my*BLUE PHARMACY SYSTEM ACCESS AGREEMENT**

This *my*Blue Pharmacy System Access Agreement is effective on _____ by and between Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company (hereinafter referred to as BCBSMS) and

Pharmacy Name: _____
(hereinafter called "PHARMACY")

Address: _____

City, State, ZIP: _____

Tax ID No.: _____

In consideration of the promises and covenants below, BCBSMS and PHARMACY agree as follows:

1. Access to Computer System

Subject to the provisions of this Agreement, BCBSMS will allow PHARMACY controlled access to the PHARMACY *my*Blue Pharmacy portal (also referred to as "*my*Blue"), to conduct activities for subscribers and their enrolled dependents covered under a health benefit plan. Such activities include, but are not limited to, viewing Disease Specific Drug Prior Authorization.

For purposes of this Agreement, Benefit Plan means any health benefit plan issued or administered by BCBSMS, entitling subscribers and their covered dependents to receive healthcare and wellness benefits as defined in the Benefit Plan. PHARMACY's access to BCBSMS' computer system shall be limited to Benefit Plans designated by BCBSMS.

2. Proprietary Ownership of *my*Blue

All material contained in *my*Blue is protected by law, including but not limited to, United States copyright law. Except as indicated, BCBSMS is the owner of the copyright in the entire content (including images, text and look and feel attributes) of these materials and reserves all rights in that regard. Removing or altering the copyright notice on any of these materials is prohibited. BCBSMS is licensed to use all trademarks, service marks or other logos featured on these materials. Use or misuse of these trademarks, service marks or logos is expressly prohibited and may violate federal and state law.

3. Confidential and Proprietary Information

- a. PHARMACY understands and acknowledges that any and all of BCBSMS' information, data, or documentation accessed by PHARMACY is considered confidential and/or proprietary (hereinafter referred to as "Confidential Information"). BCBSMS' Confidential Information includes, but is not limited to, information from *myBlue* programs, applications, database files, as well as any other data, documentation, literature and material on its computer system.
- b. PHARMACY, as well as its officers, directors, employees, and Third Parties (defined in paragraph 3(f) below), shall at all times preserve the confidentiality of all Confidential Information and/or the proprietary system and shall not at any time, in manner or form, directly or indirectly, copy, disclose, duplicate, download, license, sell, reveal, divulge, transfer, publish or communicate, in whole or in part, any such Confidential Information and/or the proprietary system to any third party, except as provided below.
- c. PHARMACY agrees it will only disclose the Confidential Information as required by the Benefit Plan or as required by law.
- d. PHARMACY agrees it will not use or disclose the Confidential Information for employment-related actions or decisions.
- e. PHARMACY acknowledges it will receive or have access to Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the requirements of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and the implementing regulations (the "HIPAA Rules"). Specifically, the "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, part 160 and part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 C.F.R. Parts 160 and 164, Subpart C). The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D. PHARMACY recognizes and agrees that it is obligated by law to meet and comply with the applicable provisions of the HIPAA Rules.
- f. PHARMACY will require any billing management company, clearinghouse or other such entity handling business processes for PHARMACY (hereinafter referred to as "Third Party(ies)"), that is permitted through an agreement with PHARMACY to access Protected Health Information ("PHI") maintained by BCBSMS, to provide reasonable assurance, evidenced by written contract, that such billing agency, clearinghouse or other such agent will comply with the privacy and security safeguard obligations of PHARMACY and BCBSMS with respect to Protected Health Information maintained by BCBSMS. PHARMACY warrants the Third Party will have executed a HIPAA compliant Business Associate Agreement acceptable to BCBSMS prior to accessing *myBlue* Pharmacy.

4. Requirements of Users

- a. PHARMACY agrees that all information, data, or documentation accessible on *myBlue Pharmacy* under the terms of this Agreement is Confidential and/or Proprietary. The PHARMACY agrees to be held accountable for maintaining the confidentiality of such information and that the duty of non-disclosure of Confidential Information extends both within and outside of the PHARMACY's organization.
- b. PHARMACY agrees to be accountable for maintaining access of Confidential Information to only those individuals requiring access to the information based on business need.
- c. PHARMACY agrees that anyone who accesses BCBSMS' computer information through PHARMACY's computer system (hereinafter referred to as "Users") will have been trained regarding Confidential Information, PHI, minimally necessary access to Confidential Information and PHI, the prohibition of sharing or disclosing BCBSMS designated use passwords, and *myBlue Provider Guidelines*.
- d. PHARMACY agrees to designate a "Super User" within the PHARMACY organization to be responsible for assigning and maintaining user access to *myBlue Provider*. PHARMACY agrees each Super User must complete the Provider On-line Access System Super User Registration Form (see Attachment A).
- e. PHARMACY acknowledges and understands that PHARMACY and each Super User, User and Third Party to whom user access is granted must adhere to the roles, responsibilities and rules set forth in the *myBlue Pharmacy User Guidelines Policy* ("myBlue Provider Guidelines") found on *myBlue Pharmacy* under the Policy section. PHARMACY further acknowledges and agrees BCBSMS may unilaterally make changes to the Guidelines at any time.

5. Minimum Necessary Use

PHARMACY agrees it shall use the Confidential Information only to perform activities, as described in paragraph 1, with respect to subscribers and their enrolled dependents covered under a Benefit Plan and that it shall not, under any circumstances, use the Confidential Information to perform any other services other than those designated in this Agreement.

6. Authorized Third-Party Access

- a. PHARMACY may allow Third Parties access to Confidential Information, via *myBlue*, through PHARMACY access path, as authorized under this Agreement and subject to the *myBlue Pharmacy Guidelines*.
- b. PHARMACY agrees Third Party access shall be limited to only that which is necessary to complete the intended business processes and transactions.
- c. PHARMACY agrees each Third Party will be provided separate User IDs under PHARMACY'S organization and that the Third Party will not be authorized to obtain its own organizational access to *myBlue*.

7. Prohibited IP Addresses

PHARMACY acknowledges *myBlue* access is limited to United States Internet Protocol (IP) addresses and all foreign IP addresses will be blocked. PHARMACY agrees *myBlue* cannot be accessed from foreign IP addresses and further agrees it and its Users will not attempt to log into, or log into, *myBlue* or any other BCBSMS proprietary system via foreign IP addresses.

8. Verification of Benefits

PHARMACY understands and acknowledges that any verification of benefits which PHARMACY may receive pursuant to access of *myBlue*, does not represent a guarantee of payment of such benefits by BCBSMS. Benefits are subject to the terms and conditions of the Benefit Plan.

9. Indemnification

- a. PHARMACY will access the Confidential Information from BCBSMS and in accessing this Confidential Information PHARMACY agrees to indemnify and hold harmless BCBSMS, its affiliates and subsidiaries, and their respective directors, officers and employees for damages, lawsuits, judgments, expenses and attorneys' fees incurred by BCBSMS: i) as a direct result of negligence, gross negligence, bad faith, dishonesty or criminal conduct on the part of PHARMACY, its employees, its officers, directors, or Third Parties in the use of the aforementioned Confidential Information; ii) as a result of PHARMACY releasing the Confidential Information to any unauthorized party; or iii) as a result of the PHARMACY providing access to Confidential Information to an individual who does not have a permitted/lawful right.
- b. PHARMACY understands and acknowledges that any and all information, data or documentation accessed by authorized Third Parties is considered Confidential Information. Therefore, PHARMACY agrees to indemnify and hold harmless BCBSMS, its affiliates and subsidiaries, and their respective directors, officers and employees for damages, lawsuits, judgments, expenses and attorneys' fees incurred by BCBSMS as a result of the release of this Confidential Information to Third Parties.

10. Applicable Law

The validity, performance and construction of this Agreement will be governed by the laws of the State of Mississippi. PHARMACY consents to the jurisdiction and venue of the federal and state courts of Rankin County, Mississippi.

11. Complete Agreement

This Agreement, as well as Attachment A, the *myBlue* Pharmacy Guidelines and any other required and duly executed attachments, all of which are incorporated by reference and made a part of this Agreement, constitutes a final written expression of all terms of the agreement between BCBSMS and PHARMACY and is a complete and exclusive statement of those terms and no representations, statements, or other agreements, oral or written, made prior to the execution of this Agreement shall be valid. Except as otherwise stated herein, no addition to or modification of any provision of this Agreement will be binding upon BCBSMS or upon PHARMACY unless made in writing and signed by duly authorized representatives of

BCBSMS and of PHARMACY respectively.

12. Termination

Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice. If this Agreement terminates, PHARMACY agrees that the terms, rights, duties and conditions contained in Paragraphs 2, 3, 9, and 10 shall survive the termination of this Agreement. The parties also agree that BCBSMS may terminate this Agreement immediately without notice, in the event PHARMACY violates the terms of this Agreement.

13. Independent Corporation

PHARMACY expressly acknowledges its understanding that this Agreement constitutes a contract solely between the PHARMACY and BCBSMS, that BCBSMS is an independent corporation operating under a license with the Blue Cross and Blue Shield Association (hereinafter referred to as "the Association"), an association of independent Blue Cross and Blue Shield Plans, the Association permitting BCBSMS to use the Blue Cross and Blue Shield Service Mark in the State of Mississippi, and that BCBSMS is not contracting as the agent of the Association. PHARMACY further acknowledges and agrees that it has not entered into this Agreement based upon representations by any other person other than BCBSMS and that no person, entity, or organization other than BCBSMS shall be held accountable or liable to the PHARMACY for any of BCBSMS' obligations to the PHARMACY created under this Agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSMS other than those obligations created under other provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers who have been duly authorized to execute this Agreement.

PHARMACY

**Blue Cross & Blue Shield of Mississippi,
A Mutual Insurance Company**

By

By

Title

Title

Date

Date

Please remit to:

Blue Cross & Blue Shield of Mississippi
ATTN: EDI Services
3545 Lakeland Drive
Flowood, MS 39232
Fax: 601-936-5886



**BlueCross BlueShield
of Mississippi**

It's good to be Blue.

Attachment A
myBlue PHARMACY
SYSTEM ACCESS
**SUPER USER REGISTRATION FORM
(PHARMACY SECURITY
ADMINISTRATOR)**

USER INFORMATION – REQUESTOR MUST COMPLETE (PLEASE PRINT)			
First Name	M.I.	Last Name	User-ID (Assigned by BCBSMS)
Facility / PHARMACY Name			Tax ID
Job Title	Department	Phone & Extension	E-mail Address

As the Super User, I understand that all information, data, or documentation which my employer has access to under the terms of this *myBlue* Pharmacy System Access Agreement with Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company ("BCBSMS"), and which may be revealed to me pursuant to this request is confidential and/or proprietary. I agree to be held accountable for maintaining the confidentiality of such information and I understand that my duty of nondisclosure of Confidential Information extends to both within and outside of my company. I also understand that I am accountable for maintaining access to information by my employers' staff and that minimally necessary access will only be available to individuals requiring access to such information due to an important permitted/lawful business need. I further agree I and those to whom access is assigned by me, must adhere to the roles, responsibilities and rules set forth in the *myBlue* Pharmacy User Guidelines Policy found on *myBlue* Pharmacy under the Policy section.

PHARMACY SECURITY ADMINISTRATOR (SUPER USER)	Signature	Date
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PROCESSED BY BCBSMS PHARMACY SECURITY ADMINISTRATOR	Signature	Date
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PROCESSED BY BCBSMS SYSTEM INTERFACE DEPARTMENT	Signature	Date
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PROCESSED BY BCBSMS CORPORATE SECURITY ADM. (DELETES ONLY)	Signature	Date
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