



TERMS AND CONDITIONS FOR ELECTRONIC PAYMENT

Your company agrees to accept payment by BlueCross BlueShield of South Carolina and/or BlueChoice HealthPlan of South Carolina directly or through subcontractors, through electronic funds transfers (EFT) and that we can rely exclusively on the information you supplied on the Electronic Funds Transfer Authorization Form provided. This applies to and amends all existing agreements with BlueCross BlueShield of South Carolina and/or BlueChoice HealthPlan by incorporating the following terms and conditions for electronic payment.

BlueCross BlueShield of South Carolina/BlueChoice HealthPlan will initiate payment to you based on the following:

1. The electronic funds transfer will be made to the financial institution and account number on the Electronic Funds Transfer Authorization Form.
2. We will make payments in accordance with and be governed by the National Automated Clearinghouse Association's Corporation Trade Payment Rules. Our process is governed by and in accordance with the laws, other than choice of law provision of any particular contract, of South Carolina, including Article 4A of the Uniform Commercial Code as enacted by South Carolina and amended from time to time.
3. The information you provided on the form is very important. **You understand that any change in the information must be communicated to BlueCross BlueShield of South Carolina/BlueChoice HealthPlan. This communication must be in the form of a new Electronic Funds Transfer Authorization Form to the following:**

*BlueCross BlueShield of South Carolina
 Attn: EFT Coordinator (AF-326)
 I-20 at Alpine Road
 Columbia, SC 29219*

BlueCross BlueShield of South Carolina/BlueChoice HealthPlan will be considered harmless for any loss, which may arise solely by reason of error, mistake or fraud regarding this information.

4. Payment is initiated within the normal terms of our commercial agreement with you. Our EFT terms and conditions neither enlarge nor diminish the respective rights and obligations of us within any applicable commercial agreement. The payment due date is not affected. We will consider payment made when your financial institution has received or has control of the payment transaction. This will generally occur within three calendar days following initiation by BlueCross BlueShield of South Carolina/BlueChoice HealthPlan.

If we initiate payment on a non-banking day at BlueCross BlueShield of South Carolina's/BlueChoice HealthPlan's originating bank, the funds transfer will occur the following banking day. In all cases, "banking day" is defined as the day on which both trading partners' banks are available to transmit and receive these funds transfers.

5. BlueCross BlueShield of South Carolina/BlueChoice HealthPlan have the right to adjust future payments if payments previously made are found to be duplicates, in excess of requirements, fraudulent or in error.
6. BlueCross BlueShield of South Carolina/BlueChoice HealthPlan are responsible for making all payments within this agreement. BlueCross BlueShield of South Carolina/BlueChoice HealthPlan are responsible up to the point at which your financial institution receives or has control of the transaction. Any loss of data at that point will be borne by you unless the loss is due to sole negligence of BlueCross BlueShield of South Carolina/BlueChoice HealthPlan or its originating bank.

You should notify BlueCross BlueShield of South Carolina/BlueChoice HealthPlan immediately if payment is not received as described in item #4 (above). BlueCross BlueShield of South Carolina/BlueChoice HealthPlan shall have reasonable time (not to exceed 10 business days) to make said payment.

7. Either party may terminate Electronic Funds Transfers. The notification shall be in writing and both parties must agree on the termination date. Otherwise, we will continue to make electronic payments to you as specified.

Written notice to you will be sent to the address provided on the Electronic Funds Transfer Authorization Form.

NAME: _____
(Print)

SIGNATURE: _____

TITLE: _____

DATE: _____