

**AMGP GEORGIA MANAGED CARE COMPANY, INC.
DIRECT SUBMISSION TRADING PARTNER AGREEMENT**

THIS TRADING PARTNER AGREEMENT (“Agreement”) is effective _____ by and between AMGP Georgia Managed Care Company, Inc. (“Amerigroup”) and _____ (“Trading Partner”) (collectively, the “Parties”, individually, a “Party”).

RECITALS:

A. Trading Partner agrees to receive or provide certain data, and to perform certain functions or activities for Amerigroup that are subject to certain transaction standards under the Health Insurance Portability and Accountability Act (“HIPAA”) and the regulations adopted thereunder.

B. The Parties agree that such protected information is subject to the privacy and security regulations promulgated under the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and codified at 45 CFR Parts 160 and 164 (collectively, “HIPAA”) and (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as amended from time to time and at the applicable compliance dates.

B. Trading Partner agrees to conduct these transactions according to the limitations set forth in this Agreement.

C. Trading Partner and Amerigroup desire to exchange, by and through electronic communications, certain claims and billing information that may contain Protected Health Information (PHI)/Individually Identifiable Health Information (IIHI), as defined below.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Amerigroup and Trading Partner agree as follows:

**ARTICLE I
DEFINITIONS**

1.1 Covered Person. Any person who is an eligible beneficiary of a state-sponsored managed care program for which Amerigroup is contracted by the applicable state agency to provide services and who is duly enrolled as an Amerigroup member in accordance with applicable enrollment requirements.

1.2 Data. Any information provided and/or made available by either of the Parties to the other and includes but is not limited to enrollment and eligibility data, claims data, and PHI/IIHI.

1.3 Document. A document is a form of information. A document can be put into an electronic form and stored in a computer as one or more files.

1.4 EDI. EDI stands for Electronic Data Interchange. It refers to the exchange of routine business transactions from one computer to another in a standard format using standard communications protocols.

1.5 HHS. The Department of Health and Human Services or any successor governmental agency subsequently granted authority to adopt and/or enforce the HHS Regulations.

1.6 HHS Regulations. Those regulations codified at Title 45 of the Code of Federal Regulations (CFR) Parts 160 through 165 and relating to standard transactions, privacy and security of PHI/IIHI and including without limitation any amendments or successor statutes, rules or regulations thereto.

1.7 Individual. The person who is the subject of the PHI/IIHI and has the same meaning as the term "individual" as defined by 45 CFR 164.501.

1.8 Protected Health Information (PHI)/Individually Identifiable Health Information (IIHI). Any information concerning a Covered Person, whether oral or recorded in any form or medium, that (1) relates to the past, present or future physical or mental condition of such Covered Person; the provision of health care to such Covered Person; or the past, present or future payment for the provision of health care to such Covered Person, and (2) identifies such Covered Person with respect to which there is a reasonable basis to believe the information can be used to identify such Covered Person and shall have the meaning given to such term under the HHS Regulations, including but not limited to 45 CFR Sections 160.103 and 164.501.

1.9 Parties. Amerigroup and Trading Partner.

1.10 Secretary. The secretary of HHS or such other officer(s) or employee(s) of HHS to whom the authority involved has been delegated by the secretary in accordance with HHS Regulations.

ARTICLE II TRADING PARTNER REQUIREMENTS

2.1 Amerigroup and Trading Partner desire to exchange, by and through electronic communications, certain claims and billing information that may contain PHI/IIHI.

2.2 Amerigroup and Trading Partner each shall abide by the rules, regulations, obligations and guidelines issued by HHS and other applicable governmental agencies related to transactions and code sets.

2.3 Amerigroup and Trading Partner will not add or change any data definitions, data conditions, or use of data elements or segments as prescribed in the HHS Regulations related to Transaction Standards.

2.4 Amerigroup and Trading Partner will not use any code or data elements that are either marked as “not used” in the HHS Transaction Standard’s implementation specifications or are not in the HHS Transaction Standard’s implementation specifications.

2.5 Amerigroup and Trading Partner will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specifications.

2.6 Amerigroup and Trading Partner each shall take commercially reasonable efforts to ensure that the information submitted in each electronic transaction is timely, complete, accurate and secure, and each will take commercially reasonable precautions to prevent unauthorized access to (a) its own and the other Party’s transmission and processing systems, (b) the transmissions themselves, and (c) the control structure applied to the transmissions between them.

2.7 Amerigroup and Trading Partner each shall be responsible for any and all of its costs, charges or fees that are incurred by such Party by transmitting electronic transactions to or receiving electronic transactions from the other Party.

2.8 Trading Partner agrees and understands that there exists the possibility that Amerigroup or others may request an exception from the uses of a standard in the HHS Transaction Standards. In such event, Trading Partner agrees that it shall participate in test modifications for such exception.

2.9 Trading Partner agrees and understands that, from time to time, HHS may modify and set compliance dates for the transaction standards. Trading Partner agrees to incorporation by reference into this Agreement of any such modifications or changes.

2.10 Trading Partner will conform each electronic transaction submitted to Amerigroup to the Specifications Addendum applicable to such transaction. Such Specifications Addendum is attached hereto. Amerigroup may modify the Specifications Addendum at any time without written notice of amendment to this Agreement, but Trading Partner shall not be required to implement such modification sooner than sixty (60) days after publication of such modified Specifications Addendum unless a shorter compliance period is necessary to conform to applicable federal or state law or regulation. Amerigroup may reject any transaction that does not conform to the applicable Specifications Addendum.

ARTICLE III TERMINATION AND BREACH

3.1 Immediate Termination. Notwithstanding any provision of this Agreement to the contrary, Amerigroup has the right to terminate this Agreement immediately and without prior written notice, and to seek such relief allowed by contract and applicable law, if Amerigroup determines that Trading Partner has breached a material term of this Agreement.

3.2 Grounds for Breach. The appearance of Trading Partner on a sanctioned or excluded party list as prepared by the U.S. Health and Human Services Office of Inspector General (OIG), the U.S. General Services Administration (GSA), or comparable state agencies, or any noncompliance by Trading Partner with this Agreement or the HHS Regulations shall constitute a material breach of this Agreement if Trading Partner knew or reasonably should have known of such noncompliance and failed to immediately take reasonable steps to cure the noncompliance. Amerigroup shall not be required to provide notice of or an opportunity to cure such breach in order for Amerigroup to exercise its rights hereunder with respect to such breach.

3.3 Termination without Cause. Notwithstanding any other provision included in this Agreement, Amerigroup and Trading Partner shall each be entitled to terminate the Agreement at any time by providing thirty (30) days' prior written notice to the other Party.

ARTICLE IV TRADING PARTNER OBLIGATIONS

4.1 Provision of Data. Trading Partner will provide Amerigroup data electronically, including the minimum necessary PHI/IIHI in accordance with the terms of this Agreement. Provider is solely responsible to ensure that the data it provides Amerigroup is correct.

4.2 Trading Partner's Costs. Trading Partner shall assume all its internal costs to transmit, access and receive data electronically, including but not limited to the costs of computers, terminals, connections, modems and browsers that have the capability to use HIPAA-mandated code-set Standard Transactions; the costs of providing sufficient security measures to safeguard receipt and transmission of PHI/IIHI; and all other costs associated with implementing regulations issued by HHS to preserve the integrity and confidentiality and to prevent the nonpermitted use or disclosure of PHI/IIHI. Trading Partner acknowledges that any changes made to data may impact any reimbursement it receives.

4.3 Authorization to Use Data. By providing the data to Amerigroup, Trading Partner grants Amerigroup authorization to use the data to adjudicate and process health care claims Amerigroup receives from Trading Partner. No electronic communication will give rise to any obligation until it is accessible at the receiving Party's computer.

ARTICLE V TRANSMISSIONS

5.1 Delivery. Documents will be transmitted electronically to each Party as specified in Addendum A and/or through any clearinghouse with which Amerigroup maintains a contractual relationship.

5.2 ID(s) and Password(s). Upon execution of this Agreement, Amerigroup will grant access to Trading Partner to transmit claims data electronically via HIPAA-compliant 837 claims transaction or via direct data entry. Amerigroup shall retain title to all login ID(s) and password(s), and Amerigroup reserves the right to change any login ID or password at any time for any reason or if required to do so by law, regulation or court order.

5.3 Security. Dial-up or direct-line connections are considered secure. Otherwise, the submitter must encrypt transmissions.

5.4 Receipt. Documents shall not be deemed to have been properly received, and no document shall give rise to any obligation until accessible and accepted by Amerigroup.

5.5 Verification. Upon proper receipt of any document, Amerigroup will promptly transmit a functional acknowledgement in return unless otherwise specified in the Transaction's Companion Guide. A functional acknowledgement will constitute conclusive evidence a document has been properly received.

5.6 Code Set Retention. The Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer, if applicable to this Agreement.

5.7 Incorrect Receipt of Data. If Trading Partner receives data not intended for its use, Trading Partner will immediately notify Amerigroup to arrange for its return or retransmission as Amerigroup directs. After such return or retransmission, Trading Partner will immediately delete all copies of such data remaining in its possession.

ARTICLE VI GENERAL PROVISIONS

6.1 Property Rights. All PHI/IIHI, data and documents shall be and remain the property of Amerigroup. Trading Partner agrees that neither it, its agents, contractors nor other third parties shall acquire any title or rights to any PHI/IIHI, including any de-identified information, as a result of this Agreement.

6.2 Statutory or Regulatory Changes. This Agreement may be modified by Amerigroup in response to new statutory or regulatory requirements related to HIPAA, the HHS Regulations, or other applicable state or federal law relating to security and privacy of PHI/IIHI.

6.3 Construction of Agreement. This Agreement shall be construed in accordance with the laws of the state of Georgia, without application of its conflict of law provisions.

6.4 No Third-Party Beneficiaries. This Agreement is between the Parties hereto. Nothing expressed or implied in this Agreement is intended to confer, and shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person other than Amerigroup, Trading Partner, and their respective successors and assigns. Trading Partner is and shall at all times remain an independent contractor with respect to the services being performed hereunder and shall neither be deemed to be an employee, a partner of nor joint venture with Amerigroup.

6.5 Nonassignability; Benefits and Burdens. Neither Party may assign its rights nor delegate its duties or obligations under this Agreement without the prior written consent of Amerigroup, whose consent shall not be unreasonably withheld. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6.6 Entire Agreement. This Agreement constitutes the entire agreement between Amerigroup and Trading Partner with respect to the matters described herein. No promises, terms, conditions or obligations other than contained in this Agreement shall be valid or binding. Any prior agreements, statements, promises, negotiations, inducements or representations, either oral or written, made by either Party or agent of either Party that are not contained in this Agreement shall be of no force or effect. Trading Partner agrees that execution of this Agreement electronically by Trading Partner in the manner specified on the Amerigroup website constitutes Trading Partner's agreement to be bound by the terms hereof.

6.7 Report of Security Incidents. A Party hereto will promptly report any security incident of which it becomes aware to the other Party hereto. For purposes of this Agreement, a "security incident" means attempted or successful unauthorized access, use, disclosure, modification or destruction of the other Party's data. This does not include scans, "pings" or other unsuccessful attempts to penetrate computer systems that are routinely blocked and recorded by firewalls or other technical access controls.

6.8 HITECH Act Compliance. The Health Information Technology for Economic and Clinical Health Act (HITECH Act) was adopted as part of the American Recovery and Reinvestment Act of 2009. The HITECH Act and its implementing regulations impose new requirements on Business Associates with respect to privacy, security, and breach notification. These provisions of the HITECH Act and the regulations applicable to Trading Partner are collectively referred to as the "HITECH BA Provisions." The HITECH BA Provisions shall apply commencing on February 17, 2010, or such other date as may be specified in the applicable regulations, whichever is later (Applicable Effective Date). Trading Partner hereby acknowledges and agrees that to the extent applicable, Trading Partner will comply with the HITECH BA Provisions as proscribed by HIPAA and the HITECH Act commencing on the

Applicable Effective Date of each such provision. the Parties further agree that the provisions of HIPAA and the HITECH Act that are applicable and that are required to be incorporated by reference in an agreement such as this are incorporated into this Agreement between the Parties as if set forth in this Agreement in their entirety and are effective as of the Applicable Effective Date.

IN WITNESS WHEREOF, Trading Partner and Amerigroup have caused this Agreement to be signed and delivered by their duly authorized representatives.

_____: _____, a _____

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

Email Address: _____

TIN: _____

ADDENDUM A — Specifications

The information contained within this Addendum provides specific information associated with the exchange and transmission of the selected Transactions. Amerigroup and Trading Partner understand that this Addendum augments, not replaces, the executed Trading Partner Agreement.

1 Documents. Trading Partner will send to Amerigroup the following documents:

| Transaction Set No. | Document Name | Version Release | Transaction Sent by Trading Partner (Y/N) |
|---------------------|-------------------------------------|-----------------|---|
| 837I* | Health Care Claim: Institutional | 005010X223A2 | Y |
| 837P† | Health Care Claim: Professional | 005010X222A1 | Y |

* As outlined in the Direct Submission Companion Guide for Institutional Claims

† As outlined in the Direct Submission Companion Guide for Professional Claims

Amerigroup will send the following documents to the Trading Partner:

| Transaction Set No. | Document Name | Version Release | Transaction Sent by Trading Partner (Y/N) |
|---------------------|---|-----------------|---|
| 999 | Implementation Acknowledgement for Health Care Insurance | 005010X231A1 | Y |
| 277 | Health Care Claim Acknowledgement | 005010X214 | Y |
| Nonstandard Report | Claim status reports will be made available using the Message Center dashboard on the Amerigroup website | Proprietary | Y |

2 Connection Speeds. Amerigroup and Trading Partner's connection will be determined by the connection speed to the Internet by the Trading Partner.

3 System Availability. Transactions can be sent 24 hours a day, 7 days a week, 365 days a year.

4 Acceptance. No EDI message shall give rise to any obligation until accessible by the other Party at its receiving computer. Unless otherwise specified and where a specific

response message is required, each Party shall properly transmit a functional acknowledgement within 24 hours of the time an EDI message became accessible (only where applicable).