

## **EDI TRADING PARTNER AGREEMENT BETWEEN DIRECT SUBMITTER AND WELLPOINT, INC.**

This EDI Trading Partner Agreement, (“Agreement”) is entered into by and between **Hoschton Medical, PC** (“Direct Submitter” or “Trading Partner”) and WellPoint, Inc. (“WellPoint”) in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and implementing regulations (45 C.F.R. Parts 160, 162 and 164) and the Gramm-Leach-Bliley Act of 1999 (15 U.S.C. §6801, *et seq.* and implementing regulations (16 C.F.R. Part 313)(“GLBA”).

In consideration for the direct exchange of NPFI (as defined under GLBA) and of PHI (as defined under HIPAA, and including electronic PHI as defined under HIPAA) pursuant to the terms of this Agreement, the parties agree as follows:

### **1. DEFINITIONS.**

- A. **“Affiliate”** means an entity that controls, is controlled by or is under common control with a party to this Agreement, where “control” is defined as the ownership of at least fifty percent (50%) of the equity or beneficial interest of such entity and includes any other entity with respect to which such party or any such Affiliate has significant management or operational responsibility, even though such party may own less than fifty percent (50%) of the equity of such entity. If any WellPoint Affiliate is included in this Agreement any reference to “WellPoint” shall be deemed to include any such WellPoint Affiliate or Affiliates as the context warrants.
- B. **“Claim”** means an ANSI 837 electronic claim for: institutional health care services, professional health care provider services, or dental services.
- C. **“Claim Status”** means an ANSI 276 electronic health care Claim status request or response to a claim status request. Claim Status refers only to Claims Status Transactions generated directly by a health care provider.
- D. **“Companion Guide”** means the documentation WellPoint provides to Trading Partner in connection with this Agreement, and as updated from time to time by WellPoint, and which specifies WellPoint’s requirements for submission of Transactions to WellPoint.
- E. **“Electronic Attachment”** or **“EA”** means an ANSI 275 or other electronic transaction sent to WellPoint as attached documentation to support a claims submission. Prior to the HIPAA regulations for ANSI 275 being finalized and implemented, electronic transactions shall be submitted in a mode acceptable to both parties such as TIFF images or other electronic media.
- F. **“Electronic Remittance Advice”** or **“ERA”** means an ANSI 835 electronic transaction sent from WellPoint, advising that a payment has been made to an

institutional, professional or dental health care provider. An ERA is a Remittance Advice transmitted electronically. Each Electronic Remittance Advice documents a payment from WellPoint to a health care provider. One Electronic Remittance Advice may document reimbursement for multiple Claims.

- G. **“Eligibility”** means an ANSI 270 or 271 electronic health care eligibility benefit inquiry or response to an eligibility benefit inquiry.
- H. **“Encounter”** means an ANSI 837 Transaction for electronic encounter information for Institutional Health Care Services, Professional Health Care Provider Services, or Dental Health Care Provider Services.
- I. **“Referral Certification and Authorization”** means any of the following electronic transmissions:
  - (i) A request for the review of health care to obtain an authorization for the health care.
  - (ii) A request to obtain authorization for referring an individual to another health care provider.
  - (iii) A response to a request described in paragraph (a) or paragraph (b) of this definition
- J. **“Standard Claim Transaction”** or **“Standard Transaction”** means a Transaction that is in a HIPAA compliant format or as otherwise specified in WellPoint’s Companion Guide.
- K. **“Transaction”** means an electronic Claim or equivalent electronic Encounter information, Electronic Remittance Advice, electronic health care Claim Status, Electronic Referral Certification and Authorization or electronic Eligibility information.

2. **QUALIFICATION AS A DIRECT SUBMITTER.**

A. **WellPoint Discretion for Selection Criteria.**

WellPoint may, in its own discretion, establish selection and/or performance criteria to determine whether a Trading Partner qualifies (or continues to qualify) as a Direct Submitter. However, in the event Trading Partner fails to qualify as a Direct Submitter, WellPoint will provide Trading Partner with a list of available designated health care clearinghouses, upon request by Trading Partner.

B. **Direct Submitter Benchmarks.**

Trading Partner agrees that, as a Direct Submitter, Trading Partner shall use best efforts to assure that no less than ninety-five percent (95%) of all Transactions transmitted to WellPoint from Trading Partner during the term of this Agreement (including any renewal term) shall meet all requirements for acceptance through WellPoint's electronic gateway, as set forth in WellPoint's Companion Guide.

3. **TERM AND TERMINATION.**

A. **Term.**

This Agreement shall commence upon execution by both parties and continue for successive one-month terms on a month-to-month basis, subject to the terms and conditions of this Agreement. This Agreement shall automatically renew from month-to-month, until terminated as set forth below.

B. **Termination.**

Either party may terminate this Agreement at any time upon one (1) calendar month's prior electronic notice to the other.

4. **DATA SUBMISSION.**

A. **Directly Submitted Transactions.**

Direct Submitter shall edit the designated Transactions, as selected and identified in Exhibit A (which Exhibit A is fully incorporated herein by reference), and electronically submit such Transactions to WellPoint as of the effective date set forth in Exhibit A.

B. **Exchange of Transactions with Affiliates.**

Direct Submitter shall perform the services set forth in this Agreement for Affiliates of WellPoint, under the terms and conditions of this Agreement, if Direct Submitter is requested to do so by an authorized representative of WellPoint and an Exhibit A Transactions for such Affiliate is added to this Agreement.

5. **HIPAA COMPLIANCE AND CONFIDENTIALITY SAFEGUARDS.**

A. **Compliance with Standard Transactions.**

- (i) Each party shall comply with and shall require any subcontractor or agent involved with the conduct of Standard Transactions (defined under HIPAA) to comply with each applicable requirement of 45 C.F.R. Part 162. Trading Partner agrees to demonstrate compliance with the Standard Transactions. On a mutually agreeable date, Trading Partner agrees to cooperate with WellPoint and test each type of Standard Transaction that

Trading Partner will transmit electronically to or receive electronically from WellPoint, using WellPoint's tool for electronic compliance testing.

- (ii) Trading Partner will not, and will not permit Trading Partner's subcontractors or agents, to:
  - (1) Change the definition, data condition, or use of a data element or segment in a Standard Transaction;
  - (2) Add any data elements or segments to the maximum defined data set; or
  - (3) Use any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
  - (4) Change the meaning or intent of the Standard Transaction's implementation specification(s).
- (iii) Trading Partner and WellPoint agree to comply with the terms of WellPoint's Companion Guide, as currently set forth and incorporated herein by reference and as updated from time to time pursuant to government mandate or otherwise. (See Paragraph F of this Section 4, below).

B. **Information Safeguards.** Trading Partner shall maintain and use appropriate and effective administrative, technical and physical safeguards, in compliance with Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), 45 C.F.R. § 164.530(c) and any other applicable implementing regulations issued by the U.S. Department of Health and Human Services, Title V of the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 *et seq.*) and all other laws and regulations relating to privacy and confidentiality of PHI, reasonably designed (i) to ensure the integrity, confidentiality, security and availability of PHI and NPFI and (ii) to prevent any reasonably anticipated unauthorized or prohibited use or disclosure of PHI or NPFI received from WellPoint, (iii) to protect against any reasonably anticipated threats or hazards to the security or integrity of such information, and (iv) to ensure compliance with this Agreement by Trading Partner's workforce. Trading Partner agrees to keep these security measures current and to document these security measures in written policies, procedures or guidelines.

C. **Prohibition on Unauthorized Use or Disclosure.** Trading Partner shall neither Use nor Disclose (as defined under HIPAA and GLBA, as applicable) PHI or NPFI received from WellPoint or from another Trading Partner of WellPoint, except as permitted or required by this Agreement or by law.

- D. **Prohibition on Unauthorized Use or Disclosure of Consumer Lists.** Trading Partner shall not develop or use any list, description or other grouping of individuals using NPFI received from or on behalf of WellPoint, except as permitted in writing by WellPoint.
- E. **Obligations upon Termination, Continuing Privacy Obligation.** Trading Partner's obligation (and the obligation of Trading Partner's subcontractors or agents) to protect the privacy of the PHI and NPFI received from WellPoint shall be continuous and survive termination, cancellation, expiration or other conclusion of this Agreement.
- F. **Amendment to Agreement.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with changes in the laws or regulations. The parties specifically agree to take such action necessary to implement the standards and requirements of HIPAA and the implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160, 162 and 164) and such other laws and regulations relating to the privacy and confidentiality of PHI and NPFI that are applicable to Trading Partner and/or WellPoint. Upon the effective date of any final regulation or amendment to such regulation or to HIPAA, this Agreement shall be deemed to require compliance with each of the foregoing. If at any time, WellPoint believes that it must require Trading Partner to comply with additional measures in order for WellPoint to remain in compliance with laws or regulations that are applicable to WellPoint, WellPoint shall give written explanation of such requirements to Trading Partner, and Trading Partner shall tell WellPoint in writing if Trading Partner is able and willing to comply with such requirements. If Trading Partner notifies WellPoint that it is unable or unwilling to comply with such requirements, the WellPoint may terminate this Agreement and cease exchanging Standard Transactions with Trading Partner.
- G. **Sub-Contractors and Agents.** Trading Partner shall require its subcontractors and agents to which Trading Partner is permitted, by this Agreement, to disclose any of the PHI or NPFI that Trading Partner receives from WellPoint, to provide reasonable assurance, evidenced by a written contract, that subcontractor or agent will comply with the same privacy, security, and other obligations as Trading Partner with respect to such PHI or NPFI.

6. **GENERAL TERMS**

- A. **Waiver.** No mere delay or failure to exercise any right or remedy will operate as a waiver thereof, and no waiver of any breach shall constitute a waiver of any other breach or of future performance of this Agreement in its entirety.

- B. **Titles and Headings.** The underlined titles and headings in this Agreement are for convenience only and shall not be deemed a part of this Agreement or a representation of the contents of any section hereof.
- C. **Governing Law.** The parties agree that the interpretation and legal effect of this Agreement shall be governed by the laws of the United States, where applicable, and by the laws of the State of California, without regard to any laws concerning conflict of laws.
- D. **Severability.** In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under any applicable law, such term shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- E. **Entire Agreement.** This Agreement and any Companion Guide provided by WellPoint (including updates) represent the entire Agreement between the parties and supersedes all prior and contemporaneous oral and written agreements, representations, warranties and understandings regarding the subject matter hereof.
- F. **Force Majeure.** Neither party shall be liable for any delay or failure in performance caused by any occurrence or contingency beyond its reasonable control, including, but not limited to, earthquake, labor disputes, riots, government requirements and inability to secure materials on a timely basis
- G. **No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the parties hereto and shall not be deemed to be for the benefit of any third party.
- H. **Relationship to the Parties.** The relationship of the parties to this Agreement is that of independent contractors and such relationship shall not be deemed to be one of agency or employment or joint venture or any other relationship than that of independent contractors contracting for the purposes set forth in this Agreement.
- I. **Counterparts.** This Agreement and any amendment hereto may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.
- J. **WellPoint Data.** SUBMITTER agrees to utilize any data exchanged or transmitted under this Agreement only for the purposes explicitly specified in this Agreement (the “Data”) and agrees not to utilize any Data for any other purpose, whether or not it is de-identified; SUBMITTER agrees and understands that any purpose not expressly permitted by this Agreement is hereby prohibited. SUBMITTER agrees and understands that the Data are a valuable proprietary asset owned by WellPoint. SUBMITTER acknowledges that the remedy at law

for any breach or threatened breach of the provisions of this Section shall be inadequate, and that WellPoint, in addition to any other remedy available to it, shall be entitled to obtain injunctive relief from a court of competent jurisdiction notwithstanding any other provision of this Agreement.

K. No Publicity. Trading Partner shall not, without the prior written consent of WellPoint in each instance (which consent may be withheld for any reason), refer to the existence or subject matter of the Contract, state that WellPoint is a customer or potential or former customer of Trading Partner, or use the name or any trade name, trademark, or service mark of WellPoint in any press release, advertising or promotional materials, or represent that any product or service has been endorsed or approved by WellPoint.

L. Notices. All notices required or permitted under this Agreement shall be sent electronically to the recipient as follows:

**If to WellPoint:**

Name and Title:	Michelle Thrash
<b><u>Email address for Notices:</u></b>	Mthrash@bcbsga.com
<i>Back-up Contact Information:</i>	
Telephone Number	(404) 848-2102
Facsimile Number	(864) 848-2224

**If to Trading Partner:**

Name and Title:	_____
<b><u>Email address for Notices:</u></b>	_____
<i>Back-up Contact Information:</i>	
Telephone Number	_____
Facsimile Number	_____

**IN WITNESS WHEREOF**, WellPoint and Direct Submitter execute this Agreement in duplicate originals to be effective upon full execution, as indicated by the last date written below.

**WELLPOINT, INC.**

**Hoschton Medical, PC**

By: \_\_\_\_\_  
Name: Michelle Thrash  
Title: Director, Systems Support and Programs  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**

**Electronic Transactions Agreement between Direct Submitter and WellPoint**

**BLUE CROSS BLUE SHIELD OF GEORGIA (BCBSGA) TRANSACTIONS**

**Effective Date:** \_\_\_\_\_

<b>Transaction</b>	<b>Real Time Transaction</b>		<i>YES</i>	<i>NO</i>
	<b>Yes</b>	<b>No</b>		
<b>Claims, Institutional</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Claims, Professional</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Claims, Dental</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Claims, Medicare Part A</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Electronic Attachments</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Encounters, Institutional</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Encounters, Professional</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Encounters, Dental</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ERA, Institutional</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ERA, Professional</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ERA, Dental</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>ERA, Medicare Part A</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Claim Status*</b>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>Eligibility*</b>	<input type="checkbox"/>	<input type="checkbox"/>		

**\* Transaction must originate only with health care providers.**