



MEDTRON
SOFTWARE INTELLIGENCE



02032012 NEWS BLAST

*****UPDATED*****

Overview of Louisiana Medicaid Managed Care Bayou Health Plans (BHP)

*****FLASH ALERT*****

Community Health Care Solutions:

Blanket referral # for Dates of Service in February 2012: 2475248. See [BHP Comparison Grid!](#)

AmeriGroup:

All providers, par and non par, without authorization/referral Dates of Service in February 2012, will be paid at 100% Medicaid Fee Schedule with proof of eligibility.

With the transition of traditional Medicaid to the new managed Medicaid through Bayou Health Plans MDS/MSI has published several News Blasts with the 'most up to date' information available:

[013112 Updated Overview LA Medicaid Bayou Health Plans](#)

[012312 Overview LA Medicaid Bayou Health Plans](#)

[121411 LA Medicaid CCNs New Name – Bayou Health](#)

[092311 LA Medicaid CCN Announced](#)

[080111 Recommended Administrators for CCNs](#)

[071911 Making Medicaid Better Initiative - Update](#)

[071311 LA Medicaid Coordinated Care Networks](#)

Providers will continue to have questions as to what these plans entail, what providers need to do, how to tell which plan each patient has, where to send claims, how payments will be received, how to setup support files, etc. as this is a very new concept with many new players.

Instead of publishing a News Blast with each update to the BHP Comparison Grid*, this grid will be readily available to all practices with the 'most up to date' information via our website,

<http://www.medtronsoftware.com/User Guides/LA Medicaid Managed Medicaid Bayou Health Plan Comparison.xls>.

**NOTE: MDS/MSI disclaims any responsibility for missing or incorrect information; as this is a work in progress and much of the information changes as the plans convey information.*

A new News Blast will only be published if more updates and/or important information needs to be relayed that is not displayed on the grid.

To request a User ID/Password or any questions contact Software Support for assistance via:

- Email: From MEDTRON Sign On screen, double click on 'support@medtronsoftware.com'
- OR-
- Phone: (985) 234-0599 (local)
(800) 978-0599 (toll free)
- OR-
- Fax: (985) 234-0609

****URGENT** Community Health Solutions:**

MEDTRON (MSI) has been working diligently with Community Health Solutions (CLA) to update submitter information in order for our clients to be able to submit electronic claims directly to CLA. (CLA has signed an agreement with Emdeon, however, **MSI does not recommend using that method at this time since, initially, Emdeon indicated those claims would be printed and mailed by Emdeon to CLA.**)

CLA will use the Medicaid submitter number provided by MSI and setup each practice as a CLA submitter assigning a unique user ID/password. With this goal in mind, MSI has submitted a list of all MDS and MSI practices name, Medicaid submitter number, pay to provider number and email address (if applicable). CLA will forward a user ID/password to your practice. You may be in receipt of an email from MSI confirming the email address we used on your behalf.

In addition to MSI providing the list, all LA Medicaid submitters must complete the attached EDI Electronic Trading Partner Agreement **immediately** and send to CLA in order to complete the enrollment process.

NOTE: For MDS practices, MDS Implementation Dept has completed on your behalf. Agreements can be sent to CLA via:

Email to Suzanne Eggert: shockenberry@clearprocessingsolutions.com
 Fax: 727-576-4726

Clients should indicate their current Medicaid submitter number in their email or on a fax coversheet. Also, mention that 'MEDTRON' software will be utilized for submitting claims.

BOTH SHARED PLANS:

Will follow traditional Medicaid claims completion protocol; these are controlled by Ins Type:W.

MDS Practice System Updates:
 TMS practices should do the same.

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Mode: CHANGE          INSURANCE COMPANY MASTER          9S Date: 02/02/12
                                                             Time: 15:25:32

Status Code -----> _
Company Code -----> UWF
Insurance Type ----> U (F4)  **UPDATED**

Carrier Aff -----> BHP (F4)
Company Name -----> UNITED HLTHCARE (MGD-MCD)
Group Name -----> _____

Address Line 1 ----> P O BOX 31341
Address Line 2 ----> _____
City/State/Zip ----> SALT LAKE CITY UT (F4) 841310341
Telephone -----> 866-675-1607 Extension: _____
Fax -----> _____ Prt on Clm: _ (Y/N)
Web Address -----> http://uhccommunityplan.com
E-mail Address ----> mailto:kathy_spurlock@uhc.com

Alt DME Carrier --> N (Y/N)

Prov #: NO Pol Edt: YES Last Changed: 2/02/2012 @ 11:
F3=Exit F8=Policy # Edits F11=Provider Numbers F12=
    
```

```

Mode: DISPLAY          INSURANCE COMPANY MASTER          9S Date: 02/02/12
                                                             Time: 15:40:59

Status Code -----> _
Company Code -----> CLA
Insurance Type ----> U (F4)  **UPDATED**

Carrier Aff -----> BHP
Company Name -----> COMM HLTH SOL-LA (MGD-MCD)
Group Name -----> _____

Address Line 1 ----> P O BOX 23199
Address Line 2 ----> _____
City/State/Zip ----> ST PETERSBURG FL (F4) 33742 Country -> US (F4)
Telephone -----> 855-247-5248 Extension: _____
Fax -----> _____ Prt on Clm: _ (Y/N)
Web Address -----> http://www.louisiana.chsamerica.com
E-mail Address ----> mailto:Krobertson@chsamerica.com

Alt DME Carrier --> N (Y/N)

Prov #: NO Pol Edt: YES Last Changed: 2/02/2012 @ 11:08:56 by TRACY
F3=Exit F8=Policy # Edits F11=Provider Numbers F12=Prior Screen
1 of 5 DE200-01
    
```

NOTE: CLA will use the 'Y' prior authorization protocol.

Online Eligibility:

Via Louisiana Medicaid Website:

Health Benefit Plan Coverage			
Benefit	Service Type Code	Insurance Type	Plan Coverage Description
Active Coverage	Health Benefit Plan Coverage	Medicaid	Eligible for Medicaid on Plan Date.
Benefit Description	Health Benefit Plan Coverage	Medicaid	PREFERRED LANGUAGE: ENGLISH
Managed Care Coordinator	Medical Care	Medicaid	BAYOU HEALTH PLAN Benefit Begin 02/01/2012 Managed Care Organization UNITED HEALTHCARE COMMUNITY P Telephone (504) 849-1624
Active Coverage		Medicaid	Medical Care, Chiropractic, Dental Care, Hospital, Emergency Services, Pharmacy, Professional (Physician) Visit - Office, Vision (Optometry), Mental Health, Urgent Care

Via MEDTRON:

Online Eligibility requests done 02/01/12-02/02/12, did not show BHP name, only phone number.

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ELIGIBILITY INFORMATION                               Date: 02/02/12
                                                       Time: 15:48:04
Our Request# > 000214027      Web MD Transaction Reference No > 699368813
Patient No --> 99999          Requested Elig Date -----> 02/01/2012
Patient Name > PATIENT NAME      OL ELIG
Insured Name > PATIENT NAME      Prv#/TID/NPI Sent
Insurance ---> WF MOLINA LA MEDICAID      1811996199
Policy No ---> 7199831279013

Elig/Benefit Info: MANAGED CARE COORDINATOR Coverage Level: INDIVIDUAL
Service Type: MEDICAL CARE
Ins Type: Mcd-MEDICAID BAYOU HEALTH PLAN
Date/Time Type: BENEFIT BEGIN Date/Time Period: 02/01/2012
Subscriber Info: DEPENDENT is a PERSON Name:
Error - Unknown Code: in field: EB01
Error - Unknown Code: in field: EB01 Service Type: MEDICAL CARE
Error - Unknown Code: in field: EB01
Error - Unknown Code: in field: NM101 Name:
More...
Information Retrieved on 02/01/2012 at 08:26 by MAUREEN
F3=Exit F6=Print F10=Move to top F11=Go to bottom F12=Prior screen
DE002E-10
    
```

to second screen

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ELIGIBILITY INFORMATION                               Date: 02/02/12
                                                       Time: 15:54:59
Our Request# > 000214027      Web MD Transaction Reference No > 699368813
Patient No --> 99999          Requested Elig Date -----> 02/01/2012
Patient Name > PATIENT NAME      OL ELIG
Insured Name > PATIENT NAME      Prv#/TID/NPI Sent
Insurance ---> WF MOLINA LA MEDICAID      1811996199
Policy No ---> 7199831279013

Error - Unknown Code: in field: EB01
Error - Unknown Code: in field: NM101 Name:
INFORMATION CONTACT Contact Number type: TELEPHONE Number: 8004543730
Elig/Benefit Info: ACTIVE COVERAGE Coverage Level: INDIVIDUAL Service
Type: MEDICAL CARE
Ins Type: Mcd-MEDICAID
Elig/Benefit Info: ACTIVE COVERAGE Coverage Level: INDIVIDUAL Service
Type: CHIROPRACTIC
Ins Type: Mcd-MEDICAID
More...
Information Retrieved on 02/01/2012 at 08:26 by MAUREEN
F3=Exit F6=Print F10=Move to top F11=Go to bottom F12=Prior screen
DE002E-10
    
```

to third screen

Shown Ins Type: Bayou Health Plan, but did not give name of plan; did show contact (PLAN) phone number

This issue has been corrected and will now show BHP name. Users should request eligibility again for updated information.

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ELIGIBILITY INFORMATION
Date: 02/03/12
Time: 11:16:26
Our Request# > 000214306      Web MD Transaction Reference No > 593838767
Patient No --> 99999          Requested Elig Date -----> 02/03/2012
Patient Name > PATIENT NAME      OL ELIG
Insured Name > PATIENT NAME      Prv#/TID/NPI Sent
Insurance ---> WF MOLINA LA MEDICAID      1811996069
Policy No ---> 7955831279013

Elig/Benefit Info: MANAGED CARE COORDINATOR Coverage Level: INDIVIDUAL
Service Type: MEDICAL CARE
Ins Type: Mcd-MEDICAID BAYOU HEALTH PLAN
Date/Time Type: BENEFIT BEGIN Date/Time Period: 02/01/2012
Elig/Benefit Info: ACTIVE COVERAGE Coverage Level: INDIVIDUAL
Name: AMERIGROUP COMMUNITY CARE
INFORMATION CONTACT Contact Number type: TELEPHONE Number: 8004543730
Elig/Benefit Info: ACTIVE COVERAGE Coverage Level: INDIVIDUAL Service
Type: MEDICAL CARE

More...
Information Retrieved on 02/03/2012 at 10:17 by LANA
F3=Exit F6=Print F10=Move to top F11=Go to bottom F12=Prior screen
DE002E-10
    
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Patient Information:

Use this form to inform patient's which plans are accepted by your practice.



choose

a Health Plan for Medicaid and LaCHIP benefits.

As a Medicaid or LaCHIP recipient, you must now choose a Health Plan that best meets your needs.

These Are The Health Plans Your Doctor Works With:

- Amerigroup RealSolutions
- Community Health Solutions
- LaCare
- Louisiana Healthcare Connections
- UnitedHealthcare

For help or to choose a Plan, call toll free **1-855-BAYOU-4U** (1-855-229-6848) or you can visit **bayouhealth.com**.

Hablamos en español.

This public document was published at a total cost of \$0,754,000. 100,000 copies of this public document were published in this first printing at a cost of \$0.04 each. The total cost of all printing of this document including reprint is \$0,754,000. This document was published by the Louisiana Department of Health and Hospitals to provide BAYOUHEALTH to Louisiana authority P.S. 43:1. This material was printed according to standards for printing by state agencies established pursuant to P.S. 43:31.



Community *Health* Solutions
of America

EDI Electronic Trading Partner Agreement

This agreement is made between Community Health Solution of America LLC (“Company”) whose permanent address is declared to be 1000 118th Avenue N, St. Petersburg, FL 33716 and _____ (“Trading Partner”) as of _____ day of _____, 20___. This agreement provides the terms and conditions governing electronic transfers of data between Company and Trading Partner (collectively, “Parties”) by direct digital or electronic transmission over communication lines to accomplish the parties’ business objectives regarding the provision and acquisition of products and services. This agreement will remain in effect until terminated according to its terms.

RECITALS

WHEREAS, both parties consider their mutual interest to be served by engaging in the electronic transfer of data communications as a means of furthering their respective business objectives; and

WHEREAS, Company provides services on behalf of persons covered under health benefit programs and engages in the electronic transfer of data between payors, business associates and suppliers; and

WHEREAS, Trading Partner is a business entity that transacts business with Company on a regular basis pursuant to the terms of a business agreement; and

WHEREAS, each party is or will be equipped at its own expense with the operating system (defined as the equipment, software and trained personnel necessary for a successful data transmission) and trained personnel necessary to engage in the successful exchange of electronic data; and

WHEREAS, in the electronic transmission of data and funds, the confidentiality and security of the data exchanged are an utmost priority to both parties; and

WHEREAS, Company anticipates that Trading Partner may use, in the performance of this agreement, various third-party business associates (a third-party organization, designated in the **EDI Transaction Addendum**) in the electronic exchange of information;

NOW, THEREFORE, in consideration for the mutual promises herein, the parties agree as follows:

I. TERM AND TERMINATION

- 1.1. Term of Agreement. This agreement will remain in effect for an initial period of twelve (12) months from the effective date, and will automatically renew for successive periods of twelve (12) months.
- 1.2. Voluntary Termination. Either Party may terminate this agreement on sixty (60) days prior written notice to the other party.
- 1.3. Termination for Cause. Either party may terminate this agreement upon fifteen (15) days prior written notice to the other party upon the default by the other party of any material obligation of this agreement, provided that the written notice sets forth the default with reasonable specificity and the default is incurable or, being capable of cure, has not been cured within the 15 day period after receipt of the written notice.

In the event of (i) a breach by Trading Partner of any section of **Article III** or **Article V** of this agreement or (ii) termination of any applicable business agreement between the Parties, Company will have the unilateral right to terminate this agreement immediately by providing Trading Partner with written notice of termination.

I. OBLIGATIONS OF THE PARTIES

2.1. Mutual Obligations. The mutual obligations of Company and Trading Partner include the following:

(a) Electronic Data Interchange (EDI) Transmission Accuracy. The Parties will take reasonable care to ensure that data transmissions are timely, complete, accurate and secure. Each Party will take necessary and reasonable precautions in accordance with **Article III** of this agreement to prevent unauthorized access to the other Parties data transmission, operating system, or the contents of an envelope (a control structure in a format mutually agreeable to Company and Trading Partner for the electronic exchange of one or more encoded data transmissions between Company and Trading Partner or business associate) transmitted to or from either Party.

(b) Retransmission of Lost or Indecipherable Transmissions. A Party will retransmit the original transmission upon its discovery that a data transmission is a lost or indecipherable transmission.

(c) Equipment Cost. Each Party will obtain and maintain, at its own expense, its own operating system necessary for timely, complete, accurate and secure data transmission pursuant to this agreement. Each Party will pay its own costs related to data transmission under this agreement, including, without limitation, charges for the Party's own operating system equipment, software and services, maintaining an electronic mailbox, connection time, terminals, connections, telephones, modems and applicable minimum use charges. Each Party will be responsible for its own expenses incurred for translating, formatting and sending or receiving communications over the electronic network to any electronic mailbox of the other Party, unless otherwise specified.

(d) Testing. Where requested by the Company, prior to the initial data transmission, each Party will test and cooperate with the other Party in testing each Parties' operating system to ensure the accuracy, timeliness, completeness and confidentiality of each data transmission according to the policy outlined by the Company.

(e) National Standard Identifiers. Company and Trading Partner will use National Standard Identifiers in all data and data transmissions conducted between the Parties no later than Company's compliance date with any National Standard Identifier adopted by HHS through regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

2.2. Trading Partner Obligations. Trading Partner will:

(a) Trading Partner will not copy, reverse engineer, disclose, publish, distribute, alter or use data, data transmission or envelope for any purpose other than for which Company has specifically authorized Trading Partner under the terms of this agreement.

(b) Research and correct any and all billing discrepancies at no expense to the Company.

(c) Trading Partner will not obtain access by any means to data, data transmission, envelope, or Company's operating system for any purpose other than as Company has specifically granted Trading Partner access under this agreement. In the event that Trading Partner receives data or data transmissions not intended for Trading Partner, Trading Partner will immediately notify Company and make arrangements to retransmit or otherwise return the data or data transmission to Company. After such retransmission or return, Trading Partner will immediately and permanently delete the data and data transmission from its operating system.

(d) Protect and maintain the confidentiality of security access codes (codes that Company assigns to Trading Partner

to allow Trading Partner access to Company's operating system for the purpose of executing data transmission) issued to Trading Partner by Company.

(e) Limit disclosure of security access codes to authorized personnel on a need-to-know basis, and complete the appropriate security access form (as applicable) as specified by the Company.

(f) Agrees that the Company has a right to periodic updates, at its request, of current and active business associates and their associated transactions when Trading Partner submits transactions on behalf of third-parties

2.3. Company's Obligations. Company will:

(a) Make available to Trading Partner, via electronic means, data and data transmissions for which this agreement grants Trading Partner access or authorization, or as provided by law and/or terms of this agreement.

(b) Provide Trading Partner with security access codes that will allow Trading Partner access to Company's operating system to the extent necessary under this agreement. Company reserves the right to change security access codes at any time and in such manner as Company, in its sole discretion, deems necessary.

(c) Issue security access codes to Trading Partner, which when affixed to data transmissions, will 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 security access code 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 proceeding to the same extent and under the same conditions as other business records originated and maintained in documentary form. Confidentiality and security of the computer printouts should be maintained to the same extent as the electronic records.

(d) Agrees to provide and make available to the Trading Partner telephone inquiry support services for the purposes of assisting the Trading Partner. Such services shall be provided only to the extent deemed reasonable by the Company and shall be provided during Company's normal working hours, with the exception of Company office closure due to announced holidays or any other unforeseen circumstance.

III. PRIVACY AND SECURITY

3.1. Data Security. Trading Partner will maintain necessary and reasonable security procedures to prevent unauthorized access to data, data transmissions, security access codes, envelope, backup files, source documents or Company's operating system. Trading Partner will immediately notify Company of any unauthorized attempt to obtain access to or otherwise tamper with data, data transmissions, security access codes, envelope, backup files, source documents or Company's operating system.

(a) Protected Health Information (PHI) (information relating to specific individuals, including individually identifiable health information that is exchanged by and between Company and Trading Partner).

Trading Partner will comply with all applicable privacy statutes and regulations, guidelines and health care industry customs concerning treatment of confidential health information.

(b) Proprietary Information. Trading Partner will treat Company's proprietary information obtained or learned in connection with this agreement as confidential and will not use Company's proprietary information for Trading Partners own commercial benefit or any other purpose not authorized in this agreement. Trading Partner will safeguard Company's proprietary information against unauthorized disclosure and use.

(c) Notice of Unauthorized Disclosures and Uses. Trading Partner will promptly notify Company of any unlawful

or unauthorized use or disclosure of confidential health information or Company's proprietary information that comes to Trading Partner's attention and will cooperate with Company in the event that any litigation arises concerning the unlawful or unauthorized disclosure or use of confidential health information or Company's proprietary information.

3.2. Operating Systems Security. Each Party will develop, implement and maintain measures necessary to ensure the security of each Party's own operating system and each Party's records relating to its operating system. Each Party will document and keep current its security measures. Each Party's security measures will include, at a minimum, the requirements and implementation features set forth in Social Security Act § 1173(d) and all applicable HHS implementing regulations.

IV. RECORDS RETENTION AND AUDIT

4.1. Records Retention. Trading Partner will maintain complete, accurate and unaltered copies of all source documents from all data transmissions it receives from Company for not less than two (2) years from the date that Trading Partner receives them. All retained records will be subject to the same security measures as data and data transmissions.

4.2. Right to Audit. The Trading Partner agrees that the Company has the right, for the purpose of charge/service verification, to inspect, examine, copy and conduct on-site audits on the business office/accounts receivable records relating to services rendered to the Company subscribers and will make those records available for such an inspection at a reasonable time and place (excluding medical records). Trading Partner further agrees that it will not charge any fees to the Company for any activity related to such inspections and/or audits.

4.3. Business Associate Authorizations. Trading Partner agrees to obtain all necessary authorizations from each business associate on whose behalf Trading Partner submits electronic transactions to allow Company to obtain necessary documentation from each such business associate to substantiate any and all claims submitted by Trading Partner to Company on behalf of each business associate.

4.4. Government Requests for Information. Trading Partner will notify Company immediately upon Trading Partner'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.

4.5. Trade Data Log. Company and Trading Partner will each establish and maintain a trade data log to record all data transmissions between the Parties during the term of this agreement. Each Party will take necessary and reasonable steps to ensure that its trade data log constitutes a complete, accurate, and unaltered record of each data transmission between the parties. Each Party will retain data transmission records for not less than two (2) years following the date of a data transmission. Each Party will maintain its trade data log on computer media or other suitable means that permit timely retrieval and presentation in readable form.

V. REPRESENTATIONS AND WARRANTIES

5.1. Legal Compliance. Trading Partner will use reasonable efforts to comply, and to cause Trading Partner's directors, officers, employees and business associate to comply, in all material respects with all requirements of all laws pertaining to government contracts or government subcontracts, the violation of which may result in Trading Partner or its directors, officers or employees, or other persons being charged with a criminal offense. For purposes of this **section (5.1)**, "laws" mean all applicable statutes, laws, rules, regulations, permits, decrees, injunctions, judgments, orders, rulings, determinations, writs and awards.

- 5.2. Access. Company shall make every effort in accordance with standard business practices to provide uninterrupted trading access for authorized Trading Partners, but Trading Partner agrees that the service provided by the Company is without warranty of any kind, either expressed or implied and Trading Partner further assumes the entire risk as to the performance of the Company.
- 5.3. Notice of Violations. Trading Partner will notify Company in writing within five (5) 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 Trading Partner or any of Trading Partner's directors, officers, employees, vendors, agents or business associates.

VI. INDEMNIFICATION

- 6.1. Indemnification of Company. Trading Partner will indemnify, defend and hold Company harmless from any and all claims, actions, damages, liabilities, costs, or expenses, including, without limitation, reasonable attorneys' fees, arising out of any act or omission of Trading Partner, business associate, or their respective employees, subcontractors or other persons in the performance of this agreement. Company will have the option at its sole discretion to employ attorneys to defend any such claim, action or proceeding arising out of these acts or omissions, the costs and expenses of which will be Trading Partner's responsibility. Company will provide Trading Partner with timely notice of the existence of such action. Trading Partner will provide information, documents and other cooperation as reasonably necessary to assist Company in establishing its defenses to such action, at no cost to Company.
- 6.2. Breach of Warranties. Trading Partner will indemnify and hold Company harmless from and against any and all liability resulting from:
- (a) any misrepresentation in Trading Partner's representations and warranties in **Article V** of this agreement;
 - (b) Trading Partner's failure to notify Company as required in **Section 5.3** of this agreement; or
 - (c) actual exclusion during the term of this agreement from any federal health care program (as defined in the Social Security Act § 1128B(f)).
- 6.3. Participation in Actions. Company reserves the right, at its sole option and expense, to participate in the defense of any suit or action brought against Trading Partner or business associate arising out of any act or omission in connection with this agreement.
- 6.4. Dispute Assistance. Each Party will reasonably cooperate in providing necessary assistance to the other Party when the other Party is actively involved in a dispute with a third party concerning data transmissions that either are or reasonably could be the source of litigation with that third party.
- 6.5. Limitation of Liability. Except claims or causes of action related to Trading Partner's actual or alleged breach of **Article III** of this agreement or fraud by Trading Partner, neither Party will be liable to the other for any special, incidental, indirect, exemplary or consequential damages resulting from any claim or cause of action arising out of any delay, omission or error in any data transmission or the other Parties performance or failure to perform in accordance with the terms of this agreement, including, without limitation, loss of use, revenues, profits or savings, even if a Party has been advised in advance of the possibility of such damages.

VII. MISCELLANEOUS

- 7.1. Notices. All notices required under this agreement will be sent to CHS-LA Attention: EDI Customer Operations.

- 7.2. Amendments. This agreement may not be changed or modified except by an instrument in writing, mutually agreed to, and signed by each Party's authorized representative or officer thereof.
- 7.3. Choice of Law. This agreement and the Party's rights and obligations hereunder are governed by and will be construed under the laws of the State of Louisiana. Any suit arising from or related to this agreement must be brought in the State or Federal Court seated in Pinellas County, Florida.
- 7.4. Dispute Resolution. The Parties will work together in good faith to resolve any dispute or alleged breach of this agreement within a reasonable period of time by using a mutually agreed alternative dispute resolution technique 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 **Article III** of this agreement.
- 7.5. Assignment of Rights and Delegation of Duties. This agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Company retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Neither Party may assign its rights or delegate its obligations under this agreement without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed.
- 7.6. Force Majeure. Each Party will be excused from performance for any period of time during this agreement that it is prevented from performing any obligation or service, 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, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, earthquakes, floods or other natural disasters.
- 7.7. 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 writing signed by an authorized representative of the Party making the waiver.
- 7.8. No Agency. Nothing in this agreement will place Company and Trading Partner in a relationship whereby either (i) is the principal or agent of the other for any purpose or (ii) has the authority to bind the other in any way.
- 7.9. Automatic Amendment for Regulatory Compliance. This agreement will automatically amend to comply with any final regulation or amendment to a final regulation adopted by HHS concerning the subject matter of this agreement upon the effective date of the final regulation or amendment.

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 authorized representative.

Agreed to: _____(TRADING PARTNER)
By: _____
Name and Title: _____
Address: _____ Date: _____

Contact: _____
Telephone: (____) _____
Facsimile: (____) _____

Agreed to: Community Health Solutions (COMPANY)
By: _____
Name and Title: _____
Address: 1000 118th Ave N., St. Petersburg, FL 33716 Date: _____
Contact: _____
Telephone: (____) _____
Facsimile: (____) _____