

AGREEMENT BETWEEN
HP ENTERPRISE SERVICES, LLC
AND
SUBSCRIBER

This Agreement, by and between HP ENTERPRISE SERVICES, LLC (hereafter referred to as “HPES”), and approved value added network suppliers and certain health care providers (hereafter referred to as “SUBSCRIBERS”), for the provision of a connection to the Alabama Medicaid Management Information System (AMMIS).

WHEREAS, the Alabama Medicaid Agency (the “State Agency”) designated by Alabama law to administer the medical assistance program for the State of Alabama as provided for in Title XIX of the Social Security Act (Medicaid); and

WHEREAS, the Alabama Medicaid Agency operates AMMIS through its fiscal agent to allow verification of eligibility, benefits coverage and other insurance, as well as submission of claims for Medicaid recipients by Medicaid providers;

WHEREAS, HPES is the fiscal agent of the AMMIS system;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this agreement according to the provisions set out herein:

A. TERM

This agreement shall be effective upon signature of both parties and shall remain in effect until terminated by either party upon at least thirty (30) days prior written notice to the other party. HPES may terminate this agreement immediately in the event of a violation by SUBSCRIBERS of any term of the agreement.

B. SITE TO SITE VPN CONNECTION

Connection – Connection between Subscriber and the AMMIS system is a site to site VPN over the public internet. It is the responsibility of the clearinghouse to provide their own connection to the public internet at a size and speed suitable for the traffic intended at their facility. HPES will provide the connection to the public internet for Alabama Medicaid MMIS system for the purposes of this connection.

Connection Termination – Service may be terminated by either party. A written 30 day notice is required for termination with the exception of the following circumstances:

- Should the Subscriber not pay their account within terms, the connection will be severed.
- Should HPES require the connection to be severed per the State Agency, Subscriber will comply within the cancellation terms herein.
- To restore the connection, Subscriber must cure breach or make the account current and pay the setup fee detailed in the **Charges** section of this document.

Response Time – The maximum expected response time by HPES is 30 minutes Monday through Friday (8AM to 5PM central time) and 2 hours otherwise. Actual incident recovery time will be dependent on the resolution of the incident. Subscriber should thoroughly test Subscriber owned equipment and connection before contacting HPES for testing.

Charges (“Charges”) – HPES will bill Subscriber \$ 1,350.00 per quarter (3 month period) to maintain the site to site VPN connection. A setup fee of \$1,600.00 is required to establish the connection and test. Subscriber agrees to pay within 30 days of the date of the invoice. Any prorated amounts will be determined by mutual agreement. HPES shall reevaluate charges every twelve (12) months. Subscriber agrees that the acceptance of market driven increases shall be a condition of continued performance under this agreement.

C. INDEMNIFICATION

The SUBSCRIBERS agrees to indemnify, defend, save and hold harmless HPES from all claims, demands, liabilities, and suits of any breach of this agreement by the SUBSCRIBERS, its Subscribers or employees, including but not limited to any occurrence of omission or negligence of the SUBSCRIBERS, its Subscribers or employees, and more specifically, without limitations:

1. Any claims or losses for services rendered by a subcontractor, consultant, person or firm performing or supplying services, materials or supplies in connection with the performance of the contract;
2. Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including disregard of Federal or State regulations or Federal statutes, of the SUBSCRIBERS, its Subscribers, consultants, officers and employees, or subcontractors in the performance of this agreement;
3. Any claims or losses resulting to any person or firm injured or damaged by the SUBSCRIBERS, its Subscribers, consultants, officers, employees, or subcontractors by the publications, translation, reproduction, delivery, performance, use or disposition of any data processed under the contract in any manner not authorized by the contract, or Federal or State regulations or statutes; and
4. Any failure of the SUBSCRIBERS, its officers, Subscribers, consultants, employees, or subcontractors to observe State or Federal laws, including but not limited to labor laws and minimum wage laws.

D. NON-EXCLUSIVITY

HPES shall not be in any way limited from entering into similar contracts with other Subscribers desiring to provide the same or similar service, nor shall HPES be in any way limited from providing the same or similar service directly to health care providers. HPES shall in no way be limited in its use of any information it obtains from the SUBSCRIBERS in connection with this Agreement, and the parties hereto agree that no such information shall be considered proprietary or trade secret information of the SUBSCRIBERS.

E. Changes and Amendment Language

Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Services. The parties will mutually agree, in writing, upon any proposed changes, including resulting equitable adjustments to costs and performance of the Services

F. ENTIRE AGREEMENT

This written Agreement constitutes the entire Agreement between the parties, and no additional representatives, writings or documents are a part hereof, unless specifically referred to herein above. The requirements in the Alabama Data Switch Agreement are hereby incorporated. This Agreement may be amended by written agreement of the parties hereto.

G. CONTACT PERSONS

HPES:
 Lamar Smith
 Systems Supervisor
 301 Technacenter Drive
 Montgomery, AL 36117

 Phone: (334) 215-4201

SUBSCRIBER:
 Contact: _____
 E-Mail: _____
 Company: _____
 Address: _____
 City, State and Zip: _____
 Phone: _____

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

SUBSCRIBER

HP ENTERPRISE SERVICES, LLC

 (sign)
 BY: _____
 (print)
 TITLE: _____

 DATE: _____

 BY: _____
 TITLE: _____

 DATE: _____