



Health Information Compliance Alert

COMPLIANCE TOOL: USE THIS TOOL TO SET YOUR TRADING PARTNERS' SECURITY STANDARDS

TRADING PARTNER AGREEMENT

This trading partner agreement (agreement) is made between [ORGANIZATION] and [TRADING PARTNER].

Both parties acknowledge and agree that the privacy and security of data held by or exchanged between them is of utmost priority. Each party agrees to take all steps reasonably necessary to ensure that all information shared between them conforms to the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under. Without limiting the generality of the preceding sentence, the parties agree as follows:

1. Each party will take reasonable care to ensure that the information sent electronically transaction is complete, accurate, and secure, and will take 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 transmissions between them.

2. Each party is responsible for all costs, charges, or fees it may incur by transmitting information electronically to, or receiving it from, the other party.

3. Each party is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other party and other persons. If either party receives from the other data not intended for it, the receiving party will immediately notify the sender to arrange for its return, re-transmission, or destruction, as the other party directs.

4. Termination or expiration of this agreement or any other contract between the parties does not relieve either party of its obligations under this agreement and under federal and state laws and regulations pertaining to the privacy and security of protected health information nor its obligations regarding the confidentiality of proprietary information.

5. [TRADING PARTNER] may authorize one or more intermediaries to electronically send or receive [ORGANIZATION]'s data on its behalf. Every such intermediary must first be bound by written agreement with [TRADING PARTNER] to comply with applicable law and regulations. [TRADING PARTNER] must obtain clearance from [ORGANIZATION] for all intermediaries and will be responsible for any ensuing fees.

6. This agreement shall take effect and be binding when signed by [TRADING PARTNER] and received by [ORGANIZATION]. In case of conflict between this agreement and any prior contracts between the parties, including prior versions of this agreement, this agreement will prevail.

[TRADING PARTNER]

Printed Name of Signer _____



Date _____

Telephone Number: _____

E-mail Address: _____