

[Company Name]

## TRADING PARTNER AGREEMENT

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This Chain of Trust Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between [Company Name] (the "Organization") and [Transaction Vendor] (the "Contractor").

WHEREAS, Organization maintains and operates at [Company Address], [Company City] [Company State] [Company Zip];

WHEREAS, Contractor performs \_\_\_\_\_ work which requires it to have access to information regarding Organization's confidential and protected health information ("Information");

WHEREAS, Organization desires to protect the confidentiality and integrity of the Information and to prevent inappropriate disclosure of the information;

NOW THEREFORE, the parties agree as follows:

### 1. SCOPE OF THIS AGREEMENT

This Agreement covers all transactions of the kind listed in Exhibit A hereto.

### 2. NO MODIFICATION OF UNIFORM STANDARDS SET FORTH IN FINAL RULE

The parties agree that in transactions of the kind listed in Exhibit A hereto, they will not modify the uniform standards for electronic transactions and code sets set forth in the Final Rule. Without limiting the foregoing, the parties agree that:

- (a) in any electronic transaction of the kind listed in Exhibit A hereto, the parties will use the uniform transaction standard for such transaction listed in Exhibit A and
- (b) in any transaction listed in Exhibit A that involves the use of codes, the parties will use the uniform code set for such transaction listed in Exhibit A.

### 3. TERM:

This Agreement shall be effective \_\_\_\_\_, 2003. This Agreement shall automatically renew itself for an additional twelve-month period unless otherwise terminated by either party. In the event that this Agreement is automatically renewed, Contractor agrees to be bound by the Terms and Conditions currently in effect. The confidentiality provisions of this Agreement shall survive indefinitely, even beyond the termination of this Agreement.

### 4. COMPLIANCE WITH LAWS

The parties agree that in conducting any transactions within the scope of this Agreement, they will comply with all applicable laws and regulations, including HIPAA. Without limiting the foregoing, Trading Partner agrees that:

- (a) it will not use or disclose any protected health information (“PHI”). as that term is defined in HIPAA, except as permitted by the provisions of HIPAA and the rules and regulations adopted pursuant thereto;
- (b) it will use appropriate safeguards to prevent any use or disclosure of PHI that is not authorized by HIPAA and the rules and regulations adopted pursuant thereto;
- (c) it will report to the other party any use or disclosure of PHI that is in any way inconsistent with the requirements of HIPAA or this Agreement;
- (d) it will take all necessary steps to ensure that its agents and subcontractors will agree to comply with the provisions of HIPAA and the rules and regulations adopted pursuant thereto;
- (e) it will make available any PHI to the extent required by HIPAA and the rules and regulations adopted pursuant thereto;
- (f) it will make its internal practices, books and records relating to the use and disclosure of PHI available to the United States Department of Health and Human Services for the purpose of determining Provider’s compliance with HIPAA;
- (g) it will destroy or return to Provider all PHI upon the termination of this Agreement; and
- (h) it will not object to termination of this Agreement by Provider in the event that Provider determines Trading Partner is in breach of this Agreement.

**5. STATE AND FEDERAL STATUTE COMPLIANCE:**

Contractor warrants and represents that it is in compliance, or will become compliant with all relevant federal/state statutes, rules, regulations and applicable interpretive rulings in a timely manner. Further, both parties agree to remain in compliance with all relevant federal/state statutes, rules, and regulations during the entire term of this Agreement. This includes, but is not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor agrees to maintain adequate safeguards to ensure that Information exchanged between Organization and Contractor is protected and used solely for the purposes agreed upon within this Agreement. Failure to comply with this provision can result in immediate and automatic termination of previously agreed upon business relationship, without penalty or cost to either party.

**6. POLICY AND PROCEDURE REVIEW:**

Contractor shall make available on demand to Organization a copy of all Policies and Procedures relevant to safeguarding Information.

**7. ADDITIONAL ACCESS TO INFORMATION:**

If Contractor significantly alters the Information provided by Organization, Organization shall have the right to access the altered information upon written request to Contractor. Such access shall be provided to Organization within a reasonable period after receipt of the request and shall be during the normal business hours of Contractor. Contractor shall incorporate changes or amendments to the Information if requested by the Organization.

**8. INJUNCTIVE RELIEF:**

Contractor acknowledges that the remedy at law for any breach by it or the terms of this Agreement shall be inadequate and that the damages resulting from such breach are not readily susceptible to being measured in monetary terms. Accordingly, in the event of a breach or threatened breach by Contractor of the terms of this Agreement, Organization shall be entitled to immediate injunctive relief and may obtain a temporary order restraining any threatened or further breach. Nothing herein shall be construed as prohibiting Organization from pursuing any other remedies available to Organization for such breach or threatened breach, including recovery of damages from Contractor. Contractor further represents that it understands and agrees that the provisions of this agreement shall be strictly enforced and construed against it.

**9. THIRD PARTY BENEFICIARIES:**

Both parties understand and agree that other parties (individuals or entities) who are the subject of the Information provided to Contractor are intended to be third-party beneficiaries of this Agreement.

**10. SEVERABILITY:**

In the event that any provision of this Agreement violates any applicable statute, ordinance or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

**11. CONSTRUCTION OF AGREEMENT:**

The language in all parts of this Agreement shall in all cases be simply construed according to its fair meaning and not strictly for or against the Contractor or Organization. The headings preceding each paragraph are for convenience only and shall not in any way be construed to effect the meaning of the paragraphs themselves.

**12. HOLD HARMLESS:**

Contractor agrees to indemnify, defend and hold harmless Organization, its directors, officers, agents, shareholders, and employees against all claims, demands, or causes of action that may arise from Contractor employees, agents, or independent contractors improper disclosure of the Information and from any intentional or negligent acts or omissions.

**13. ENTIRE AGREEMENT; AMENDMENTS; NO WAIVER:**

This Agreement contains the entire agreement between the parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements and employment contracts between the parties, whether oral or in writing. This Agreement may not be amended, altered or modified except by written agreement signed by all parties of this Agreement. No provision of this agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

**14. AUTHORITY:**

The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.

**15. GOVERNING LAW:**

This Agreement shall be governed by the laws of the State of Connecticut and shall be construed in accordance therewith.

IN WITNESS WHEREOF, the parties have executed this Trading Partner Agreement the day and year first written above.

**ORGANIZATION**

**CONTRACTOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_