Trading Partner Agreement

Commonwealth of Massachusetts
Executive Office of Health and Human Services
www.mass.gov/masshealth

This Trading Partner Agreement ("Agreement") is made as of _____ , 20____ , between the Executive Office of Health and Human Services ("MassHealth") and

_____ _____ ("Trading Partner").
Legal name of Trading Partner (please print) *Provider number, if applicable*

The Trading Partner intends to conduct electronic Transactions with MassHealth. For this purpose, MassHealth will grant the Trading Partner access to the Virtual Gateway (VG) and the MassHealth Medicaid Information System (MMIS) and to Protected Health Information (PHI, including e-PHI) stored therein.

Both parties acknowledge and agree that they will maintain the privacy and security of data held by or exchanged between them. Each party agrees to take all steps reasonably necessary to ensure that all electronic Transactions between them conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), inclusive of the Privacy Rule (45 C.F.R. Part 164, Subpart E), Security Rule (45 C.F.R. Part 164, Subpart C), and other regulations promulgated thereunder.

Without limiting the generality of the preceding sentence, the parties agree as follows:

1. When used in this Agreement:
   "Trading Partner" shall mean the entity named above entering into this agreement. A Trading Partner may be a MassHealth Provider, an Authorized Billing Vendor, or other entities authorized by MassHealth.
   "Authorized Billing Vendor" shall mean a Business Associate of a Health Care Provider, including Health Care Clearinghouse, billing agent, or billing intermediary, that (1) transmits electronic Transactions on behalf of such provider, (2) meets MassHealth testing requirements, and (3) signs this Agreement.
   "MassHealth Provider," as defined in 130 CMR 450.101, is an individual, group, facility, agency, institution, organization, or business that furnishes medical services and participates in MassHealth under a provider contract with the MassHealth agency.
   "Nonbilling MCE Network-Only Provider" means a Health Care Provider who (1) is not a MassHealth Provider, (2) is a Managed Care Entity ("MCE") Network Provider, and (3) has signed the MassHealth Nonbilling Managed Care Entity (MCE) Network-only Provider Contract.
   The following terms shall have the same definitions given in HIPAA: Business Associate, Covered Entity, Health Care Clearinghouse, Health Care Provider, Protected Health Information, Marketing, Security Incident, Trading Partner Agreement, Transaction, and Workforce.
2. Each party shall take reasonable care to ensure that the information submitted in each electronic Transaction is timely, complete, accurate, and secure. Transactions submitted to MassHealth must represent services delivered or to be imminently delivered by a provider to MassHealth members only, including verifying member eligibility.
3. The Trading Partner agrees to use, access, or disclose only the minimum amount of information necessary to accomplish its activities under this Agreement. Any use or disclosure of PHI not authorized by this Agreement and the HIPAA Privacy and Security Rules, such as data mining and Marketing, is strictly prohibited.

4. Each party shall implement reasonable safeguards to (a) limit access to any PHI to those with a legitimate need for the information; (b) prevent unauthorized access to any systems or information; (c) protect against any reasonably anticipated threats or hazards to the security of MMIS or VG; and (d) protect against any reasonably anticipated uses or disclosures of PHI that are not permitted or required.

5. Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic Transactions to, or receiving electronic Transactions from, the other party.

6. Each electronic Transaction submitted to MassHealth must conform to the X12 Implementation Guide, MassHealth HIPAA Companion Guide, and any other MassHealth Specifications Addendum applicable to the Transaction. MassHealth may modify the Specifications Addendum and the Companion Guide at any time without amendment to this Agreement, but the Trading Partner will not be required to implement such modifications sooner than 60 days after publication of the modified Specifications Addendum or Companion Guide, unless a shorter compliance period is necessary to conform to applicable state or federal law or regulation. Only the last-issued Specifications Addendum of each type will be effective as of the date specified in the Specifications Addendum. MassHealth may reject any Transaction that does not conform to the applicable Specifications Addendum and the Companion Guide.

7. Before initiating any Transaction and thereafter throughout the term of this Agreement, the Trading Partner shall cooperate with MassHealth and MassHealth's Business Associates in the testing of the Transaction, data exchange method, and processing systems used in connection with MassHealth as MassHealth deems appropriate to ensure the accuracy, timeliness, completeness, and security of each data transmission.

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

9. 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 PHI or its obligations regarding the confidentiality of proprietary information.

10. The Trading Partner certifies that it is a Covered Entity, or a Business Associate acting on behalf of a Covered Entity, that transmits and exchanges PHI in electronic form in connection with Transactions covered by 45 CFR Parts 160, 162, and 164. The Trading Partner will access MassHealth member PHI through VG and MMIS only to support the treatment or payment activities of a Covered Entity delivering services to MassHealth members. If the Trading Partner is an Authorized Billing Vendor, it shall not access VG and MMIS except at the direction of a Health Care Provider providing services to MassHealth members.

11. Authorized Billing Vendors must maintain a current and accurate list of all Nonbilling MCE Network-Only Providers on behalf of whom they submit transactions, and submit this list to MassHealth annually and upon request by MassHealth. Authorized Billing Vendors that establish a new relationship with a Nonbilling MCE Network-Only Provider to exchange transactions with MassHealth on their behalf must update this list of providers to include the Nonbilling MCE Network-Only Provider prior to conducting any such transaction. Authorized Billing Vendors shall notify MassHealth of any changes to such list of providers immediately.

12. The Trading Partner shall adhere to the VG Terms and Conditions. Consistent with the VG Terms and Conditions, the Trading Partner must notify MassHealth of any Security Incident that may impact the electronic exchange of information between the Trading Partner and MassHealth within 24 hours upon becoming aware of such an incident. MassHealth may revoke the Trading Partner's access to MMIS and VG if the Trading Partner violates any VG Terms and Conditions or the terms of this Agreement.

13. Authorized Billing Vendors may not exchange transactions with MassHealth on behalf of Health Care Providers, including Nonbilling MCE Network-Only Providers, if MassHealth has determined that such Providers have violated the Terms and Conditions, the terms of this agreement, or their underlying provider contract, and MassHealth has communicated that determination to the Authorized Billing Vendor.

14. MassHealth shall assign each Trading Partner a User ID and password to manage access to their information within MMIS. The Trading Partner is solely responsible for the use of this User ID and password, and they may not be shared. The Trading Partner will have the authority to create and assign Unique User IDs and passwords to the Trading Partner's authorized Workforce. These Unique User IDs and passwords must not be shared with any other Workforce members. The use of common IDs (e.g., front desk) is prohibited.

    The Trading Partner shall maintain, and make available to MassHealth upon request, a current and accurate list of Workforce members and the Workforce members of its Authorized Billing Vendors that the Trading Partner has granted access to the VG and MMIS to perform functions on its behalf/

15. MassHealth shall assign each Trading Partner a User ID and password to manage access to their information within MMIS. The Trading Partner is solely responsible for the use of this User ID and password, and they may not be shared. The Trading Partner will have the authority to create and assign Unique User IDs and passwords to the Trading Partner's authorized Workforce. These Unique User IDs and passwords must not be shared with any other Workforce members. The use of common IDs (e.g., front desk) is prohibited.

16. The Trading Partner shall maintain, and make available to MassHealth upon request, a current and accurate list of Workforce members, and the Workforce members of its Authorized Billing Vendors that the Trading Partner has granted access to the VG and MMIS to perform functions on its behalf.

17. If the Trading Partner is a MassHealth Provider and is selecting an Authorized Billing Vendor to transmit electronic Transactions on its behalf, it shall notify MassHealth by submitting a request to MassHealth. MassHealth Providers may switch Authorized Billing Vendors at any time but must inform MassHealth and must maintain, and submit to MassHealth upon request, a current and accurate list of Authorized Billing Vendors accessing MMIS on its behalf. The use of an Authorized Billing Vendor will not relieve the Trading Partner of any risks or obligations assumed by it under this or any other agreement with MassHealth, or under applicable law and regulations. The Trading Partner shall bear all costs resulting from its use an Authorized Billing Vendors.

18. This Agreement will take effect and be binding on the Trading Partner and MassHealth when signed by the Trading Partner and received by MassHealth. In case of conflict between this Agreement and any prior contracts between the parties, including prior versions of this Agreement, this Agreement will prevail.

_____ _____

Legal name of Trading Partner *Trading Partner authorized signature.*

The form can either be signed traditionally and then scanned, or it can be signed electronically using DocuSign or Adobe Sign. For electronic signatures, the signer can upload a picture of their wet signature. The typed text of a signature is not an acceptable form of an electronic signature.

_____ _____

Printed name of signer *Date*

_____ _____

Telephone number *Email*

Print Clear