



Trading Partner Agreement

Commonwealth of Massachusetts
Executive Office of Health and Human Services

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 No., if applicable

The Trading Partner intends to conduct electronic transactions with MassHealth. 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 electronic transactions between them conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder. Without limiting the generality of the preceding sentence, the parties agree as follows.

1. Each party shall take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure, and shall 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 electronic transactions to, or receiving electronic transactions from, the other party.
3. The Trading Partner shall conform each electronic transaction submitted to MassHealth to the Specifications Addendum applicable to the transaction, and to the applicable Companion Guide. MassHealth may modify the Specifications Addendum and the Companion Guide at any time without amendment to this Trading Partner 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 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.
4. Before initiating any transmission in HIPAA standard transaction format, and thereafter throughout the term of this Agreement, the Trading Partner shall cooperate with MassHealth and MassHealth’s Business Associates (i.e., vendors who perform certain functions on MassHealth’s behalf) in such testing of the transmission and processing systems used in connection with MassHealth as MassHealth deems appropriate to ensure the accuracy, timeliness, completeness, and security of each data transmission.
5. 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 shall immediately notify the sender to arrange for its return, re-transmission, or destruction, as the other party directs.

6. 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 Individually Identifiable Health Information nor its obligations regarding the confidentiality of proprietary information.
7. The Trading Partner may authorize one or more intermediaries to electronically send or receive MassHealth data on its behalf. Every such intermediary must first be bound by written agreement with the Trading Partner to comply with applicable law and regulations, with the current applicable Specifications Addenda and Companion Guides, and with the terms of this Agreement. The Trading Partner agrees and represents that it shall disclose its provider number, user ID number, password, and any other means that enable MassHealth data to be transmitted to or received from MassHealth, only to intermediaries with whom it has such agreements, or to members of its workforce, whom the Trading Partner has authorized to receive and transmit data on its behalf. The Trading Partner shall be bound by and responsible for the acts and omissions of all such persons in the exchange of electronic data with MassHealth. The Trading Partner shall notify MassHealth of any event, such as the termination of its relationship with a previously authorized employee or intermediary, that may require action to foreclose submission and receipt of transactions by persons no longer authorized by the Trading Partner to act on its behalf. Use of an intermediary 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 of intermediaries.
8. 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. Manual signature required. Facsimiles are not acceptable.

Printed Name of Signer

Date

Telephone Number

E-mail Address