

DANE COUNTY DEPARTMENT OF HUMAN SERVICES TRADING PARTNER AGREEMENT

THIS AGREEMENT is entered into between the Dane County Department of Human Services (“DCDHS”) and _____, a health care provider (“TRADING PARTNER”) who transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160 and 162, or has entered into a contract which gives another Party (“THIRD PARTY”), authorization to submit electronic health care transactions on the TRADING PARTNER’s behalf to the DCDHS; and

WHEREAS, the TRADING PARTNER agrees to perform certain functions or activities that are subject to certain transaction standards and WHEREAS, the TRADING PARTNER agrees to conduct these transactions according to the limitations set forth in this agreement.

NOW THEREFORE, the TRADING PARTNER and DCDHS agree as follows:

- 1) **Definitions.** The following terms shall have the meaning ascribed to them in this section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear:
 - a) **Agreement** shall refer to this document.
 - b) **Trading Partner** shall refer to a provider that transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160 and 162 or a THIRD PARTY authorized to submit health information on the TRADING PARTNER’s behalf.
 - c) **Third Party** shall refer to parties authorized to exchange electronic transactions on the TRADING PARTNER’S behalf.
 - d) **Trading Partner Agreement** shall mean the Dane County Department of Human Services Trading Partner Agreement (this document).
 - e) **Covered Entity** means a DCDHS, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 CFR Parts 160 and 162.
 - f) **DCDHS** shall mean the Dane County Department of Human Services -administered health care programs.
 - g) **Transactions** shall mean the exchange of information between two parties to carry out financial or administrative activities related to health care as defined by 45 CFR Part 160.103.
 - h) **Federal Department of Health and Human Services (HHS) Transaction Standard Regulation** shall mean the Code of Federal Regulations at Title 45, Parts 160 and 162.
 - i) **Individual** shall mean the person who is the subject of the protected health information, as defined by 45 CFR Part 164.501.
 - j) **Information** shall mean any “health information” provided and/or made available by the DCDHS to the TRADING PARTNER, and has the same meaning as the term “health information,” as defined by 45 CFR Part 160.102.
 - k) **Parties** shall mean the DCDHS and the TRADING PARTNER.

- 2) **Term.** The term of this Agreement shall commence as of the signed execution date on the last page of this agreement, and shall expire upon written notification from either Party.
- 3) **TRADING PARTNER Obligations:**
 - a) **Third Party Agreement.** The TRADING PARTNER understands and agrees that it is responsible and liable to the DCDHS for the conduct of a THIRD PARTY in the THIRD PARTY'S performance related to this Agreement. The TRADING PARTNER agrees to inform the THIRD PARTY of the terms of this Agreement. Notwithstanding the lack of specific mention, any obligation or requirement contained in this Agreement that is imposed on the TRADING PARTNER will be construed as an obligation and requirement that is also imposed on its THIRD PARTY.
 - b) **No Changes.** The TRADING PARTNER hereby agrees that for the Information, it will not change any definition, data condition, or use of a data element or segment as proscribed in the HHS Transaction Standard Regulation (45 CFR Part 162.915[a]).
 - c) **No Additions.** The TRADING PARTNER hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR Part 162.915[b]).
 - d) **No Unauthorized Uses.** The TRADING PARTNER hereby agrees that for the Information, it will not use any code or data elements that are either marked "not used" in the HHS Transaction Standard's implementation specifications or are not in the HHS Transaction Standard's implementation specifications (45 CFR Part 162.915[c]).
 - e) **No Changes to Meaning or Intent.** The TRADING PARTNER hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specifications (45 CFR Part 162.915[d]).
 - f) **Transfer of Obligations.** The TRADING PARTNER must immediately submit a new TRADING PARTNER Agreement and/or TRADING PARTNER Profile in writing if information provided as part of the TRADING PARTNER Agreement or TRADING PARTNER Profile is modified and the modification impacts the DCDHS's or TRADING PARTNER's ability to comply with the TRADING PARTNER Agreement.
- 4) **Concurrence for Test Modifications to HHS Transaction Standards.** The TRADING PARTNER agrees and understands that there exists the possibility that DCDHS or others may request an exception from the uses of a standard in the HHS Transaction Standards. If this occurs, TRADING PARTNER agrees that it will participate in such test modification (45 CFR Part 162.904[a][4]).
- 5) **Adequate Testing.** The TRADING PARTNER agrees that it will adequately test business rules appropriate to its types and specialties.
- 6) **Deficiencies.** The TRADING PARTNER agrees that it will cure Transaction errors or deficiencies identified by the DCDHS.
- 7) **Incorporation of Modifications to HHS Transaction Standards.** The TRADING PARTNER understands that from time to time HHS may modify and set compliance dates for the HHS Transaction Standards. The TRADING PARTNER agrees it will incorporate by reference into this Agreement any such modifications or changes (45 CFR Part 160.104).
- 8) **Code Set Retention.** Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer (45 CFR Part 162.925(c)(2)).

9) Privacy:

- a) **Protected Health Information (PHI).** The DCDHS and the TRADING PARTNER will comply with all applicable State and Federal privacy statutes and regulations concerning the treatment of PHI.
- b) **Notice of Unauthorized Disclosures and Uses.** The DCDHS and the TRADING PARTNER will promptly notify the other Party of any unlawful or unauthorized use or disclosure of PHI which disclosure may have an impact on the other Party that comes to the Party's attention and will cooperate with the other Party in the event that any litigation arises concerning the unlawful or unauthorized disclosure or use of PHI.
- c) **Injunctive Relief.** The DCDHS retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by TRADING PARTNER, its THIRD PARTY, or any agent, or contractor that received PHI from TRADING PARTNER

10) Security.

- a) **Data Security.** The DCDHS and the TRADING PARTNER will maintain reasonable security procedures to prevent unauthorized access to data, data transmissions, security access codes, envelope, backup files, and source documents. Each Party will immediately notify the other Party of any unauthorized attempt to obtain access to or otherwise tamper with data, data transmissions, security access codes, envelope, backup files, source documents or the other Party's operating system which attempt may have an impact on the other Party.
 - b) **Operating Systems Security.** The DCDHS and the TRADING PARTNER will develop, implement, and maintain appropriate security measures for its own Operating System. The DCDHS and the TRADING PARTNER will document and keep current its security measures. Each Party's security measures will include, at a minimum, the requirements and implementation features set forth in "site-specific HIPAA rule" and all applicable HHS implementation guidelines.
- 11) **Termination of Agreement.** The TRADING PARTNER agrees that the DCDHS has the right to immediately terminate this Agreement if DCDHS determines that the TRADING PARTNER or its THIRD PARTY has violated a material term of this Agreement (45 CFR Part 164.506[e][2][ii][B]).

12) **Choice of Law.** This Agreement shall be governed by the law of the State of Wisconsin.

13) Miscellaneous:

- a) **Binding Nature and Assignment.** This Agreement shall be binding on the Parties hereto and their successors and assigns, but neither Party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
- b) **Notices.** Whenever under this Agreement one Party is required to give notice to the other, such notice shall be deemed given if mailed by First Class United States mail, postage prepaid, and addressed as follows:

HIPAA Transaction Coordinator
Dane County Department of Human Services
1202 Northport Drive
Madison, WI 53704

Trading Partner Contact Information			
Name		Address Line 1	
Address Line 2		(City, State, Zip Code)	
Telephone	Fax	E-mail Address	

Either Party may at any time change its address for notification purposes by mailing a notice stating the change and setting forth the new address.

14) No change, waiver, or discharge of obligations arising under this Agreement shall be valid unless in writing and executed by the Party against whom such change, waiver, or discharge is sought to be enforced.

15) To be completed by Trading Partners using Third Parties:

The TRADING PARTNER hereby certifies that the THIRD PARTY identified below (either a clearinghouse or a billing service) is authorized to exchange EDI transactions on the TRADING PARTNER's behalf. The TRADING PARTNER must also comply with obligations noted in section 3, article a) of this Agreement.

THIRD PARTY INFORMATION	
Third Party Name	
Third Party Address	
Contact Name	
Contact Phone No	

IN WITNESS WHEREOF, the TRADING PARTNER and the DCDHS have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth below.

ORGANIZATION NAME - TRADING PARTNER	
NAME — TRADING PARTNER	TITLE — TRADING PARTNER
SIGNATURE — TRADING PARTNER	DATE SIGNED — TRADING PARTNER
NAME - DCDHS: LYNN GREEN	TITLE - DCDHS: Director
SIGNATURE -DCDHS	DATE SIGNED - DCDHS