

APPENDIX B.6 SAMPLE OF TRADING PARTNER AGREEMENT

INDIAN HEALTH SERVICES (IHS)

Trading Partner Agreement

This Trading Partner Agreement ("Agreement") is made as of _____ 200__ between

Indian Health Services and _____
Trading Partner Name (*please print*) Medicaid ID No.

The Trading Partner intends to conduct transactions with IHS in electronic form. 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. The parties further agree as follows:

1. Unless defined herein, all terms have the same meaning as in the regulations promulgated to implement the Administrative Simplification provisions of HIPAA at 45 CFR Parts 160-164.
2. Each party will take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure, and will take reasonable precautions to prevent unauthorized access of the party's **transmission and processing systems**.
3. 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, except as described in Item 10.
4. The Trading Partner will ensure that each electronic transaction submitted to IHS conforms with the requirements applicable to the transaction. The Trading Partner understands that there may be modifications to the processing system at any time without amendment to this Trading Partner Agreement, but the Trading Partner shall not be required to implement such modifications any sooner than 60 days after publication of the modification, unless a shorter compliance period is necessary to conform to applicable federal law or regulation. IHS may reject any transaction that does not conform to the applicable standard transactions.

5. Before initiating any transmission in HIPAA standard transaction format, and thereafter throughout the term of this Agreement, the Trading Partner will cooperate with IHS and any Business Associates of IHS in such testing of the transmission and processing systems used in connection with IHS as deemed appropriate to ensure the accuracy, timeliness, completeness, and security of each data transmission.
6. **The Trading Partner requests to conduct the following standard transactions with IHS. All of the following standard transactions will be tested pursuant to Paragraph 5.**

Transactions Trading Partner Intends To Submit/Receive		Check All Transactions Requested
270/271	Health Care Eligibility Benefit Inquiry/Response	
277/276	Claim Status Request/Response	
834	Benefit Enrollment and Maintenance	
835	Health Care Claim Payment Advice <i>(You must also contact ACS if you wish to receive an 835 instead of a paper remittance advice).</i>	
837	Professional Claims/Encounter	
837	Dental Claims/Encounter	
837	Institutional Claims/Encounter	
820	Capitation Payment	

7. Trading Partners must be certified for each transaction requested. Please indicate any precertification your agency has obtained

Precertification	Agency or Product Name
Using Provider Electronic Solutions	
Certified by Independent Agency	
Translator Compliance Check	
Utilizing Certified Vendor/Clearing House	
Other (Describe)	

8. 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, retransmission, 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 Individually Identifiable Health Information, nor its obligations regarding the confidentiality of proprietary information.
10. The Trading Partner may authorize one or more intermediaries to electronically send or receive 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 and with the terms of this Agreement. The Trading Partner agrees and represents that it will disclose its provider number, user ID number, password, and any other means that enable data to be transmitted to or received from IHS, only to intermediaries with whom it has such agreements, or whom the Trading Partner has authorized to receive and transmit data on its behalf. The Trading Partner will be bound by and responsible for the acts and omissions of all such persons in the exchange of electronic data with IHS. The Trading Partner shall notify IHS 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 shall not relieve the Trading Partner of any obligations assumed by it under this or any other agreement with IHS, or under applicable law and regulations. The Trading Partner agrees that it will reimburse IHS for any costs IHS incurs that result from any unauthorized use or disclosure by the Trading Partner's personnel or intermediary.
11. The Trading Partner agrees to notify IHS when its relationship with a Medicaid provider terminates or a new Medicaid provider is added. Providers for whom Trading Partner intends to submit transactions (If Trading Partner is a Medicaid provider submitting claims only for itself, you must enter your Name and Medicaid ID # here)

Medicaid Provider Name	Medicaid Provider Number

12. This Agreement shall take effect and be binding on the Trading Partner and IHS when signed by the Trading Partner and received by IHS. This Trading Partner Agreement does not replace or preclude any existing agreements between the Indian Health Service and the Trading Partner. Every Medicaid provider must have an approved Medicaid Provider Agreement and Electronic Claim Submission Agreement in place before any submission of electronic transactions is allowed.

Nothing in this Trading Partner Agreement shall be construed to preclude the provider's responsibilities as outlined in these agreements. 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 Authorized Signature

Title

Printed Name of Signer

Signed This ____ day of _____, 20__

Telephone Number

E-mail Address

IHS Authorized Signature

Title

Printed Name of Signer

Signed This ____ day of _____, 20__

Telephone Number

E-mail Address