



SANDHILLS CENTER

Managing Mental Health, Intellectual/Developmental Disabilities and Substance Abuse Services
910-673-9111 (FAX) 910-673-6202 www.sandhillscenter.org Victoria Whitt, CEO

Trading Partner Agreement

TRADING PARTNER AGREEMENT– Electronic Data Interchange (EDI)

This document constitutes an agreement to the following provisions for exchanging Electronic Data Interchange (EDI) between the Trading Partner and Sandhills Center (SHC).

The Trading Partner agrees:

1. To conform to the requirements for *Administrative Simplifications* as defined in the provisions of the *Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L. 104-91)*, and regulations promulgated there under and to take no action which adversely affects SHC's HIPAA compliance.
2. That it will promptly notify SHC of any and all unlawful or unauthorized disclosures of confidential information or protected health information (PHI) that comes to its attention and will cooperate with SHC in the event any litigation arises concerning the unauthorized use, transfer, or disclosure of either confidential or protected health information.
3. That it will use sufficient security procedures to ensure that all transmissions of documents are authorized and protect all participant-specific data from improper access.
4. That it will ensure that all files transmitted comply with the appropriate national *Electronic Data Interchange (EDI) Transaction Set Implementation Guide, in effect on the date of transmission, as provided by the Health Insurance Portability and Accountability Act (HIPAA) of 1996*.
5. That it will establish and maintain procedures and controls so that information concerning SHC health plan participants or any information obtained from SHC, shall not be used by agents, officers, or employees of the trading partner other than for its sole intended purpose.
6. That the information stated in any EDI Trading Partner Profile(s) submitted with this Agreement, or subsequently is correct and complete.
7. That it will allow SHC 30 days after receipt of written notice from the Trading Partner if there is any change in the trading partner representative or location where electronic transactions are sent.
8. That it is bound by this written agreement to comply with state and federal law, if the trading partner is an intermediary for the billing provider.

SHC agrees:

1. To conform to the requirements for *Administrative Simplifications* as defined in the provisions of the *Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L. 104-91)*, and regulations promulgated there under and to take no action which adversely affects the trading partner's HIPAA compliance.
2. That it will use sufficient security procedures to ensure that all transmissions of documents are authorized and protect all participant-specific data from improper access.

P.O. Box 9, West End, NC 27376
24-Hour Access to Care Line: 800-256-2452
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Moore, Randolph & Richmond Counties



3. That it will ensure that all files transmitted comply with the appropriate national *Electronic Data Interchange (EDI) Transaction Set Implementation Guide, in effect on the date of transmission, as provided by the Health Insurance Portability and Accountability Act (HIPAA) of 1996.*

Both parties agree:

1. That documents will not be considered as received and no responsibility assigned until accessible at the receiving party's computer.
2. That upon receiving any documents, to prepare and transmit a timely response or an acknowledgement of transaction receipt. If acceptance of a document is required, a document is not considered received until an acceptance acknowledgement is returned.
3. To notify the other party within a reasonable time frame if any transmitted data are received in an unintelligible or garbled form.
4. That each party will provide and maintain the equipment, software, services, and testing necessary to transmit and receive documents.
5. To conduct business and perform as required by this agreement and any applicable rules or regulations.
6. That this agreement will remain in effect until terminated by either party with at least 30 days prior written notice. The notice will specify the effective date of termination, but will not affect the obligations or rights of either party prior to the effective date of termination. This agreement is automatically terminated in the event the trading partner is disqualified through a federal administrative action or state action. That any document transmitted according to this agreement will be considered an original and signed when received.

Effect of Termination

1. Except as provided in paragraph (2) of this section or in the contract or by other applicable law or agreements, upon termination of this agreement and services provided by the Trading Partner, for any reason, the Trading Partner shall return or destroy all Protected Health Information received from SHC, or created or received by Trading Partner on behalf of SHC. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Trading Partner. Trading Partner shall retain no copies of the Protected Health Information.
2. In the event that Trading Partner determines that returning or destroying the electronic protected health information is not feasible, Trading Partner shall provide to SHC notification of the conditions that make return or destruction not feasible. Trading Partner shall extend the protections of this agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Trading Partner maintains such Protected Health Information.

Trading Partner Name

Street Address Line 1 (Site/Physical Address, not a P.O. Box)

Street Address Line 2

City, State, Zip Code

Contact Information (Phone Number, email address)

Signature of Applicant or Authorized Individual

Date

Printed Name and Title

Trading Partner's EDI Submitter ID:

Sandhills Center for MH, DD & SAS Receiver ID: SHC303

Please return completed form to:

Sandhills Center for MH, DD & SAS

P.O. Box 9

West End, NC 27376

Attn: EDI Coordinator, Information Technology Department