



**Advanced Health**  
**289 LaClair St, Coos Bay, OR 97420**  
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## **Trading Partner Agreement – Electronic Data Interchange (EDI) Form**

This document constitutes an agreement to the following provisions for exchanging Electronic Data Interchange (EDI) between the Trading Partner (Partner) listed under the Signature heading in this agreement and Southwest Oregon IPA (IPA).

### **Provisions:**

1. Both parties agree to conform to the requirements for Administrative Simplification 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 both parties compliance.
2. Partner agrees that it will promptly notify IPA 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 IPA in the event any litigation arises concerning the unauthorized use, transfer, or disclosure of either confidential or protected health information.
3. Both parties agree that they will use sufficient security procedures to ensure that all transmissions for documents are authorized and protect all participants-specific data from improper access.
4. Both parties agree that they will ensure that all files transmitted comply with the appropriate national Electronic Data Interchange (EDI) Transaction Set Implementation Guide, effective on the date of transmission, as provided by the Health Insurance Portability and Accountability Act (HIPAA) of 1996.
5. Partner agrees that it will establish and maintain procedures and controls so that information concerning IPA health plan participants or any information obtained from IPA, shall not be used by agents, officers, or employees of the trading partner other than for its sole intended purpose.
6. Partner agrees that the information stated in any EDI Trading Partner Profile(s) submitted with this Agreement, or subsequently is correct and complete.
7. Partner agrees that it will allow IPA 30 days after receipt of written notice from the provider if there is any change in the trading partner representative or location where electronic transactions are sent.
8. Partner agrees that it is bound by written agreement with the provider to comply with state and federal law, in the trading partner is an intermediary for the billing provider.
9. Both parties agree that documents will not be considered as received and no responsibility assigned until accessible at the receiving party's computer.

10. Both parties agree that upon receiving any documents, to prepare and transmit a timely response or an acknowledgment of transaction receipt. If acceptance of a document is required, a document is not considered received until an acceptance acknowledgement is returned.
11. Both parties agree to notify the other party within a reasonable time frame if any transmitted data are received in an unintelligible or corrupted form.
12. Both parties agree that each party will provide and maintain their own equipment, software, services, and testing necessary to transmit and received documents.
13. Both parties agree to conduct business and perform as required by this agreement and any applicable rules or regulations.
14. Both parties agree 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 or provider 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 electronically. Neither party will contest the validity or enforceability of signed documents under any applicable law concerning whether certain agreements must be signed in writing or be binding. Neither party will contest the admissibility of copies or signed documents under the business records exception to the hearsay rule, the best evidence rule, or the basis that the signed documents were not originated in documentary form.
15. Both parties agree that neither party will be liable for any special, incidental, exemplary, or consequential damages resulting from any delay, omission, or error in the electronic transmission or receipt of any document.
16. Both Parties agree to attempt to resolve any disputes related to this agreement.

**Signature:**

I am authorized to sign this document on behalf of the indicated party and I have read and agree to the foregoing provisions.

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Trading Partner/Business Name

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Phone Number

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Street Address

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City, State, Zip code

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Signature of Authorized Party

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Title

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Date