

ELECTRONIC TRADING PARTNER AGREEMENT

This Trading Partner Agreement (“Agreement”) is made and entered into on this ____ day of _____, 200__ (the “Effective Date”), by and between _____ (“Trading Partner”), whose provider identifier is _____, and **Teamsters Health & Welfare Fund of Philadelphia and Vicinity (“Fund”)**.

WITNESSETH

WHEREAS, Fund, itself and through any agent it may designate (“Designee”), and Trading Partner desire to electronically exchange information and data in connection with certain healthcare transactions; and

WHEREAS, Fund and Trading Partner want to address certain requirements that are now or will become applicable to the parties under regulations issued pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (as the same may be amended from time to time, "HIPAA") including, without limitation, the Standards for Electronic Transactions (as may be amended from time to time, the "Transaction Regulations"), and the Security Standards (as may be amended from time to time, the "Security Standards").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, Trading Partner and Fund agree to the foregoing and as follows:

1. General Obligations.

1.1 Compliance with Transaction Regulations. Each party shall, and shall cause its applicable subcontractors and agents to, comply with the applicable requirements of the Transaction Regulations and any applicable Implementation Specifications issued therein.

1.2 No Changes. With respect to each Transaction, each party agrees that it will not change any definition, data condition or use of a data element or segment as proscribed in the Transaction Regulations or in the applicable Implementation Specifications. Further, neither party will take any action to change the meaning or intent of the Implementation Specifications.

1.3 No Additions. With respect to each Transaction, each party agrees that it will not add any data elements or segments to the maximum defined data set as proscribed in the Transaction Regulations or in the applicable Implementation Specifications.

1.4 **No Use.** With respect to each Transaction, each party agrees that it will not use any code or data elements that either are marked "not used" or are not in the Transaction Regulations or in the applicable Implementation Specifications.

1.5 **Testing Requirements.** The Provider Companion Guide sets forth the testing requirements that Trading Partner, its contractors or agents must implement or complete prior to submitting any live, production Transactions to Fund, or its Designee. Trading Partner agrees to satisfy these requirements.

1.6 **Communications.** The Provider Companion Guide sets forth specifications for establishing connectivity with, and transmitting Transactions to, Fund or its Designee. Trading Partner agrees to satisfy these requirements.

1.7 **Supplementary Specifications.** The Provider Companion Guide sets forth the current supplementary specifications ("Supplementary Specifications") of Fund with respect to the Transaction Regulations and any applicable Implementation Specifications. Fund shall have the right to amend the Supplementary Specifications or to provide additional supplementary specifications to Trading Partner from time to time (all of which shall constitute Supplementary Specifications for purposes of this Agreement). Trading Partner shall be required to implement such amendments and additions within thirty (30) calendar days following Fund publication of same, unless a shorter period is necessary to conform to applicable laws and/or regulations.

1.8 Security and Privacy Requirements.

(a) Each party will take reasonable care to ensure that the information submitted in each Transaction is timely, complete, accurate and secure, and will take reasonable precautions to prevent unauthorized access to: (i) its own and the other party's transmission and processing systems; (ii) the transmissions themselves; and (iii) the control structure applied to transmissions between them.

(b) 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, and for compliance with the HIPAA Privacy and Security Regulations in its capacity as a Covered Entity or Business Associate of a Covered Entity. 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, re-transmission, or destruction, as the other party directs.

(c) The parties agree to implement and document administrative, physical, and technical safeguards

that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Individually Identifiable Health Information that it creates, receives, maintains or transmits as a Covered Entity or on behalf of Covered Entity, as required by HIPAA, and to ensure that any agent, including subcontractors, to whom it provides such information agrees to implement the same or similar reasonable and appropriate protections for the information.

(d) The parties acknowledge that state and federal laws relating to the security of electronic transmissions and privacy are rapidly evolving and that further amendments to this Agreement may be required to provide for procedures to ensure compliance with such developments. The parties agree to take such action as necessary to implement the standards and requirements of HIPAA, the HIPAA Regulations and other applicable laws relating to the security and confidentiality of health information, as required. If required under applicable laws or regulations, the parties will enter into any additional agreement relating to the electronic exchange of data, privacy of Individually Identifiable Health Information or security of data and will implement such additional requirements as may be specified in applicable laws and regulations including, without limitation, requirements relating to encryption, Public Key Infrastructure (PKI) and other similar technologies.

2. Costs and Expenses. Each party shall be responsible for any and all costs and expenses related to such party's compliance with the Transaction Regulations, any applicable Implementation Specifications and the terms of this Agreement. Further, each party shall be responsible for all costs, charges and fees it may incur in connection with transmitting and receiving Transactions.

3. Term and Termination.

3.1 **Term; Effect of Termination.** This Agreement shall remain in effect until one party provides written notice of termination to the other, which termination shall be effective thirty (30) days following the other party's receipt of the notice. 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.

3.2 **Limitation of Liability.** Neither party (including any Designee of Fund) shall be liable to the other for any direct consequential, incidental, indirect, exemplary, special or punitive damages, regardless of whether the claim giving rise to such damages is based upon breach of warranty, breach of

contract, negligence, tort or other theory of liability, even if a party has been advised of the possibility thereof.

3.3 **Injunctive Relief.** Each party agrees that the remedies at law for any breach by it of the terms of this Agreement shall be inadequate and that monetary damages resulting from such breach are not readily measured. Accordingly, in the event of a breach or threatened breach by a party of the terms of this Agreement, the non-breaching party shall be entitled to immediate injunctive relief.

4. Miscellaneous.

4.1 **Defined Terms.** Capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to them in the Administrative Simplification provisions of HIPAA and the regulations promulgated pursuant to that law.

4.2 **Interpretation.** Any ambiguity in any term or condition of this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA .

4.3 Contact Information for EDI technical assistance and customer service:

Teamsters Health & Welfare Fund	Trading Partner
4 th & Cherry Streets	_____
Philadelphia, PA 19106	_____
Attention: Rodney Wall	_____
Phone No.: 215-931-1138	_____
E-mail: rwall@teamsterfunds.com	Attention: _____
	Phone No.: _____
	E-mail: _____

IN WITNESS WHEREOF, Fund and Trading Partner have caused this Agreement to be signed and delivered by their duly authorized representatives as of the date set forth above.

The Fund

Trading Partner

By: _____

By: _____

Print Name: William J. Einhorn

Print Name: _____

Title: Administrator

Title: _____