

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT**

TRANSACTION STANDARD

TRADING PARTNER AGREEMENT

THIS AGREEMENT is entered into (made part of contract no. _____) on this _____ day of _____, 2003 between Pan-American Life Insurance Company (hereinafter “Pan-American”) and TRADING PARTNER (_____) (“TRADING PARTNER”).

WITNESSETH:

WHEREAS, TRADING PARTNER agrees to perform certain functions or activities for Pan-American that are subject to certain transaction standards; and

WHEREAS, TRADING PARTNER agrees to conduct these transactions according to the limitations set forth in this agreement.

NOW, THEREFORE, PAN-AMERICAN LIFE INSURANCE COMPANY and TRADING PARTNER agree as follows:

- I. 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.
1. **Agreement** shall refer to this document.
 2. **TRADING PARTNER** shall mean [name of organization receiving the Information]
 3. **Contract** shall mean the following agreement(s) between Pan-American and TRADING PARTNER transferring Information].
 4. **HHS Transaction Standard Regulation** shall mean the Code of Federal Regulations at Title 45, Sections 160 and 162.
 5. **Individual** shall mean the person who is the subject of the Information, and has the same meaning as the term “individual” is defined by 45 C.F.R. 164.501.
 6. **Information** shall mean any “health information” provided and/or made available by Pan-American to TRADING PARTNER, and has the same meaning as the term “health information” as defined by 45 C.F.R. 160.102.

7. **Secretary** shall mean the Secretary of HHS and any other officer or employee of the Department of Health and Human Services to whom the authority involved has been delegated.

II. Term. The term of this Agreement shall commence as of the ___ day of _____, 20__ (the “Effective Date”), and shall expire when all of the Information provided by Pan-American to TRADING PARTNER is destroyed or returned to Pan-American.

III. TRADING PARTNER Obligations :

1. **No Changes.** 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 HHSS Transaction Standard Regulation. (ref. 162.915(a))
2. **No Additions.** TRADING PARTNER hereby agrees that for the Information, it will not to add any data elements or segments to the maximum denied data set as proscribed in the JJS Transaction Standard Regulation. (ref. 162.915(b))
3. **No Unauthorized Uses.** TRADING PARTNER hereby agrees that for the Information, it will not to 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 HHSS Transaction Standard’s implementation specifications. (ref. 162.915(C))
4. **No Changes to Meaning Or Intent.** 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. (ref. 162.915(d))
5. **Concurrence For Test Modifications to HHS Transaction Standards.** TRADING PARTNER agrees and understands that there exists the possibility that Pan-American 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 modifications or changes (ref. 160.140)
6. **Incorporation of Modifications to HHS Transaction Standards.** TRADING PARTNER agrees and understands that from time-to-time, HHS may modify and set compliance dates for the HHS Transaction Standards. TRADING PARTNER agrees to incorporate by reference into this Agreement any such modifications or changes. (ref. 160.140)
7. **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, which ever is longer. (ref. 162.925(c)(2))
8. **Property Rights.** The Information shall be and remain the property of Pan-American. TRADING PARTNER agrees that it acquires no title or

rights to the Information, including any de-identified information, as a result of this Agreement.

9. **Termination of Agreement.** TRADING PARTNER agrees that Pan-American has the right to immediately terminate this Agreement and seek relief under the Disputes Article if Pan-American determines that TRADING PARTNER has violated a material term of this Agreement. (ref. 164.506(e)(2)(ii)(B))
10. **Injunctive Relief.** Notwithstanding any rights or remedies provided for in the Disputes Article, COVERED ENTITY retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Information by TRADING PARTNER or any agent, contractor or third party that received Information from TRADING PARTNER.
11. Both parties agree that enrollment information provided by COVERED ENTITY is information that is based upon the latest information available. Change in enrollment status may have changed within 24 hours after notification of eligibility. Should that situation occur, COVERED ENTITY will notify TRADING PARTNER as soon as possible of change in eligibility. COVERED ENTITY will not be responsible for payment of claims of ineligible individuals.

Miscellaneous:

1. **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.
2. **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:

PAN-AMERICAN LIFE INSURANCE COMPANY
601 Poydras Street
New Orleans, LA 70130
504-566-1300
Attn: _____

TRADING PARTNER:

Attn: _____

3. **Good Faith.** The Parties agree to exercise good faith in the performance of this Agreement.

4. **Attorney's fees.** Except as otherwise specified in this Agreement, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this Agreement, each party shall bear their own legal expenses and the other cost incurred in that action or proceeding.

5. **Entire Agreement.** This Agreement consists of this document and any addenda added hereto, and constitutes the entire agreement between the Parties. There are no understandings or agreements relating to this Agreement which are not fully expressed in this Agreement and 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 or discharge is sought to be enforced.

IN WITNESS WHEREOF, TRADING PARTNER and PAN-AMERICAN LIFE INSURANCE COMPANY have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

TRADING PARTNER

PAN-AMERICAN LIFE INSURANCE
COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____