

Drug Utilization Review Program
Trading Partner Agreement

This Trading Partner Agreement (“Agreement”) is made as of _____200____,
between the University of Massachusetts Medical School Drug Utilization Review
Program (DUR) and

_____ (“Trading Partner”).
Trading Partner Name (please print) *Provider No.*

1. The parties agree to exchange electronic transactions including but not limited to prior authorization requests and responses.
2. In exchanging electronic transactions, each party will comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder.
3. Each party will take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure.
4. Each party agrees to prevent unauthorized access to (a) its own and the other party’s transmission and processing systems, (b) the transmissions themselves, and (c) the control structure applied to transmissions between them.
5. Each party agrees to prevent persons with authorized access to its computer systems or to the computers system of the other party from exceeding the scope of their access.
6. Each party agrees to prevent any person from circumventing or attempting to circumvent any security mechanism or procedure applicable to its own or the other party’s computer systems or to data in its possession.
7. The Trading Partner agrees to treat any DUR-supplied user ID or password confidentially.
8. The Trading Partner agrees to require its employees and agents to comply with the terms of this Agreement.
9. 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.
10. When submitting an electronic transaction, the Trading Partner will conform the transaction to the applicable and then-effective DUR Companion Guide.
11. DUR may modify its DUR Companion Guides at any time without amendment to this Trading Partner Agreement, but the Trading Partner shall not be required to implement such modifications sooner than 60 days after publication of the modified Companion Guide, unless a shorter compliance period is necessary to conform to applicable federal law or regulation.
12. DUR may reject any transaction that does not conform to the applicable DUR Companion Guide.
13. Before transmitting any electronic transaction, the Trading Partner will cooperate with DUR in such testing as DUR deems appropriate to ensure the accuracy, timeliness, completeness, and security of each data transmission.
14. Each party is solely responsible for the preservation, privacy, and security of data in its possession and during transmission, until the data are received by the other party.

15. 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.
16. 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 personally-identifiable data nor its obligations regarding the confidentiality of proprietary information.
17. The Trading Partner may authorize one or more intermediaries to electronically send or receive electronic transmission on its behalf. Every such intermediary must first be bound by written agreement with the Trading Partner to comply with applicable law and regulations, with the current applicable DUR Companion Guides, 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 DUR, only to intermediaries with whom it has such agreements, or to members of its workforce, 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 DUR. The Trading Partner shall notify DUR 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 risks or obligations assumed by it under this or any other agreement with DUR, or under applicable law and regulations. The Trading Partner will bear all costs resulting from its use of intermediaries.
18. This Agreement shall take effect and be binding on the Trading Partner and DUR when signed by the Trading Partner and received by the DUR. 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
[manual signature required – no facsimile]

Printed Name of Signer

Date

Telephone Number