

Information Sharing Agreement

For Providers as *HPHConnect* Users and/or EDI Trading Partners

Harvard Pilgrim Health Care (“HPHC”) and Provider are each a “covered entity” as defined by HIPAA (defined below). The requirements outlined herein shall apply where Provider requests that HPHC provide access to Confidential Information (defined below) in connection with treatment, payment, and health care operations under HIPAA.

Definitions

APPLICABLE LAWS means all applicable federal and state laws and regulations concerning the confidentiality of health care information and its transmission, including HIPAA.

AUTHORIZED USERS shall mean employees and agents of Provider with a need to know Confidential Information, and who have been authorized by Provider to have access to Confidential Information.

CONFIDENTIAL INFORMATION shall mean information obtained from or on behalf of HPHC, whether oral or recorded, that relates to HPHC, its members, clients, personnel, network of health care providers, or any other party with which it has business dealings, including, but not limited to: rate information; members’ personal and health information (including PHI as defined below); providers’ Tax Identification Numbers (TINs), which may be Social Security Numbers; and corporate information (including financial and contractual arrangements). In addition, Confidential Information shall include any information that would be understood to be confidential by a reasonable person, whether or not it is marked as confidential.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act, and as may be amended thereafter, and regulations promulgated thereunder.

PROTECTED HEALTH INFORMATION or “PHI” shall have the meaning given to the term under HIPAA, including, but not limited to, 45 C.F.R. Section 160.103.

Confidentiality and Security

Provider acknowledges and agrees that it is responsible for compliance with any provider agreements with HPHC and Applicable Laws and shall only access, use, or disclose the Confidential Information to conduct its business as a HIPAA defined covered entity, in accordance with Applicable Laws. Provider shall employ reasonable safeguards, as required by HIPAA and Applicable Laws, to prevent any unauthorized access, use or disclosure of the Confidential Information. Provider will immediately notify HPHC of any incident of which it becomes aware related to the security of HPHC’s systems.

Substance Use Disorder Information

Provider acknowledges that some Confidential Information may be protected by federal regulations under 42 C.F.R. Part 2 *et. seq.*, which prohibit disclosure of certain identifiable substance use disorder information without the express written consent of the individual to whom it pertains or as otherwise permitted by such regulations, and that it and its subcontractors are bound by 42 C.F.R. Part 2, *et. seq.*, upon receipt of such substance use disorder information.

Authorized Users

Provider understands that it retains ultimate responsibility for the actions and use of the Confidential Information by its Authorized Users and that it is responsible for ensuring that its Authorized Users understand and comply with the obligations set forth herein. Upon access to *HPHConnect*, Authorized Users must accept HPHC’s Website and Mobile Application Terms of Use. Provider shall limit Authorized Users to those having a need to access the Confidential Information and must inform HPHC of any change to its Authorized Users.

Miscellaneous Terms

SUBCONTRACTORS

If Provider engages any subcontractor who has a need for access to Confidential Information directly from HPHC, then any such subcontractor will be required to complete a separate *HPHConnect* or EDI enrollment prior to being given such access.

LIMITATION OF LIABILITY

To the full extent allowed by applicable law, HPHC and its directors, officers, employees, affiliates, subsidiaries, successors and assigns, and third-party agents will not be liable, directly or indirectly, for any damages, whether direct, incidental, consequential, special or punitive, for any reason arising from or relating to Provider's use or disclosure of any Confidential Information, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise.

TERMINATION

Provider acknowledges that HPHC may terminate Provider's access to *HPHConnect* at any time for any reason.

PUBLICATION HISTORY

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| 02/01/22 | reviewed; administrative updates; policy name updated to "Trading Partner Information Sharing Agreement" |
| 03/20/24 | reviewed; updated introductory language, confidentiality and security, definitions and miscellaneous terms |