

Business Partner Agreement

This Data Reporting Security Agreement (“Agreement”) is made as of _____ between the Health Safety Net (“HSN”) and _____ Date

Business Partner Company Name (please print)

Type of Entity (Hospital, Community Health Center, etc.)

This Agreement describes the terms and conditions by which the Data Reporter will submit data through HSN’s website.

Section 1: Definitions

In this Agreement, the following terms have the following meanings:

Agreement Administrator — The person designated by the Data Reporter that will manage User access to HSN-INET for the Data Reporter. This person will request new User accounts and manage existing User accounts.

Data Reporter — Entities required by regulation to report information to HSN.

HSN-INET — HSN’s Internet website that collects information from Data Reporters and allows Users to download reports related to the information submitted.

Patient-Level Data — Data required to be submitted to HSN by regulation that includes patient-level data elements that either solely or in combination with other data elements jeopardize patient privacy and that are protected from disclosure by HIPAA, M.G.L. c. 66A, the Fair Information Practices Act. Patient-level data includes, but is not limited to, detailed information about a person (name, SSN, medical record number, date of birth, etc.).

SENDS — The **Secure Encryption aNd Decryption Software** application provided by HSN to the Data Reporter to encrypt files and decrypt reports.

SENDS+ — A different version of the Secure Encryption aNd Decryption Software application provided by HSN to the Data Reporter to encrypt files and decrypt reports – specific for the Insurance Carrier Group.

User — A person authorized by the Data Reporter to submit data to HSN through HSN-INET that has executed an HSN-INET User Agreement and to which HSN has granted access to HSN-INET. A User may be a Data Reporter employee or contractor, or an employee of a Data Reporter contractor or intermediary.

User Agreement — The Agreement executed between Data Reporter and their employee(s) or representative(s) that they are aware and will abide by the terms and conditions of use the Data Reporter agrees to in this agreement. A sample User Agreement attached as Attachment A to provide a basic template.

Section 2: Responsibilities of the Parties

The parties agree as follows:

The Data Reporter will use HSN-INET to submit data to HSN. The Data Reporter will require each User to execute a User Agreement. The Data Reporter will retain the original User Agreement for each User they allow access to HSN-INET. User Agreements must be signed to ensure staff is aware of their security obligations. HSN retains the right to view this agreement upon request. The Data Reporter will notify HSN immediately of any termination of INET users.

The Data Reporter will authorize access to at least one Agreement Administrator. The Agreement Administrator representing the Data Reporter will authorize access to the HSN-INET only to individuals that need to submit or retrieve data required during the routine course of business. The Data Reporter will institute appropriate password controls for the Data Reporter and will ensure, at a minimum, that each User (i) accesses HSN-INET using only his or her own unique user ID and password, and (ii) will not share this information with any other person. The Data Reporter will immediately notify HSN when a User is no longer authorized to access HSN-INET due to resignation, termination, or breach of a term of this Agreement or the User Agreement or have the Agreement Administrator delete the User account.

HSN will approve access to HSN-INET to each User the Agreement Administrator requests. Data Reporter must encrypt data containing patient-level data using SENDS before submitting such data.

Confidential Data Reporting Security Agreement

Data Reporter shall maintain a firewall and constantly run anti-virus software to prevent the input or uploading of any viruses or other disabling or malicious code capable of disrupting or disabling computer hardware or software.

The Data Reporter will retain a copy of any data submitted via HSN-INET sufficient to enable it to resubmit if the original submission is lost or destroyed before it is processed by HSN.

The Data Reporter is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from HSN. Use of an intermediary shall not relieve the Data Reporter of any risks or obligations assumed by it under this Agreement, or under applicable law and regulations. The Data Reporter agrees:

- (a) not to copy, disclose, publish, distribute, or alter any data, data transmission, or the control structure applied to transmissions, or use them for any purpose other than the purpose for which the Data Reporter was specifically given access and authorization by HSN;
- (b) not to obtain access to any data, transmission, or HSN's systems by any means or for any purpose other than as HSN has expressly authorized the Data Reporter; and
- (c) if the Data Reporter receives data not intended for receipt by the Data Reporter, the Data Reporter will immediately notify HSN to arrange for its return or resubmission as HSN directs. After such return or resubmission, the Data Reporter will immediately delete all copies of such data remaining in its possession.

Each party will take reasonable steps to ensure that the information submitted in each electronic transmission is timely, complete, accurate, and secure, and will take reasonable precautions 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.

Each party agrees to notify the other party immediately upon discovery that an employee or agent, including any User, has breached the Agreement or any provision of this Agreement. Such notification will include the identity of such individuals and the nature of the breach. HSN shall have the right to conduct an audit of Data Reporter during normal working hours to determine if Data Reporter is in compliance with the terms of this Agreement. HSN may

terminate this Agreement, and the Data Reporter's access to HSN-INET, at any time if it determines that the Data Reporter is not in compliance with the terms of this Agreement.

Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic transmissions to, or receiving electronic transmissions from, the other party. Each party will provide and maintain at its own expense the personnel, equipment, software, training, services, and testing necessary to implement the requirements of this Agreement.

This Agreement will expire when the Data Reporter notifies HSN in writing that it will no longer submit to nor should it receive data from HSN-INET, or upon termination by HSN. Termination of this Agreement will not relieve the Data Reporter of its obligations under this Agreement with respect to HSN data received by the Data Reporter before the effective date of the termination.

The signer of this agreement must be legally authorized to sign on behalf of the Data Reporter's company. Preferably, the signer should be the Data Reporter's Chief Operating Officer or Chief Financial Officer.

Data Reporter Information

(HSN) Administrator Information

Printed Name of Authorized Data Reporter Date

Printed Name of Authorized HSN Administrator

Title of Authorized Data Reporter

Title of HSN Administrator

Telephone Number

Telephone Number

E-mail Address

E-mail Address

Address

Address

City, State, Zip Code

City, State, Zip Code

Federal Employer Identification Number

I _____ hereby designate the following employee as the Agreement Administrator for the aforementioned Data Reporting entity. This person will have the authority to add, modify, and delete users for our entity as well as reset passwords for the use of HSN-INET. I will immediately notify HSN of any changes in this person's employment status with our company.

Print User Name: _____

E-mail Address: _____

User Phone: _____

HSN may contact the Agreement Administrator listed above including, but not limited to, providing the Agreement Administrator with instructions and assist them in getting started in their role.