

# EXECUTIVE OFFICE OF HEALTH AND HUMAN SERVICES COMMONWEALTH OF MASSACHUSETTS OFFICE OF MEDICAID, HEALTH SAFETY NET 100 HANCOCK STREET QUINCY, MA 02171



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#### **FY22 Outpatient Hospital Claim Resweep**

HSN identified outpatient hospital claims for HSNFY2022 which paid at a lower FY21 rate. HSN will reprocess these claims in March 2023 and impacted claims will be included in March 2023 remit files. These remediated claims will be reflected and adjudicated against FY22 shortfall calculation.

Provider questions should be directed to the HSN help desk at <a href="mailto:hsnhelpdesk@state.ma.us">hsnhelpdesk@state.ma.us</a> or 1-800-609-7232.

#### **Claim Waiver Requests – MMIS Integration**

Due to the implementation of a new claims database system, any outstanding claims beyond 90 days that your facility has not billed to the HSN must be received by MassHealth no later than **April 30, 2023**. This is to ensure that all claims older than 90 days are adjudicated accordingly <u>prior</u> to the implementation go live date sometime in late 2023. <u>Any claims submitted for processing after the HSN waiver termination will deny at **MMIS** for "timely filing" the same denial facilities currently receive for claims submitted beyond the filing limit.</u>

Please note, once HSN has migrated into MMIS, HSN will follow the same timeline rules as **MassHealth** for billing waivers; HSN will no longer consider any 3-year billing waiver requests.

If you have any questions, please feel free to contact Angela Gizzi, HSN Operations Manager via email at angela.gizzi@mass.gov.

#### **Updated Portal Agreements**

During the Spring/Summer 2023 Health Safety Net (HSN) will be replacing INET. Prior to replacing INET, HSN would like to proactively set up potential users within the updated OnBase system. Please find attached the HSN Provider Notice, the updated HSN User Agreement and the updated HSN Business Partner Security Agreement. If you have any questions regarding the updated forms, please email <a href="https://hsn.ncbase@mass.gov">https://hsn.ncbase@mass.gov</a>.

For any questions about this billing update, please contact the HSN Customer Service line at 800-609-7232 or by email at <a href="https://example.com/HSNHelpdesk@state.ma.us">HSNHelpdesk@state.ma.us</a>.

#### **Attention HSN Providers:**

Prior to the implementation of a new Claims Database System, the Health Safety Net (HSN) will also be replacing INET, our current self-service Provider Portal. During the Spring/Summer 2023 all functions currently performed within INET will now be accessible within the new replacement system, OnBase. An official launch date is being finalized.

For HSN to ensure that your organization or designated resource has proper Virtual Gateway access to the OnBase application, HSN is requesting information needed from your facility, billing intermediary and/or billing company.

Attached is the current Health Safety Net Partner Portal User Agreement along with the current HSN Business Partner Security Agreement which must be completed by any facility requesting access to the OnBase application. In addition, any facility utilizing a billing intermediary and/or billing company will also need to ensure that the attached documentation is completed accordingly. Please forward the completed documentation to the following email address: <a href="https://example.com/hease@mass.gov">https://example.com/hease@mass.gov</a> for processing.

**Note:** Both the User Agreement and Business Partner Security Agreement documents are only valid on an individual user level. Both documents must be completed for each individual user requesting access to OnBase.

Please ensure to utilize the attached documents provided. Documents currently available on our website are not yet updated but will be at a later date.

#### Please submit your required documentation no later than March 17, 2023.

HSN facilities with questions/concerns can also email <a href="https://example.com/HSN-Onbase@mass.gov">HSN-Onbase@mass.gov</a> and we will get back to you. Please note, outside agencies who have a contract with an HSN facility(s), will need to contact those facility(s) directly with questions or issues due to contract communication restrictions.

Additional communications will be distributed in the coming months as more details on the implementation become available.

Thank you in advance for your cooperation.

Health Safety Net

## Health Safety Net Partner Portal User Agreement

As an Employe	ee of		
	(Name of HSN Hospital or	Community Health Center)	MassHealth Provider ID / Service Location(s) (PID/SL)
	Note: If more than one prov	rider is applicable, please attach and su	bmit a list of all providers affiliated with this agreement.)
		OR	
As an Employe	ee of a Contractor o	F	
		(List name of Billing Intermediary)	MassHealth Provider ID / Service Location(s) (PID/SL

I will be allowed to access HSN Partner Portal by the Health Safety Net (HSN), within the Office of Medicaid, Executive Office of Health and Human Services.

(Note: Please attach and submit a list of all providers affiliated with this agreement.)

I acknowledge that the following terms and conditions will apply to my access and use of the HSN Partner Portal system and agree to comply with, and be bound by, the foregoing terms and conditions. I acknowledge that HSN may alter or amend the following terms and conditions at any time and that continued use of the HSN Partner Portal will signify acceptance of such new terms and conditions.

- 1. Privacy and Confidentiality of Personal Information; Restrictions on Use:
  - 1.1. I will use the HSN Partner Portal only to the extent and for the purposes for which I have been granted access by HSN.
  - 1.2. I will not attempt to access or look at HSN Partner Portal data other than for what is required to perform my job and for which I have received permission to access.
  - 1.3. I will not seek to access any personal information of others unless I have received express consent to do so and will not falsely represent to the system the existence of such consent.
  - 1.4. I will respect and protect the privacy and security of the personal information in the HSN Partner Portal system. Such protection may include protection pursuant to federal and state law, and I acknowledge that I may be responsible for compliance with such laws for data I access, download, print, use, or otherwise handle.
  - 1.5. I will only use data I receive from the HSN Partner Portal as expressly permitted and only in furtherance of my job.
  - 1.6. I will only print, download, and/or manipulate data I receive from the HSN Partner Portal as expressly permitted and only in furtherance of my job.
  - 1.7. I will not upload or submit any data or information that contains viruses or any other computer code, corrupt files, or is otherwise designed to interrupt, destroy, or limit the functionality or disrupt any software, hardware, telecommunications, networks, servers, or other equipment.
  - 1.8. I will not engage in any activity that interferes with another user's access to the HSN Partner Portal system or the proper operation of the HSN Partner Portal system.
  - 1.9. I will not share any data I receive from the HSN Partner Portal with others unless doing so is necessary to perform essential work functions.
  - 1.10. I will not disclose any data that I receive from the HSN Partner Portal to any third party unless I have specific written permission from my supervisor or the legal order of a court.
  - 1.11. I will discuss data I receive from the HSN Partner Portal with others only as required to perform my job and will ensure that I minimize the potential of such conversation being overheard, such as by conducting such conversations only in secure areas.
- 2. Account; Security; Username and Password:
  - 2.1. I will not disclose my HSN Partner Portal user ID and password to any other person. I acknowledge that my username and password are non-transferrable.
  - 2.2. I acknowledge that I am entirely responsible for maintaining the confidentiality of my username and password and for any and all activity that occurs under my account.

- 2.3. In using the HSN Partner Portal, I will not impersonate any person or entity.
- 2.4. I acknowledge that neither HSN nor any other instrumentality of the Commonwealth will ask me for my password in an unsolicited phone call or e-mail. However, HSN may ask me for my password during the course of performing customer support for me.
- 2.5. I acknowledge that when I am finished with the HSN Partner Portal and related sites that are password protected, that I should ensure that I am logged-out and exit the page.
- 2.6. I will:
  - 2.6.1. use my best efforts and to take all steps reasonably necessary to prevent unauthorized access to, use of, or disclosure of my username, password or of my account or any data in my account, including anyone's personal information. The Commonwealth may regard any instructions to be from me if they are received from or issued by any party using or providing my username and password;
  - 2.6.2. notify HSN both orally and in writing as soon as possible about any unauthorized access to, use of, or disclosure of my password, data, or anyone's personal information; and
  - 2.6.3. take such measures, in consultation with HSN Partner Portal system administrators as are reasonably necessary to mitigate or address any unauthorized access to, use of, or disclosure of such information.
- 2.7. I will not attempt to circumvent the security systems of the HSN Partner Portal system or associated systems.
- 2.8. I will not attempt to gain unauthorized access to services, materials, other accounts, computer systems, or networks connected to the HSN Partner Portal system or associated systems.
- 3. Ownership of Data; Termination of Use; Governing Law:
  - 3.1. I understand that the Health Safety Net (HSN) retains ownership of all data that resides in the HSN Partner Portal.
  - 3.2. I understand that the HSN and the Commonwealth reserve the right to exercise complete control over the access, use, disclosure, and disposition of the personal information in the HSN Partner Portal system.
  - 3.3. Administrators of the HSN Partner Portal may monitor system activity in order to ensure the confidentiality, integrity, and availability of the HSN Partner Portal system.
  - 3.4. My use of the HSN Partner Portal system constitutes my express consent to monitoring, inspection, and/or copying of all activity and personal information that I view, create, or receive during my use of the HSN Partner Portal system.
  - 3.5. Nothing contained herein shall be construed to waive any rights or remedies that the Commonwealth possesses in the event of unauthorized access to, use of, or disclosure of any information I may access.
  - 3.6. The HSN or the Commonwealth may terminate any User's access to the HSN Partner Portal system at any time, with or without cause, without notice, and without penalty. None of the foregoing shall be construed (1) to relieve me of any of the responsibilities imposed by this User Agreement or by applicable law or, (2) to waive any rights or remedies that HSN or the Commonwealth may possess in the event of unauthorized access to or use of the HSN Portal system.
  - 3.7. Any actions arising out of my access to the HSN Partner Portal system shall be governed by the laws of Massachusetts and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

#### 4. Disclaimer

The HSN Partner Portal System is provided by HSN on an "as is" and "as available" basis. HSN makes no representations or warranties of any kind, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement of third-party rights or intellectual property. I expressly agree that my use of this HSN Partner Portal system is at my sole risk. HSN does not warrant that the information in the HSN Partner Portal system is accurate, reliable, up to date, or correct, that the HSN Partner Portal system will be available at any particular time or location, or that the HSN Partner Portal system is free of viruses or other harmful components. The content may include technical inaccuracies or typographical errors, and HSN may make changes or improvements at any time. I, and not HSN, assume the entire cost of all necessary servicing, repair, or correction in the event of any loss or damage arising from the use of the HSN Partner Portal system or its content. HSN makes no warranties that my use of the content will not infringe the rights of others and assumes no liability or responsibility for errors or omissions in such content.

#### 5. Limitation of Liability

Neither HSN nor the Commonwealth is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of my access to, or use of, the HSN Partner Portal system or the operation of the HSN Partner Portal system or failure of the HSN Partner Portal system to operate. In no event shall HSN be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages or any damages whatsoever, even if HSN has been previously advised of the possibility of such damages, whether in an action in contract, negligence, or any other theory, arising out of or in connection with the use, inability to use or performance of the information, services, products, and materials available from this HSN Partner Portal system. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. My acceptance of this limitation of liability is an essential term of this agreement and the parties acknowledge that HSN would not grant access to the HSN Partner Portal system without my agreement to this term.

By signing below, I hereby acknowledge I have read the above terms and conditions and agree to be bound thereby as a condition of access to and use of HSN Partner Portal.

Required Information					
Please print and do not use abbreviations.					
☐ Mr. ☐ Ms. ☐ Mrs. ☐ Dr. Name:					
Company Name and Department:					
Work Mailing Address:					
E-mail Address: (Required to send User ID and Password information)					
Work Telephone:	Work Fax:				
User Signature:	Date:				
Manager Signature:	Date:				
User's HSN Partner Portal Web Security Items – Required					
City or Town of Birth:					
Pass phrases (please select a pass phrase below):					
☐ Favorite singer       ☐ Favorite pet's name         ☐ Favorite vacation location       ☐ Favorite teacher's na         ☐ Favorite sports team       ☐ Anniversary date         ☐ Favorite hobby	☐ Father's middle name ☐ First child's middle name ☐ Make, model, and year of first car				
Pass phrase answer:					
Pass phrases are used by the Help Desk staff to ensure they are speaking with the correct person. When an HSN Partner Portal User calls for assistance and requires using confidential information or sensitive issues, the Help Desk will use pass phrases as a means to confirm the identity of the caller.					

Check the type of access for this User Agreement.

User Profile (check one)	Functions
☐ Web Administrator	The person responsible for HSN Partner Portal Administration (requests and maintains web user accounts via paper forms). Also has the ability to submit information, download, edit, view, and print reports.
☐ Web Submitter	Ability to submit information, download, edit, view, and print reports.

☐ Web Submitter	Ability to submit information, download, edit, view, and print reports.		
Submissions			
Please check below only the submission that	at the User will submit or have access to under this Agreement:		
<ul> <li>Emergency Room Bad Debt Evidence</li> <li>HSN Medical Hardship Application</li> <li>HSN Confidential Minor Application</li> <li>HSN Domestic Violence Application</li> <li>ERBD Referred Eligibility</li> </ul>	(ERBD) Form		
<ul> <li>☐ HSN Hospital Remittance</li> <li>☐ HSN Professional Remittance</li> <li>☐ HSN Dental Remittance</li> <li>☐ Hospital Pharmacy POPS Remittance</li> <li>☐ CHC Pharmacy POPS Remittance</li> </ul>			
<ul><li>☐ HSN Quarterly Surcharge Report &amp; Unr</li><li>☐ Health Safety Net (HSN) Monthly Top P</li></ul>	matched Payer Report (aka HSN Surcharge Provider Report): Hospitals Only ayer/Insurer Surcharge payment		
☐ HSN Supplementary Monthly Report He	ealth Safety Net		

### **HSN Business Partner Security Agreement**

This Data Reporting Security Agreement ("Agreement") (a Health Safety Net ("HSN") and	ka HSN Business Partr	ner Security Agreement) is made as of	_between th
Business Partner Company / Billing Intermediary Name	(Please Print)	MassHealth Provider ID / Service Location	on(s) (PID/SL)
Type of Provider Entity (Hospital / Community Health Cen	ter)	MassHealth Provider ID / Service Locati	on(s) (PID/SL)
This Agreement describes the terms and conditions by wh	nich the Data Reporter	will submit data through HSN's website.	
Section 1: Definitions			

#### 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 Partner Portal 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 Partner Portal** — 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.).

**User** — A person authorized by the Data Reporter to submit data to HSN through HSN Partner Portal that has executed an HSN Partner Portal User Agreement and to which HSN has granted access to HSN Partner Portal. 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 Partner Portal 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 Partner Portal. 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 HSN Partner Portal 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 Partner Portal 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 Partner Portal 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 Partner Portal 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 Partner Portal to each User the Agreement Administrator requests.

#### **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 Partner Portal 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 Partner Portal, 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 Partner Portal, 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.

Billing Intermediary Information (Data Reporter)	HSN Provider: HSN Administrator Information
Printed Name of Authorized Data Reporter Date	Printed Name of Provider's Authorized HSN Administrator
Title of Authorized Data Reporter (e.g. Billing Intermediary Manager's Title)	Title of HSN Administrator (e.g. CEO, CFO, Other Title)
Telephone Number of Data Reporter	Telephone Number
E-mail Address of Data Reporter	E-mail Address of HSN Administrator
Address	Address
City, State, Zip Code	City, State, Zip Code
Federal Employer Identification Number	Signature of HSN Administrator of Provider
hereby designate the control of Authorized Data Reporter)	I he following employee as the " <b>Agreement Administrator"</b> for the
aforementioned Data Reporting entity. This person will have the authentity as well as reset passwords for the use of HSN Partner Portal. I Administrator's employment status with our company.	· · · · · · · · · · · · · · · · · · ·
Print User Name of Agreement Administrator:	
E-mail Address of Agreement Administrator:	
Agreement Administrator's Telephone:	

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.