

Health Safety Net INET Partner Portal Business Access Agreement

This **Health Safety Net INET Partner Portal Business Access Agreement** (“Agreement”) between the Health Safety Net (HSN) and the signatories listed below (“INET Partners”) captures the terms and conditions under which HSN will grant access to and permit the INET Partners to exchange data through the HSN INET Partner Portal (“Partner Portal”).

This Agreement is entered as of date \_\_\_\_\_ (MM//DD/YYYY) between the Health Safety Net ("HSN") and

Business Associate Company / Billing Intermediary Name (Please Print)	OrgID	MassHealth Provider ID / Service Location(s) (PID/SL)
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Covered Entity Name (Hospital / Community Health Center)	OrgID	MassHealth Provider ID / Service Location(s) (PID/SL)
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Please select the type of claim to be filed on behalf of the Provider:

☐ 837I Institutional Claim

☐ 837P Professional Claim

## 1. Terms and Definitions

When used in this agreement, the following terms have the following definitions:

**The HIPAA Rules** – Federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, 45 C.F.R. Parts 160, 162, and 164.

**Business Associate** – A person or entity that performs functions or activities that involve the use or disclosure of protected health information (PHI) on behalf of a covered entity (e.g., Billing Intermediary, Clearinghouse).

**Provider** – the Covered Entity, an acute care hospital or community health center, as defined in 101 CMR 613.02.

**Partner Portal** – HSN’s INET Partner Portal is a secure Internet website through which an INET Partner submits information to HSN and allows Users to download reports related to the information submitted by their organization.

**INET Partner** – The Provider and Provider’s Business Associate, or other entity authorized by HSN, who has entered into this agreement with HSN and signed below.

**Primary User** – The person designated by an INET Partner to manage their access to the Partner Portal. This person may request new User accounts or updates to existing accounts on behalf of the INET Partner.

**User** – An employee or contractor of an INET Partner authorized to act on a Provider's behalf, who has executed an HSN Partner Portal User Agreement and to whom HSN has granted access to its HSN INET Partner Portal.

**User Agreement** – The Health Safety Net (HSN) INET Partner Portal User Agreement executed between the HSN and a User.

The terms used in this agreement have the same meaning as the HIPAA Rules: Business Associate, Covered Entity, Health Care Operations, Payment, Protected Health Information (PHI), Security Incident, Treatment, and Workforce.

## 2. Acknowledgments and Responsibilities

- 2.1. HSN provides INET Partners access to the Partner Portal, which facilitates the exchange of PHI for a Provider's Treatment, Payment, or Health Care Operations activities.
- 2.2. The INET Partners acknowledge that they must always comply with the HIPAA Rules regarding PHI submitted to or retrieved from the Partner Portal.
- 2.3. HSN will approve access to the Partner Portal for new Users at the request of the INET Partner's Primary User unless HSN determines, in its sole judgment, that doing so may compromise the privacy or security of the PHI in HSN's possession or HSN believes that the INET Partner has violated this agreement.

- 2.4. The INET Partners are solely responsible for the preservation, privacy, and security of data in their possession, including data in transmissions received from HSN. Use of a Business Associate shall not relieve any INET Partner of any risks or obligations it assumes under this Agreement or applicable law and regulations.
- 2.5. If an INET Partner obtains data not intended or authorized for its use, it will immediately notify HSN to arrange for the return, resubmission, or deletion as HSN directs. After such return or resubmission, the INET Partner will immediately delete all copies of such data remaining in its possession.
- 2.6. 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 all precautions to prevent unauthorized access to (i) its own and the other party's transmission and processing systems, (ii) the transmissions themselves, and (iii) the control structure applied to transmissions between them.
- 2.7. Each party agrees to notify the other party immediately upon discovery that a 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.
- 2.8. HSN monitors access to the Partner Portal. There is no expectation of privacy while using the Partner Portal. HSN will audit portal use to determine compliance with the terms of this Agreement.
- 2.9. 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, except to the extent HSN incurs costs as the result of a Security Incident experienced by the Business Associate that was not reported to HSN within 24 hours of the Business Associate becoming aware of such an incident. 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.
- 2.10. The INET Partner shall:
  - 2.10.1. Appoint at least one Primary User to manage User requests for access by INET Partner Workforce members. Have each User sign the HSN INET Partner Portal User Agreement before accessing PHI.
  - 2.10.2. Retain the original User Agreement for each Primary User and subsequent User for whom the Primary User has requested access to the Partner Portal.
  - 2.10.3. Supply HSN with any or all User Agreements for all past or present Users upon request by HSN.
  - 2.10.4. Ensure that Users use their assigned user ID and password, that Users do not share their user ID or password, and that no access is attempted by a User using someone else's User ID or password.
  - 2.10.5. Notify HSN immediately of any User who no longer requires access to the HSN Partner Portal so HSN can terminate the User's access to the HSN Partner Portal.
  - 2.10.6. Retain a copy of any data submitted via the HSN Partner Portal sufficient to enable resubmission if required.
  - 2.10.7. 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 HSN specifically gave the INET Partner access and authorization, and,
  - 2.10.8. Not to access any data, transmission, or HSN's systems by any means or for any purpose other than as HSN has expressly authorized.
  - 2.10.9. Notify HSN of any Security Incident that may impact the electronic exchange of information between the Business Associate and HSN within 24 hours of becoming aware of such an incident.

### 3. Termination

- 3.1. HSN retains the right to terminate the access of any User or Business Associate if HSN believes, in its judgment, that termination is necessary to protect the privacy or security of any information in HSN's possession or in any system HSN manages or that a Business Associate is not in compliance with the terms of this Agreement.
- 3.2. This Agreement will expire when the Business Associate notifies HSN in writing that it will no longer submit data to nor should it receive data from the HSN Partner Portal or for reasons that require termination by HSN. Termination of this Agreement will not relieve the Business Associate of its obligations under this Agreement concerning HSN data received by the Business Associate before the effective date of the termination.

### 4. Execution: Signatures of Parties

The individuals signing this agreement must have the legal authority to sign on behalf of the Business Associate and the Provider, respectively. Ideally, the Provider's signer should be the organization's Chief Operating Officer or Chief Financial Officer.

#### On Behalf of Business Associate Organization

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Name of Organization	Date
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Name of Authorized Personnel

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Job Title

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Telephone

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Email

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Organization Address

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City, State, Zip Code

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Federal Employer Identification Number

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Business Associate Authorized Signature

I hereby also designate the following employee as the **Primary User** for the aforementioned Business Associate. I will immediately notify HSN of any changes in this **Primary User's** employment status with our organization.

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Primary User Full Name

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Primary User E-mail Address

#### On Behalf of HSN Provider

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Name of Provider	Date
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Name of Authorized Personnel

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Job Title (e.g., CEO, CFO, Other Title)

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Telephone

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Email

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Provider Address

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City, State, Zip Code

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Federal Employer Identification Number

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Provider Authorized Signature

NOTE: HSN may contact the Primary User listed above, including, but not limited to, providing the Primary User with instructions and assisting them in getting started in their role.