

# Health Safety Net INET Partner Portal User Agreement

As an Employee of \_\_\_\_\_

Name of HSN Facility (Hospital or Community Health Center)

Org ID\*

MassHealth Provider ID / Service Location(s) (PID/SL)

OR

As an Employee / Contractor of \_\_\_\_\_

Enter the name of Billing Intermediary/Company

Org ID\*

MassHealth Provider ID / Service Location(s) (PID/SL)

**\* Note:** Please attach and submit a list of all provider Org IDs related to this agreement as needed.

I, the undersigned, hereby acknowledge that I will be granted access to the Health Safety Net (HSN) INET Partner Portal system ("Partner Portal") to facilitate the exchange of data related to Treatment, Payment, or Healthcare Operations on behalf of the HSN INET Partner named above.

I acknowledge that the following terms and conditions apply to my access and use of the Partner Portal system. I understand that any information I receive from the Partner Portal is confidential and governed by state and federal law, including, without limitation, the privacy and security regulations established under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the terms of the HSN INET Partner Portal Access Agreement entered into by my employer. I recognize that HSN may change or amend these terms and conditions at any time and that continued use of the Partner Portal will signify acceptance of any new terms and conditions.

## 1. Privacy and Confidentiality of Protected Health Information (PHI); Restrictions on Use

- 1.1. I will use the Partner Portal only for work-related purposes, for which HSN has granted me access, and at the direction of my employer.
- 1.2. I will only use data I receive from the Partner Portal as expressly permitted and only in furtherance of my job.
- 1.3. I will only print, download, and/or manipulate data I receive from the Partner Portal as expressly permitted and only in furtherance of my job.
- 1.4. I will discuss data I receive from the Partner Portal with others only as required to perform my job.
- 1.5. I will not seek to access any personal information unless I have received express consent from authorized personnel to do so and will not falsely represent to the system the existence of such consent.
- 1.6. I acknowledge that I am responsible for compliance with HIPAA and any other laws protecting the privacy or security of the information to which I have access.
- 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 interfering with another user's access to the Partner Portal system or its proper operation.

## 2. Account; Security; Username and Password

- 2.1. I acknowledge that my username and password are non-transferable, and I will not disclose my Partner Portal user ID and password to anyone else.
- 2.2. I acknowledge that I am entirely responsible for maintaining the confidentiality of my username and password and for all activity occurring under my account.
- 2.3. In using the Partner Portal, I will not impersonate any person or entity or use or attempt to use any other person's user ID and password.
- 2.4. I acknowledge that neither HSN nor any other Commonwealth entity will ask me for my password in an unsolicited phone call or email.
- 2.5. I will participate in online sessions to enable HSN customer support activities as the HSN staff deems necessary.
- 2.6. I acknowledge that when I am finished with the Partner Portal and related password-protected sites, I will ensure that I am logged out and exit the page.
- 2.7. I will immediately notify my employer if I believe my account may have been compromised or to report unauthorized access to, use of, or disclosure of my password.
- 2.8. I acknowledge that I am responsible for any activity occurring under my user ID, unless I report to my employer and HSN staff that my account has been compromised.
- 2.9. I will cooperate with system administrators to mitigate or address any unauthorized access to my account or access that violates this agreement.
- 2.10. I will not attempt to circumvent Partner Portal security measures or the security of the associated systems.
- 2.11. I will not attempt to gain unauthorized access to services, materials, other accounts, computer systems, or networks connected to the Partner Portal or associated systems.

## 3. Ownership of Data, Termination of Use, and Governing Law

- 3.1. I understand that the HSN retains ownership of all data in the Partner Portal.
- 3.2. I understand that HSN reserves the right to exercise complete control over the access to personal information in the Partner Portal.
- 3.3. I understand that administrators of the Partner Portal monitor system activity.
- 3.4. My use of the Partner Portal system constitutes my express consent to monitoring, inspecting, and copying all activity, including the personal information I view, create, or receive during that use.
- 3.5. I understand that HSN may terminate any User's access to the Partner Portal system at any time, with or without cause, without notice, and without penalty.
- 3.6. In the event of termination, I understand that such termination does not (1) relieve me of any of the responsibilities imposed by this User Agreement or by applicable law or (2) 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 or violations of this agreement.
- 3.7. Any actions arising from my access to the Partner Portal system shall be governed by Massachusetts laws and brought and maintained in a state or federal court in Massachusetts, which shall have exclusive jurisdiction thereof.

#### 4. Disclaimer

HSN provides the Partner Portal system 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 Partner Portal system is at my sole risk. HSN does not warrant that the information in the Partner Portal system is accurate, reliable, up to date, or correct, that the Partner Portal system will be available at any particular time or location, or that the 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 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 of Massachusetts is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of my access to, or use of, the Partner Portal or the operation of the Partner Portal or failure of the Partner Portal 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 Partner Portal. These limitations shall apply notwithstanding any failure of the 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 Partner Portal system without my agreement to this term.

#### 6. User Profile (Required)

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 Partner Portal.

Please print and do not use abbreviations; note that all fields are required.

<input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. User Name: _____ Job Title: _____	
(Please provide middle name initial)	
Organization Name and Department: _____	
Work Mailing Address / City / State / Zip: _____	
_____	
E-mail Address: _____	
(E-mail address is required for HSN to send User ID and Password information)	
Work Telephone: _____	Work Fax: _____
User Signature: _____	Date: _____
Print User Name: _____	
HSN Facility Manager Signature: _____	Date: _____
Print Facility Manager Name: _____	Job Title: _____

## 7. User's HSN INET Partner Portal Web Security Items (Required)

### 7.1. User Authentication

City or Town of Birth:_____		
Passphrases (please select a passphrase below):		
<input type="checkbox"/> Favorite singer	<input type="checkbox"/> Favorite pet's name	<input type="checkbox"/> Father's middle name
<input type="checkbox"/> Favorite vacation location	<input type="checkbox"/> Favorite teacher's name	<input type="checkbox"/> First child's middle name
<input type="checkbox"/> Favorite sports team	<input type="checkbox"/> Anniversary date	<input type="checkbox"/> Make, model, and year of first car
<input type="checkbox"/> Favorite hobby		
Passphrase answer:_____		
The Help Desk staff uses passphrases to ensure they speak with the correct person. When a Partner Portal User calls for assistance and requires confidential information or sensitive issues, the Help Desk uses passphrases to confirm the caller's identity.		

### 7.2. User Authorization (Please Select One Role)

User Role (check one)	Functions
<input type="checkbox"/> Partner Portal Primary User	The user is responsible for the Partner Portal administration on behalf of the HSN INET Partner. This user role can request and maintain web user accounts, in addition to submitting information, downloading, viewing, and printing reports.
<input type="checkbox"/> Partner Portal Submitter	This user role can submit information, download, view, and print reports as authorized.

### 7.3. User Privileges

Please check below only the submissions that the User will submit or have access to under this Agreement:

<input type="checkbox"/> HSN 837-I Institutional Claims	<input type="checkbox"/> HSN Medical Hardship Application
<input type="checkbox"/> HSN 837-P Professional Claims	<input type="checkbox"/> HSN Confidential Minor Application
<input type="checkbox"/> Denial HSN Claims	<input type="checkbox"/> HSN Domestic Violence Application
<input type="checkbox"/> Emergency Room Bad Debt Evidence (ERBD) Form	<input type="checkbox"/> ERBD Referred Eligibility
<input type="checkbox"/> Special Circumstances: Bad Debt Application	
<input type="checkbox"/> HSN Hospital Remittance	<input type="checkbox"/> Hospital Pharmacy POPS Remittance
<input type="checkbox"/> HSN Professional Remittance	<input type="checkbox"/> CHC Pharmacy POPS Remittance
<input type="checkbox"/> HSN Dental Remittance	
<input type="checkbox"/> HSN Quarterly Surcharge Report (aka HSN Surcharge Provider Report): Hospitals Only	
<input type="checkbox"/> Health Safety Net (HSN) Monthly Top Payer/ Insurer Surcharge payment: <u>Insurers Only</u>	
<input type="checkbox"/> HSN Supplementary Monthly Report Health Safety Net	