

Health Safety Net INET (HSN-INET) User Agreement

As an employee of _____
(If more than one provider is applicable, please attach and submit a list of all providers affiliated with this agreement)

OR

as an employee of a contractor of _____
(Please attach and submit a list of all providers affiliated with this agreement)

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

I acknowledge that the following terms and conditions will apply to my access and use of the HSN-INET 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-INET 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-INET 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-INET 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-INET 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 HSN-INET 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-INET 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-INET system or the proper operation of the HSN-INET system.
- 1.9. I will not share any data I receive from HSN-INET with others unless doing so is necessary to perform essential work functions.
- 1.10. I will not disclose any data that I receive from HSN-INET 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 HSN-INET 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-INET 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-INET, 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-INET 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-INET 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-INET 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-INET 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 HSN-INET.
- 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-INET system.
- 3.3. Administrators of the HSN-INET may monitor system activity in order to ensure the confidentiality, integrity, and availability of the HSN-INET system.
- 3.4. My use of the HSN-INET 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-INET 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-INET 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-INET system.
- 3.7. Any actions arising out of my access to the HSN-INET 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-INET 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-INET system is at my sole risk. HSN does not warrant that the information in the HSN-INET system is accurate, reliable, up to date, or correct, that the HSN-INET system will be available at any particular time or location, or that the HSN-INET 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-INET 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-INET system or the operation of the HSN-INET system or failure of the HSN-INET 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-INET 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-INET 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-INET.

Required Information

Please print and do not use abbreviations.

<input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> Mrs. <input type="checkbox"/> Dr. Name: _____		Job title: _____
(Please provide middle name initial)		
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 INET Web Security Items – required

City or town of birth: _____		
Pass phrases (please select a pass phrase 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		
Pass phrase answer: _____		
Pass phrases are used by the Help Desk staff to ensure they are speaking with the correct person. When an INET 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
<input type="checkbox"/> Data reporter's INET administrator	The person responsible for HSN-INET Administration (requests and maintains web user accounts via paper forms). Also has the ability to submit information, download (including SENDS encryption), edit, view, and print reports.
<input type="checkbox"/> Data reporter's individual INET user	Ability to submit information, download, edit, view, and print reports.

Submissions

Check only the submission that User will submit or have access to under this Agreement.

- HSN 837-I (Institutional) Claims *
- HSN 837-P (Professional) Claims*
- HSN 837-D (Dental) Claims*

- Denial HSN 837-I (Institutional) Claims **
- Denial HSN 837-P (Professional) Claims**
- Denial HSN 837-D (Dental) Claims**)

- Emergency Room Bad Debt Evidence (ERBD) Form***
- HSN Special Circumstances Application
- HSN Medical Hardship
- HSN Confidential Minor
- HSN Domestic Violence
- ERBD Referred Eligibility

- HSN Hospital Remit
- HSN Professional Remit
- HSN Dental Remit
- Hospital POPS Remit
- CHC POPS Remit
- HSN Community Health Center (CHC) Response File

- HSN Quarterly Surcharge Report
- Health Safety Net (HSN) Monthly Top Payer/Insurer Surcharge payment

- Patient Centered Medical Health Initiative (PCMHI) Efficiency and Cost Reports
- HSN PCMHI Patient Reports Health
- HSN PCMHI Payment Remittance Health

- HSN Supplementary Monthly Report Health Safety
- Trauma Registry

* HSN = Health Safety Net

** When claims are submitted electronically (837) by a clearinghouse (BI), the Denials/Validation Reports must be downloaded and distributed by the (BI).

***Must be registered for HSN 837-I (Institutional) Claims to access this form.