



*Executive Office of Health and Human Services*  
*Virtual Gateway*  
**EOHHS Virtual Gateway Services Agreement**

This AGREEMENT is entered into by and between the Commonwealth of Massachusetts, Executive Office of Health and Human Services ("EOHHS") and the undersigned organizational entity ("Entity") of the Commonwealth's EOHHS Virtual Gateway Services ("Virtual Gateway").

1. This Agreement states certain terms that apply to Entity's access to the EOHHS Virtual Gateway Services. Entity agrees to comply with, and be bound by, this Agreement and to use the EOHHS Virtual Gateway Services only for authorized purposes.
2. Entity agrees to ensure that its employees, contractors, and agents that use the Virtual Gateway are aware of, and comply with, this Agreement (including any Riders, Attachments, and Amendments) and applicable state and federal laws concerning the confidentiality and security of information that is created, modified, accessed or received through the Virtual Gateway. Entity is responsible for ensuring that its employees, contractors, and agents comply with all instructions and requirements regarding online application forms, tools, and services available through the EOHHS Virtual Gateway, and use such online application forms, tools, and services only for the purposes for which they are intended. EOHHS agrees to provide Entity with timely information and updates regarding the use of the Virtual Gateway for which the Entity has been authorized, including but not limited to changes in forms, tools and services.
3. Entity must designate one or more individuals to serve as its Access Administrator(s). The Access Administrator must be a member of the Entity's staff in the direct control of the Entity. The Access Administrator shall be responsible for communicating to the EOHHS Virtual Gateway the identity of the individual end users (including employees, contractors, agents, and Business Associates) authorized to access the Virtual Gateway on Entity's behalf (each, "End User" and collectively, the "End Users"). The Access Administrator shall: (1) provide EOHHS with such information as it may require for each End User; (2) ensure that all information submitted to EOHHS about each End User is current, accurate, and complete; (3) notify EOHHS promptly of any End User whose access rights must be terminated, for example when an End User leaves the employment of the User; and (4) take such actions as EOHHS may direct or require to ensure the security of the EOHHS Virtual Gateway. Upon receipt from the Access Administrator of all End User information required by this Agreement and any exhibits or amendments thereto, and any additional information that EOHHS may deem necessary to assign such access rights to End Users, the EOHHS Virtual Gateway shall assign individual account information and access instructions directly to each End User within 5-7 business days. Information regarding End Users shall be maintained in secure files at EOHHS. Nothing in this Agreement shall be construed to limit EOHHS's right to deny access rights to any End User for any reason provided EOHHS serves notice within 5-7 business days to Entity of such actions, unless in view of the Virtual Gateway security requires immediate termination. If End User access rights are terminated without notice for security reasons, EOHHS will notify the Entity of such action within 5-7 business days.

EOHHS will allow Users with multiple divisions, departments, and/or facilities to designate such additional Access Administrators as EOHHS deems appropriate. Entity must notify EOHHS in writing of any change in status of any Access Administrator within 5-7 business days of the change. The Entity must execute a new "Designation of Access Administrator" form for each new Access Administrator. EOHHS will provide to the Entity, within 5 business days of receipt of the new Access Administrator's designation form, any information needed related to the change in Access Administrators.

EOHHS reserves the right to terminate any Entity's or End User's right to access the EOHHS Virtual Gateway Services, or to terminate the Access Administrator designation, at any time, with or without cause, without notice and without penalty. None of the foregoing shall be construed: (1) to relieve Entity of responsibility for the acts and omissions of its End Users; (2) to relieve Entity of any of the responsibilities imposed by this Agreement or



*Executive Office of Health and Human Services*  
*Virtual Gateway*  
**EOHHS Virtual Gateway Services Agreement**

- by applicable law; or (3) to waive any rights or remedies that EOHHS possesses in the event of unauthorized access to or use of the EOHHS Virtual Gateway Services.
4. EOHHS and the organizations and individuals that use the Virtual Gateway are required by law to protect the privacy and security of personal information in the Virtual Gateway. Any use of the EOHHS Virtual Gateway Services to create, modify or access or receive information about an identifiable individual, for example by querying, may make Entity a "Holder" of "Personal Data" as those terms are defined in the Massachusetts Fair Information Practices Act (M.G.L. c. 66A) ("FIPA"). To the extent Entity becomes a Holder of Personal Data, Entity agrees to comply with FIPA and with all other applicable state and federal laws, including, if applicable and without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). All Personal Data that Entity creates, modifies, accesses or receives from the Virtual Gateway is the exclusive property of EOHHS. EOHHS reserves all of its rights to exercise complete control over the access, use, disclosure, and disposition of Personal Data. Entity agrees to certify to EOHHS, upon request, that in its use of Personal Data it is in compliance with this Agreement. Entity is responsible for limiting access to Personal Data obtained from the Virtual Gateway to those employees, contractors, and agents that need such information in furtherance of the purposes for which EOHHS intends the Virtual Gateway to be used or as permitted by appropriate applicant consent documented in the manner directed by EOHHS.
  5. Each party is solely responsible for the preservation, privacy, and security of information in its possession, including information in transactions received from the other party and other persons. If either party receives from the other information not intended for it, the receiving party will immediately notify the sender to arrange for its return, re-transmission, or destruction. Both parties agree: (a) to use their best efforts and to take all steps reasonably necessary to prevent unauthorized access to, use of, or disclosure of Personal Data; and (b) to take such measures as are reasonably necessary to mitigate or address any unauthorized access to, use of, or disclosure of Personal Data. None of the foregoing shall be construed to waive any rights or remedies that either party may possess in the event of unauthorized access to, use of, or disclosure of Personal Data
  6. Any actions arising out of this agreement 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.
  7. It is specifically agreed between the parties that failure of any of the parties to insist upon compliance of any provisions herein at any time shall not waive such compliance with such provision at any other time. No waiver by any party of any default or breach hereunder by the other shall constitute a waiver of any subsequent default or breach.
  8. The parties do not intend by this Agreement to create any enforceable rights in debtors, third parties or other similarly situated persons. Any benefits flowing to debtors, third parties or others as a result of this Agreement are merely incidental, and all rights, obligations, benefits and duties are enforceable solely by the parties hereto.
  9. This Agreement is in addition to, and not in place of, other agreements that entity has entered into with EOHHS or its agencies.
  10. Unless otherwise specified, any notice required by this agreement or other documents related to the use of the Virtual Gateway shall be in writing and shall be deemed given when delivered to either party or deposited in the U.S. Mail, first class, postage pre-paid, and when addressed as follows:



Executive Office of Health and Human Services  
Virtual Gateway  
EOHHS Virtual Gateway Services Agreement

To EOHHS:

EOHHS Virtual Gateway Operations – Deployment  
1 Ashburton Place, Room 1109  
Boston, Massachusetts 02108

To Entity (Legal Organization Name & Address):

Robert H. Baevsky, MD  
Baystate Medical Center  
759 Chestnut St.  
Springfield, MA 01199

11. This Agreement shall commence and shall continue in effect until terminated by either party by written notice given to the other party thirty days prior to the intended termination date. EOHHS may discontinue or suspend the provisions of this Agreement immediately without notice if it determines that any term of this Agreement has been violated

IN WITNESS WHEREOF, the parties have caused their authorized representatives to sign below to indicate their acceptance of the terms and conditions of this Agreement.

**Entity/Organization (to be completed by an authorized representative)**

Robert H. Baevsky, MD  
Entity Name (Legal Organization Name)

Robert H. Baevsky, MD  
Doing Business As (DBA)

60191  
Entity (Legal Organization) FEIN or Tax ID#

Robert H. Baevsky  
Authorized Representative Signature

Robert H. Baevsky, MD  
Authorized Representative Print Name

Robert H. Baevsky, MD  
Authorized Representative Print Title

12/23/2013  
Date



The Commonwealth of Massachusetts  
 Executive Office of Health and Human Services  
 Department of Public Health  
 Registry of Vital Records and Statistics  
 150 Mount Vernon Street, 1<sup>st</sup> Floor  
 Dorchester, MA 02125-3105

DEVAL L. PATRICK  
 GOVERNOR

JOHN W. POLANOWICZ  
 SECRETARY

CHERYL BARTLETT, RN  
 COMMISSIONER

Tel: 617-740-2600  
 Fax: 617-740-2711  
 www.mass.gov/dph/rvrs

**VIP USER AGREEMENT**

**Terms and Conditions for Access or Use of the Massachusetts Department of Public Health's Vitals Information Partnership System and Electronic Vital Records**

This VIP User Agreement must be signed by all individuals who seek authorization to use the Vital Information Partnership System (VIP), which application is owned and controlled by the Massachusetts Department of Public Health (MDPH) Registry of Vital Records and Statistics (RVRS) and under the supervision of the State Registrar.

The VIP has been designed to allow individuals, as authorized by the State Registrar and consistent with his instructions, to use VIP to perform one or more of the following functions:

- enter data elements required for and associated with the reporting of birth, fetal death and death occurrences and associated data elements required by MDPH for administrative, research and statistical purposes under M.G.L. c.111 § 24B into an electronic statewide vital records data base owned and controlled by RVRS;
- register births and deaths in the statewide vital records data base;
- enter data elements required for voluntary acknowledgment of parentage into the statewide vital records data base;
- record voluntary acknowledgment of parentage in the statewide vital record data base;
- amend records maintained in the statewide vital records database; and
- issue certified copies of vital records from the statewide vital records data base.

For purposes of this Agreement, the term Confidential Data means: any individually identifiable data, including but not limited to medical and demographic data that: 1) establishes or reveals the identity of the data subject or is readily identified with the data subject, including, but not limited to, name, address, telephone number, social security number, health identification number, or date of birth, or 2) provides a reasonable basis to believe that the data could be used, either alone or in combination with other information, to identify a data subject. Confidential Data includes any personal data required for or associated with birth and death reporting and registration and voluntary acknowledgement of parentage under applicable state and federal law. In addition for purposes of this Agreement, Confidential Data includes any information required to be supplied for administrative, research and statistical purposes under G.L. c.111 §24B.

USER NAME Robert H. BAEVSKY  
 TITLE Physician  
 EMPLOYER BAYSTATE MEDICAL CENTER  
 FUNERAL HOME LICENSEE TYPE N/A  
 TELEPHONE 413-794-0000  
 EMAIL ROBERT.BAEVSKY@BHS.ORG



I seek authorization by the State Registrar to access or use VIP in my functional role as:

- An employee, agent or contractor of MDPH RVRS whose job function is directly connected to the administration of vital records and the collection and tabulation of vital statistics.
- An employee or contractor of a Massachusetts medical facility, physician's or medical examiner's office that is mandated by state law to report births, fetal deaths, deaths, acknowledgments of parentage and confidential data to MDPH RVRS and whose job responsibilities are directly related to such reporting.
- A city or town clerk or the Boston Registrar, boards of health or other government agencies or an employee of said agencies whose job responsibilities include vital registration, administration of vital records or the collection, tabulation and reporting of vital statistics to MDPH RVRS.
- An employee, agent or contractor of a Funeral Home whose job responsibilities include completing and filing the death certificate.
- Other, as approved by the State Registrar.

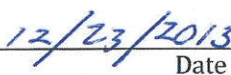
I understand that I must apply and be given authorization to use the Virtual Gateway, as a pre-requisite to obtaining authorization and a password to access or use VIP.

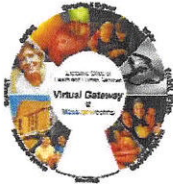
As a VIP User, I agree that:

1. I will access and/or use VIP only as required to perform my job duties as specified above.
2. I will not share my VIP User ID and/or password with any person or entity. I will not use another person's VIP User ID and/or password to access VIP.
3. I will not share any Confidential Data I enter into or receive from VIP with others unless such sharing is necessary to perform my job duties or as permitted by law.
4. I will only access VIP from my work-issued computer. I will not access VIP from any personal equipment or device.
5. I will not access VIP from a computer which is in a public area. I will position my screen so that Confidential Data on the screen is not visible to others, and I will log off or lock my computer when stepping away from my workstation.
6. I will not put any Confidential Information from VIP on an individual computer hard drive or on any portable media (e.g. CD, thumb drive).
7. I will not email or otherwise transmit any Confidential Information from VIP over the internet, except via VIP.
8. I will immediately report any privacy or security incidents or breaches, including unauthorized transmissions, to the RVRS VIP Helpdesk.
9. If I am a Designated VIP Access Administrator, I will only create, disable or otherwise manage VIP User IDs as authorized by the State Registrar. I will immediately notify the RVRS VIP Helpdesk when a VIP User is terminated or his/her job responsibilities otherwise change so that access to VIP can be terminated.
10. I understand that any willful and knowing disclosure of confidential information to unauthorized persons is in violation of the law and may subject me to legal penalty.

**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 VIP.**

  
VIP User Signature

  
Date



Executive Office of Health and Human Services  
Virtual Gateway  
Access Administrator Designation Form

All organizations requesting access to the Virtual Gateway must complete, sign, and return this information to the Virtual Gateway.

Virtual Gateway Business Service(s): VIP/VITALS

Legal Organization Name: <u>Robert H. Baevsky, MD</u>	
Street Address: <u>759 Chestnut Street</u>	
City, State, Zip Code: <u>Springfield, MA 01199</u>	
Phone Number: <u>413-794-3343</u>	Fax Number: <u>413-794-8070</u>

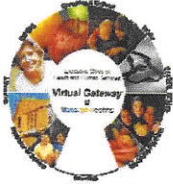
Access Administrator Profile Information	
Name: <u>Robert Baevsky, MD</u>	Check <i>one</i> box to either designate an individual as an Access Administrator or remove him/her if they no longer function as an Access Administrator. <input checked="" type="checkbox"/> Designate* <input type="checkbox"/> Remove
Email Address: <u>Robert.Baevsky@OHS.ORG</u>	
Work Phone Number: <u>413-794-3343</u>	
*Access Administrator's Signature: (For designated AA only) By signing this form, you agree to have read and accepted the terms and conditions applicable to Access Administrators as specified in the Access Administrator Designation Form.	

Access Administrator Profile Information	
Name:	Check <i>one</i> box to either designate an individual as an Access Administrator or remove him/her if they no longer function as an Access Administrator. <input type="checkbox"/> Designate* <input type="checkbox"/> Remove
Email Address:	
Work Phone Number:	
*Access Administrator's Signature: (For designated AA only) By signing this form, you agree to have read and accepted the terms and conditions applicable to Access Administrators as specified in the Access Administrator Designation Form..	

Access Administrator Profile Information	
Name:	Check <i>one</i> box to either designate an individual as an Access Administrator or remove him/her if they no longer function as an Access Administrator. <input type="checkbox"/> Designate* <input type="checkbox"/> Remove
Email Address:	
Work Phone Number:	
*Access Administrator's Signature: (For designated AA only) By signing this form, you agree to have read and accepted the terms and conditions applicable to Access Administrators as specified in the Access Administrator Designation Form.	

Entity/Organization Approval Signature		
	<u>Robert H. Baevsky</u>	<u>12/23/2013</u>
Authorized Representative Signature	Print Name	Date





*Executive Office of Health and Human Services*  
*Virtual Gateway*  
**Access Administrator Designation Form**

As specified in the EOHHS Virtual Gateway Services Agreement entered into by and between the Commonwealth of Massachusetts, Executive Office of Health and Human Services (“EOHHS”) and the undersigned organizational entity (the “Entity”), the Entity hereby designates the individual identified on the corresponding Access Administrator Designation Form to act as the Entity’s Access Administrator (s).

The Access Administrator must be a member of the Entity’s staff in the direct control of the Entity. The Access Administrator shall be responsible for communicating to the EOHHS Virtual Gateway Administrator the identity of the individual end users (including employees, contractors, agents and Business Associates) authorized to access EOHHS Virtual Gateway Services on Entity’s behalf (each, an “End User” and collectively, the “End Users”). The Access Administrator shall: (1) provide EOHHS with such information as it may require for each End User; (2) ensure that all information submitted to EOHHS about each End User is current, accurate, and complete; (3) notify EOHHS promptly of any End User whose access rights must be terminated, for example when an End User leaves the employment of the Entity; and (4) take such actions as EOHHS may direct or require to ensure the security of the Virtual Gateway. Upon receipt from the Access Administrator of all End User information required by this Agreement and any exhibits or amendments thereto, and any additional information that EOHHS may deem necessary to assign such access rights to End Users, the EOHHS Virtual Gateway Administrator shall assign individual account information and access instructions directly to each End User within 5-7 business days.

Entity must notify EOHHS in writing of any change in its Access Administrator designation within 5-7 business days of the change. The Entity must execute a new “Access Administrator Designation” form for each new Access Administrator. EOHHS has the right to terminate the rights of any Access Administrator and to require the Entity to designate a new Access Administrator. Notwithstanding authorization by an Access Administrator, EOHHS reserves the right to terminate any authorized user’s access to the Virtual Gateway at any time, with or without cause, without notice and without penalty.

**Entity/Organization (to be completed by an authorized representative)**

Robert H. Baevsky, MD  
Entity Name (Legal Organization Name)

\_\_\_\_\_  
Doing Business As (DBA)

60191  
Entity (Legal Organization) FEIN or Tax ID#

Robert H. Baevsky  
Authorized Representative Signature

Robert H. Baevsky, MD  
Authorized Representative Print Name

Robert H. Baevsky, MD  
Authorized Representative Print Title

12/23/2013  
Date

**Mail to:**  
**EOHHS Virtual Gateway Operations – Deployment**  
**1 Ashburton Place, Room 1109**  
**Boston, MA 02108**

**Instructions:**

1. All non-role fields are required.
2. Fill in form, put an "X" in the column with the requested action.
3. Save document as YourOrganizationName\_MMDDYY.
4. Email completed form to: [vgprojectteam@massmail.state.ma.us](mailto:vgprojectteam@massmail.state.ma.us)

PLEASE SUBMIT ONE FORM PER EMAIL

Questions? Call the EOHHS Virtual Gateway Customer Service  
 PHONE 800-421-0938  
 TTY 617-847-8578

**Vitals Information Processing (VIP)  
 User Request Form (URF)**



First Name	MI	Last Name	4-Digit PIN* (Personal Identification Number)	MMDD of Birth	Work E-mail Address	Work Phone #	VG Role Name: VIP USER										Check One											
							Birth Facility Users	City or Town Users	Funeral Home Users	Board of Health Users	Medical Certifier Users	Medical Examiner Users	Registry of Vital Records and Statistics (RVS) Users	RVS Customer Service Group (used for issuance)	RVS Statistical Group	RVS Registration	RVS Amendments	DSE	Selftest	RVS Administration	New User	Modify Existing User	Deactivate Existing User	Deactivate Existing User from VIP	Deactivate Existing User from the Virtual Gateway			
Robert	H	Baevsky	####	MMDD	<a href="mailto:Robert.Baevsky@BHS_ORG">Robert.Baevsky@BHS_ORG</a>	413-794-3343	Birth Hospital Group	City/Town Customer Service Group (used for issuance)	City/Town Clerk Group**	Funeral Home Data Entry	Funeral Home Director Group	Burial Agent Group	Medical Data Entry Group	Medical Certifier Group	Medical Examiner Data Entry Group	Medical Examiner Group	RVS Customer Service Group (used for issuance)	RVS Statistical Group	RVS Registration	RVS Amendments	DSE	Selftest	RVS Administration	New User	Modify Existing User	Deactivate Existing User	Deactivate Existing User from VIP	Deactivate Existing User from the Virtual Gateway

\* Select a 4 digit Personal Identification Number (PIN). The user may be asked to provide this number to identify himself/herself when calling Virtual Gateway Customer Service. It must be 4 numbers (0-9) and be something that can be remembered, but not easily guessed. 1234 and 0000 may not be used.

\*\*If a user has City/Town Clerk Group privileges they will have Customer Service Group privileges by default

I HEREBY CERTIFY THAT I AM THE DULY AUTHORIZED ACCESS ADMINISTRATOR FOR MY ORGANIZATION OR AGENCY, AND THAT ALL OF THE INFORMATION I AM PROVIDING TO VIRTUAL GATEWAY OPERATIONS IS ACCURATE AND COMPLETE.

Access Administrator Name	Robert H. Baevsky	Organization Full Name	Robert H. Baevsky, MD
Access Administrator Email Address	Robert.Baevsky@BHS.ORG	Organization ID Number	60191
Access Administrator Telephone	413-794-3343	Date	12/23/13