FHI End-User Agreement

- Tested week of September 11
- Live – week of September 18
  - Rolled out by User Types
Welcome, Fannie
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Welcome, Fannie

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## Documents

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THE PERINATAL RISK ASSESSMENT SINGLE POINT OF ENTRY AND CLIENT TRACKING SYSTEM END USER AGREEMENT

IMPORTANT NOTICE TO USER – PLEASE READ CAREFULLY

YOU MAY NOT ACCESS THE PERINATAL RISK ASSESSMENT SINGLE POINT OF ENTRY AND CLIENT TRACKING SYSTEM (PRA|SPECT SYSTEM) UNLESS YOU FIRST REVIEW AND ACCEPT THE TERMS AND CONDITIONS OF THIS END USER AGREEMENT (“AGREEMENT”) BY CLICKING ON “I AGREE” AT THE BOTTOM OF THIS FILE. AFTER REVISING THE TERMS AND CONDITIONS BELOW, PLEASE ACKNOWLEDGE YOUR AGREEMENT BY CLICKING ON “I AGREE”, OR THAT YOU DECLINE THIS AGREEMENT BY CLICKING ON “I DO NOT AGREE” AT THE BOTTOM OF THIS FILE. YOU CANNOT OBTAIN ACCESS TO THE SITE UNLESS YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BY CLICKING ON “I AGREE.”

TERMS AND CONDITIONS

1. PRA|SPECT, Family Health Initiative (“FHI”), a private nonprofit subsidiary of the Southern New Jersey Perinatal Cooperative provides access to the PRA|SPECT System to you (“User”), subject to the obligations and restrictions set forth herein.

2. Use of PRA|SPECT System. The PRA|SPECT System is designed to integrate the needs of prenatal providers, Medicaid Managed Care Organizations, and community organizations that rely on the prenatal risk assessment form (“PRA Form”) to provide early and accurate identification of prenatal risk factors and to reduce the administrative burden on busy obstetric practices. The Community Health Assessment (CHA) tool is completed by community agencies and is designed to be a formative assessment tool to determine individual risk factors and is mapped to a designated Central Library/Hub for distribution to a local agency whose referral for Community Based Services is denied by the client. The CHA also acts to coordinate and reduce duplication of services. Information from the PRA and CHA Forms may be entered into the PRA|SPECT System through online entry by Users, by Users facing the PRA Forms to FHI for data entry, by Users facing the CHA to Central Library/Hub for data entry, so a combination of three users.

3. Security Requirements of the PRA|SPECT System. FHI cares about the integrity and security of information in the PRA|SPECT System and uses commercially reasonable physical, administrative, and technical safeguards to preserve the integrity and security of such information. User agrees to protect the security of the PRA|SPECT System by complying with the following requirements:
Choose one of the following.

☐ I DO NOT AGREE.

☐ I AGREE.
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TERMS AND CONDITIONS

1. **Prenatal Health Information (“PHI”), a private company subsidiary of the Southern New Jersey Maternal Cooperative provides access to the PRA|SPECT System to you ("User"), subject to the obligations and restrictions set forth herein.

2. **The PRA|SPECT System.** The PRA|SPECT System is designed to integrate the use of general providers, Medicaid Managed Care Organizations, and community organizations that rely on the prenatal risk assessment form ("PRA Form") to promote early and accurate identification of perinatal risk factors and to reduce the administrative burden on busy obstetric practices. The Community Health Screening (CHS) tool is completed by community agencies and is designed to be a uniform assessment tool to determine individual risk factors and is modeled to a standardized Community Health Index (CHI) for distribution to health care providers to identify risk factors and guide clinical decision-making. The CHS tool is also designed to include and reduce duplication of services. Information from the PRA and CHS Forms may be entered into the PRA|SPECT System through online entry by Users, by Users Imaging the PRA Forms to the CHS for the data entry, by Users accessing the CHS in Central Index ("CHI") for data entry, or by a combination of these means.

3. **Security Requirements of the PRA|SPECT System.** PHI cares about the integrity and security of information in the PRA|SPECT System and uses commercially available physical, administrative, and technical safeguards to preserve the integrity and security of such information. User agrees to protect the security of the PRA|SPECT System by complying with the following requirements:
OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE PERSPECT SYSTEM.

11. Termination/Access Revocation. PHS reserves the right, in its sole discretion and without prior notice, to limit or terminate User’s access to the PERSPECT System, or any portion thereof, at any time without liability. Upon termination for any reason or no reason, User continues to be bound by the terms of this Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between User and PHS and governs User’s use of the PERSPECT System, superseding any prior agreements between User and PHS. User also may be subject to additional terms and conditions that may apply when User uses affiliated sites or software.

13. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey, without regard to choice of law provisions.

14. Assignment. This Agreement and any rights and licenses granted herein, may not be transferred or assigned by User, but may be assigned by PHS without restriction. Any attempted transfer or assignment by User in violation thereof shall be void and null.

15. Waiver. No waiver by either party of any breach of this Agreement is to be construed as a waivory of any subsequent breach.

The failure of PHS to assert or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

Choose one of the following.

- I DO NOT AGREE.
- I AGREE.
Welcome, Fannie
You have no required Training or Documentation to complete. Please logout and log back into the system.
PRA|SPECT
Perinatal Risk Assessment
Single Point of Entry and Client Tracking System

COMMUNICATING WITH FHI
FHI Staff are available during business hours to answer questions and address problems

Email
PRA@snjpc.org

Phone
856.665.6000

Business Hours
9am - 5pm Monday-Friday

PRENATAL CARE PROVIDERS
To access training schedule and resource materials (Click Documents > Click Prenatal Care Providers)

MANAGED CARE ORGANIZATIONS
To access training schedule and resource materials (Click Documents > Click Managed Care Organizations)

Email all inquiries to PRA@snjpc.org

COMMUNITY BASED SERVICES AGENCIES
To access training schedule and resource materials (Click Documents > Click Community Based Services)

Before contacting SPECT, check out SPECT FAQs (Click CBS FAQs & User Guides > Click SPECT FAQs)

“NEW” List of Patient Close Reasons (Click CBS - Forms & Charts > Click List of Patient Close Reasons)

Email all inquiries to SPECT@snjpc.org

If you have questions, need assistance, or to report technical difficulties, please contact FHI:

• Email: PRA@snjpc.org
• Phone: 856.665.6000

This system uses files in Adobe Acrobat Portable Document Format (PDF). To view or print these files you must have Adobe Acrobat Reader software installed. Download the latest version FREE at
Welcome, Fannie
Welcome, Henny
Welcome, Henny
FHI End User Agreement

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TERMS AND CONDITIONS

1. FHI, Family Health Initiative ("FHI"), a private nonprofit subsidiary of the Southern New Jersey Perinatal Cooperative provides access to the FHI/SPECT System to you ("User"), subject to the obligations and limitations set forth below.

2. Use of FHI/SPECT System: The FHI/SPECT System is designed to integrate the use of electronic providers, Medicaid Managed Care Organizations, and community organizations that rely on the perinatal risk assessment forms ("FHI Forms") to promote early and accurate identifications of perinatal risk factors and to reduce the administrative burden by using electronic processing. The Community Health System ("CHS") tool is completed by community agencies and is designed to be a uniform assessment tool to determine individual risk factors and is targeted to a designated Central Latitude HUB for distribution to a local agency when released by Community Health System at discretion of the client. CHS also includes indicators and reduces duplication of services. Information from the FHI and CHS Forms may be entered into the FHI/SPECT System through online entry by User; by User entering the FHI Forms to FHI for data entry, by Users entering the CHS to Central Latitude county HUBs for data entry, or by a combination of these manners.

3. Security: Medication of the FHI/SPECT System. FHI is aware of the importance and security of information in the FHI/SPECT System and uses commercially reasonable physical, administrative, and technical safeguards to protect the integrity and security of such information. User agrees to protect the security of the FHI/SPECT System by complying with

4. Termination: The FHI/SPECT System may be terminated at any time upon notice to User. Upon termination, User shall cease all use of the FHI/SPECT System and return all copies of the FHI Forms to FHI. User shall cease all use of the FHI/SPECT System upon termination of this Agreement, and User shall return all copies of the FHI Forms to FHI upon written request.

5. Governing Law: The FHI/SPECT System is governed by the laws of the State of New Jersey without regard to its conflict of law provisions. User agrees to comply with all applicable laws of the State of New Jersey and any applicable local laws.

6. Arbitration: Any dispute or claim arising out of or relating to this Agreement or the FHI/SPECT System shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association and shall be heard by a single arbitrator.

7. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, with respect to the subject matter hereof.

By clicking on "I AGREE," you acknowledge that you have read and agree to be bound by the terms and conditions of this Agreement.

[Signature]

[Date]
FHI End User Agreement

1. User must provide FHI with an email address through which User will receive FHI correspondence;
2. User will only use their own username and password;
3. User will maintain a secure password and will not share their password with any other individual or entity;
4. User will read and understand the FHI Form Training Manual or the appropriate CBS user level training manual and attend training prior to accessing the PRA|SPECT system.

4. Confidentiality: FHI values the privacy of individuals whose information is contained in the PRA|SPECT System. User agrees to keep confidential all information accessed or obtained through the PRA|SPECT System.

5. Accessibility: User understands that from time to time, the PRA|SPECT System may be unavailable or inaccessible for any reason, including, without limitation: (i) equipment malfunction; (ii) software maintenance procedures or repair which FHI may undertake from time to time; or (iii) causes beyond the control of FHI or which are not reasonably foreseeable by FHI.

6. Modification and Amendment: FHI reserves the right to modify this Agreement at any time without notice. User is continued use of the PRA|SPECT System after any modification or amendment constitutes User’s acceptance of the new terms and conditions herein.

7. Unauthorized and Prohibited Use: User agrees that he/she will not use the PRA|SPECT System in accordance with this Agreement nor with all applicable federal and state laws and regulations. User may not use the PRA|SPECT System in any manner that would damage, disable, overburden, or impair the PRA|SPECT System or interfere with any other party’s use of or enjoyment of the PRA|SPECT System. User may not elicit any networks or information through any means not intentionally made available or provided through the PRA|SPECT System. User is solely responsible for any and all acts and omissions that occur under any account or password issued to User.

8. Intellectual Property/Proprietary Rights: The PRA|SPECT system and all materials, and all intellectual property rights, related thereto, are the exclusive property of FHI. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such intellectual property rights, and User agrees not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publish, adopt, adapt or create any derivative works from the content on the PRA|SPECT System. Use of information for purposes other than those for which the information is provided is subject to a usage agreement.

2500 McClenathan Ave., St. 270
Penasauken, NJ 08109
info@fhi.org 856-663-6000
FHI End User Agreement

9. **Indemnification.** User agrees to indemnify, hold harmless, and defend FHI and its subsidiaries, agents, officers, directors, employees, representatives, suppliers, contractors, licensors and their respective successors, assigns, and licensees be liable for any damages, obligations, losses, liabilities, costs or debts, and expenses (including, but not limited to, attorney’s fees) arising from (i) User’s use of and access to the PRA/SPECT system, (ii) User’s violation of any term of this Agreement; (iii) User’s violation of any third-party right, including, without limitation, any rights of privacy or intellectual property right; and/or (iv) User’s violation of any applicable federal and/or state law, rule, or regulation.

10. **Limitation of Liability.**

   a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FHI, ITS AFFILIATES, SUBSIDIARIES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUPPLIERS, CONTRACTORS, LICENSORS AND THEIR RESPECTIVE SUCCESSORS, ASSIGNS, AND LICENSEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AND/OR EXEMPLARY DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR INABILITY TO USE THE PRA/SPECT SYSTEM.

   b. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FHI ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM USER’S ACCESS TO OR USE OF THE PRA/SPECT SYSTEM; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF FHI’S SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PRA/SPECT SYSTEM; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH FHI’S SERVICE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY COMMUNICATIONS THROUGH THE PRA/SPECT SYSTEM.
PRA|SPECT
Perinatal Risk Assessment
Single Point of Entry and Client Tracking System

FHI End User Agreement

OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THIS PRA|SPECT SYSTEM

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if FHI has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

11. Termination/Access Restrictions. FHI reserves the right, in its sole discretion and without prior notice, to limit or terminate User’s access to the FRA|SPECT system, or any portion thereof, at any time without liability. Upon termination for any reason or no reason, User continues to be bound by the terms of this Agreement.

12. Term Agreement. This Agreement constitutes the entire agreement between User and FHI and governs User’s use of the FRA|SPECT system, superseding any prior agreements between User and FHI. User also may be subject to additional terms and conditions that may apply when User uses affiliated sites or software.

13. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey without regard to conflict of law provisions.

14. Assignment. This Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by User, but may be assigned by FHI without restriction. Any attempted transfer or assignment by User in violation hereof shall be null and void.

15. Waiver/Severability. The failure of FHI to exercise or enforce any right or provision of this Agreement does not constitute a waiver of such right or provision. If any provisions of this Agreement are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties’ intentions as reflected in the provision, and the other provisions of this Agreement shall remain in full force and effect.

Yes, I agree

Electronic Signature Date: 09/18/2017
Full Name: [Redacted]
User Name: [Redacted]
Agency/Organization/Province: System Training Institute