

Physician/Office Staff Enrollment

Request Information			
<input type="checkbox"/> New Account — The User signing this form has read the Confidentiality and Conditions of Use Agreement. Any questions the user had regarding this document have been answered. The Authorized User will coordinate the training necessary for the User to utilize requested systems and will reinforce the privacy and confidentiality requirements outlined in the Confidentiality and Conditions of Use Agreement.			
<input type="checkbox"/> Removal of Account — The User listed on this form is no longer employed by the named practice or no longer requires access.			
<input type="checkbox"/> Change Password/PIN — The password or PIN for the User listed on this form has been compromised and may no longer be secret and needs to be changed or the current password is no longer working.			
<input type="checkbox"/> Access Modification — The User listed on this form requires a change to their access. Ex: Credential/title change or security access change.			
System Requested			
<input type="checkbox"/> Epic (Hyperspace) — Full access to the Genesis electronic medical record (EMR) and/or Practice Management System		<input type="checkbox"/> RSA Access — Remote Access from home or office Please select which type of token you would like to use. Contact the IT Service Desk at 740-454-4330 for current prices of Hard or Soft Tokens.	
<input type="checkbox"/> Genesis Connect / Pathway2Care — View-Only and/or Referral Entry access to the Genesis electronic medical record (EMR) system		<input type="checkbox"/> Hard Token - Physical token that displays a code.	
<input type="checkbox"/> Haiku — Epic mobile app used with the Apple iPhone® or iPod touch®, as well as with Android smartphones that allows access to Patient data within Epic		<input type="checkbox"/> Soft Token — Application installed on cell phone which displays a code. Please circle phone's operating system type below IOS Android Other: _____	
<input type="checkbox"/> Canto - Epic's application for handheld chart access on the Apple iPad® device		<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Synapse - View radiology images on-line			
User Information			
Full Name:			
<i>Last</i>		<i>M.I.</i>	<i>First</i>
Practice Name:			
Address:			
<i>Street Address</i>		<i>Suite #</i>	
<i>City</i>		<i>State</i>	<i>ZIP Code</i>
Office Phone:	()	Fax Number:	()
E-mail Address:			
Genesis Physician Number:		Credentials:	Modification Requested: <small>(If access modification)</small>
Please check one that applies:		Please add the name of a user in your office who has the same access your user requires.	
<input type="checkbox"/> Physician <input type="checkbox"/> Office Manager <input type="checkbox"/> Other _____ <input type="checkbox"/> Vendor _____		Model After _____	
<input type="checkbox"/> <i>I have read and agree to the Confidentiality and Conditions of Use Agreement (Full document follows this form)</i>			
<input type="checkbox"/> <i>I have read and agree to the Genesis Connect / Pathway2Care End User Terms of Use Agreement (Full document follows this form)</i> <small>* Only check this box if requesting Genesis Connect / Pathway2Care</small>			
User's Signature		Date	
<i>I am a physician or office manager of the above-named practice and I am authorized to approve this request.</i>			
Authorized Signature		Date	
Authorized Printed Name		Title/Position	
IT Reference Number:			



Genesis Systems Confidentiality and Conditions of Use Agreement

PLEASE READ THIS AGREEMENT AND THE CONDITIONS OF USE CAREFULLY BEFORE ACCESSING THE GENESIS NETWORK AND/OR SYSTEMS. BY ACCESSING THE GENESIS NETWORK AND/OR USING THE SECURE PORTAL, YOU HAVE AGREED TO THESE CONDITIONS OF USE. IF YOU DO NOT AGREE TO THESE CONDITIONS OF USE, DISCONTINUE USE OF ALL ACCESS TO GENESIS SYSTEMS AND CONTACT GENESIS INFORMATION TECHNOLOGY AT 740-454-4330.

Definitions:

Users: The physician and/or authorized office staff listed on Genesis Systems Physician/Office Staff Enrollment Form that have reviewed, agreed to the Conditions of Use, and signed this Agreement. Any new users must review this Agreement and sign an acknowledgement form prior to accessing Genesis Systems.

Access Logs, Security Audit Trails: Reports that indicate the functions and data accessed while utilizing the Genesis System include but not limited to user, date, time, data accessed, changes made and web-site access or attempted access.

Business Use: Use of Genesis Systems by *Users* that is related to the treatment of patients with whom the physician has a clinical relationship or those patients who have been referred to the physician or those patients for whom the physician has been asked to provide a consultation.

Genesis: Genesis Healthcare System, its affiliates, and subsidiaries.

Genesis Network: The local and wide area computer networks developed and implemented for Genesis HealthCare System, its affiliates, and subsidiaries.

Genesis Systems: A set of systems and application software including the secure physician portion of the Genesis website(s), the Genesis Physician Gateway, the Genesis Connect / Pathway2Care Access System, the Synapse PACS system and other clinical and non-clinical systems that are made available to physicians for physician use to access clinical and non-clinical information regarding their patients as well as information to assist physicians as they practice within Genesis HealthCare System.

Minimum PC Specifications: The minimum personal computer specifications required to access Genesis Systems and adequately run the remote access security software and related technologies. This standard is set by Genesis Information Technology.

Remote Access: Access to Genesis Network via a modem, cable modem, DSL, satellite, the internet or other hardware/software that is not directly/physically connected via network cable to the Genesis Network.

Genesis Systems Access Packet: This packet that contains the Confidentiality and Conditions of Use Agreement and the form requiring information and authorization/signature required to establish access to any Genesis System

Remote Access Logs: Files maintained by remote access hardware to track Remote Access.

User ID: A string of characters and or numbers that uniquely identifies each user of the system.

Conditions of Use:

1. **General.** Genesis Systems are owned and operated by Genesis HealthCare System. Genesis has the right at any time to change or discontinue features of those systems. The use of Genesis Systems, the Content and information maintained by Genesis Systems is governed by this Agreement, the Genesis HealthCare System Medical Staff By-Laws, Medical Staff Rules and Regulations, and Genesis Policies and Procedures.
2. **Confidential Information.** Genesis Systems do allow access to Confidential Information and protected health information (PHI) consistent with state and federal law, by Genesis Medical Staff Bylaws, Medical Staff Rules and Regulations, by this Agreement and Genesis Policies. This confidential information must remain confidential and you must take every precaution available to maintain the confidentiality of this information.

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), requires protection of confidential information maintained by Genesis and contained within the Genesis information systems. Confidential Information shall include, but is not limited to, information about a patient's condition or treatment, aggregate clinical data, employee records, processes, marketing plans or techniques, product or service plans, strategies, forecasts, customer/patient lists, supplier



lists, discoveries, ideas, pricing policies and financial information. This confidential information can be obtained through hearing it, seeing it, viewing the medical record or accessing it via Genesis Systems.

3. **Granting and Removal of Access.** Genesis Systems will be accessible to your personnel (Users) who complete a Genesis Systems Physician/Office Staff Enrollment Form. A separate Enrollment Form is required for each User, please make copies as needed. All User information provided to Genesis, including without limitation, the information on Genesis Systems Physician/Office Staff Enrollment Form, **must be current, accurate, and complete.** You are responsible for completing an Enrollment Form for each User prior to allowing access to Genesis Systems. You are also responsible for sending an Enrollment form to remove Users who no longer require access or are no longer employed. If we at any time discover any error or omission in the information you provide to us, we may, at our option, terminate the right to access and use the Genesis Systems by any User. You are responsible for the acts or omissions by your personnel's use of the Site, and for any damages incurred by you as a result thereof.
4. **Security.** Genesis Systems is intended by Genesis to be a highly secure system (secure intranet, firewall, virtual private network and other security and encryption technologies) that requires user authentication (Token Based, Digital Certificate, Biometric or other Genesis approved authentication technology) as well as a User ID and password to access and use the data maintained in this system. **Information access is restricted to patients within your care or the care of a physician within your group.** *You are solely responsible for (1) limiting the access and use of Genesis Systems to only those patients under your care (2) maintaining the strict confidentiality of the User IDs, passwords and codes (collectively, "IDs") assigned to you and your personnel, (3) instructing your personnel to not allow another person to use their IDs, (4) any charges, damages, or losses that may be incurred or suffered as a result of you or your personnel's failure to maintain the strict confidentiality of their IDs, and (5) promptly informing Genesis by phone with a follow-up in writing of any need to deactivate an ID due to security concerns.* Genesis is not liable for any harm related to the theft of your IDs, your disclosure of your IDs, or your authorization to allow another person or entity to access and use Genesis Systems with your IDs. You agree to immediately notify us if your user ID, passwords or PIN numbers may be compromised and of any unauthorized use of your IDs.
5. **Patient Data and Legal Compliance.** The information and content provided through Genesis Systems will enable Users to access and receive confidential patient information (Patient Information) and may allow Users to transmit, store, and replicate Patient Information for the purpose of caring for your patients and administrative functions related to the care of your patients. Genesis Policies, Genesis Medical Staff Bylaws, State and Federal laws, including the Health Insurance Portability and Accountability Act of 1996, as well as ethical and licensure requirements of your profession impose obligations with respect to patient confidentiality that limit the ability of physicians, healthcare providers, and persons acting on their behalf, to make use of this Patient Information or to copy, transmit or otherwise replicate certain information to third parties. You represent and warrant that you will, at all times during the term of this Agreement and in perpetuity thereafter, limit the use of Genesis Systems only to patients under your care, comply with all Genesis Policies and State and Federal laws directly or indirectly applicable to you that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Patient Information, and use your best efforts to cause all persons or entities under your direction or control to comply with such policies and laws. You are, at all times during the term of this Agreement and in perpetuity thereafter, solely responsible for obtaining and maintaining all patient consents and all other legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Patient Information you transmit, store, or receive in connection with Genesis Systems. You agree that Genesis and other entities involved in the operation of Genesis Systems will maintain Access Logs, Security Audit Trails and Remote Access Logs and have the right to monitor the use of Genesis Systems and the Patient Information stored within this system and take appropriate actions if the use of Genesis Systems violates this clause. **GENESIS DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR YOUR USE OR MISUSE OF PATIENT INFORMATION OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED OR RECEIVED USING GENESIS SYSTEMS.**
6. **Equipment.** Users must utilize designated computers within the hospitals for access while in the hospital. Users must provide personal computers that meet the minimum workstation requirements, see the System Requirements for Remote Access found on GenesisHCS.org > For Employees >Physicians section, as well as a connection to the internet (through an internet service provider) via cable modem (preferred), DSL (preferred) or dial-up (system response time will be impacted due to the speed limitations) for use at home or office. If a physician has a wireless laptop or tablet personal computer (*Note: Radiological images are not available via the wireless network*) and would like to utilize this device on the Genesis wireless network (access is available throughout the hospital but not the medical office buildings) the laptop or table must meet the minimum specifications as listed in the Genesis Systems Wireless Hardware/Software/Network Requirements section of this document. The User agrees that the laptop or tablet personal computer will remain current on all operating system releases/patches and will run virus software at all times with most current virus definitions. Access to Genesis Systems from within the hospitals will utilize username and password authentication, which may also include two factor or biometric technologies. Access to Genesis Systems from outside the hospital will utilize a specific set of security hardware technologies to provide Remote Access while maintaining a secure network. Genesis HealthCare System will provide the security hardware required for each physician and one addition token for the physician(s) office/practice.



A fee will apply for each additional token for the physician(s) office/practice. For current pricing of the token, please contact the IT Service Desk at 740-454-4330. The security hardware provided by Genesis will remain the property of Genesis HealthCare System and must be returned to Genesis when access is no longer needed or the staff member is no longer employed. Genesis may also request that the security hardware be returned at any time. The User must return the access hardware to Genesis Information Technology or the User will be charged the replacement cost for the security hardware plus a security administration fee of \$100.

The User must immediately notify Information Technology at 740-454-4330 if the access hardware is lost or compromised in any way. The User will be charged the replacement cost for any lost Remote Access hardware plus a security administration fee of \$100.

7. System Availability. Users acknowledge that the proper functioning of Genesis Systems depends on many factors beyond Genesis's control, including, without limitation, Users choice of hardware configuration, the Users choice of internet service providers, the internet, cable and telecommunications carriers. Genesis does not warrant the operation, efficiency or suitability of any component, equipment, combination thereof, or service provider that is not under Genesis's control, or is not Genesis's agent or employee.
Genesis reserves the right to perform maintenance and updates to these systems with 24 hours' notice and to immediately shut down these systems in the event of an emergency situation, security breach or other events that may jeopardize the security and confidentiality of the Genesis Systems and/or Genesis Network.
8. Restrictions on Use.
 - a. You shall use the Genesis Systems for lawful purposes only. You shall not post or transmit through Genesis Systems any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, gives rise to civil liability or otherwise violates any law. Without Genesis's express prior approval, you shall not post or transmit through the site any material which contains advertising or any solicitation with respect to products or services. You shall not use the site to advertise or perform any commercial solicitation, including, without limitation, the solicitation of patients. Any conduct by you that in Genesis's discretion restricts or inhibits any other user from using these systems will not be permitted.
 - b. Genesis Systems contain copyrighted material, trademarks and other proprietary information, including, without limitation, text, software; photos, video, graphics, music and sound, and the contents of the site may be copyrighted under the United States copyright laws. You may not modify, publish, transmit, display, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express written permission of Genesis and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made and no ownership rights shall be transferred.
 - c. You shall not email, upload, download, post or otherwise make available any patient information, confidential information or information protected by the copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from the unauthorized release of information or any infringement of copyrights, proprietary rights, or any other harm resulting from such actions.
 - d. Access to the internet via Genesis Systems is governed by the Genesis Internet Policy, available by request, and is filtered. This software will screen website access of objectionable and non-business related content. If you encounter a website which is blocked but that you may require for clinical research purposes please contact the IT Service Desk at 740-454-4330.
9. Miscellaneous. This document and all incorporated references constitute the agreement of the parties with respect to the subject matter hereof and supersedes all previous written and oral agreements between the parties.