

**External End User Enrollment Form**
*(Use for Non-Genesis HealthCare System/Non Genesis HealthCare System Affiliate User)*
**Requested End User Information**

End User's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

- New End User** – New end user.
- Removal of End User** – The end user listed on this form no longer requires access.
- Change Password of End User** – User has forgotten password, or it may be compromised and needs to be changed.
- End User Access Modification** – Describe modification requested: \_\_\_\_\_

**System Access Requested**

- Active Directory** - Initial login for computers on-site at Genesis HealthCare Systems. Required for RSA Access.
- Genesis Connect** – Web-based access to Genesis' Electronic Medical Records

- RSA Access** – Remote Access from home or office.  
*(Contact the Service Desk at 740-454-4330 for pricing)*

**Genesis Cost Center (if applicable):** \_\_\_\_\_

 Please circle your phone/device's operating system:  
 iOS or Android

**Please select which type of access you would like:**

- Clinical Support**       **Physician/APP**
- Referral Entry**       **Biller/Coder**
- Post-Discharge Care**       **Other:** \_\_\_\_\_

- Hyperspace** – Full Genesis EMR access

- Synapse** - View images on-line

- Other System Access (Please Specify):**  
 \_\_\_\_\_

**Please add the name of an end user in your office who has the same access your new end user requires.**
**Model After:** \_\_\_\_\_

- Not Applicable**

**Site Information**

Site Name:	_____		
Site Address:	_____		_____
	<i>Street Address</i>		<i>Suite #</i>
	<i>City</i>		<i>State</i>
			<i>ZIP Code</i>
Site Phone:	( ) _____	Site Fax:	( ) _____

**TERMS OF USE**

*These Terms of Use (the "Terms of Use") governs the access and use of the secure portion of the Genesis website(s), the Genesis Connect System, the Synapse PACS system and other clinical and non-clinical systems that are made available to physicians for their use, including all content such as text, information, images, and audio and all services made available to end users, (collectively, "Systems"). These Terms of Use may change from time to time and the updated Terms of Use will be posted on the Genesishcs.org website.*

**ACKNOWLEDGEMENT OF REQUESTED END USER**

*I acknowledge that I, \_\_\_\_\_, am the requested end user to the Systems named in the External End User Enrollment Form; I have read and understand these Terms of Use and have had all of my questions related to these Terms of Use answered to my satisfaction. I understand the access and accounts being requested for me is for my use only, and I agree to never use another person's password or share my password and/or, to access the Systems or any*

*patient information available via the Systems unless authorized. I agree to remain in compliance with these Terms of Use and any applicable Genesis HealthCare System policy and procedure related to my requested access and use of the Systems.*

<b>Requested End User's Signature</b>	<b>Date</b>

**ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE APPROVING END USER'S ENROLLMENT**

*I authorize end user access for the named individual above ("End User"), and I acknowledge that I have read and understand these Terms of Use and have had all of my questions related to these Terms of Use answered to my satisfaction. I understand the access I am requesting for the End User is for the End User's use only and I agree to ensure the End User does not use another person's password or share their password and/or, to access Systems described above unless authorized. I agree to remain in compliance with these Terms of Use and any applicable Genesis HealthCare System policy and procedure related to my requested access of the Systems. I acknowledge that I am a supervisor/manager of the named "Employer/Company" in the External End User Enrollment Form, and I am authorized to approve this request.*

<b>Authorized Representative Signature</b>	<b>Date</b>
<b>Authorized Representative Printed Name</b>	<b>Authorized Representative Title/Position</b>
<b>Authorized Representative E-mail Address</b>	

## Terms of Use

**BY ACCESSING THE SYSTEM (DEFINED BELOW), YOU (DEFINED BELOW) AGREE TO THESE TERMS OF USE AND HAVE FORMED A BINDING "CONTRACT."**

**PLEASE READ THESE TERMS OF USE CAREFULLY CONCERNING ACCESS AND USE OF THE GENESIS NETWORK AND THE SECURE PHYSICIAN PORTION OF THE GENESIS HEALTHCARE SYSTEM ("GENESIS") WEBSITE(S), THE GENESIS CONNECT SYSTEM, THE SYNAPSE PACS SYSTEM AND OTHER CLINICAL AND NON-CLINICAL SYSTEMS THAT ARE MADE AVAILABLE TO PHYSICIANS FOR THEIR USE, TEXT, INFORMATION, IMAGES, AUDIO, AND ALL SERVICES MADE AVAILABLE TO END USERS (COLLECTIVELY, "SYSTEM"). BY ACCESSING THE SYSTEM, YOU AGREE TO THESE TERMS OF USE AND HAVE FORMED A BINDING CONTRACT. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE EXPRESSLY PROHIBITED FROM USING THE SYSTEM AND YOU MUST DISCONTINUE USE IMMEDIATELY AND CONTACT GENESIS INFORMATION TECHNOLOGY AT 740-454-4330.**

### Definitions:

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

Authorized Representative: Individual named in the External End User Enrollment Form ("Enrollment Form") as authorized to approve an end user enrollment request.

Business Use: Use of Genesis System by *End Users* and Employer that is (i) related to the treatment of patients with whom the physician has a clinical relationship or those patients who have been referred to the physician, those patients for whom the physician has been asked to provide a consultation or for Employer's internal use as permitted by the HIPAA Requirements and these Terms of Use, and (ii) in accordance with any and all applicable laws relating to the use, disclosure, copying, dissemination and distribution of any Confidential Information (including, but not limited to, confidentiality requirements imposed by federal, state, or local law, all applicable policies of Genesis which may reasonably be imposed with respect to the confidentiality of Confidential Information as it pertains to patient-specific and/or provider-specific content, any and all laws relating to Genesis' proprietary rights).

Confidential Information: Means all information of Genesis disclosed to or learned by the User or Employer during the term of these Terms of Use or prior to the execution of these Terms of Use, whether in writing, orally, or by electronic or other means, and whether such information is disclosed independent of or combined with information that is not confidential, that is described as or provided under circumstances that would reasonably indicate that it is confidential, proprietary or a trade secret, including, but not limited to, information relating to Genesis' business, operations, finances, technology, personnel, suppliers, customers, or patients. Confidential Information shall also include PHI, IIEI, analyses, studies, or other documents prepared by Genesis embodying Confidential Information received from the Genesis.

Employer: Employer of the End User.

End User: Individual named in the Enrollment Form by the Authorized Representative to be enrolled for access to the Genesis System.

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

Enrollment Form: Genesis Form that must be completed and submitted by the Authorized Representative to request enrollment of and End User.

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

Genesis System: The Genesis Network and a set of systems and application software including the secure physician portion of the Genesis website(s), the Genesis Connect 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.

Genesis System Access Packet: This packet that contains these Terms of Use and the form requiring information and authorization/signature required to establish access to any Genesis System.

HIPAA Requirements. The Health Insurance Portability and Accountability Act ("HIPAA") of 1996, as codified at 42 U.S.C. § 1320d and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein.

Individually Identifiable Health Information (IIHI): as defined in 42 U.S.C. §1320d.

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

Protected Health Information (PHI): as defined in 45 C.F.R. §164.501.

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.

Remote Access Logs: Files maintained to track Remote Access.

You or Your: End User and Employer.

### **Conditions of Use:**

1. General. Genesis System is owned and operated by Genesis. Genesis has the right at any time to change or discontinue features of those systems. The use of Genesis System, the content and information maintained by Genesis System is governed by these Terms of Use and any applicable Genesis Policies and Procedures.
2. Employer Representation. Employer represents and warrants that Employer either has the authority to bind or shall otherwise require adherence by End Users to the use restrictions and other obligations of Employer and End User set forth in these Terms of Use. **Employer is responsible and liable for all uses of the Genesis System resulting from access provided by Genesis, directly or indirectly, as well as, for all damages incurred as a result thereof, whether such access or use is permitted by or in violation of these Terms of Use. Without limiting the generality of the foregoing, Employer is responsible for all acts and omissions of End Users, and any act or omission by an End User that would constitute a breach of these Terms of Use if taken by Employer will be deemed a breach of these Terms of Use by Employer.**
3. Confidential Information. Confidential Information must remain confidential and You shall take every precaution available to maintain the confidentiality of this information. You shall not use or further disclose PHI and IIEI other than as permitted by HIPAA Requirements and these Terms of Use, and shall comply with any and all applicable laws relating to the use, disclosure, copying, dissemination and distribution of any Confidential Information (including, but not limited to, confidentiality requirements imposed by federal, state, or local law, all applicable policies of Genesis which may reasonably be imposed with respect to the confidentiality of Confidential Information as it pertains to patient-specific and/or provider-specific content, any and all laws relating to Genesis' proprietary rights). Confidential Information can be obtained through hearing it, seeing it, viewing the medical record or accessing it via the Genesis System.
4. Granting and Removal of Access. Genesis will review enrollment requests from Authorized Representatives who submit a fully completed Enrollment Form. A separate Enrollment Form is required for each requested end user, so please make copies of the blank Enrollment Form as needed. All information provided to Genesis, including without limitation, the information on Enrollment Form, **must be current, accurate, and complete.** The Authorized Representative is responsible for completing and submitting the Enrollment Form for consideration of each requested end user. The Authorized Representative is also responsible for sending an Enrollment form to remove End Users who no longer require access or are no longer employed. If Genesis discovers any error or omission in the information provided to Genesis, Genesis may, at its option, terminate the End User's right to access and use the Genesis System.
5. Security.
  - a. The Genesis System is intended to be a highly secure system (secure intranet, firewall, virtual private network and other security and encryption technologies) that requires end user authentication (Token Based, Digital Certificate, Biometric or other Genesis approved authentication technology) as well as an end user ID and password to access and use the data maintained in the Genesis System. Information access is restricted to, if applicable, patients within Your care and restricted to information solely needed for Business Use. You are solely responsible for (i) limiting the access and use of Genesis System to only those patients under Your care and solely for Business Use (ii) maintaining the strict confidentiality of the End User IDs, passwords and codes (collectively, "IDs") assigned to End User, (iii) indemnifying Genesis for any charges, damages, or losses that may be incurred or suffered as a result of Your failure to maintain the strict confidentiality of End

User's IDs, and (ii) promptly informing Genesis by phone with a follow-up in writing of any need to deactivate an ID due to security concerns.

- b. You shall keep all Confidential Information confidential. Without the prior written consent of Genesis, You shall not disclose any Confidential Information to any third party, except to Genesis employees or representatives ("Representatives") who need to know such Confidential Information for purposes of doing their job and shall use the Confidential Information only for the purpose of doing their job.
  - c. You shall ensure that the Confidential Information is not used or disclosed by such Representatives except as permitted by these Terms of Use and shall be responsible for any breach of these Terms of Use as a result of the acts of such Representatives.
  - d. All Confidential Information shall remain the property of Genesis.
6. Genesis is not liable for any harm related to the theft of End Users' IDs, disclosure of End Users' IDs, or End Users' authorization to allow another person or entity to access and to use Genesis System with End Users' IDs. You agree to immediately notify Genesis if End Users' end user ID, passwords or PIN numbers may be compromised and of any unauthorized use of End Users' IDs.
7. Patient Data and Legal Compliance. The information and content provided through the Genesis System will enable You to access and receive Confidential Information and may allow You to transmit, store, and replicate Confidential Information solely for Business Use. You represent and warrant that You will, at all times and in perpetuity, thereafter, limit the use of the Genesis System only to patients under End User's and Employer's care, and comply with all the HIPAA Requirements. You, at all times and in, perpetuity thereafter, are 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 PHI You transmit, store, or receive in connection with the Genesis System. You agree that Genesis and other entities involved in the operation of the Genesis System will maintain Access Logs, Security Audit Trails and Remote Access Logs and have the right to monitor the use of the Genesis System and the Confidential Information stored within the Genesis System and take appropriate actions if the use of the Genesis System violates this clause. **GENESIS DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR YOUR USE OR MISUSE OF CONFIDENTIAL INFORMATION TRANSMITTED, MONITORED, STORED OR RECEIVED USING THE GENESIS SYSTEM.**
8. Equipment and System Wireless Hardware/Software/Network Requirements. You must utilize designated computers within Genesis Hospital for access while at Genesis Hospital. You 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 Genesis Hospital but not the medical office buildings) the laptop or tablet must meet the minimum specifications as listed in this document. You agree 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 the Genesis System from Genesis Hospital will utilize username and password authentication, which may also include two factor or biometric technologies. Access to Genesis System from outside Genesis Hospital will utilize a specific set of security hardware technologies to provide remote access while maintaining a secure network. Genesis will provide the security token required for each physician and one additional token for the physician(s) office/practice. A fee will apply for each additional token beyond what Genesis initially provides. For current pricing of the token, please contact the IT Service Desk at 740-454-4330. The security token provided by Genesis will remain the property of Genesis and can be disabled if Genesis sees fit.
9. Soft Tokens. Genesis utilizes soft tokens for access, and at Genesis' discretion, You will be charged the associated cost for the security token plus a security administration fee of \$100.
10. Genesis System Availability. You acknowledge that the proper functioning of the Genesis System depends on many factors beyond Genesis' control, including, without limitation, Your choice of hardware configuration, Your 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' control, or is not Genesis' 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 System.
11. Restrictions on Use.
  - a. You shall use the Genesis System for lawful purposes only. You shall not post or transmit through the Genesis System 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 written 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 end user from using these systems will not be permitted.

- b. The Genesis System contains 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. **Employer shall be solely liable for any damage resulting from the unauthorized release of Confidential Information or any infringement of copyrights, proprietary rights, or any other harm resulting from such actions.**
  - d. Access to the internet via the Genesis System is governed by the Genesis Internet Policy and is filtered. Genesis will utilize software that will screen website access of objectionable and non-business related content. If End Users encounter a website that is blocked and that End User may require for clinical research purposes please, End Users should contact the IT Service Desk at 740-454-4330.
12. THE GENESIS SYSTEM AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT GENESIS DOES NOT WARRANT THAT THE GENESIS SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.
13. Miscellaneous. These Terms of Service 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.