



**CONFIDENTIALITY OF INFORMATION
AND
COMPUTER ACCESS AGREEMENT
(PHYSICIAN PORTAL)**

THIS CONFIDENTIALITY OF INFORMATION AND COMPUTER ACCESS AGREEMENT (hereinafter "Agreement") is entered into with Floyd Medical Center by the undersigned physician or by the undersigned employee of a physician (such person who is executing this Agreement being hereinafter referred to as the "Undersigned"), effective as of the date set forth below the Undersigned's signature.

BACKGROUND: Floyd Medical Center (hereinafter "FMC") has implemented the Physician Portal remote access system (Hereinafter "Physician Portal") whereby physicians on its medical staff (and designated employees of such physicians) can gain computer access to certain patient information from remote locations by logging onto the Physician Portal feature of FMC's hospital information system and entering a unique user name and a unique password. The patient information accessible to physicians and their designated employees through the Physician Portal system consists of patient demographic information (including billing information) and patient clinical information (e.g., laboratory test results, x-ray/imaging interpretation reports, current diagnosis, etc.) (such information being hereinafter referred to as "Patient Information"). The Undersigned is either: (1) a physician on FMC's medical staff who desires to utilize the Physician Portal system for purposes of having remote access to Patient Information respecting his/her patients, or (2) an employee of such a physician (or an employee of such physician's group practice) who has been specifically designated by his/her employer-physician as one who should have such remote access in order to facilitate the employer-physician's rendition of medical care of and treatment to patients.

ACKNOWLEDGMENT AND AGREEMENT: FMC will assign to the Undersigned a unique user name and a unique password (selected by the Undersigned) which will allow the Undersigned to access Patient Information through the Physician Portal system. Through the Physician Portal, the Undersigned will also be able to review, edit, and electronically sign certain documents. This feature will require the Undersigned to first input a Personal Identification Number (PIN) specifically selected by the Undersigned. In consideration for such access, the Undersigned acknowledges and agrees to the following:

1. As a physician with privileges at FMC or any employee of such a physician, the Undersigned has a duty to protect the confidentiality of Patient Information. Therefore, any patient Information to which the Undersigned is exposed within the course of his/her interactions with FMC, including Patient Information accessed through the Physician Portal system, shall be treated by the Undersigned as highly confidential and shall not be disclosed to anyone other than the patient to whom such Patient Information pertains (or to such patient's authorized representative) or persons having need of the Patient Information in order to perform professional duties respecting the patient. Patient Information should not be accessed by anyone whose current professional duties do not require such access.

2. The Undersigned shall not access, use or disclose Patient Information in a manner that would violate the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), including, without limitation, the so-called Privacy Standards and Security Standards implemented pursuant to HIPAA and found in 45 CFR § 165.101, et seq. and 164.101, et seq.
3. The Undersigned will not disclose his/her user name, password, or PIN to anyone under any circumstances. The Undersigned will not write or otherwise document his/her user name, password, or PIN in any manner, which would allow them to be viewed by other persons.
4. When the Undersigned logs onto and gains access to Patient Information through the Physician Portal system, he/she will not allow any unauthorized person to view the Patient Information thereby accessed. When the Undersigned leaves the physical vicinity of a PC upon which he/she has logged onto the Physician Portal system, the Undersigned will ensure that he/she properly logs out of the system.
5. Use of the Undersigned's user name, password, or PIN by anyone other than the Undersigned is forbidden under any circumstances. A physician shall not allow his/her employees or any other person to access the Physician Portal system by using the physician's user name and password; rather, any access by a physician's employee must be through such employee's own user name and password. Only employees of a physician who are specifically designated by such physician shall be eligible to receive a user name and select a password. In the case of an employee who is a Physician Assistant or Nurse Practitioner, the Undersigned will also select a PIN in order to be able to review, edit, and electronically sign certain documents. If the Undersigned learns or has reason to believe that his/her user name, password, or PIN may be known by others, the Undersigned shall immediately notify FMC's Medical Staff Office and its Information Technology Department. If the Undersigned learns or has reason to believe that any person has made any unauthorized access to the Physician Portal system, the Undersigned shall immediately notify FMC's Medical Staff Office and its Information Technology Department.
6. The Undersigned is authorized to utilize the Physician Portal system only in connection with the Undersigned's own patients (or, in the case of an employee, in connection with the patients of his/her employer-physician). At no time shall the Undersigned utilize the Physician Portal system for any reason other than its intended use which is to perform professional duties respecting the Undersigned's patients. Any actual or attempted access by the Undersigned to Patient Information respecting patients other than his/her own patients (or, in the case of an employee, in connection with the patients of his/her employer-physician) shall constitute a breach of this paragraph 9 for which FMC may seek such legal redress and damages as may be allowable under applicable law. Additionally, any such breach shall subject the Undersigned to disciplinary action by FMC, including, but not limited to, revocation of the Undersigned's privilege to utilize the Physician Portal system and, in the case of physicians, corrective action under the FMC Medical Staff bylaws.

7. The undersigned will ensure that appropriate security measures are implemented and maintained respecting any PC utilized by the Undersigned to access the Physician Portal system. Without limiting the generality of the preceding sentence, the Undersigned agrees that he/she will not cause or permit any Patient Information to be electronically downloaded, saved or otherwise stored on any such PC, and the Undersigned will take all reasonable and practical measure to minimize the risk of unauthorized access to the Physician Portal system through such PC.
8. Any physician who designates an employee for purposes of having a user name and password issued to such employee shall have the responsibility to immediately notify FMC's Medical Staff Office and FMC's Information Technology Department in the event the employment of such employee is terminated or in the event of any other change in circumstances which would make such employee's continued access to the Physician Portal system inappropriate.
9. The Undersigned will not attempt to learn another user's user name, password, or PIN; nor will the Undersigned use any user name, password, or PIN other than his/her own.

**This Agreement has been executed below by:
(Check appropriate box and complete all blanks)**

A physician on the FMC Medical Staff

Physician's Signature

Name (Printed)

Specialty: _____

Date: _____

Office Phone: _____

Group Affiliation: _____

***** ~ **OR** ~ *****

A person employed by the following physician/physician group/department

NOTE: If this Agreement is executed by an employee of a physician, physician group, or Floyd Medical Center, the supervising physician or FMC departmental supervisor must also sign the designation immediately below such employee's signature.

Employee's Signature

Name (Printed)

Date: _____

Employed by: _____

Office Phone: _____

FMC Employee #: _____

The above-named employee, who is employed by me or by my physician group, is hereby **designated** by me as a person who should be afforded access to the Physician Portal system for purposes of accessing information concerning my patients.

Physician's/Supervisor's Signature

Name (Printed)

Office Phone: _____

Date: _____

***** **For use by FMC Information Technology only** *****

Portal User ID: _____

STAR ID: _____

Portal Group: _____

STAR Access Level: _____