



Dear Physician:

Thank you for your interest in the Web-based **Physician Exchange Portal** (PEP). The Physician Exchange Portal is designed to provide you and your staff with important clinical information about your patients at Virtua, access to research and clinical data, email access and many other features - online, when you want it, where you want it. The PEP site can be accessed from any location in which you have an Internet connection.

Please review the attached hardware specifications checklist for the Physician Exchange Portal. You must ensure that your hardware meets these minimum specifications for the PEP application to work on your computer. Once you've verified that your PC meets these minimum specs, please complete and sign the attached Terms of Use Agreement.

The additional materials enclosed are to assist you in navigating through the Physician Exchange Portal. If you feel you need one-on-one training, please contact the I.S. Physician's Priority Line at **856-248-6446** and an IS Educator will be in touch with you. You may also visit one of the Medical Librarians located at Virtua - West Jersey Voorhees or Virtua-Memorial Mt. Holly, and they will be more than happy to assist you.

Members of your office staff may also obtain a PEP account. This account will provide your staff member(s) with the ability to view Virtua clinical information including results, billing, and insurance details.

To set up an account for your office staff member(s), please contact the IS Customer Support Center at 856-248-6446 or email a request to ISCSC@virtua.org to obtain a work order request number. After you are given a work order number, a PEP packet will be sent to your fax number or your e-mail account. After the PEP account access form is filled out, then fax it to 856-433-3106 for the account to be created. It is important to note, when an office staff member leaves your practice, it is your office's responsibility to notify Virtua's IS Customer Support Center (856-248-6446) to have the account disabled. This will minimize the possibility of potential security violations and confidentiality breaches.

We anticipate that you find the Physician Exchange Portal helpful in your daily work functions. If you need assistance with any functions of the PEP or have any suggestions, please contact the Virtua IS Customer Support Center at **856-248-6446**, Physician Priority Line.

Sincerely,

Al Campanella

Information Services Dept.

Virtua Health
Physician Exchange Portal and Mercury MD Application
Terms of Use

The Terms of Use for the Virtua Health (“Virtua”) Physician Exchange Portal (“PEP”) and Mercury MD application (“Mercury”) is a legally binding Agreement between Virtua and you. Virtua reserves the right to update the Terms of Use at any time without notice to you.

Virtua agrees to provide you with access to the PEP via an Internet connection and permit utilization of the Mercury software to provide access to patient information through your PDA. The PEP is a Secured Web Site that offers various features including, but not limited to: clinical data, department-specific information, e-mail, and other Virtua related information.

All material on the PEP- site, the Mercury software and the associated files are copyrighted by Virtua or by the original creator of that material. It is protected by the copyright laws of the United States of America and under treaties with other nations. Unless otherwise stated, no material on this site is in the public domain. You may download, copy, reproduce, redistribute, republish, display, post, or transmit material on this site only if expressly permitted, and then only the designated material. Virtua in no way represents or warrants that your use of materials displayed on this site and the Mercury software does not infringe the rights of third parties.

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THE PEP SITE AND THE MERCURY SOFTWARE (TO PROVIDE ACCESS TO PATIENT INFORMATION THROUGH YOUR PDA) ARE PROVIDED AS IS, AND YOUR USE OF THE SITE AND MERCURY SOFTWARE ARE EXCLUSIVELY AT YOUR OWN RISK. VIRTUA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE USE OF THE SITE, THE MERCURY SOFTWARE OR THE MATERIALS IN IT, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF ACCURACY OR QUALITY, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. VIRTUA ALSO EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT, PDA OR OTHER PROPERTY AS YOU ACCESS OR BROWSE THE SITE OR DOWNLOAD MATERIAL FROM IT OR FROM THE INSTALLATION OR USE OF MERCURY SOFTWARE.

UNDER NO CIRCUMSTANCES SHALL VIRTUA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), RESULTING FROM ITS PERFORMANCE OR ANY FAILURE TO PERFORM UNDER THESE TERMS OF USE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, INABILITY TO ACCESS OR USE THE SITE OR YOUR PDA, AND LOSS OF ANTICIPATED PROFITS OR BENEFITS, EVEN IF VIRTUA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In order for you to make use of the PEP and the Mercury software, you agree to maintain proper operating hardware and software that meets the minimum specifications proffered by Virtua, which you have reviewed. Virtua will have no responsibility for the cost to you of acquiring and

maintaining the hardware and software necessary to utilize the PEP- and the Mercury software. Virtua reserves the right to modify the minimum hardware requirements whenever it is necessary to do so and you agree to upgrade your systems accordingly. You are responsible for acquiring an Internet Service Provider to obtain Internet connectivity. Virtua will not be responsible for system connectivity problems or issues relating to the use of your PDA, which you may encounter.

You are solely responsible for the proper use of the PEP and the Mercury software. Access to the PEP and the Mercury software will allow you to view confidential health and personal information about patients' admitted to the Virtua Hospitals. You agree to only view such confidential information as is necessary for you to provide appropriate treatment to your patients. Any unauthorized viewing, copying or dissemination of such information is a direct violation of federal and state law, Virtua policy, and this Agreement. In addition to the foregoing and without limitation, any violations of the Agreement or any Virtua policy may subject Physician to: loss of medical staff privileges; penalties and/or fines imposed by federal or state law; and/or loss of your medical license.

The sole purpose for which Virtua is making Clinical information available to Physician is to enable Physician to provide the most timely, efficient and effective treatment to Physician's patients. Access to confidential patient information is to be utilized solely to obtain information for use in the medical treatment and billing of Physician's patients.

You will be provided a unique password for both the PEP- and the Mercury software. You agree not to share your passwords with any other person, including any employees, agents or independent contractors of your medical office.

You are entirely responsible for maintaining the confidentiality of your passwords. Furthermore, you are entirely responsible for any and all activities that occur under your password. You agree to notify Virtua immediately of any unauthorized use of your password(s) or any other breach of security including but not limited to loss of your PDA. Virtua will not be liable for any loss that you may incur as a result of someone else using your password(s), or your PDA either with or without your knowledge. However, you could be held liable for losses incurred by Virtua or another party due to someone else using your password(s) or gaining access to patient information from your PDA. You may not use anyone else's password at any time.

The use of electronic mail from within the PEP is at your sole discretion. Virtua accepts no responsibility, and you agree to indemnify and hold Virtua harmless, for the use of email to communicate with patients or the possible confidential nature of the subject matter, including but not limited to transmission of patient information from your PDA.

Virtua reserves the right to terminate your access to the PEP and the Mercury software at any time and for any reason.

All information and data stored on the PEP, the Mercury software and Virtua's other related systems is the property of Virtua and/or the patient.

By way of example, and not as a limitation, you agree that when using the PEP- and Mercury software, you will not:

- Use the PEP in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same.
- Use any material or information, including images or photographs, which are made available through the Services and software in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such PEP specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the PEP or Mercury software.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Services or other user or usage information or any portion thereof.

Virtua reserves the right to monitor, access, review, and disclose information contained in any file without advance notice and/or without your consent.

Physician shall and does hereby indemnify and hold harmless Virtua Health, its subsidiaries, affiliates and its successors and assigns and their trustees, directors, officers, employees and agents against and from any and all claims, demands, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney's fees arising out of, connected with or resulting from the unlawful access to or misappropriation of patient information, misuse of PEP, or Mercury software or any other breach of this Agreement, provided through the services provided hereunder.

By signing the below access request you have acknowledge that you have read and agree to abide by the regulations stated in the above Virtua's Non Employee Information Confidentiality & Security Agreement.

Please fax this portion of the agreement page to IS Security Administration at 856-433-3106

Physicians and Physicians Assistants only	
Work Order #:	
Print Name:	Physician Signature:
Office Number Cell Phone Number: Pager Number:	E-mail Account:
Office Manager's Name:	Would you like to give authorization to the Office Mgr to request access for the staff?

MDATA: <input type="checkbox"/> Yes <input type="checkbox"/> No	PEP: <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Net Access Password The password can only be 8 characters in length. It should include Alpha (upper and lower case), numeric, special character (\$, #, ! etc.). The password must have at least 3 of the 4 characteristics stated above.</p> <p>No Names or dictionary words.</p> <p>Password: _____</p>	<p>Please provide an answer to the verification questions:</p> <p>What is your mother's maiden name?</p> <p>What is the name of the city where you were born?</p> <p>What was the make of your first car?</p>
<p>Please put a check next to application(s) to gain access:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Net Access West Jersey <input type="checkbox"/> Net Access Memorial <input type="checkbox"/> IBEX Berlin <input type="checkbox"/> IBEX Camden <input type="checkbox"/> IBEX Voorhees <input type="checkbox"/> IBEX Marlton <input type="checkbox"/> IBEX Memorial <input type="checkbox"/> PACS <input type="checkbox"/> RIS <input type="checkbox"/> Oblink <input type="checkbox"/> EBC <input type="checkbox"/> Other _____ 	<p>Would you require a physician.virtua.org email account?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Which department?</p> <ul style="list-style-type: none"> <input type="checkbox"/> ED <input type="checkbox"/> Cardiology <input type="checkbox"/> Radiology <p>Other: _____</p>