



**Health First, Inc.  
User Agreement for Physicians and Appointed Designee's Access  
To the First Access Provider Portal.**

**This User Agreement** is between Health First, Inc., a Florida not for profit corporation on behalf of its affiliated hospitals, and \_\_\_\_\_, herein after referred to as Physician, and becomes effective upon authorized signature.

**WHEREAS**, the Health First First Access Provider Portal was established to enable local healthcare providers to obtain protected health information on individual patients via a secure, web-based electronic communication system;

**WHEREAS**, this system is maintained by Health First, Inc. as part of an integrated health delivery system focused on clinical quality, patient safety, and operational efficiency;

**WHEREAS**, Health First, Inc. requires a Protected Health Information Exchange (PHIE) User Agreement for a Physician to use or disclose protected health information, or to access the Health First Protected Health Information System;

**WHEREAS**, sensitive and confidential patient information shall be obtained through the Health First First Access Provider Portal in a strictly professional capacity with Physician to develop patient treatment plans, support clinical treatment decisions and / or support health care operations for the Physician;

**NOW, THEREFORE**, the parties agree as follows:

**1. INCORPORATION OF RECITALS**

The parties expressly acknowledge and agree that the foregoing recitals are true and correct and are hereby incorporated into the terms and conditions of this Agreement.

**2. DEFINITIONS**

When used in this Agreement, the following words and phrases shall have the meaning set forth below:

- 2.1 "Agreement" means this agreement, including all attachments, schedules and exhibits.
- 2.2 "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.163, and in reference to the party to

this agreement, shall mean [insert name of physician/ business associate].

- 2.3 “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [insert name of physician/covered entity].
- 2.4 “Designee” – Person appointed by Physician via Health First form who is contracted with or employed by the Physician’s Office or Group (Physician) who shall have access to the information that is available to the Physician. Physician shall be responsible for the acts and omissions of any Designee.
- 2.5 “Effective Date” means date this agreement is signed by both Parties.
- 2.6 “HIPAA” means Health Insurance Portability and Accountability Act of 1996 as amended.
- 2.7 “Protected Health Information (PHI)” means individually identifiable information defined as a subset (record or transmission) of health information, including demographic information, collected from an individual. It is created or received by a health care provider, health plan, employer, or health care clearinghouse. It relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual. In addition, the information identifies the individual; or can be used to identify the individual. Protected Health Information excludes individually identifiable information regarding a person who has been deceased for more than 50 years.
- 2.8 “Health First First Access Provider Portal” means the applications set up to share protected health information over secure networks between providers authorized to view specific patient information.
- 2.9 “Physician” means an individual or group of licensed and practicing providers of health care, whose patients have utilized services throughout Health First, Inc. or its affiliated hospitals.
- 2.10 “Signatures” means the following responsible parties.

“Health First”: This is an individual at a specific entity responsible for the data or electronic medical record.

“Physician”: This is the physician requesting access for oneself or their staff members.

“Relationship Owner”: This is a Health First Director or above who is responsible and accountable to maintain a relationship with the physician and monitor the access provided to the physician and staff.

### **3. PHYSICIAN RESPONSIBILITIES**

- 3.1 Physician shall provide in writing the name, contact information, and other information as deemed necessary by Health First to Health First, Inc. to be used to determine eligibility to access the First Access Provider Portal. Additionally, Physician shall permit the use of this information in the Health First First Access Provider Portal users' directory.
- 3.2 Physician shall provide in writing the Designee information as listed in Schedule 3.2 for each staff member or person who has been designated by Physician to be granted access to the portal. Additionally, Physician is required, pursuant to this Agreement, to immediately notify Health First, Inc. Information Security or IT in writing of any changes in status to Physician's Designees, including removal or addition of staff who accesses portal. Physician shall obtain and provide Designee attestation, Schedule 3.2 as part of this agreement.
- 3.3 Physician shall notify Health First, Inc. in writing in advance of any other person/s who has been designated by Physician to be granted access to the portal, and the designating Physician shall take full responsibility that Designee abides by the terms set forth by this agreement and applicable laws. Additionally, Physician and Designee agree to immediately notify Health First Inc. Information Security or IT of any changes in job position or responsibilities, to allow Health First access to the information it deems necessary for the evaluation of the appropriateness for status as a registered Health First First Access Provider Portal user. Physician understands that a change in job position or responsibilities may make the individual ineligible for future access to the Health First First Access Provider Portal. Physician and Designees shall immediately notify Health First Inc. Information Security or IT of any inappropriate access or violation of this Agreement.
- 3.4 Physician and each appointed Designee shall protect the username and password provided to access the Health First Protected Health Information System and understands that the Physician username and password assigned is for use only by the Physician and understands that the username and password assigned to the Designee are strictly prohibited from being shared with other entities or individuals. Sharing of the assigned username and/or password by the Physician and/or designee shall result in immediate termination of access to the Health First First Access Provider Portal and if required by law, notification of HIPAA violation to the Office of Civil Rights and other regulatory agencies. Delegate shall execute an acknowledgment form.

- 3.5 Physician and Designee shall comply with all provisions of the Health Insurance Portability and Accountability Act of 1996 as amended and other applicable privacy laws and shall treat information received via the Health First First Access Provider Portal as sensitive and confidential.
- 3.6 Physician and Designee shall use the information received via the Health First First Access Provider Portal for the purpose of performing duties as a health care professional in developing individual patient treatment plans, making professional treatment decisions or fulfilling payment accountabilities and shall limit inquiries for Protected Health Information to the minimum necessary to accomplish the intended purpose.
- 3.7 Physician and Designee shall limit the information accessed to only those items that are essential to the performance of professional duties.
- 3.8 Physician and Designee shall not attempt to avoid or circumvent the security measures set up to protect the Health First First Access Provider Portal from unauthorized use.
- 3.9 Physician and Designee shall not use the name of Health First or the Health First First Access Provider Portal in a way that misrepresents the source of personal patient health information or jeopardizes the integrity or security of such information.

#### **4. TERM AND TERMINATION**

- 4.1 Term. This agreement shall take effect on the date signed and shall remain in effect for one year and shall automatically renew in 12 month increments.
- 4.2 Right of Termination. Access to the Health First First Access Provider Portal, and eligibility to become, or remain a Health First First Access Provider Portal user, is determined solely at the discretion of Health First, Inc. and may be terminated at any time, with or without cause. Such termination is effective upon sending a Notice of Termination to Physician via e-mail, personal delivery or sending of written notification via U.S. mail.
- 4.3 Effect of Termination. Notwithstanding any other provision in this Agreement, Health First, Inc., any Designee and the Physician agree that the termination of the Agreement shall in no way eliminate each party's responsibility for maintaining the confidentiality of protected health information and all other information shared between the parties related to this agreement. Physician and Designee shall upon termination immediately return or destroy any data or information solely obtained through the portal.

## **5. CONFIDENTIALITY**

5.1 Protection of Protected Health Information. Physician and Designee acknowledge and agree that, during the term of this agreement; he/she shall have access to and be in possession of confidential and protected patient health information. Physician and Designee recognize and agree that the improper use or unauthorized use or disclosure of Protected Health Information is a violation of law. Physician recognizes and agrees that Physician and Designee use of Health First First Access Provider Portal may be subject to audit at the discretion of Health First, Inc. Physician and Designee agree:

5.1.1 That Protected Health Information shall be maintained in a confidential and secure manner and shall remain the property of Health First, Inc.;

5.1.2 To not directly or indirectly use or disclose to any third party any Protected Health Information except as required or allowed by law;

5.1.3 To take all reasonable steps to ensure that Protected Health Information is not inadvertently disclosed during the term of this Agreement and following its expiration or termination; and

5.1.4 To ensure that each of its respective employees, agents, or affiliates are familiar with and abide by this agreement and the restrictions on the use and disclosure of Protected Health Information as established by HIPAA and other applicable privacy laws.

5.1.5 Physician and Designee shall fully cooperate with all audits regarding use or access related to Health First First Access Provider Portal without cost to Health First.

5.2 HIPAA Compliance. Physician and Designee agree to comply with any and all applicable provisions of law set forth in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91 ("HIPAA") and the HIPAA Privacy Standards set forth in Title 45, CFR, Parts 160-164. Physician and Designee agree to use the appropriate safeguards to prevent the use or disclosure of protected health information, as that term is defined under HIPAA.

## **6. RECORDS**

6.1 Ownership and Access to Protected Health Information. All information provided through the Health First First Access Provider Portal is provisional, and may be updated or changed at any time, in order to reflect new patient

demographic or treatment information. All records accessed through the Health First Protected Health Information Exchange shall remain the property of Health First, Inc. Health First makes no warranties or guarantees as to the accuracy of such information.

- 6.2 Maintenance of Records. Physician and Designee agree to maintain all accessed, downloaded or printed information (electronic and hardcopy) in a secure manner and to destroy all accessed, downloaded or printed information (electronic and hard copy) as soon as it is no longer needed or upon termination of this Agreement. User shall also limit the photocopying of information and shall destroy photocopies when no longer needed.

## **7. BUSINESS RELATIONSHIP**

- 7.1 Independent Contractors. Each party acknowledges and agrees that in performing its duties under this Agreement, it is acting as an independent contractor as that term is defined under Florida law. Each party expressly recognizes and agrees that it is not acting in the capacity of an agent or employee of the other and in no event shall any party be deemed responsible for the acts or omissions of another party.
- 7.2 Non-Assignability. Each party acknowledges and agrees that this Agreement and the rights or duties there under are not assignable.

## **8. INSURANCE**

Physician shall at his/her own expense keep in force and at all times maintain during the term of this agreement:

- 8.1 Liability Insurance. Professional Liability Insurance issued by a reputable insurance company authorized to sell liability insurance policies in the State of Florida in the amount not less than \$250,000 per occurrence and \$750,000 annual aggregate (which amount shall not have been reduced by prior claims) covering Physicians' professional services rendered during the term of this Agreement of renewal term of this Agreement.
- 8.2 Insurance Certificates. Physician shall maintain certificate(s) of insurance and shall make certificates available upon request to Health first and shall notify Health First in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are licensed and authorized under the laws of the State of Florida.

**9. INDEMNIFICATION**

Physician and Designee agree to indemnify and hold harmless Health First, Inc. and its affiliated hospitals, including each of its directors, officers, employees, and agents from and against all liabilities, claims, costs, losses, damages, expenses and attorney fees resulting from the acts or omissions of Physician or his/her Designees in in accessing or using the Health First First Access Provider Portal or information derived from the system..

**10. GOVERNING LAW**

This Agreement has been constructed, executed, delivered, and is intended to be performed in the State of Florida. This Agreement, in all instances and regardless of the jurisdiction, forum, court or other tribunal, shall be governed by, and interpreted in accordance with, the laws of the State of Florida. Exclusive jurisdiction and venue for any dispute relating to this Agreement shall reside in the circuit court of Brevard County, Florida.

**11. MISCELLANEOUS**

11.1 Regulatory Compliance. Physician agrees to perform it obligations hereunder in accordance with all applicable federal and Florida laws and agrees to indemnify Health First from and against any and all liability for any noncompliance on the part of the Physician or his/her Designees.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties and may be amended only in writing when signed by the parties. There are no representations, agreements, or understandings, oral or written, between or among the parties related to the subject matter of this Agreement which are not fully expressed herein.

11.3 Notice. Any notice required to be given by one party to the other party shall be personally delivered; sent via certified mail, return receipt requested; or commercial overnight delivery services to the following addresses:

Health First: \_\_\_\_\_  
\_\_\_\_\_

Physician: \_\_\_\_\_  
\_\_\_\_\_

Any notice given in accordance with this section shall be deemed as given on the date actually received by the party to whom the notice is delivered and addressed.

11.4 Headings. The headings of this Agreement are for organizational purpose and do not have substantive effect on the Agreement.

11.5 Attorney's Fees. If litigation is instituted between the parties with respect to the arrangement contemplated by this Agreement, the prevailing party therein shall be entitled to recover, in addition to all other relief obtained, costs, expenses, and fees including attorney's fees, incurred in such litigation, both in the trial court and on appeal.

11.6 Survival. Each party agrees that Articles 8, 9, and 10 shall survive the termination of this agreement.

11.7 Representative's Authority to Contract. By signing this agreement, the Physician attests that he/she is the person duly authorized to execute this Agreement and agrees to be bound by the provisions thereof.

11.8 Physician Affirmation: Physician affirms that he/she has the following relationship(s) with Health First or a Health First entity:

\_\_\_\_\_ Medical Staff member:  
Entity: \_\_\_\_\_

\_\_\_\_\_ Health Plan Provider

\_\_\_\_\_ Other: \_\_\_\_\_

(Please explain other relationship with Health First)

(Check all that apply)

IN WITNESS THEREOF, the parties have executed this Agreement as of the date signed.

## **HEALTH FIRST**

\_\_\_\_\_  
Signature of authorized Vice President

\_\_\_\_\_  
By: (Printed Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title: (Printed Title)



**PHYSICIAN**

\_\_\_\_\_  
Signature of authorized person:

\_\_\_\_\_  
By: (Printed Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title: (Printed Title)

**RELATIONSHIP OWNER**

\_\_\_\_\_  
Signature of Health First relationship owner \*  
\*Must be a director or above.

\_\_\_\_\_  
By: (Printed Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title: (Printed Title)

\_\_\_\_\_  
Date

**Schedule 3.2**

**External Designee First Access Attestation**

**This is an amendment to the First Access User Agreement**

**The following Designees have been authorized by the physician(s) to obtain access to their patient information.**

I \_\_\_\_\_, attest and certify that:  
(Printed Name)

I have read the Health First, Inc. User Agreement for Physicians and Appointed Designee's to the First Access Provider Portal.

I will abide by the use and terms of the above agreement.

I will immediately notify Health First of any change in my job/position.

I will not utilize First Access for any reason outside of my current job description with the provider listed below.

I agree if I leave my current position my access will be terminated and I must reapply for access with any new provider.

Legal name	Job Title	Date of Birth	SSN

Employee/Designee Name: \_\_\_\_\_

Employee/Designee  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Physician Sponsor Name: \_\_\_\_\_  
(Printed Name)

Office Name and Address:  
\_\_\_\_\_

City, State, Zip Code:  
\_\_\_\_\_

Email of person responsible (manager, physician): \_\_\_\_\_

Business Phone: \_\_\_\_\_

Physician  
Sponsor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*After completion of Schedule 3.2 please fax to 321.434.6514, attention First Access Analyst.*

Date received by Health First: \_\_\_\_\_ Received by: \_\_\_\_\_