

RPSLink Access Request Practice/Client System Administrator Form

This request form facilitates Practice's Authorized User access to the RPSLink portal only. Submission and approval of this form does not grant licensing rights to Epic, One Chart, or any of The Nebraska Medical Center's ("Nebraska Medicine") electronic health record systems. The Authorizing Person signing this form for the Practice must be a person who is authorized to legally bind the Practice to agreements.

AUTHORIZED USER INFORMATION

"Authorized User" means an individual workforce member (employee, contractor, clinician, staff) authorized by Practice to access RPSLink on Practice's behalf.

Last Name: _____

First Name: _____

Middle Initial: _____

Date of Birth (MM/DD) _____

Email Address _____

Contact Phone Number _____

USER TYPE (Check all that apply)

Provider (MD, NP, APRN)

Clinical Staff

Billing Staff

System Administrator

Other _____

PRACTICE/CLIENT INFORMATION

"Practice" means the independent provider organization requesting access to RPSLink (the client of RPS for referral testing services agreeing to these Terms & Conditions).

Practice/Client Legal Name: _____

Practice/Client Account Code (RPS): _____

PRACTICE/CLIENT SYSTEM ADMINISTRATOR (REQUIRED)

The Practice-designated administrator listed below is responsible for all Practice management communications.

Administrator Name: _____

Administrator Title: _____

Administrator Email: _____

Administrator Phone: _____

AUTHORIZATION (Authorization of Practice is required)

Authorizing person can be the same or different than the practice/client system administrator

Please read the attached Terms & Conditions, check the box, and sign below to indicate agreement.

Also typing your name below constitutes your electronic signature.

I have read and agree on behalf of the Practice to the Terms & Conditions for RPSLink.

Authorizing Person (Print): _____

Authorizing Person (Signature): _____

Date of Signature: _____

SUBMISSION INSTRUCTIONS

Please email or fax the completed form to RPS Interface Support:

RPSInterfaceSupport@unmc.edu

Fax: 402-204-4487

Once processed, you will receive your User ID and temporary password via email.

RPSLINK TERMS & CONDITIONS

DEFINITIONS

"Agreement" means these Terms & Conditions.

"Authorized User" means an individual workforce member (employee, contractor, clinician, staff) authorized by Practice to access RPSLink on Practice's behalf.

"Confidential Information" means information that is confidential and proprietary information of Regional Pathology Services, and which may include, but is not limited to, information relating in any way to Regional Pathology Services employees, finances, and trade secrets.

"Nebraska Medicine" means The Nebraska Medical Center and its affiliated entities, as applicable solely to the extent Nebraska Medicine provides hosting, identity management, or administrative support for RPSLink.

"Practice" means the independent provider organization requesting access to RPSLink (the client of RPS for referral testing services agreeing to these Terms & Conditions).

"Protected Health Information" means the information defined as such by the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder governing the privacy and security of individually identifiable health information (collectively, "HIPAA").

"RPS" means Regional Pathology Services.

"RPSLink" means the RPS web portal and related systems made available by RPS for referral testing order/status/result information.

ACCESS TO RPSLINK

1. Subject to Practice's compliance with the terms of this Agreement, RPS, located at 981180 Nebraska Medical Center, Omaha, NE 68198, grants Practice and its Authorized User(s) access to RPSLink (and related data) exclusively for the purpose of providing timely laboratory services to improve patient care. RPSLink provides a secure method for Practice through its Authorized User(s) to access, order, and track laboratory test results. RPSLink access does not grant licensing rights to Epic, One Chart, or any Nebraska Medicine electronic health record system.
2. To provide access, RPS will provide Username- and Password-secured access to Practice to inquire on Practice' own patients, test orders, status of tests, and test results. If Practice has multiple client numbers with RPS, this Username and Password will access all patients within the Practice's defined group of client numbers.
3. So long as RPSLink is utilized in accordance with RPS specifications and the terms of this Agreement, RPS will not charge Practice a monthly fee.
4. Practice must accept this Agreement to access RPSLink.
5. RPS may modify this Agreement at any time, and such modifications shall be effective immediately upon posting the modified Agreement to RPS's website or other designated platform, provided that RPS shall use commercially reasonable efforts to notify Practice of material modifications within ten (10) days of posting. Practice's continued use of RPSLink following any modification shall constitute acceptance of such modification.
6. Notwithstanding anything in this Agreement to the contrary or any other agreement between RPS and Practice, RPS in its sole discretion may refuse to grant access to RPSLink to Practice and its Authorized Users, may at any time audit such access, and may remove access rights from Practice or Authorized Users at any time and for any reason, with or without prior notice, and RPS shall have no liability to Practice or any Authorized User arising from any such refusal, audit, or removal of access.

PRACTICE AGREES TO THE FOLLOWING

1. Provide all hardware, including phone line (if necessary), software, and Internet access necessary for accessing RPSLink. There are no communication speed requirements.
2. Acknowledge that patient results viewed in Result Inquiry may not represent the completed report. This is especially true for microbiology cultures, which are observed daily for growth and may take several days to become positive. Practice must ensure that all test values are final results before providing copies to Practice's patients.
3. In the course of using RPSLink, Practice will have access to written or electronic media information concerning patients, test orders, test results, client demographics, ordering physicians, and services performed by The Nebraska Medical Center/University of Nebraska Medical Center. Practice will not disclose (verbally, in written form, by electronic or any other means) individual patient health information to which it has access through RPSLink to any unauthorized person.
4. It is Practice's sole responsibility to determine, control, and be responsible for Authorized Users, including immediately notifying RPS Interface Support of any required access changes, including termination of access upon workforce separation of any Authorized User. For clarity, contact information for RPS Interface Support is: RPSInterfaceSupport@unmc.edu or fax 402-204-4487.
5. Practice will use RPSLink access solely for the treatment of its patients and related payment purposes.
6. Practice certifies that (i) the Authorized User listed above is a member of Practice's workforce, and (ii) Practice has authorized such individual to access RPSLink on Practice's behalf.
7. If an Authorized User under Practice is not an employee of Practice, Practice represents and warrants that it has a written agreement with the contractor that causes the contractor to be bound by this Agreement and Practice remains fully responsible for the contractor as an Authorized User hereunder.

INFORMATION SECURITY REQUIREMENTS

1. In accessing RPSLink, Practice including each Authorized User specifically agree to comply with the following:
 - The computer login provided by RPS is equivalent to a LEGAL SIGNATURE and must not be shared with anyone or disclosed to any unauthorized persons.
 - Authorized User will access RPSLink only for the purposes permitted herein.
 - Authorized User will utilize and access only the minimum amount of information necessary for performance of his or her professional responsibilities.
 - Authorized User agrees not to access or request data on patients for whom he or she has no clinical/professional relationship.
 - Authorized User will notify RPS immediately upon receiving any Protected Health Information for any patient that is not under the Practice's care. Such notice must be made to RPS Interface Support at RPSInterfaceSupport@unmc.edu
 - Authorized User will log-off and terminate access when leaving a workstation to prevent unauthorized access.
 - Authorized User will avoid accessing RPSLink from any workstation that is of unknown electronic protection status (i.e., cafe or airport browser systems).
2. Practice agrees not to intentionally disclose its RPSLink Username or Password (security codes) to anyone other than Practice's authorized staff or attempt to learn another RPS client's security code.
3. Practice accepts responsibility to maintain password security, and related updates for Practice's staffing as needed. RPS recommends that passwords be changed on a monthly basis. The Practice Administrator's Username/Password allows management of other passwords as determined solely by the Practice Administrator. This password must be kept strictly confidential by the Practice Administrator.

4. Practice assumes full responsibility for any loss, misuse, unauthorized disclosure or modification of Protected Health Information, Confidential Information, and/or the systems on which such information is maintained caused by Practice or Practice's employees, agents, or contractors. Practice shall establish and implement appropriate safeguards to protect the integrity and availability of Protected Health Information and Confidential Information.
5. Practice must always exercise extreme care in protecting usernames and passwords and must never share or disclose passwords for any reason. Each Authorized User of the system must be issued a unique username and password. Nebraska Medicine will provide automated means to periodically force password changes as deemed necessary by RPS.
6. Practice must notify Nebraska Medicine and RPS within one (1) business day of becoming aware of any incidents of unauthorized access to RPSLink, unauthorized disclosure of Protected Health Information, Confidential Information, or User Names and Passwords, or other security incidents or breach involving or related to RPSLink. Practice acknowledges that RPS may be notified by Nebraska Medicine as part of internal incident response processes. Practice shall take all necessary action, at Practice's own expense, to mitigate damages either directly or indirectly resulting from any unauthorized use or disclosure of Protected Health Information by Practice or Practice's employees, agents, or contractors including breach notification as required by HIPAA. RPS and Practice shall cooperate in investigating and responding to any such security incidents. Notice must be given to RPS Interface Support at RPSInterfaceSupport@unmc.edu
7. RPS also reserves the right to require Practice to prohibit any employee, agent or contractor of Practice who has caused a security incident at RPS from accessing RPSLink.

CONFIDENTIALITY

1. Practice shall at all times comply with HIPAA and all other applicable privacy laws in its access to and use and disclosure of all Protected Health Information accessed through RPSLink.
2. Except as otherwise required by law, Practice shall not use Confidential Information for any purpose other than the purpose for which the Confidential Information was disclosed; shall protect and maintain Confidential Information in strict confidence; and shall not, without RPS's prior written consent, disclose Confidential Information to any other person or entity, except those of Practice's directors, officers, or employees ("Representatives") on a need-to-know basis and who are advised of the confidential nature of the information and are under obligations of confidentiality and non-use at least as stringent as those herein.
3. Upon termination of this Agreement or request of RPS, Practice shall return or destroy all Confidential Information including materials containing such Confidential Information.
4. The obligations of confidentiality regarding Confidential Information do not apply to information that is in the public domain; independently known, obtained, or discovered by Practice; or hereafter supplied to Practice by a third party without restriction. If Practice is compelled by law to disclose any Confidential Information, it shall provide RPS with prior notice of such compelled disclosure (to the extent legally permitted).
5. Practice acknowledges that Confidential Information is special, unique, and extraordinary in character and that RPS would be irreparably harmed by any use or disclosure of Confidential Information in violation of this Agreement. Practice agrees that damages cannot adequately compensate RPS in the event of a violation of this Agreement and that injunctive relief would be essential for the protection of RPS, its successors, and assigns. Practice, therefore, agrees and consents that in the case of any such breach or violation, RPS shall be entitled to such injunctive relief.
6. If Confidential Information is disclosed to a third party in breach of this Agreement, Practice will provide all reasonable assistance to RPS in pursuing available remedies. Practice agrees to indemnify, defend, and hold harmless RPS and Nebraska Medicine including their respective officers, directors, employees, affiliates and other agents from and against all losses, liabilities, damages, deficiencies, costs and expenses (including interest and penalties imposed or assessed by any judicial or administrative body, and reasonable attorney's fees) incurred by it or them and arising as a result of an unauthorized use or disclosure of Confidential Information by Practice or Authorized Users.
7. Upon receipt of written demand from RPS or Nebraska Medicine, Practice agrees to immediately return or destroy, except to the extent infeasible, all Confidential Information demanded by RPS, including all such Confidential Information which Practice has disclosed to its employees, contractors and/or agents; provided however, that RPS and Nebraska Medicine recognize that for Practice's legal compliance purposes, a sole copy of certain Confidential Information may be retained.
8. All Confidentiality provisions of this Agreement shall survive termination of this Agreement.

TERM AND TERMINATION

The term of this Agreement shall commence as of the Date Practice accepts these Terms & Conditions and shall terminate upon thirty (30) days written notice to Practice from RPS, or immediately upon written notice to Practice from RPS if Practice violates any material term or condition of this Agreement.

DISCLAIMERS

1. Practice understands AND agrees that RPS and Nebraska Medicine do not make any express or implied warranties, representations, or endorsements whatsoever (including without limitation warranties of title or noninfringement, or the implied warranties of merchantability or fitness for a particular purpose) regarding RPSLink or any information provided through RPSLink. In no event will RPS or Nebraska Medicine be liable to Practice or anyone else for any decision made or action taken by Practice or anyone else in reliance upon the information provided through RPSLink. Practice understands and agrees that in no event shall RPS or Nebraska Medicine be liable for any direct, indirect, incidental, consequential, special, exemplary, or any other monetary or other damages, fees, fines, penalties, or liabilities arising out of or relating in any way to RPSLink.
2. Practice agrees to indemnify and hold harmless RPS and Nebraska Medicine, their governing bodies, officers, employees, subcontractors, and agents from and against any and all claims, costs, losses, damages, liabilities, expenses, demands, and judgments, including litigation expenses and attorneys' fees, which may arise from Practice's and Authorized Users' access to RPSLink and/or from the negligent acts or omissions of Practice or any Authorized User including, but not limited to, any penalties, claims, or damages arising from or pertaining to a breach of this Agreement.

JURISDICTION AND GENERAL TERMS

This Agreement is entered into and is governed by and shall be construed in all respects under the laws of the State of Nebraska. If any of the provisions of this Agreement are held by a court or other tribunal of competent jurisdiction not to be enforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter. It may not be modified except as described elsewhere in this Agreement.