



## New Site Authorization Form

To complete your site request: Save this completed New Site Authorization form and go to [https://piedmontlink.piedmont.org/PRD/common/account\\_request\\_main.asp](https://piedmontlink.piedmont.org/PRD/common/account_request_main.asp) and upload completed form to appropriate section of your Site request.

*Please note this form is only needed for new sites.*

This document, signed by an **Authorization Provider for the medical practice/group** OR signed by an **Authorization Director for the post-acute discharge facility or billing group**, serves as authorizing documentation to Piedmont Healthcare for shared access to patient information in Piedmont Link.

**Medical Practice / Post-Acute Facility / Billing Group Name:**

**If medical practice or billing group, please list all Physicians / APPs associated with this account (full name & NPI):**

Each medical practice / post-acute facility / billing group must identify a **primary and secondary Site Administrator of their choice that will apply for Piedmont Link access**. Site Administrators accept the role of managing their site's users. Responsibilities are:

- Reviewing all site user access at least every 90 days to ensure timely deactivation of terminated or inappropriate users
- Requesting new access for site users who are employees of the site, practice, provider, and/or facility
- Ensuring accuracy and validity of new access requests for site
- Reporting any staff role changes at the site including changes to the Site Admin as well as other users

Communications will be sent via email and/or Piedmont Link to the Site Administrator who must validate all users or all users left unvalidated will lose access to information and be deactivated.

**Primary Site Administrator Name:**

**Email:**

**Secondary Site Administrator Name:**

**Email:**

**Authorizing Physician / Authorizing Director Name:**

**Authorizing Physician / Authorizing Director Signature:**

**Date:**

In signing and completing the information above, each applicant must review the attached **Remote Access Agreement from Piedmont Healthcare** and acknowledge the **Piedmont Healthcare Terms & Conditions** for Piedmont Link upon first login.

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## COVERED ENTITY REMOTE ACCESS AGREEMENT

This Remote Access Agreement (the "Agreement") is entered into by and between Piedmont Healthcare, Inc., on behalf of itself and its affiliates (collectively, "Piedmont") and the party executing this Agreement below as the Covered Entity ("ENTITY").

### Background:

As a "Covered Entity," as such term is defined under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations issued thereunder (collectively, "HIPAA"), ENTITY may be granted access to certain confidential records relating to Piedmont patients, including Protected Health Information ("PHI"), as such term is defined under HIPAA, for certain purposes permitted under HIPAA. Terms used, but not otherwise defined in this Agreement, have the meanings given to them in 45 C.F.R., Parts 160 and 164, which are incorporated herein by reference.

ENTITY may identify to Piedmont specific individuals as authorized representative(s) of ENTITY (each, a "USER"), who shall be granted access to Piedmont's electronic medical record system (the "EMR") as agents of ENTITY for the purposes, and in accordance with the terms, set forth in this Agreement. ENTITY will cause each USER to strictly comply with the terms of this Agreement. **ENTITY acknowledges and agrees that ENTITY is responsible for the activities of any USER accessing the EMR, including any breach of or non-compliance with terms of this Agreement or applicable law by USER.**

### Terms of Access:

1. Access. ENTITY and/or USER may access the EMR only through the use of Piedmont-issued user IDs and authentication protocols. Piedmont will issue to ENTITY unique user IDs and unique authentication protocols for USER(s). **USER(s) may not share user IDs or authentication protocols with any other person or entity. ENTITY is solely responsible for the security of and authentication protocols of user IDs issued to USER. ENTITY shall prevent and shall be liable for any unauthorized use of any unauthorized use of any user IDs.** If ENTITY or USER knows or has reason to suspect that the security of the user ID or authentication protocols issued by Piedmont has been compromised, ENTITY will immediately notify Piedmont's Customer Care Center at 404-605-3000 and Compliance Officer at 404-425-7350, or such other phone number as Piedmont may provide to ENTITY from time to time. Piedmont may charge ENTITY a reasonable fee to replace lost equipment issued to ENTITY under Piedmont's authentication protocols.

2. Permitted Use; Compliance with Laws. ENTITY and each USER will be granted "read only" access to PHI made available through the EMR in accordance with Piedmont's policies and subject to applicable HIPAA regulations relating to minimum necessary access and use. ENTITY agrees, and will require each USER to agree, not to use the EMR or use or disclose any information and data, including but not limited to PHI, obtained from or in connection with the use of the EMR, except as allowed under the applicable HIPAA regulations, including 45 C.F.R. §§164.502 and 164.506, as the same are then in effect (the "Permitted Purposes"). ENTITY further agrees, and will require USER(s) to agree, to comply with the terms of this Agreement, all applicable laws and regulations, including but not limited to HIPAA, and Piedmont's applicable policies and procedures, as such policies may be made available to ENTITY from time to time.

3. Equipment for Access. ENTITY must obtain and support all hardware, software, wiring, and other components necessary for USER(s) to access the EMR (other than the equipment issued under Piedmont's authentication protocols). The current equipment for access to the EMR, which may be changed by Piedmont from time to time, is set forth in the attached Exhibit A, which is incorporated herein by reference. In order for USER to access the EMR when off the Piedmont campus, USER must have

internet access. ENTITY is responsible for any and all costs associated with obtaining and maintaining internet access for ENTITY and USER. Piedmont is not providing ENTITY or USER with internet access and is not serving as an internet service provider ("ISP") as a part of this Agreement.

4. Anti-Virus Software; Data Security. Each computer, laptop or other device used by a USER to access the EMR or to transmit, maintain or store PHI must have industry standard up-to-date anti-virus software or protection via hardware firewall. If ENTITY or USERS use a commercial ISP to access the EMR, the anti-virus software must include firewall protection.

5. Reporting of Inappropriate Access, Use or Disclosure of PHI, Including Breach of Unsecured PHI. Upon becoming aware of inappropriate use or disclosure of PHI obtained or accessed via the EMR or any Breach of Unsecured PHI, as such terms are defined by HIPAA, ENTITY will report such incident to Piedmont's Customer Care Center and Compliance Officer as soon as possible, but in any event, no later than two (2) business days after ENTITY discovers that PHI has been Breached or otherwise improperly accessed, used, or disclosed. ENTITY will provide any available information regarding its investigation of the incident and cooperate with Piedmont in its investigation. ENTITY will reasonably assist Piedmont in mitigating harmful effects of the incident and will take appropriate corrective action with respect to any USER(s) responsible for the incident, as applicable.

6. Use of Programs; Content. Piedmont grants to ENTITY a revocable, non-exclusive, non-transferable, limited right to use, solely for the Permitted Purposes by USER and ENTITY, as applicable, the software programs and applications made available to ENTITY and USER for read-only access to certain PHI in the EMR. ENTITY agrees, and will require USER(s) to agree, to use the data, information, or content available, including but not limited to PHI, through the use of the EMR only in strict compliance with the terms, conditions, and restrictions set forth this Agreement and all applicable laws. The terms, conditions, and restrictions set forth in this Agreement also apply to the software programs and applications made available to ENTITY and USERS or content available through the use of the EMR. Piedmont may change, suspend or discontinue all or any aspect of the ENTITY's or any USER's use of the EMR at any time.

7. Risk of Use; Backup. Use of the programs, applications, information, data, and content available, including but not limited to PHI, on or through the use of the EMR is at ENTITY's own risk. Piedmont does not guarantee the accuracy of any content, data, or information, including but not limited to PHI, available through use of the EMR. Piedmont does not guarantee that data available from the EMR will be free of viruses, worms, or other damaging items. ENTITY is solely responsible for implementing sufficient procedures and checkpoints to satisfy its particular requirements for protecting the hardware and software of ENTITY and USER(s); for protecting the accuracy of data input and output as permissible under the law; and for maintaining a means external to the EMR to reconstruct any lost data.

8. Ownership; Restrictions on Use. All proprietary rights, including without limitation all trade secrets, trademarks, trade names, and copyrights, in and to all intellectual property related to any feature of the EMR (including all artwork, screen presentations, drawings, motion pictures, audiovisual works, images, words, text and displays viewable after entering the EMR and all techniques, algorithms, development tools, software, command structures, processes, menus, navigational aids, programming techniques, object code, source code, and methods associated with the EMR) belong exclusively to Piedmont or its licensors. As between Piedmont and ENTITY and USER(s), all information and data, including but not limited to PHI, obtained by ENTITY or USER(s) as a result of access to the EMR or otherwise provided to ENTITY or USER(s) by or on behalf of Piedmont is and will remain the exclusive property of Piedmont. Except as expressly permitted in this Agreement, ENTITY agrees and shall cause USER(s) not to: (i) use, download, copy, alter, or modify any feature of the EMR (electronically or otherwise); (ii) sell, license, publish, display, distribute in any other form, any feature of the EMR or any derivative works related to any feature the EMR, or disclose or otherwise make available any feature of the EMR to any third party; (iii) reverse engineer, reverse assemble, reverse compile, or otherwise translate any feature of the EMR; (iv) use any information stored in or processed by the EMR except as expressly authorized by this Agreement; or (v) remove, obliterate, or alter any proprietary rights, notices or legends related to any feature of the EMR. No service bureau work, multiple-user license, or time-sharing

arrangement is permitted. Neither ENTITY nor USER will upload or attempt to upload, or distribute or attempt to distribute or otherwise publish through the EMR, any material which (a) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening, or otherwise objectionable to Piedmont in its sole and absolute discretion, (b) contains viruses or other contaminating or destructive features, (c) violates the rights of others, such as by infringing any copyright, trademark, patent, or trade secret or violating any right of privacy or publicity, or (d) otherwise violates any applicable law.

9. Monitoring Use. Piedmont reserves the right to monitor and audit at any time the use and access of the EMR by ENTITY and USER to ensure compliance with the terms and conditions of this Agreement. For the user ID and authentication protocols issued to USER, within 380 days following the date of execution of this Agreement, and for each 380-day period thereafter during the term of this Agreement, Piedmont will send ENTITY and USER(s) an authentication/verification notice whereby ENTITY and USER will be required to authenticate/verify certain information required by Piedmont for continued access to the EMR by ENTITY and/or USER(s). FAILURE BY ENTITY AND/OR USER TO SATISFY SUCH AUTHENTICATION/VERIFICATION REQUIREMENTS OF PIEDMONT OR TO ACCESS THE NETWORK DURING ANY 380-DAY PERIOD SHALL RESULT IN IMMEDIATE TERMINATION OF ACCESS TO THE EMR. ALSO, FAILURE BY ANY USER TO ACCESS THE EMR DURING ANY 180-DAY PERIOD WILL RESULT IN TERMINATION OF SUCH USER'S ACCESS TO THE EMR.

10. Support. Piedmont's Customer Care Center will provide reasonable assistance in establishing initial access to the EMR. Once access has been established, Piedmont's Customer Care Center will provide reasonable call-in assistance to troubleshoot errors, defects, malfunctions, or operation issues associated with the EMR. Piedmont shall not provide support if the Customer Care Center determines that the problem relates to ENTITY or USER operator error, hardware or software, or other connectivity issues not associated with Piedmont's system. In no event will Piedmont provide on-site support. Piedmont will use reasonable efforts to maximize availability of the EMR; however, Piedmont is not responsible if ENTITY and/or USER are not able to access the EMR for any reason. Further, Piedmont is not responsible for any technical difficulties resulting from the unavailability of the World Wide Web or internet generally.

11. Termination. Unless earlier terminated in accordance with this Section 11, this Agreement shall be effective as of the date signed by ENTITY and shall remain in effect so long as ENTITY qualifies as a "Covered Entity" (as defined by HIPAA) with respect to patients or former patients of Piedmont. ENTITY may elect to terminate this Agreement and access by ENTITY and USER(s) at any time by providing written notice to Piedmont. ENTITY acknowledges and agrees that termination of access to ENTITY also means termination of access to USER(s) to the EMR. Piedmont may elect to terminate this Agreement and access by ENTITY and USER(s) to the EMR at any time, with or without reason. Upon termination of this Agreement, whether by ENTITY or Piedmont, ENTITY will return all equipment issued to ENTITY under Piedmont's authentication protocols and any other hardware, software, or other materials, if any, that Piedmont has provided to ENTITY in connection with the use of the EMR by ENTITY and USER. The obligations of ENTITY and USER under this Agreement survive termination of the Agreement or termination of access to ENTITY and USER to the EMR, as described in Section 16 below.

12. Indemnification. ENTITY agrees to indemnify and hold Piedmont, its affiliates, licensors, service providers, employees, agents, officers, directors, and contractors harmless from any damages, costs, expenses (including reasonable attorneys' fees), or liabilities incurred as a result of any ENTITY's or USER's (i) breach of any provision of this Agreement; (ii) use or disclosure of PHI or other information or data obtained by ENTITY or a USER through the EMR; or (iii) violation of any applicable law.

13. NO WARRANTIES. THE SERVICES OF PIEDMONT, ACCESS TO THE EMR, AND ANY PHI OR OTHER INFORMATION OR DATA PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PIEDMONT AND ITS LICENSORS AND SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES REGARDING THE EMR, ANY PHI OR OTHER INFORMATION OR DATA PROVIDED, AND PIEDMONT'S PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-

INFRINGEMENT. PIEDMONT DOES NOT WARRANT THAT THE EMR WILL MEET ALL OF THE REQUIREMENTS OF ENTITY OR USER(S), OR THAT THE USE OF THE EMR WILL BE UNINTERRUPTED OR ERROR-FREE.

14. **DISCLAIMER OF LIABILITY.** IN NO EVENT SHALL PIEDMONT OR ITS LICENSORS OR SERVICE PROVIDERS BE LIABLE TO ENTITY OR USER(S) FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA) IN ANY WAY RELATED TO THE AGREEMENT, THE PERFORMANCE OF ANY TECHNICAL ASSISTANCE, MAINTENANCE OR SUPPORT SERVICES, OR OTHER SERVICES PURSUANT TO THIS AGREEMENT, OR USE OF THE EMR, WHETHER IN CONTRACT, TORT OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR KNOWN BY THE PARTIES. THE DISCLAIMER OF DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

## **EXHIBIT A EQUIPMENT FOR NETWORK ACCESS**

*Piedmont and ENTITY acknowledge and agree that the following equipment represents equipment for EMR access as of the execution date of the Agreement. Any references, suggestion, recommendations or examples provided herein are presented to ENTITY merely as options with respect to equipment for EMR access are not meant to endorse, support or sanction any particular ENTITY or product. Any references to the term "vendor" herein shall mean a vendor engaged, hired or employed solely by ENTITY.*

### **Personal Computer**

ENTITY must ensure that any personal computers used to connect to the EMR have a current vendor supported operating system with all the service packs and critical patches applied. Hardware must meet or exceed vendor specifications for the operating system and have a minimum of 1024 x 768 resolution (32-bit or 64-bit).

### **Internet Service**

ENTITY should have an already established and stable connection with an Internet Service Provider ("ISP") and broadband access, for example, DSL, cable, or cell wireless air-cards. ISP performance testing should show a minimum connection speed of 1.0 MB download and 128 KB upload. Dial-up modem and satellite network are not recommended.

### **Web Browser**

Minimum browser requirements for EMR access are platform dependent. Currently acceptable applications include, but are not limited to, the following list displayed by platform:

- Microsoft Windows
  - Microsoft Edge
  - Chrome 50 +
  - Firefox 45 +
  
- Macintosh OSX
  - Safari 9 +
  
- Linux
  - Firefox 45 +

### **Firewall Software**

ENTITY IS required to have current vendor supported personal firewall software or firewall hardware installed, properly configured, and enabled on your personal computers used to connect to the EMR. Examples of current vendor supported personal firewall software include, but are not limited to, ZoneAlarm, TrendMicro, Sygate, Symantec and Agnitum.

### **Anti-Virus**

All personal computers connected to the EMR must use current vendor supported up-to-date anti-virus software, keep virus definitions up to date and run regular scans. Examples of current vendor supported anti-virus software included, but are not limited to, TrendMicro, McAfee and Symantec.

### **Encryption**

All personal computers and laptops that are connected to the EMR and all flash-drives, hard-drives and other removable storage media or devices used to access the EMR or to maintain, store, or transmit PHI must use current vendor supported, up-to-date encryption software. Such encryption software must be an algorithm that has not been made public or has withstood public scrutiny. The developer of the algorithm may be a vendor, an individual or the government. On request, ENTITY will provide Piedmont verification of ENTITY's compliance with these requirements.