

**Yellowstone Pathology Institute, Inc. (YPI)**  
**YPI Connect Version 2.0**  
**Remote Access for Patient Reports**  
**Security Authorization Form**  
**(External User)**

**YPI Connect** Remote Access System will be used to access laboratory information for your patients. To ensure the security of this site, YPI maintains stringent policies and standards related to access rights in order to protect patients' protected health information and comply with HIPAA security regulations. Please provide us with the below requested information. YPI will not grant access rights to for remote access until a completed form is returned.

<b>Client Name</b>	
<b>Primary Contact</b>	
<b>Company public IP address(s) from which YPI Connect will be accessed (Google "whatsmyip")</b>	

**Primary User\***

<b>Name</b>	
<b>Phone Number</b>	
<b>Email</b>	

**Secondary User\***

<b>Name</b>	
<b>Phone Number</b>	
<b>Email</b>	

\*The primary and secondary users are authorized individuals at your company responsible for accessing information from the YPI system. We require primary and a backup users. The Primary User is expected to notify YPI of any changes to access rights (e.g. employee with access rights leave the company, request for additional access rights, etc.)

I agree to the Legal Terms and Conditions of Use as detailed on the following pages.

Client Representative/Title: (Please Print)	
Client Representative Signature:	

***I authorize the above individuals' access to our patients' information with the roles indicated. I further agree that these users will be bound by the attached Legal Terms and Conditions of Use.***

Security Administrator Name (type or print): \_\_\_\_\_

Security Administrator Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Internal Use Only**

YPI Representative Submitting Form	
Client ID or New Client Name	

## **LEGAL TERMS AND CONDITIONS OF USE**

Welcome to **YPI Connect** ("the Site"), Remote Access for Patient Reports for Yellowstone Pathology Institute, Inc. (YPI). By using the Site, you agree to be bound by this Agreement, and to indemnify YPI against any and all claims arising out of your use of the Site in violation of this Agreement. If you wish not to be bound by this Agreement, then you are not permitted to use the Site.

### **I. Limited License**

You should assume that everything that on the Site is protected health information or otherwise protected and owned by YPI or some third party who authorized YPI to generate and/use such information. Unless otherwise expressly noted, nothing on the Site may be copied or used except as provided in this Agreement or with the prior written approval of YPI.

YPI hereby grants you permission to access the Site to download, copy, and save either electronic or paper copies of the information solely for the purpose of treating your patients and within the parameters of HIPAA privacy and security regulations. This grant of permission is not a transfer of title, and under this permission you may not remove any copyright, trademark or other proprietary notations from the materials.

YPI makes no warranties or representations that your use of any content on the Site will not infringe the rights of your patients or third parties.

### **II. Compliance with Laws and Regulations**

In addition to the terms and conditions of this Agreement, by accessing the Site you agree to comply with and assume responsibility for non-compliance with all laws, regulations, and rules applicable to the access or use of any of the content of the Site, including mandatory reporting of unauthorized disclosure of patient protected health information.

### **III. Confidentiality of Materials on the Site**

It is the sole responsibility of the client to maintain all content on the Site in confidence and in accordance with all provisions of current HIPAA regulations, including all files, images, text, software, and patient data. Upon accessing the Site, you acknowledge that you have read and understand HIPAA and affirm your agreement to be bound by its terms. Except as expressly set forth in the HIPAA, you agree to protect, not to disclose, and not to use information acquired on the Site. The terms of the HIPAA shall govern and control in the event of conflict with any terms of this Agreement. By signing the Security Authorization Form, the client accepts sole responsibility for maintaining the security of the electronic device and the confidentiality of the account information and for all activities that occur under the account or password.

### **IV. Third Party Web Sites**

YPI may provide links and pointers to Internet sites maintained by others ("Third Party Sites"). YPI has not reviewed all of the Third Party Sites linked to the Site and is not responsible for the content of or any products or services offered in such Third Party Sites.

### **VI. Account Information**

To obtain access to the Site, you have been required to complete a registration process to create an account. You are responsible for maintaining the confidentiality of your account information and password and for restricting access to your computer. You accept responsibility for all activities that occur under your account or password and such use shall be deemed to be use by you. You will ensure that all use of your account fully complies with this Agreement. Transfer of your account information or password by you to any other person or entity is strictly prohibited.

#### **VII. Disclaimer and Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL YPI OR ITS AFFILIATES, CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES HAVE ANY LIABILITY TO YOU FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (WHETHER IN CONTRACT, NEGLIGENCE, TORT OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR INABILITY TO USE THE SITE, SITE CONTENT OR ANY PRODUCTS OR SERVICES, OR ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, EFFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THE SITE OR ANY WEB SITE OPERATED BY ANY THIRD PARTY. IF YOU ARE DISSATISFIED WITH YPI, ANY OF YPI'S SERVICES OR THESE LEGAL TERMS AND CONDITIONS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SITE.

#### **IX. Trademarks, Trade Names, and Service Marks**

Unless otherwise indicated, all logos, names, and marks on the Site are trademarks or service marks owned or used under license by YPI. The use or misuse of any of these marks or other information is strictly prohibited.

#### **X. Modification and Termination of This Agreement**

YPI may modify this Agreement, terminate this Agreement, terminate your access to all or part of the Site, or suspend any user's access to all or part of the Site, at any time, without notice to you, with or without cause. You may terminate this Agreement at any time by (1) reporting to YPI your desire to discontinue use of the Site, and/or (2) discontinuing use of the Site. Notwithstanding the foregoing, this Agreement and your ability to access the Site shall terminate automatically upon termination of your utilization of YPI services. This Agreement is not assignable, transferable or sub-licensable by you without prior written consent by YPI.

#### **XI. Miscellaneous**

This Agreement shall be governed by the laws of the State of **Montana** ("the Chosen State") without giving effect to any choice or conflict of law or rule (whether of the Chosen State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Chosen State. YPI's failure to strictly enforce any right against you shall not constitute a waiver thereof. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, then such provision will be deemed amended to conform to the applicable laws and the remainder of the provisions of this Agreement shall remain in full force and effect. This represents the full understanding of the parties with respect to this subject matter.