

Vanderbilt Health Connect Confidentiality & User Agreement

IMPORTANT: This Confidentiality & User Agreement (this "Agreement") is a legal agreement between you, an individual, referred to in this Agreement as "User", "You", "Your", or "Yours") and Vanderbilt University Medical Center (referred to in this Agreement as "VUMC") with respect to Your read-only access to VUMC's electronic medical records system (the "Service"). You acknowledge that you have read and understand this Agreement, and that this Agreement has the same force and effect as a signed agreement.

IF YOU AGREE TO BE BOUND BY ALL TERMS OF THIS AGREEMENT CLICK THE "ACCEPT" BUTTON. IF YOU DO NOT AGREE TO BE BOUND BY ALL THE TERMS OF THIS AGREEMENT, VUMC IS UNWILLING TO GRANT YOU ANY RIGHTS TO USE THE SERVICE, YOU SHOULD IMMEDIATELY CEASE YOUR ACCESS TO AND USE OF THE SERVICE AND LEAVE THIS VUMC WEBSITE.

VUMC MAY REVISE AND UPDATE THIS AGREEMENT AT ANY TIME. PLEASE PERIODICALLY REVIEW THIS AGREEMENT BECAUSE YOUR USE OF THE SERVICE IS GOVERNED BY THIS AGREEMENT.

1. Confidentiality

VUMC has legal and ethical responsibilities to safeguard the privacy of its employees, students, and patients and their families and to protect the confidentiality of confidential information, including but not limited to protected health information (collectively, "Confidential Information"). As a condition of and in consideration of Your use, access, maintenance and/or disclosure of Confidential Information through the Service, You agree that:

- (a) You will conduct yourself in strict conformance with all applicable laws and regulations governing Confidential Information in any form, e.g., written, electronic, oral, overheard or observed. These laws and regulations include but are not limited to the Health Insurance Portability and Accountability Act of 1996 and the Recovery and Reinvestment Act of 2009, including its provisions commonly known as the "HITECH Act", and rules and regulations promulgated under both, as may be amended from time to time (all collectively, "HIPAA"), to the extent You are a party who is subject to HIPAA.
- (b) You will access, use, maintain and disclose Confidential Information only as authorized and as required for the purposes of the treatment, payment or healthcare operations, research or other activities approved by VUMC and consistent with all applicable laws and regulations, including but not limited to HIPAA. This means that, among other things, regardless of whether or not You are subject to HIPAA, You:
 - i. will only access, use, and disclose Confidential Information that You have authorization to access, use, and disclose in order to perform Your job duties;
 - ii. will not in any way access, use, divulge, copy, release, sell, loan, review, alter, or destroy any Confidential Information except as properly and clearly authorized within the scope of Your job duties and in accordance with all applicable laws;
 - iii. will report to the VUMC Privacy Office or Your supervisor any individual's or entity's activities that You suspect may compromise the privacy or security of VUMC's Confidential Information;
 - iv. understand a violation of Your obligations regarding Confidential Information, particularly protected health information ("PHI"), could expose You to legal sanctions.
- (c) You are the only person authorized to use the individual user identification names and passwords or access codes assigned to You. You agree to the following:
 - i. You will safeguard and not disclose Your individual user identification passwords, access codes or any other authorizations that allow You to access VUMC Confidential Information to anyone including Your manager, supervisor, IT Support staff or any other person who is not authorized to have this information.
 - ii. You understand that if you are in a Trusted Role, e.g., you are someone whose job duties require access to VUMC Confidential Information in order to provide legal or risk management advice to the institution, perform audit or review duties or investigations or to provide support for an information system, you will be held to a higher standard of personal integrity, professionalism and judicious precaution when accessing Confidential Information
 - iii. You will not request access to or use any other person's passwords, access codes or other authorizations.
 - iv. You accept responsibility for all activities undertaken using Your passwords, access codes and other authorizations.
 - v. It is Your responsibility to log out of any system to which You have logged on. You will not under any circumstances leave unattended a computer to which You have logged on without first either locking it or logging off the workstation.
 - vi. If You have reason to believe that the confidentiality of Your passwords or access codes have been compromised, You will immediately report this to the VUMC Help Desk, Privacy Office and Your supervisor, and You will immediately change Your password.

- vii. You understand that Your user identification will be deactivated at such time when Your job duties no longer require access to the System.
- viii. You understand that VUMC has the right to conduct and maintain an audit trail of all accesses to Confidential Information, including, but not limited to the machine name, user, date, and data accessed and that VUMC may conduct a review of Your System activity at any time and without notice in order to monitor appropriate use.
- ix. You understand and accept that You have no individual rights to or ownership interests in any Confidential Information referred to in this Agreement and that therefore VUMC may at any time revoke Your passwords or access codes.
- x. You will not forward Confidential Information including but not limited to PHI, pictures or videos to Your personal email or to any social media accounts.
- xi. Your obligation to safeguard VUMC Confidential Information, including PHI, continues after You are no longer have access to the Service.

2. VUMC Service and Grant of Rights

Under the terms of this Agreement, You MAY:

- Access and use the Service, in a read-only manner; and
- Use the Service in compliance with all applicable federal, state, and local laws, rules, and regulations, including without limitation, all laws, rules, and regulations applicable to access, use, and disclosure of individually identifiable health information. You are solely responsible for, and VUMC hereby disclaims any and all liability with respect to, all use of the Service and the results obtained therefrom, and the accuracy and quality of the same.

Under the terms of this Agreement, You MAY NOT and MAY NOT ATTEMPT TO, and You MAY NOT PERMIT OTHERS TO:

- Transfer, sublicense or assign any rights granted to You under this Agreement;
- Use the Service or other component elements of the Service except as expressly permitted by this Agreement;
- Distribute, rent, sell, loan, lease, sublicense or otherwise deal in the Service and or any other component elements of the Service;
- Alter, adapt, merge, modify, translate, or create derivative works based on the Service or other component elements of the Service, or any content therein (including without limitation, any individually identifiable health information), in any way, or for any purpose, other than with the prior written consent of VUMC, in each instance;
- Reverse engineer, disassemble or de-compile the Service or otherwise attempt to obtain the source code for the Service;
- Remove, change or obscure any identification marks or notices of proprietary rights and restrictions in the Service or any other component elements of the Service; or
- Enable any timesharing or service bureau use of the Service to any third party.

All rights, title and interests in and to the Service and all copyrights, trade secret rights, patents, trademarks and any other intellectual property or proprietary rights in and to the Service shall at all times remain the exclusive property of VUMC and/or its licensors. You agree that in the event of an actual or threatened breach of this Section by You, VUMC will have no adequate remedy at law and will be entitled to immediate and injunctive relief, without having to show actual money damages.

3. Term and Termination

The term of this Agreement and the license granted hereunder will commence on the date You indicate Your acceptance of this Agreement and will continue until You either stop using the Service or Your rights to use the Service are terminated by VUMC as described below.

- VUMC may immediately terminate this Agreement, and Your right to use the Service upon written notice to You in the event You breach any of the terms of this Agreement.
- This Agreement and the license granted hereunder may be terminated upon mutual written agreement.
- In the event this Agreement is terminated, the preamble, Sections 2-7 and any payment obligations incurred by you prior to the effective date of termination shall survive. Upon termination of this Agreement for any reason, you shall immediately cease all use of the Service.

4. Disclaimers

VUMC IS LICENSING THE SERVICE TO YOU "AS IS". VUMC AND ITS REPRESENTATIVES MAKE NO, AND EXPRESSLY DISCLAIM ANY AND ALL, WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SERVICE OR ANY UPDATES OR UPGRADES

THERE TO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES THAT THE SERVICE OR ANY CONTENT CONTAINED THEREIN WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE BASIS, UP-TO-DATE, ACCURATE OR RELIABLE. YOU ACKNOWLEDGE AND AGREE THAT YOU BEAR THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICE AND THE USE AND TRANSMISSION OF ALL DATA YOU ACCESS THROUGH THE SERVICE, INCLUDING WITHOUT LIMITATION, PROTECTED HEALTH INFORMATION.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, VUMC AND ITS REPRESENTATIVES SHALL NOT BE LIABLE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF OR DAMAGE TO DATA, BUSINESS, REPUTATION, USE, PROFITS OR GOODWILL OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICE, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE.

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE LIABILITY OF VUMC AND ITS REPRESENTATIVES UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO ONE DOLLAR (\$1.00). IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS AGREEMENT IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND VUMC BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE OR ONE HUNDRED DOLLARS (\$100.00 USD), WHICHEVER IS LESS.

6. General

- (i) Failure by VUMC to enforce any particular term of this Agreement shall not be construed as a waiver of any of its rights under it.
- (ii) If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason whatsoever, You and VUMC agree that the validity of the remainder of the terms will not be affected.
- (iii) The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Tennessee, without giving effect to the principles of conflict of laws. Any action under this Agreement or any provision hereof shall be brought solely and exclusively in the state or federal courts of Nashville, Tennessee. **YOU HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICE.** You agree that You will not contest venue and You waive any rights that You may have to initiate, transfer, or change the venue of any litigation arising from or related to this Agreement.
- (iv) This Agreement is the entire agreement between You and VUMC with respect to the Service and supersedes all previous communications, representations, understandings and agreements, either oral or written, with respect to the Service, and other subject matter covered by this Agreement. No variation, amendment of or addition to this Agreement shall be effective without VUMC's prior written consent.
- (v) You acknowledge and agree that the Service may contain errors, and You are responsible for establishing backup, log, batch, review, and other procedures and controls appropriate to maintain the integrity and continuity of Your operations. As a condition of use of the Service, You agree that in the event of an error in the Service, a designated VUMC representative shall be permitted to access Your personal information as reasonably necessary to correct such error.
- (v) VUMC reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service and/or the information contained therein. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Service will be deemed acceptance thereof.

VANDERBILT HEALTH CONNECT
CONFIDENTIALITY & USER AGREEMENT

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

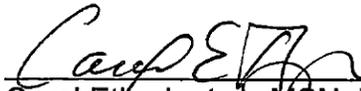
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



William S. Paul, M.D.
Director, Metro Public Health Department

12.12.2018

Date

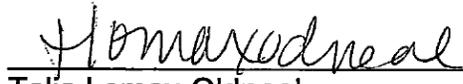


Carol Etherington, MSN, RN, FAAN
Chair, Board of Health

12.12.18

Date

APPROVED AS TO AVAILABILITY OF FUNDS:



Talia Lomax-O'dneal
Director, Department of Finance *lc*

1-2-19

Date

APPROVED AS TO RISK AND INSURANCE:

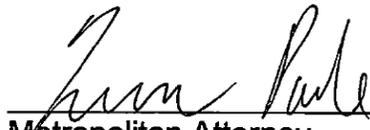


Director of Risk Management Services

1/10/19

Date

APPROVED AS TO FORM AND LEGALITY:



Metropolitan Attorney

1/14/19

Date

FILED:

Metropolitan Clerk

Date