



## University Hospitals Electronic Systems Agreement

### SUMMARY OF TERMS

The summary below is a short and informal description of the terms of this contract. It is not a complete description. You are requested to review the entire contract.

- This contract will allow you to access University Hospitals Electronic Systems. Please note that use of data may require separate agreement(s). You may not share your username, password or access rights with anyone else.
- With respect to all patient medical information obtained through the University Hospitals Electronic Systems, you must abide by University Hospitals policies and applicable law relating to the confidentiality of this information. Your access to University Hospitals Electronic Systems is monitored and recorded by University Hospitals. Violations may result in notifications to law enforcement, disciplinary action for employees, and revocation of University Hospitals Electronic Systems access rights.
- University Hospitals Electronic Systems are additional tools for you to use, but University Hospitals cannot guarantee the accuracy of data obtained through the Electronic Systems, and cannot guarantee that the Electronic Systems will always be accessible to you.



This Electronic Systems Agreement (this “Agreement”) is made by you in consideration of University Hospitals Health System, Inc. (“University Hospitals”) allowing you to access University Hospitals Electronic Systems and Data (“Systems”). The Systems include any information system in which University Hospitals data is stored or through which such data is accessible, including without limitation the University Hospitals Physician Portal, and the University Hospitals Electronic Medical Record. **Please read this Agreement carefully**, and then sign and initial where indicated to evidence your agreement with the terms of this Agreement.

In addition to the general terms outlined below, **you must individually initial each of the following three paragraphs (A, B & C)**, to indicate your specific agreement:

A. \_\_\_\_\_ I acknowledge that I am not permitted to share my personal user name or password with other people or with members of my organization. I understand that each person (including members of my organization who act on my behalf) must be given their own user name and password to access the Systems. **I acknowledge that if I share my user name and password in violation of this provision, then (1) I am personally liable for any misuse of the Systems resources by other persons who are using my user name and password, even if I did not know about or authorize such misuse; (2) University Hospitals shall have the right to immediately terminate this Agreement and my access to the Systems; and (3) if I am employed by a University Hospitals entity, I may be subject to disciplinary action up to and including termination.** I acknowledge that any other members of my organization who require access to the Systems must personally execute an Electronic Systems and Data Use Agreement with University Hospitals: this Agreement only pertains to me.

B. \_\_\_\_\_ **Neither I nor members of my organization will use information obtained through the Systems for any purpose other than the approved purpose(s) for which I accessed the Systems.** When accessing patient medical information, I acknowledge that accessing patient medical information for reasons unrelated to the provision of care to patients or other purpose specifically approved by UH may constitute a violation of federal or state law, and may carry civil or criminal penalties. I acknowledge that in the event of unauthorized access of patient information constituting a violation of law, University Hospitals may be obligated to report such violation to patients, appropriate law enforcement authorities, the media, or other parties. I acknowledge that any misuse of patient medical information will be cause for University Hospitals to immediately terminate this Agreement and my access to the Systems. I acknowledge that if I am employed by a University Hospitals entity, any misuse of patient medical information is grounds for disciplinary action up to and including termination. **I acknowledge that University Hospitals monitors and records identifying information about each access and attempted access to patient medical information through the Systems. I understand that in the event of a security breach, this information will be used by University Hospitals to identify the person(s) responsible for the breach. I agree that, in the event of a security breach, I will indemnify University Hospitals against all liabilities, costs and expenses arising from my violation of this Agreement or negligent acts, errors or omissions.**

C. \_\_\_\_\_ UNIVERSITY HOSPITALS (AND ITS SUBSIDIARIES, AFFILIATES, THIRD PARTY SUPPLIERS AND LICENSORS) PROVIDE THE SYSTEMS ON AN "AS IS," AS-AVAILABLE, BASIS, WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY,



AUTHENTICITY, COMPLETENESS, RESPONSIVENESS, NON-INFRINGEMENT, NON-INTERFERENCE, COMPATIBILITY OF SOFTWARE PROGRAMS, INTEGRATION, OR THOSE WARRANTIES WHICH MAY ARISE BY COURSE OF DEALING, OR COURSE OF TRADE. ALSO, THERE IS NO WARRANTY OF LACK OF VIRUSES OR OTHER DISABLING CODE OR CONDITION, LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT. YOU ARE RESPONSIBLE FOR VERIFYING ANY IMPORTANT INFORMATION THROUGH SOURCES OTHER THAN THE SYSTEMS. IN ADDITION, UNIVERSITY HOSPITALS DOES NOT WARRANT THE SECURITY OF THE SYSTEMS OR, THAT INFORMATION, SOFTWARE, CONTENT, AND FEATURES AVAILABLE THROUGH IT WILL BE UNINTERRUPTED, ERROR-FREE, PROVIDED PROPERLY OR COMPLETELY, OR BE AVAILABLE 24 HOURS PER DAY, 7 DAYS PER WEEK. UNIVERSITY HOSPITALS IN ITS SOLE DISCRETION MAY PROVIDE SUPPORT FOR THE SYSTEMS.

IN NO EVENT WILL UNIVERSITY HOSPITALS (OR ITS SUBSIDIARIES, AFFILIATES, THIRD PARTY SUPPLIERS AND LICENSORS) BE LIABLE TO YOU, YOUR ORGANIZATION, YOUR PATIENTS OR ANY OTHER PARTY FOR (I) ANY SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR OR ARISING FROM PERSONAL INJURY, MEDICAL MALPRACTICE CLAIMS, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE) OR ANY OTHER DAMAGES ARISING IN ANY WAY FROM OR IN CONNECTION WITH THE AVAILABILITY, USE, RELIANCE ON, PERFORMANCE OF THE SYSTEMS, PROVISION OF OR FAILURE TO PROVIDE THE SYSTEMS, LOSS OF DATA, YOUR ACCESS OR INABILITY TO ACCESS OR USE THE SYSTEMS OR YOUR USE AND RELIANCE ON INFORMATION OR CONTENT AVAILABLE ON OR THROUGH THE SYSTEMS, INCLUDING VIRUSES ALLEGED TO HAVE BEEN OBTAINED, OR INVASION OF PRIVACY FROM OR THROUGH THE SYSTEMS, EVEN IF UNIVERSITY HOSPITALS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE; OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER DYSFUNCTION IN, OR DESTRUCTIVE PROPERTIES OF, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SYSTEMS. TO THE EXTENT THAT APPLICABLE LAW PROHIBITS THE VALIDITY OR EFFECTIVENESS OF ANY PART OF THIS OR THE PRECEDING PARAGRAPH, THE LIABILITY OF UNIVERSITY HOSPITALS AND ITS SUBSIDIARIES, AFFILIATES, THIRD PARTY SUPPLIERS AND LICENSORS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.



## General Terms

1. General. This Agreement sets forth the terms and conditions under which you use the Systems and under which University Hospitals agrees to your use of the Systems. By using the Systems, you agree to be bound by the terms of this Agreement. This Agreement expressly incorporates all applicable University Hospitals policies and procedures, including without limitation the University Hospitals policies and procedures governing information services, patient rights and protection of patient medical information. University Hospitals' policies and procedures may be found on the University Hospitals intranet by clicking on the appropriate policy link(s) under the *Policies and Procedures* section of the Physician Portal left menu. For administrative policies, click *UHCMC Policies Volume 1*. For clinical policies, click *UHCMC Policies Volume 2*. For University Hospitals system-wide policies, click the *UH Policies and Procedures* link. University Hospitals policies and procedures concerning information services begin with the prefix "IS-." University Hospitals policies and procedures concerning patient rights begin with the prefix "PR-." University Hospitals policies and procedures concerning the protection of patient medical information begin with the prefix "PH-." You further agree to abide by any policies specific to the use of the Systems which are communicated to you or posted within the Systems under the Policies and Procedures section of the Physician Portal left menu. Please refer to the *Physician Portal Policies and Procedures* link to access these portal specific policies.

Your agreement to the terms of this Agreement is required for you to be granted access to the Systems. If you do not agree to the terms of this Agreement, you may not access the Systems.

2. No Commercial or Private Use; No Discrimination; Legal Compliance. University Hospitals makes the Systems available to authorized users at no charge, in order to fulfill University Hospitals' charitable mission to improve the health of persons in the University Hospitals service area and to conduct authorized and approved research. Access to the Systems is intended solely for these purposes. Any other use or any attempt to use the Systems for commercial purposes or other purposes is strictly prohibited.

If you are using the Systems to access patient medical information, note that the Systems are limited to information concerning treatment rendered at University Hospitals facilities. The Systems are not intended to be used, and may not be used, to store or process any information relating to the treatment of patients in the private physician office setting, or any other setting not entirely owned and controlled by University Hospitals. You are expressly prohibited from using the Systems in an attempt to store or process information generated by your own medical practice or medical office, or other non-University Hospitals health care provider.

You are further expressly prohibited from using the Systems in any manner that discriminates against persons on the basis of their race, color, religion, age, national origin, ancestry, gender, sexual orientation, disability, veteran status, financial status or ability to pay, or participation in government-funded health care programs (including without limitation Medicare and Ohio Medicaid).

You and University Hospitals agree that nothing in this Agreement constitutes, or is intended to constitute, an inducement by University Hospitals for you to refer patients to University Hospitals facilities or personnel, or to recommend or arrange for patients to receive items or services from University Hospitals facilities or personnel. You and University Hospitals agree to comply with all applicable laws and regulations relative to this Agreement, including without limitation Federal Anti-Kickback Statute (42 U.S.C. Sec. 1320a-7(b) (the "Anti-Kickback Statute") and the Physician Self



Referral Law (42 U.S.C. Sec. 1395nn) (also referred to as the “Stark Law”). You and University Hospitals agree that your access to the Systems does not constitute the provision of remuneration or any other thing of value to you, and that you have no legally cognizable interest in this Agreement or continued access to the Systems. You agree to notify University Hospitals immediately in the event that you are excluded from participation in any health care payment program funded in whole or part by the federal or a state government, including without limitation Medicare and Ohio Medicaid. In the event of such exclusion, this Agreement shall terminate automatically and you agree to cease all access to or use of the Systems. In the event that you believe that University Hospitals, any subsidiary of University Hospitals, or any person acting on behalf of University Hospitals or a subsidiary of University Hospitals, has engaged in a violation of law or of University Hospitals policy, you agree to immediately report such belief to either: (1) the University Hospitals Compliance Officer, at (216) 767-8223; or (2) the University Hospitals Compliance Hotline, at (800) 227-6934 (reports to the University Hospitals Compliance Hotline may be made anonymously).

3. Right to Change or Modify the Systems. Without prejudice to any other rights that University Hospitals may have, University Hospitals reserves the right and sole discretion to change, limit, terminate or modify the Systems at any time with or without notice. University Hospitals may temporarily or permanently cease to provide the Systems or any part thereof to any user or group of users (including you), without prior notice and for any reason or no reason. In the event you or University Hospitals terminates this Agreement, you must immediately stop using the Systems.

4. Changes to or Termination of Agreement. University Hospitals reserves the right, from time to time, to amend or change this Agreement (including any of the University Hospitals policies which may be applicable to your use of the Systems) on the University Hospitals intranet. You agree to visit this site periodically to be aware of and review any such revisions. Changes to this Agreement shall be effective upon posting. By continuing to use the Systems after revisions are posted, you accept the revisions and agree to abide by them.

Either you or University Hospitals may terminate this Agreement at any time and for any reason or no reason. Notice of such termination must be in writing and must be sent by email; provided, however, that University Hospitals may notify you of the termination of this Agreement by discontinuing your access to the Systems. If you determine to terminate this Agreement, you must email notice of such termination to: [portalsupport@uhhospitals.org](mailto:portalsupport@uhhospitals.org). Upon termination of this Agreement, your access to the Systems will be discontinued. Upon any termination of this Agreement, your obligations and agreements contained in Sections A, B, C, 5, 6 and 8 of this Agreement shall survive such termination.

5. Intellectual Property Rights; Research. As between you and University Hospitals, all title and intellectual property rights (including without limitation, copyrights, patents, trademarks and trade secrets) in and to the Systems (including but not limited to, related software and including but not limited to any images, photographs, animations, video, audio, music, text, content and "applets," incorporated into the Systems or the software used to provide the Systems), and any derivative works therefrom, are owned by University Hospitals. All title and intellectual property rights in and to the information and content which may be accessed through use of the Systems are the property of University Hospitals and/or the particular patient to whom medical information applies, and is protected by federal and state laws governing the confidentiality of patient medical information, as well as applicable copyright or other intellectual property laws and treaties. Neither this Agreement, nor your use of the Systems, provides you with any ownership in such information. This Agreement does not



grant you any rights to use such content other than as expressly permitted in this Agreement, nor does it grant any rights to the Systems other than the right to use the Systems according to the terms of the Agreement. You may not disseminate information contained on, or concerning, the Systems to any person or entity, except as expressly permitted in this Agreement.

You acknowledge that this Agreement does not, by itself, allow you to access or review any information or patient data through the Systems for purposes of conducting research, preparing a research protocol, performing statistical analysis or epidemiological reviews, writing scholarly reviews or journal articles or other related uses. All such uses must be separately approved through applicable University Hospitals policies concerning research activities, including receipt of Institutional Review Board and/or Research Privacy Board approval when required by University Hospitals policy. If such approvals are obtained, each person conducting such research who accesses the Systems must execute this Agreement. Your right to use the Systems ends when your need, with respect to the specific research/protocol approved by University Hospitals, ends.

6. **Indemnification.** You agree to defend, indemnify and hold harmless University Hospitals, its subsidiaries and affiliates, and their respective officers, directors, employees, agents and suppliers from and against all liabilities, costs and expenses, including reasonable attorney's fees, related to or arising from: (a) any violation of this Agreement by you (or any parties who use your computer and/or your user name or password, with or without your permission, to access the Systems); (b) the unauthorized release of confidential patient medical information caused by you (or any parties who use your computer and/or your user name or password, with or without your permission, to access the Systems); (c) negligent acts, errors, or omissions by you (or any parties who use your computer and/or your user name or password, with or without your permission, to access the Systems), relating to the use of the Systems; and (d) claims for infringement of any intellectual property rights arising from the misuse of the Systems or violation of this Agreement by you (or any parties who use your computer and/or your user name or password, with or without your permission, to access the Systems).

7. **Your Equipment.** You are solely responsible for obtaining, installing, and maintaining suitable equipment and software, including any necessary system or software upgrades, patches or other fixes, which are or may become necessary to access the Systems. Minimum systems requirements may apply to the use of the Systems and it is your responsibility to ensure your computer system complies with these requirements. You are responsible for management of your information, including but not limited to back-up and restoration of data, erasing data from disk space you control and managing your own network. You are also responsible for development and maintenance of any security procedures you deem appropriate to control access to your own equipment and systems, such as logon security and encryption of data, user ID and password on your router and firewalls, to protect your information. You acknowledge that if you are a "covered entity" or "business associate" under the privacy and security provisions of the Health Insurance Portability And Accountability Act of 1996 and all regulations and guidance promulgated thereunder ("HIPAA"), you are responsible for implementing such policies, practices and safeguards as are required under HIPAA, with respect to your own operations and your own information systems. You will implement encryption or data destruction methods in order to be compliant with HIPAA and University Hospitals policies and procedures, and guard the privacy and security of protected health information in the event your equipment is lost or stolen.



8. Miscellaneous Provisions.

a. If any part of this document is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

b. The Systems may contain third party web site links, and if so then such links are provided by University Hospitals only as a convenience to its users. Any web sites linked to or from the Systems are not reviewed, controlled, or examined by University Hospitals and University Hospitals is not responsible for the contents of any linked site or any link contained in a linked site. The inclusion of any linked sites or content from the Systems does not imply endorsement of the linked site or content by University Hospitals. In no event shall University Hospitals be liable to anyone for any damage arising from or caused, directly or indirectly, by the creation or use of a third party's web site, or the information or material accessed through such web sites.

c. You and University Hospitals agree that the laws of the State of Ohio, without reference to its principles of conflicts of laws, will be applied to govern, construe and enforce all of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement. **YOU AND UNIVERSITY HOSPITALS CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION OF AND VENUE IN A COURT LOCATED IN THE CITY OF CLEVELAND, OHIO, FOR ANY SUITS OR CAUSES OF ACTION CONNECTED IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE SUBJECT MATTER OF THIS AGREEMENT OR TO THE SYSTEMS.** Except as otherwise required by law, any cause of action or claim you may have with respect to the Systems must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

d. This Agreement, including all policies and notices incorporated into this Agreement by reference, constitutes the entire agreement between you and University Hospitals with respect to the subject matter hereto and supersedes any and all prior or contemporaneous agreements whether written or oral. You agree not to assign or otherwise transfer this Agreement in whole or in part; any attempt to do so shall be void. Except as provided in Section 4, this Agreement may only be amended in a written instrument signed by you and University Hospitals, and approved as to form by an attorney in the University Hospitals Law Department.

e. You agree to furnish to University Hospitals any documents, records or other information that is reasonably requested by University Hospitals in order to determine your compliance with the terms of this Agreement.

f. If you discover a security breach involving protected health information accessed through the Systems, you will provide written notice to University Hospitals within three (3) business days by faxing the notice to (216) 767-8272 and sending the original to the address below:

University Hospitals Privacy Officer  
Compliance and Ethics Department  
University Hospitals Management Service Center  
3605 Warrensville Center Road  
Mail Stop # MSC 9105  
Shaker Heights, OH 44122



The undersigned individual agrees to the terms of this Agreement in his or her individual capacity:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_