



Terms & Conditions of Use

Below is a copy of the Terms & Conditions that new users will be prompted to accept upon initial log-in to Johns Hopkins CareLink.

You are entering the Johns Hopkins CareLink System (the System) which is designed to allow you to have access to the medical records of selected patients.

Patients' health and other confidential information is protected by law and enforced by fines and criminal penalties, as well as by Johns Hopkins policy.

Safeguarding confidential information is a fundamental obligation for all persons accessing confidential information.

Your clicking on "ACCEPT" at the end of this statement will commit you to these obligations, and WILL be used as proof that you understand and agree to the stated basic duties and facts regarding privacy.

Read it carefully.

What you agree to by accepting these Terms and Conditions:

1. I agree to protect the privacy and security of confidential information I access through the System. I will use this access only in accordance with the Health Insurance Portability and Accountability Act of 1996 and the HITECH Act of 2009, and their related regulations (collectively "HIPAA"). I represent that I have had appropriate education on HIPAA compliance.
2. I represent that I have a legally valid and appropriate need-to-know the information I am accessing for purposes of performing my job duties.
3. I agree (a) to access information to the minimum extent necessary for my assigned duties, and (b) to disclose such information only to persons authorized to receive it and who have a need-to-know such information for their job duties.
4. I agree that my continued access to the System constitutes my on-going agreement to these Terms and Conditions.



5. I understand the following:

- That Johns Hopkins tracks all user IDs used to access the System. Those IDs enable discovery of inappropriate access to patient records.
 - That inappropriate access and/or unauthorized release of confidential or protected information may result in disciplinary action, up to and including termination of employment, and may result in a report to authorities charged with professional licensing, enforcement of privacy laws and prosecution of criminal acts. I further understand and agree that inappropriate access and/or unauthorized release of confidential or protected information may result in temporary and/or permanent termination of my, and my employer's, access to the System.
 - That I will be assigned a User ID and a one-time use activation code. I agree immediately to select and enter a new password known only to me. I understand I may change my password at any time, and will do so based on Johns Hopkins' established policy and/or when prompted. I understand that I am to be the only individual using and in possession of my confidential password. **I am aware that the User ID and password are equivalent to my signature.** Also, I am aware that **I am responsible for any use of the System utilizing my User ID and password.** This includes data entered, viewed, printed or otherwise manipulated. If I have reason to believe that my password has been compromised I will report this information to Johns Hopkins and I also will immediately change my password. I understand that User IDs cannot be shared. I will log-out of the System immediately upon completion of my reason for accessing. Inappropriate use of my ID (**whether by me or anyone else**) is **my** responsibility and may expose me to severe consequences.
6. I acknowledge and agree that Johns Hopkins owns all rights, interests and title in and to the data available through the System and that such rights, interests and title shall remain vested in Johns Hopkins at all times. I shall not compile and/or distribute data or analyses to third parties utilizing any data accessed or received from or through the System, without express written permission from Johns Hopkins.

Confidential Health Information includes but is not limited to:

Any individually identifiable information in possession or derived from a provider of health care regarding a patient's demographic information, medical history, mental or physical condition or treatment, as well as the patients and/or their family members records, test results, conversations, research records and financial information. (Note: this information is defined in HIPAA as "protected health information").

Disclaimer:

Johns Hopkins is not responsible for errors or omissions in your activities in accessing the information in the System. JOHNS HOPKINS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE SYSTEM, AND PROVIDES SAME ONLY ON AN "AS IS" AND "AS AVAILABLE" BASIS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE,



NON-INFRINGEMENT AND/OR FITNESS FOR ANY PARTICULAR PURPOSE, AND WARRANTIES OF PERFORMANCE, AND ANY WARRANTY THAT MIGHT OTHERWISE ARISE FROM COURSE OF DEALING OR USAGE OF TRADE. Under no circumstances shall Johns Hopkins be liable for incidental, special, indirect, direct or consequential damages or loss of profits, interruption of business, or related expenses which may arise from your use of or inability to use the System and other services provided hereunder, including, but not limited to, those resulting from defects in software and/or documentation, or loss or inaccuracy of data of any kind, whether based on warranty, contract, tort, or any other legal theory, and whether or not Johns Hopkins is advised of the possibility of such damages.

IN ADDITION, JOHNS HOPKINS DOES NOT GUARANTEE THAT USE OF THE SYSTEM WILL BE FREE FROM UNAVAILABILITY OF INFORMATION, DOWNTIME, SERVICE DISRUPTIONS, INTENTIONAL OR INADVERTENT INTRUSIONS, VIRUSES OR WORMS OR OTHER MECHANISMS THAT MAY ATTACK YOUR COMPUTER. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR COMPUTER HAS ADEQUATE PROTECTIONS AGAINST ANY OF THE FOREGOING. IN ADDITION, YOU ACKNOWLEDGE THAT YOUR INFORMATION WILL BE TRANSMITTED OVER THE INTERNET AND THAT THERE IS NO GUARANTEE OF ACCURACY OR SECURITY.

THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT OR ANY VERSION THEREOF (“MUCITA”) SHALL NOT APPLY TO THIS AGREEMENT AND, TO THE EXTENT THAT MUCITA IS APPLICABLE, THE PARTIES AGREE TO OPT-OUT OF THE APPLICABILITY OF MUCITA PURSUANT TO SECTION 22-104 OF THE COMMERCIAL LAW ARTICLE OF THE ANNOTATED CODE OF MARYLAND.