

Clinical Site Terms and Conditions

Duke University Health System Medlink Access

Last Updated 11.21.2023

Site Administrator Field. Site will designate at least one site administrator ("Site Administrator") to maintain the Site's records within Duke University Health System, Inc. and other members of the Duke Health Enterprise's (collectively, "Duke Health") electronic database of proprietary information and confidential health information including clinical and hospital treatment records, physician notes, laboratory and imaging records, patient demographic information, insurance and third-party payor information ("Duke Medlink") and ensure that all the Site's Duke Medlink accounts are accurate and up-to-date. By completing this site request form and clicking "Next," I am duly authorized to accept these terms on behalf of my hospital or clinical site ("Site").

Security. Site will implement and maintain industry standard administrative, physical and technical safeguards designed to maintain the security of its network and Duke Medlink and protect against unauthorized access, use, or disclosure of the content therein, consistent with applicable laws, including, the security standards under HIPAA found at 45 CFR Part 164, Subparts A and C. Site will promptly notify Duke Health of any actual or suspected unauthorized use, disclosure, or loss of Protected Health Information ("PHI"), any actual or suspected Breach as that term is defined by 45 CFR 164.402, or any actual or suspected security incident including any attempted or actual exploit or vulnerability such as phishing, malware, distributed denial of service attack or other event that may or could adversely impact the security, integrity, or availability of Duke Medlink, or any other confidentiality, privacy or security claim relating to or otherwise connected its Users access to Duke Medlink or PHI may have been accessed or used through Duke Medlink (each of the foregoing a, "Security Event"). Site agrees to cooperate in any investigation or mitigation activities that Duke Health pursues for a Security Event and to reimburse Duke Health for or bear any expenses of any kind arising out of, in connection with, or related to a Security Event, including reasonable attorneys' fees, litigation costs, investigatory or mitigation costs, costs of providing notice of the Security Event to any person or organization and costs of providing consumer protection services, including credit monitoring or identity restoration services.

Indemnification. Site will indemnify and hold Duke Health and its parent(s), affiliates, subsidiaries, officers, trustees/directors, employees, contractors and agents (collectively, the "Duke Indemnitees") from and against any and all (i) claims, demands, actions, liabilities, losses, damages, injuries, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and other legal costs or expenses) brought or awarded against, suffered, incurred, paid or payable by one or more Duke Indemnitees (collectively, "Claim") arising for any reason out of or otherwise related to or connected with any and all negligent, willful or intentional act(s) or omission(s) of the Site or its parent(s), affiliates or subsidiaries, or any of its or their Users, breach of the Terms, (ii) Claims arising for any reason out of, relating to or otherwise connected with any treatment or payment activity and (iii) Claims by or on behalf of any patient of User or its physicians and other healthcare providers, or by or on behalf of any third party or person claiming damage by virtue of a familial or financial relationship with such a patient arising for any reason out of or otherwise related to or connected with the access to Duke Medlink and patient records granted to, or any subsequent use or disclosure of Duke Medlink or patient records hereunder by, Site or its affiliates or subsidiaries or its or their Designated Employees, physicians or other healthcare providers, owners, directors, officers, other employees, agents or contractors.

All **GENERAL TERMS** (available at the log in page for dukemedlink.org and <https://physicians.dukehealth.org/Medlink>) from the **Terms** are hereby incorporated by reference into these Site Terms.