

Duke University Health System Medlink Access
Terms and Conditions
Last Updated 11.21.2023

Duke Medlink. Duke University Health System, Inc. and other members of the Duke Health Enterprise (collectively, "Duke Health", "we", or "us") maintain an electronic database of proprietary information and confidential health information including clinical treatment records, physician notes, laboratory and procedure notes, patient demographic information, insurance and third-party payor information. This aforementioned information and Duke Medlink software shall be collectively referred to as the "Duke Medlink." ACCESS TO DUKE MEDLINK IS OFFERED TO YOU ONLY AS A CONVENIENCE AND YOU DO NOT HAVE TO USE IT IF YOU DO NOT WANT TO. IF YOU DECIDE TO USE DUKE MEDLINK, PLEASE READ THE TERMS AND CONDITIONS (THE, "TERMS") LISTED BELOW CAREFULLY. BY CLICKING ON THE BOX INDICATING YOUR ACCEPTANCE OF THESE TERMS, YOU ARE STATING THAT YOU HAVE READ AND UNDERSTAND, AND AGREE TO BE BOUND BY, THESE TERMS. WE CAN CHANGE THESE TERMS AND CONDITIONS AT ANY TIME, WITHOUT NOTICE TO YOU.

Account Creation and Usage. I am aware that when I submit a request for access to Duke Medlink as an employee or contractor of a clinical site ("Site"), I must provide accurate, complete, and updated information to the administrator responsible for managing my Site's access to Duke Medlink ("Site Administrator"). I agree to keep this information updated at all times and to provide Duke Health with additional information that may be needed to verify my identity. I agree to be responsible for all activity that occurs in my account.

Sharing of Passwords Prohibited; Notification of Compromised Password. Protecting the confidentiality of patient medical information is important to Duke Health. I am responsible for remembering and maintaining the security of my username and password. I understand it is important to keep this information confidential and to not provide it to anyone else or allow anyone else access to it. If I suspect my account has been compromised, I will change my password immediately and I will notify my Site and Duke Health immediately at 919-684-2243.

Medlink Access. I understand that Duke Health is granting me the limited right to access Duke Medlink for the following purposes: (i) treatment, including continuity of care and care management, of patients with whom my Site has a treatment relationship; (ii) billing and other activities within HIPAA's definition of Payment at 45 CFR 164.501 related to individuals who are my Site's patients or health plan members or beneficiaries, limited to the minimum amount of patient information necessary for the Payment activity and provided further that such access is in accordance with the HIPAA disclosure pathway at 45 CFR 164.506(c)(3); or (iii) quality improvement or other activities set forth in paragraph 1 or 2 of HIPAA's definition of Health Care Operations at 45 CFR 164.501, limited to the minimum amount of patient information necessary for the Health Care Operations activity and provided further that such access is in accordance with the HIPAA disclosure pathway at 45 CFR 164.506(c)(4). All other use of Duke Medlink is strictly prohibited. I must obtain written authorization under standard patient information release of my Site and procedures of Duke Health (depending upon records sought), and North Carolina law from the patient to obtain any other patient information from such patient.

Restrictions to Accessing, Using, and Disclosing Protected Health Information ("PHI").

- i. I will only obtain copies of Duke Medlink medical records which are necessary and essential for making a diagnosis, evaluation and treatment of a current patient. Such copies shall be

maintained, protected and destroyed in the same manner as my Site maintains, protects and destroys the medical records of our patients.

ii. I will not use or disclose any medical records obtained from Duke Medlink for any purpose except as permitted in these Terms.

iii. I will not make electronic copies of medical records or other documents contained in Duke Medlink.

iv. I will not rewrite or otherwise alter, destroy, circumvent or sabotage Duke Medlink or the electronic medical records and documents stored and maintained in Duke Medlink.

v. I will access through Duke Medlink only the minimum necessary PHI and other information as required by HIPAA and other applicable laws; will disclose information only to persons authorized to receive it; will electronically transmit information only through secure means; and I will comply with the terms of these Terms, inclusive of state and federal privacy and security laws and regulations.

Audit. I understand that my access to Duke Medlink is subject to audit and review at any time by Duke Health. I agree to cooperate with any audit related to my use of Duke MedLink.

Unauthorized Access, Use or Disclosure. I will promptly notify Duke Health of any actual or suspected unauthorized use, disclosure, or loss of 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 with my Duke Medlink account or PHI that I may have accessed or used through Duke Medlink (each of the foregoing a, "Security Event"). I will promptly notify Duke Health of any Security Event at security@duke.edu. I agree to cooperate in any investigation or mitigation activities that Duke Health pursues for a Security Event.

Termination; Suspension.

i. Termination. I understand that my account will be terminated if I cease to be employed by or associated with my Site, I experience a change in job function no longer requiring access to Duke Medlink, or for any other reason that my Site may choose to notify Duke Health that my account should be terminated. Duke Health may unilaterally and immediately terminate my access to Duke Medlink and seek such legal and/or equitable relief if I access, use or disclose any data, patient information or other information stored or maintained in Duke Medlink for any purpose not authorized in these Terms. I also understand that Duke Health may terminate or suspend my account at Duke Health's sole discretion of any an individual establishing a Duke Medlink account through the Site (each, a "User ") or any third party.

ii. Suspension. I understand that access to my account may be suspended if it has not been used for a period of 180 days, or if my Site Administrator has failed to verify my identity under a separate audit conducted by Duke Health. I also understand that access to my account may be suspended at Duke Health's sole discretion or if there is an actual or suspected Security Event to Duke Medlink.

iii. Effect of Termination. All privacy and confidentiality obligations established under these Terms shall survive termination of these Terms or access permitted under.

Ownership. All content, proprietary information, software functionality, data and other intellectual property made available to you through access or use of Duke Medlink or otherwise provided by Duke

Health ("Duke Content"), is and will remain the exclusive property of Duke Health and its licensors. You may only use the Duke Content in connection with your access to Duke Medlink. Duke Health is the sole and exclusive owner of all patient information and records in Duke Medlink.

Confidentiality. I recognize and understand that the patient information and medical records maintained in Duke Medlink are subject to various state and federal privacy laws and regulations including but not limited to HIPAA, the Health Information Technology for Economic and Clinical Health Act ("HITECH") and, that like Duke Health and my Site, I am under an obligation to maintain the confidentiality of these records. I may only disclose information from these records to persons who are authorized to receive it, or to other persons or entities as to whom such disclosure is required by law.

Indemnification and Insurance. To the greatest extent permitted by law, I agree to indemnify, defend, and hold harmless Duke Health and its officers, directors, employees, agents, trustees, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating [to my use or misuse of Duke Medlink (including any patient health information) and/or all activities occurring in my Duke Medlink account. I will not settle any claim in any manner that binds Duke Health without our express prior written consent. I attest that for the duration of my access to Duke Medlink and for one year thereafter my Site has and will have policies of liability insurance or self-insurance issued in the amount of no less than One Million Dollars per claim and Three Million Dollars in the aggregate insuring my Site, and its employees, agents, and contractors for liability arising out of activities or obligations to be performed under, or in any manner related to, these terms and my Duke Medlink access. Such insurance shall include coverage for cyber-liability, data breach, and/or electronic patient information disclosure events. If requested, I will provide proof of this insurance to Duke Health.

Disclaimer of Warranties. DUKE HEALTH MAKES NO REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE WITH REGARD TO DUKE MEDLINK SUPPLIED TO SITE PURSUANT TO THESE TERMS. SHOULD DUKE MEDLINK FAIL OR BE INACCURATE, UNDER NO CIRCUMSTANCES SHALL DUKE HEALTH BE LIABLE FOR ANY LOSS OF PROFITS TO SITE OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR ANY OTHER DAMAGES (ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY SITE AS PART OR THE CONSIDERATION FOR THESE TERMS), EVEN IF DUKE HEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Third Party Terms. The EpicCare Link module which has been branded for our health system as Duke MedLink is developed by Epic Systems Corporation; please refer to Epic's Terms and Conditions of Use for more detailed information about the rules Epic expects of end users using EpicCare Link (above).

General Terms. I may not assign these Terms. If Duke Health brings any action at law or in equity, or pursues mediation to enforce its rights under these Terms or arising from access granted under these Terms, it shall be entitled to reasonable attorneys' fees, costs and expenses, in addition to any other remedy or relief to which such party may be entitled. These Terms (except for information submitted in connection with Account Requests) constitutes the complete understanding among the parties and incorporates all prior understandings among the parties on the subject of use and access to Duke Medlink. There are no promises or agreements, either oral or written, among the parties on this subject other than as set forth herein. No modification of these Terms shall be binding unless the same is in writing and signed by the respective parties hereto. These Terms shall be governed by and construed in

accordance with the laws of the State of North Carolina, without regard to conflict of law principles. Each party consents to submit to the exclusive jurisdiction and venue of the federal and state courts within Durham County in the State of North Carolina and each party hereby consents to personal jurisdiction in such forum, for any action, suits or proceedings arising out of or relating to these Terms. Duke Medlink is only offered by Duke Health for use in the United States of America, I will not use Duke Medlink outside of the United States of America and I acknowledge that I am responsible for knowing and complying with the laws of the jurisdiction where I use and access Duke Medlink.