TERMS OF USE

ATRIUM HEALTH CARECONNECT

HEALTH INFORMATION EXCHANGE

Carolinas HealthCare Information Exchange, LLC d/b/a Atrium Health CareConnect (“CareConnect”) operates a health information exchange (“HIE”) that allows authorized users to access and contribute patient health information for patient treatment purposes, and for the payment and health care operation purposes associated therewith. All users of the HIE are required to abide by the terms of the Participant Agreement pursuant to which access has been granted, which is incorporated herein, and these Terms of Use. By accessing the HIE, You agree that You have read, understand, agree to, are bound by, meet, and will continue to meet these Terms of Use. “You” and “Your” means you and, as applicable, your heirs, assigns, representatives, contractors, agents, employees, supervisors, supervisees, and other parties related to you. “Patient” means the person whose health information is in the HIE. “Information” means the Patient information accessed in the HIE.

* Information accessed through the HIE can only be used for proper and lawful treatment of the Patient, payment purposes associated with such treatment, health care operation purposes permitted under the Health Insurance Portability and Accountability Act of 1996 and the regulations enacted pursuant thereto (collectively “HIPAA”); and compliance with requirements under law. You must have a valid treatment relationship with the Patient in order to access the Information. **If You misrepresent Your relationship with the Patient or access the Information for unauthorized purposes, Your access may be terminated and penalties applied.**
* You, and anyone under Your control, agree to protect the confidentiality of the Information and the HIE, and agree to comply with all federal, state, and local laws, statutes, and regulations that are applicable to Your access or contribution of Information, including those governing privacy and the confidentiality of patient medical records (including those related to mental health, HIV, HIPAA, and privileged information).
* You understand that contribution of the Information is subject to the permission of the Patient, whether through an opt-in or an opt-out, and that such permission may be revoked.
* You understand that the Information may not be complete or accurate for various reasons, including because the Patient has restricted or opted out of disclosure of the Information, or because those contributing the Information have provided only incomplete or erroneous Information about the Patient. You further understand that the Information is intended to supplement, not supplant, other patient information available to You through other sources.
* YOU ARE RESPONSIBLE FOR YOUR TREATMENT DECISIONS REGARDING THE PATIENT, AND YOU RELY ON THE INFORMATION AT YOUR OWN RISK. YOU RELEASE AND HOLD HARMLESS CareConnect AND ITS MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND REPRESENTATIVES (THE “CARECONNECT PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGES, AND LIABILITY RELATED TO OR RESULTING FROM THE INFORMATION OR YOUR USE OF THE HIE, INCLUDING, BUT NOT LIMITED TO, ANY HEALTH CARE OR OTHER DECISIONS YOU MAKE USING THE INFORMATION OR THE HIE.
* Any passwords, logins, or other access keys that are provided to You are confidential, and must not be shared. Your access will be terminated if You fail to keep such items confidential.
* You cannot use the Information or Your access or contribution to the HIE for any of the following reasons: (i) personal gain; (ii) improper or illegal referrals or remuneration; (iii) competitive gain; (iv) illegal or immoral purposes, including exploitation or extortion, slander, libel, or other defamatory practices; (v) identity theft; (vi) sabotage of CareConnect, the HIE or other systems, or other users of the HIE; (vii) violation of any applicable law or regulation, including those related to privacy; or (viii) any other improper purpose.
* If You discover that there is an inaccuracy in the Information, You will use Your best efforts to alert CareConnect and, if applicable, the contributor responsible for the Information, as soon as possible and cooperate with efforts to address the situation.
* You will obtain and maintain any necessary electronic and computer equipment and connections with proper security and speed to access the Information, and will do so at Your expense.
* You must have adequate safeguards and security measures, including firewalls, to protect the HIE and the Information. If CareConnect has concerns that Your security measures and safeguards are inadequate and pose a risk of harm to the HIE, the other users of the HIE, the Information, or the Patients, CareConnect reserves the right to terminate Your access.
* You agree to comply with the most current CareConnect policies and the reasonable requirements of CareConnect related to the HIE and the Information.
* You agree to participate in evaluations of the HIE, including possible participation in interviews, completion of online or written surveys, and submission of other written or oral evaluations.
* You agree to allow CareConnect to inspect and access any records related to Your use of the HIE and the Information, and to conduct an audit under these Terms of Use for purposes of (i) legal, regulatory, agency, or internal compliance, including compliance with any grant applications; (ii) a third-party audit or investigation, including to verify regulatory, licensing or accreditation compliance; (iii) investigation into breach of security or other potential liability matters; (iv) verification of proper use of the Information and the HIE, including authorized use of Your access; or (v) other matters with a good faith and reasonable basis.
* THE INFORMATION IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT OR TITLE. CareConnect MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE OPERATION, ACCESSIBILITY, AVAILABILITY, RELIABILITY, OR APPROPRIATENESS OF THE HIE, THAT THE HIE WILL BE ERROR-FREE OR THAT ACCESS WILL BE UNINTERRUPTED, OR THAT THE INFORMATION WILL BE ACCURATE, CORRECT, OR COMPLETE OR AUTHORIZED BY LAW OR THE PATIENT.
* YOU ACCEPT SOLE RESPONSIBILITY FOR YOUR USE OF THE HIE AND YOUR USE, DISCLOSURE OR CONTRIBUTION OF THE INFORMATION, INCLUDING THE SCOPE AND CONTENT THEREOF. NEITHER CareConnect NOR ANY CARECONNECT PARTY WILL BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES, including, without limitation, with respect to ANY CLAIMS FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSS, or LOSS OF PROFITS, REVENUE, EQUIPMENT USE, DATA OR INFORMATION OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR use of the hie, your USE, DISCLOSURE or CONTRIBUTION OF THE INFORMATION, performance of the hie, OR THE ACCURACY, COMPLETENESS, TRANSMISSION, STORAGE, USE, OR BACK-UP OF ANY INFORMATION ACCESSED THROUGH THE HIE, WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, and regardless of whether CareConnect OR ANY CARECONNECT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL THE TOTAL AGGREGATE LIABILITY, IF ANY, OF CareConnect AND THE CARECONNECT PARTIES EXCEED $500.00.
* You, on behalf of Yourself and, as applicable, Your directors, officers, members, providers, employees, contractors, representatives, agents, supervisors, supervisees, assigns and related parties, agree to defend, indemnify and hold harmless CareConnect and the CareConnect Parties from any and all losses, claims, demands, damages, liabilities, judgments, expenses (including reasonable attorneys’ fees), defense costs, causes of action and settlements arising out of or in connection with, either directly or indirectly, Your acts, errors or omissions, including without limitation due to any intellectual property infringement, breach of these Terms of Use or the Participant Agreement pursuant to which You have been granted access to the HIE, breach of confidentiality, privacy or security obligations, or due to any decisions or actions or omissions You or Your staff make based on or related to the Information, including those leading to personal injury of a third party.
* Your use of the HIE and the Information is completely optional. You are not required to make any referrals to other users of the HIE or to CareConnect or any entities associated with CareConnect.
* These Terms of Use are governed by the laws of North Carolina. Venue and exclusive jurisdiction will be in the state or federal courts located in Mecklenburg County, North Carolina.
* These Terms of Use, as updated from time to time, go into effect upon Your first access of the HIE, and apply to Your access thereafter. CareConnect reserves the right to amend and update these Terms of Use without Your consent and without giving You prior notice. Revised Terms of Use go into effect upon publication by CareConnect on its website, and You are subject to such revisions at that time.
* You understand that Your failure to comply with these Terms of Use will result in Your exclusion from the HIE and termination of Your access to the Information, and may be grounds for liability to CareConnect for both You and the person or entity through whom You were granted access to the HIE.