

PhysicianConnect

by UC DAVIS HEALTH

TERMS AND CONDITIONS OF USE

UC Davis Health (UCDH) is committed to protecting the privacy and security of its patients' medical records and other health information. UCDH grants limited permission to physicians and physician authorized representatives to access and use PHYSICIANCONNECT, a website containing electronic medical records. Physicians and other health care providers granted permission to access and use PHYSICIANCONNECT agree to be bound by the following Terms and Conditions of use:

1. Authorized Use

You agree to use PHYSICIANCONNECT solely to access the electronic medical records of patients for whom you are either: (a) the attending, consulting, covering or primary care physician of record, (b) an authorized representative of the attending, consulting, covering or primary care physician of record, or (c) an authorized reviewer of the medical record. Physician authorized representatives and other authorized users shall only be entitled to access and use PHYSICIANCONNECT while in the employ and under the direct supervision of the authorizing physician, or within the initial authorized scope of this system access. Such access and use is limited to authorized persons with a need to know, to the extent necessary, to perform their patient care related duties and/or as permitted by their authorized role. You agree to immediately inform UCDH at him@ucdmc.ucdavis.edu or (916) 734-HELP when you or your staff has terminated employment with your organization so UCDH may inactivate the access to protected health information.

2. Individual Security Code

You agree to access and use PHYSICIANCONNECT solely through the use of an individual security code that will be assigned to you by UCDH. You agree not to share your individual security code with any other individual or allow any other individual to use the website once you have accessed it. If you have reason to suspect the confidentiality and security of your individual security code may have been compromised, you agree to report this information to UCDH administrator as soon as possible.

3. Permitted and Prohibited Activities

By using your individual security code to access and use PHYSICIANCONNECT, you acknowledge that you have received instruction on proper use and consequences of any misuse. You understand that you may not use, download or print material from PHYSICIANCONNECT for any personal, public or commercial purpose, including distributing, selling, using, modifying, or transmitting information contained on PHYSICIANCONNECT, without the prior express consent of UCDH. You understand you may not change or delete proprietary notices from material downloaded or printed from PHYSICIANCONNECT. You understand you may not post or transmit any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, harmful, pornographic or profane material, any proprietary information belonging to others or any material that could be deemed as to encourage criminal activity, give rise to civil liability or otherwise violate the law.

4. Electronic Signatures and Access Logs

You understand that all results that are finalized with your individual security code will be treated as a written signature with all the ethical, business and legal implications, when and if applicable. You understand that PHYSICIANCONNECT will maintain a log of all access to patient medical records. In addition, you understand that PHYSICIANCONNECT will capture and retain your name, individual security code, electronic signature when and if applicable and any other pertinent information required by UCDH, and UCDH will conduct routine reviews of PHYSICIANCONNECT user accounts.

5. Confidentiality of Medical Information

You understand and agree that all medical information contained on PHYSICIANCONNECT must be held in strict confidence and not accessed or disseminated for any purpose other than for the patient's medical care and authorized insurance purposes, and that violation of this confidentiality may result in a violation of state and/or federal law and may subject you to disciplinary, criminal or civil action. You understand and will comply with California Civil Code Sections 56.10, 56.104 Disclosure of Medical Information by Providers, and Section 56.20 Disclosure of Medical Information by Employers.

6. Accuracy and Disclaimer

You understand that the health and health-related information contained on PHYSICIANCONNECT should not be used as a substitute for medical treatment by a health care professional. Be aware that UC Davis Health is a teaching institution and documentation authors include all levels of medical trainees, please refer to the attending note for final impression and care plan. While every effort is made to ensure the information contained on PHYSICIANCONNECT is accurate, complete and timely, UCDH does not guarantee the accuracy, completeness or timeliness. You acknowledge that the UCDH patient records in PHYSICIANCONNECT is incomplete, and acknowledge that UCDH is a hybrid entity where health information may be found in various physician locations and systems, both electronic and paper form. You agree to assume total responsibility and risk for your use of this information.

7. Termination of Access

You understand that UCDH reserves the right to terminate a user's access to PHYSICIANCONNECT due to any act that, in its sole discretion, constitutes a violation of these Terms and Conditions.

8. Revisions to Terms and Conditions

You understand that UCDH may revise these Terms and Conditions at any time. We encourage you to periodically read these Terms and Conditions to see if any changes have been made that may affect you. Your continued use of PHYSICIANCONNECT indicates your continued agreement with these Terms and Conditions as they may be revised.

9. Limitation of Liability

You understand that, UCDH and its affiliates, suppliers, and other third parties mentioned or linked to on this website are neither responsible nor liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or other damages (including, without limitation, those resulting from lost profits, lost data, technical problems or business interruption) arising out of or relating in any way to PHYSICIANCONNECT content or information contained within PHYSICIANCONNECT, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. Your sole remedy for dissatisfaction with PHYSICIANCONNECT is to stop using the website. These Terms and Conditions are governed by California law. If any version of the Uniform Computer Information Transactions Act is enacted as part of the law of California, that statute shall not govern any

aspect of these Terms and Conditions.

By clicking Accept, you affirm that you agree to the Terms and Conditions of use.