

## Clubhouse Health Outcomes Management System (ClubHOMS) Terms and Conditions

Welcome to the ClubHOMS system! Before accessing ClubHOMS, please carefully read the following terms and conditions created by UC San Diego Health Services Research Center (HSRC), a contractor of the County of San Diego Behavioral Health Services. These terms and conditions govern the use of ClubHOMS and all products, services, information and other materials available related to ClubHOMS. HSRC has created these rules and guidelines to protect you and other ClubHOMS users and to help you understand the requirements of using the system.

By accessing and using ClubHOMS, you agree to abide by the Terms and Conditions below. We understand that the information below can be complicated, so if you have questions about the Terms and Conditions, or you encounter another user who is not abiding by these Terms and Conditions, please feel free to email us at [clubhoms@health.ucsd.edu](mailto:clubhoms@health.ucsd.edu).

### 1. **Acceptance of Terms and Conditions & Privacy Policy**

By accessing, viewing, or using the products, services, information or other materials available on or through ClubHOMS, you thereby indicate that you understand these Terms and Conditions and that you accept and agree to comply with them. UC San Diego HSRC reserves the right to change these Terms and Conditions at any time. When changes are made to these Terms and Conditions, HSRC will notify all current users that a change has been made and will post the most recent date of review on this page. HSRC will notify you of the changes by sending a notification to the email address used to register into the system. Your continued use of ClubHOMS following any such change(s) to these Terms and Conditions will be conclusively deemed acceptance of such change(s).

### 2. **Termination**

HSRC reserves the right, in its sole discretion, to immediately suspend or terminate these Terms and Conditions and/or your ability to use ClubHOMS and/or any other service provided to you by HSRC, without cause and without notice to you.

In the event that HSRC determines, in its sole discretion, that you have breached any portion of these Terms and Conditions, or have otherwise demonstrated conduct inappropriate for ClubHOMS, HSRC reserves the right to (a) warn you via email that you have violated these Terms and Conditions; (b) discontinue your ability to use ClubHOMS and/or any other service provided to you by HSRC; (c) notify, send information or content to, and/or fully cooperate with the proper law enforcement authorities for further action; and/or (d) any other action which HSRC deems to be appropriate.

### 3. **Modifications to ClubHOMS**

HSRC may modify or discontinue ClubHOMS without notice or liability to you or any user.

### 4. **HSRC Intellectual Property and Proprietary Rights**

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**5. Third Party Content and Products**

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**6. Links to Other Sites**

HSRC may provide links, in its sole discretion, to other sites on the World Wide Web for the convenience of its users. While we make every effort to ensure a high level of quality in our content, these sites are maintained by third parties over which HSRC exercises no control. Accordingly, HSRC expressly disclaims any responsibility for the content, the accuracy of the information or other materials, and/or quality of products or services provided by or advertised on these third-party web sites. Moreover, these links do not imply an endorsement by HSRC with respect to any third party, any web site, or any products or services provided by any third-party, through its web site or otherwise.

**7. Your Password**

Use of certain portions of ClubHOMS requires a password. You will register a unique login user name ("User Name" or "Staff ID") and a password ("Password"). Each User Name and corresponding Password can only be used by one User. Anyone with knowledge of both a User Name and Password can gain access to restricted portions of ClubHOMS and the information available to each User. Accordingly, all Passwords must be kept secret. By agreeing to the Terms and Conditions, you agree to be solely responsible for the confidentiality and use of your respective Password(s), as well as for any communications entered through ClubHOMS using such Passwords. If you become aware of any loss, theft, or unauthorized use of your Password, you should immediately notify HSRC of such loss, theft, or unauthorized use. HSRC reserves the right to delete or

change a Password or to withdraw user privileges or deny services at any time and for any reason.

#### **8. Confidentiality on the Internet**

While HSRC uses reasonable efforts to create safe, secure, and reliable websites, please be advised that the use of other related services over the Internet cannot be guaranteed. Use of the Internet, including, without limitation, ClubHOMS, is solely at your own risk and is subject to all applicable local, state, national and international laws and regulations.

Accordingly, HSRC and its affiliates are not held responsible or liable for the security of any information transmitted via the internet, the accuracy of the information contained on ClubHOMS, or for the consequences of any reliance on such information. You assume all risks involved in using the Internet, including, without limitation, ClubHOMS and must make your own determination as to these matters. In no event shall HSRC disclose to the other any Protected Health Information ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("HIPAA"), and further in the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 ("HITECH Act"). Each user is responsible for ensuring the web-hosting service is able to properly maintain in confidence PHI in conformity with HIPAA.

#### **9. User Access**

User registration is hierarchical, with each ClubHOMS user (i.e., staff, clinicians, etc.) responsible for approving/denying access to the individuals registering under them. ClubHOMS users are also responsible for inactivating individuals who are registered under them and no longer need access to ClubHOMS. This allows for superior user management and data security accountability. In addition, reporting and other ClubHOMS system features can be tied to the registration hierarchy, limiting the depth of access to the ClubHOMS system for lower-level users. This hierarchy process assures that individual ClubHOMS users only have access to the information they need to know, in line with HIPAA standards. Accordingly, HSRC and its affiliates are not held responsible or liable for actions taken by approved individuals. Instead, each ClubHOMS user is responsible for ensuring that approved users under them are able to properly maintain in confidence PHI in conformity with HIPAA, and must take full responsibility if this standard is breached.

#### **10. Information Sharing and Protection**

HSRC complies with the Health Insurance Portability and Accountability Act of 1996 and other federal/state regulations related to the privacy of personal health information. A breach or violation of HIPAA is any unauthorized acquisition, access, use, viewing or disclosure of PHI that compromises the security or privacy of such information. A breach may involve PHI in any form, paper or electronic.

“Compromises the security and privacy” of PHI means “poses a significant risk of financial, reputational, or other harm to the individual.” (HITECH Final Rule, 45 CFR 164.402, January 2013). Civil Monetary Penalties range from \$100 to \$50,000 per violation, with annual caps ranging from \$25,000 to \$1,500,000 for violations of the same requirement. Criminal Penalties vary from \$50,000 and/or 1 year imprisonment to \$250,000 and/or 10 years. All personal details and databases reside behind multiple layers of hardware and software firewalls. Your information in this database is confidential, and is accessible only to HSRC staff. We use the details you provide for the

purposes of administering ClubHOMS related services, contacting you about issues relating to the ClubHOMS system, and evaluation of our systems and services. We may also use your data in automated reporting. We will not provide your data to third parties without consent of County administrators. To fulfill their contracted responsibilities and services, information may be shared with authorized personnel as required by the county in accordance with all applicable laws, rules, regulations, and policies. Requested restriction on the sharing of specified protected health information will be honored as required by HIPAA.

#### **11. Security of ClubHOMS**

Any actual or attempted unauthorized use of ClubHOMS including, without limitation, “hacking,” may result in criminal and/or civil prosecution. For your protection, HSRC reserves the right to view, monitor, and record activity on ClubHOMS without notice or your permission. Any information obtained by monitoring, reviewing or recording activity on ClubHOMS is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on ClubHOMS. HSRC will also comply with all court orders involving requests for such information.

#### **12. Events Beyond HSRC Control**

You expressly absolve and release HSRC from any claim of harm resulting from a cause beyond HSRC control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars or governmental restrictions.

#### **13. Disclaimer of Warranties; Indemnification of HSRC YOU UNDERSTAND AND EXPRESSLY AGREE THAT:**

- YOUR USE OF ClubHOMS IS AT YOUR OWN RISK. ClubHOMS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.
- HSRC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- HSRC MAKES NO WARRANTY THAT ClubHOMS WILL MEET YOUR REQUIREMENTS, OR THAT ClubHOMS WILL OPERATE UNINTERRUPTED OR IN A TIMELY, SECURE OR ERROR-FREE MANNER.
- YOU MAY DOWNLOAD OR OTHERWISE OBTAIN MATERIAL AND/OR DATA THROUGH THE USE OF ClubHOMS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING FROM SUCH MATERIAL AND/OR DATA.
- HSRC DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ACCESSIBLE FROM OR PROVIDED IN CONNECTION WITH ClubHOMS.
- HSRC IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR FOR THE RESULTS OBTAINED FROM THE USE OF SUCH INFORMATION.
- HSRC IS NOT ENGAGED IN RENDERING LEGAL, MEDICAL, COUNSELING OR OTHER PROFESSIONAL SERVICES OR ADVICE. HSRC

ENCOURAGES YOU TO SEEK APPROPRIATE PROFESSIONAL ADVICE OR CARE FOR ANY SITUATION OR PROBLEM THAT YOU MAY HAVE.

**NO OTHER WARRANTIES SHALL EXIST THAT ARE NOT EXPRESSLY MADE HEREIN.**

**14. Limitation of Liability**

HSRC SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ClubHOMS; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (C) ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF HSRC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HSRC CANNOT CONTROL ANY PARTICULAR RESULTS FROM ANY THERAPEUTIC COURSE OF ACTION. HSRC DISCLAIMS ANY LIABILITY FOR, AND YOU EXPRESSLY WAIVE ANY COURSE OF ACTION AGAINST HSRC BASED ON OR RELATED TO, PARTICIPATION IN ANY CLINICAL STUDY DESCRIBED ON ClubHOMS.

**15. Indemnification**

You agree to indemnify and hold each of HSRC, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand (including, but not limited to, reasonable attorney fees) made by any third party due to or arising out of your use of ClubHOMS.

**16. Assignment**

HSRC may assign its rights and obligations under these Terms and Conditions at any time without notice to you.

**17. Applicable Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California excluding its conflict of laws and provisions. Any action to enforce these Terms and Conditions will be brought in the federal or state courts in and for the State of California, and all parties to these Terms and Conditions expressly agree to be subject to the jurisdiction and venue of such courts.

**18. International Applicability**

HSRC is controlled and operated by UC San Diego from its offices within the United States. HSRC makes no representation that the information and other materials on ClubHOMS are appropriate or available for use in other locations, and access to them from any territory where any of the contents of ClubHOMS are illegal is prohibited. Those who choose to access ClubHOMS from other locations do so at their own risk and are responsible for compliance with applicable local laws.

**19. Contact Information**

Any questions regarding ClubHOMS and any requests for additional information concerning HSRC and its products and services may be directed to HSRC at [clubhoms@health.ucsd.edu](mailto:clubhoms@health.ucsd.edu).

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