

# Mental Health Outcomes Management System (mHOMS) Terms and Conditions

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By accessing and using mHOMS, 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 [mhoms@ucsd.edu](mailto:mhoms@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 mHOMS, 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 mHOMS 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 mHOMS 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 mHOMS, HSRC reserves the right to (a) warn you via email that you have violated these Terms and Conditions; (b) discontinue your ability to use mHOMS 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 mHOMS

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7. **Your Password**

Use of certain portions of mHOMS 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 mHOMS 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 mHOMS 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, mHOMS, 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 mHOMS, or for the consequences of any reliance on such information. You assume all risks involved in using the Internet, including, without limitation, mHOMS 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 mHOMS user (i.e., staff, clinicians, etc.) responsible for approving/denying access to the individuals registering under them. mHOMS users are also responsible for inactivating individuals who are registered under them and no longer need access to mHOMS. This allows for superior user management and data security accountability. In addition, reporting and other mHOMS system features can be tied to the registration hierarchy, limiting the depth of access to the mHOMS system for lower-level users. This hierarchy process assures that individual mHOMS 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 mHOMS 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 mHOMS related services, contacting you about issues relating to the mHOMS 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 mHOMS**

Any actual or attempted unauthorized use of mHOMS 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 mHOMS without notice or your permission. Any information obtained by monitoring, reviewing or recording activity on mHOMS is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on mHOMS. 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.

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**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 mHOMS.

**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**

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**19. Contact Information**

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

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