

TERMS OF USE.

BY USING YOUR LOG-IN AND PASSWORD, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND WILL COMPLY WITH THESE TERMS OF USE.

The following terms of use (the “Terms of Use” or “Agreement”) describes the terms on which the ETHEL AND JAMES FLINN FOUNDATION (the “Flinn Foundation”) allows you access to the Flinn Foundation Michigan Medication Quality Improvement Program (“MiMQIP”) application and the databases, including patient medical records that may be reviewed, revised, stored, manipulated or searched in connection with MiMQIP. By operating or using MiMQIP, you agree to be bound by the terms of this Agreement and these terms of use.

The terms of use may be changed from time to time and without further notice, at the sole discretion of the Flinn Foundation. Your continued use of MiMQIP or accessing medical records after any such change constitutes your acceptance of the new terms and conditions. If you do not agree to abide by these or any future terms, then you are prohibited from accessing or using MiMQIP.

PLEASE READ THE TERMS OF USE CAREFULLY.

MiMQIP is an online evidence-based, quality improvement clinical decision support application for the outpatient pharmacological treatment of patients suffering from major depressive disorder, bipolar disorder, and schizophrenia. It is based on medication clinical practice guidelines for the three disorders that have been developed and reviewed by recognized clinical experts with extensive experience treating these disorders. MiMQIP guidelines are intended to be consistent with the information found in other published clinical practice guidelines, psychopharmacological text books, and relevant published clinical research articles. Every reasonable effort has been made to ensure that the information provided by MiMQIP is correct. However, since errors and omissions occur, information changes, opinions differ with regard to the use of these medications in the treatment of severe psychiatric illnesses, and every patient is unique, physicians must ultimately use their own clinical judgment in the interpretation and application of MiMQIP’s analyses and suggestions for their patients.

MiMQIP uses a series of rules based on specific pharmacological information in the National Institute of Health (NIH) National Library of Medicine (NLM) DailyMed website (<http://dailymed.nlm.nih.gov/dailymed/about.cfm>), the PDR, and standard psychiatric textbooks to analyze a patient's medications for an Adequate Medication Trial (AMT). MiMQIP uses this information, in conjunction with the patient's diagnosis, data from standardized clinical rating scales completed by the clinician, and the guidelines, to provide clinical suggestions to the physician at the time of treatment. Since the amount of medication required by individual patients varies the medications should be adjusted according to the patient's clinical response.

MiMQIP is designed to support, but not replace the physician's clinical judgment. Its main premise is that physicians have the right and responsibility to use their clinical judgment to make the final decision about how to treat their patients. Nothing in MiMQIP is meant to interfere with that right and responsibility.

You hold a position of trust relative to the data and resources available on MiMQIP and have responsibilities entrusted in preserving the security and confidentiality of this information.

The following specific provisions apply to your use of MiMQIP. You must:

- Respect the privacy and laws and rules governing the use of any information accessible through MiMQIP and only utilize information necessary for performance of my job.
- Respect the ownership of proprietary information, data and applications. For example, do not make unauthorized copies of such application for your own use, even when the application is not physically protected against copying.
- Follow the procedures established to manage the use of MiMQIP.
- Not seek personal benefit or permit others to benefit personally by any confidential information or use of equipment available through MiMQIP.
- Not knowingly include or cause to be included in any record or report, a false, inaccurate, or misleading entry.
- Not remove any record (or copy) or report from the office where it is kept except in the performance of my duties.
- Report to the Flinn Foundation any improper use of MiMQIP or the records stored within it or any violation of these Terms of Use.
- Not release my authentication code, password or device to anyone else, or allow anyone else to access or alter information under my identity except your authorized designates.
- Not utilize anyone else's authentication code or device in order to access MiMQIP except your authorized designates.
- Understand that all access to MiMQIP will be monitored.
- Obligations under this Agreement will continue after termination of the use of MiMQIP.
- Privileges hereunder are subject to periodic review, revision, and if appropriate, renewal.
- If you cannot accept these standards of behavior, you may not access MiMQIP. If you violate these terms of use you may be subject to penalties, including disciplinary action, under policies of your employer and under laws of the State of Michigan or the federal laws, to the extent applicable.

The Flinn Foundation, its employees and independent contractors or consultants under contract shall not be responsible for information stored or made available through MiMQIP under any theory of liability or indemnity. The FLINN FOUNDATION, its employees and independent contractors or consultants under contract MAKE NO WARRANTY AS TO THE COMPLETENESS, ACCURACY, CURRENCY, USEFULNESS, ADEQUACY, SUITABILITY, OR RELIABILITY OF ANY INFORMATION, RECORDS OR CONTENT PROVIDED BY OR THROUGH MIMQIP. The FLINN FOUNDATION does not directly or indirectly practice medicine or dispense medical services as part of MiMQIP. MiMQIP is not designed for, or intended to be used in, high risk activities in which the failure of or defects in MiMQIP might result in death, personal injury, physical or environmental damage or significant business injury, and you agree to avoid such use. The FLINN FOUNDATION does not review patient data made available on MiMQIP and is not responsible for the content of these materials. MiMQIP shall not form any kind of provider-patient relationship. The FLINN FOUNDATION shall not be precluded from using the MiMQIP data for quality improvement analysis or publication of the results of aggregate deidentified data that evaluates the effect of MiMQIP on the outcomes of clinical care.

YOU ACKNOWLEDGE THAT YOUR USE OF MIMQIP IS AT YOUR SOLE RISK, AND THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. YOU AGREE TO BE RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING ADEQUATE

PROCEDURES AND CHECKPOINTS TO SATISFY YOUR REQUIREMENTS FOR SECURITY OF AND ACCURACY OF DATA.

MiMQIP may enable users to transmit, store, and receive confidential patient information ("Patient Information"). State and Federal laws, as well as ethical and licensure requirements may impose obligations with respect to patient confidentiality that may limit the ability of physicians, health care providers, and persons acting on their behalf, to make use of MiMQIP or to transmit certain information to third parties. You represent and warrant that you will, at all times during the term of this Agreement and thereafter, comply with all laws directly or indirectly applicable to you that may now or hereafter govern the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Patient Information, and use your best efforts to cause all persons or entities under your direction or control to comply with such laws. THE FLINN FOUNDATION CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR YOUR USE OR MISUSE OF PATIENT INFORMATION OR OTHER INFORMATION TRANSMITTED, MONITORED, STORED OR RECEIVED USING MIMQIP.

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Michigan. Any cause of action or claim you may have with respect to the FLINN FOUNDATION, its employees and independent contractors or consultants under contract must be commenced within one (1) year after the claim or cause of action arises. The FLINN FOUNDATION's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. The FLINN FOUNDATION may assign its rights and duties under this Agreement to any party at any time without notice to you. These terms constitute the entire agreement between you and the FLINN FOUNDATION governing your use of MiMQIP. Should any provision in these terms be found invalid or unenforceable for any reason, then that provision shall be deemed severable from the terms and shall not affect the validity or enforceability of the remaining provisions.