

## CONFIDENTIALITY AND TMIS ACCESS AGREEMENT

**THIS CONFIDENTIALITY AND TMIS ACCESS AGREEMENT** (this “**Agreement**”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ (the “**Effective Date**”) by and between Titus County Hospital District d/b/a Titus Regional Medical Center, a Texas hospital district created pursuant to Section 1107.002 of the Texas Special District Local Laws Code (“**TRMC**”) and \_\_\_\_\_ (“**External Entity**”).

### **1. CERTAIN DEFINITIONS.** For purposes of this Agreement:

1.1. “**Adverse Consequence**” shall mean a Change of Law that prohibits, restricts, limits or otherwise affects either party’s rights or obligations hereunder in a material manner or otherwise makes it desirable for either party to restructure the relationship established hereunder because of legal or material financial consequences expected to result from such Change of Law.

1.2. “**Affiliate**” shall mean any entity owned or controlled by, owning or controlling, or under common ownership or control, any named party now or anytime hereafter, or any joint venture or other long term strategic partnership with any named party now or anytime hereafter.

1.3. “**Authorized Individuals**” shall mean those who must access PHI in order to properly perform their duties and responsibilities, those responsible for billing or following up on claims for services rendered to the individual, those who have proper legal authority, or those with written authorization from the patient.

1.4. “**Change of Law**” shall mean: (a) any new legislation enacted by the federal or any state or local government; (b) any new third-party payor or governmental agency law, rule, regulation, guideline or interpretation or clarification of a previously issued law, rule, regulation or guideline; (c) any judicial or administrative order, decree or decision; or (d) any interpretation of (a), (b) or (c) above that may place any party to this Agreement in jeopardy of being in violation of law or otherwise jeopardize TRMC’s exemption from federal income taxation.

1.5. “**Confidential Information**” shall have the meaning under Section 3 of this Agreement.

1.6. “**Disclosure**” shall mean the release of TRMC Proprietary Information to any unauthorized individual(s), whether intentionally or unintentionally.

1.7. “**HIPAA**” shall mean the Health Insurance Portability or Accountability Act of 1996 and it’s implementing regulations, including the Privacy Rule, the Security Rule, and the Breach Notification Rule.

1.8. “**Licensors**” shall have the meaning set forth in Section 4.

1.9. “**TRMC Proprietary Information**” shall mean information that is not known to the general public (without breach of any obligation owed by External Entity to TRMC) and/or is not to be disclosed to unauthorized individuals. TRMC Proprietary Information includes, but is not limited to, the following: (i) TRMC’s business strategies; (ii) demographic and clinical patient

information; (iii) TRMC's claims and billing information; (iv) peer review protected information; (v) TRMC's payroll and personnel information; and (vi) the Software.

1.10. "**TMIS**" shall mean the TRMC Medical Information System, TRMC's electronic health record, and includes the Software and related services used in conjunction with the Software.

1.11. "**Permitted Users**" shall include only those shareholders, partners, members, employees and contractors of External Entity who provide or are otherwise directly or indirectly involved in the treatment of patients, and such additional employees and contractors directly involved in payment and health care operations. Permitted Users includes Support Personnel Permitted Users.

1.12. "**PHI**" shall mean protected health information, as such term is defined under HIPAA.

1.13. "**Policies**" shall have the meaning set forth in Section 2.1.2.

1.14. "**Software**" is defined in Section 5 below.

1.15. "**Support Personnel Permitted Users**" shall have the meaning set forth in Section 2.2.1(d).

**2. AGREEMENT.** TRMC hereby grants to External Entity access to the TMIS on the terms and conditions set forth herein.

2.1. **Limitation on Access, Use and Disclosure.** External Entity shall not, and shall cause its Permitted Users not to, access the TMIS or any PHI or other information contained therein of any individual with whom External Entity does not have a direct or indirect treatment relationship.

2.1.1. External Entity shall be responsible for its own compliance with HIPAA. External Entity shall be solely responsible and liable for any violations of HIPAA committed by any of its Affiliates, Permitted Users, and any person or entity who accesses the TMIS and any PHI or other data stored by the TMIS through access codes issued to External Entity.

2.1.2. External Entity shall comply with: (i) all reasonable remote access and network security requirements communicated by TRMC from time to time; and (ii) all applicable federal, state or local laws and regulations; and (iii) any and all TMIS policies and procedures as may be established by TRMC from time to time (collectively, the "**Policies**"). Such Policies are available upon request. External Entity shall not use or enable any Permitted User or any other person or entity to use the TMIS: (a) in violation of any applicable export laws and regulations; (b) in violation of any applicable federal, state or local laws or regulations, or the Policies; (c) in ways that interfere with other users of the TMIS; or (d) in violation of this Agreement.

2.1.3. External Entity represents and warrants that it has taken and agrees that it shall continue to take all steps reasonably necessary to comply with the requirements of HIPAA. External Entity shall reasonably monitor access to the TMIS to ensure compliance with HIPAA,

this Agreement, the Confidentiality and TMIS Access Agreement attached as **Exhibit “B”**, the Policies and External Entity’s own privacy and security policies, and shall promptly notify TRMC in writing of any known or reasonably suspected violations of any of the foregoing that are related to or involving the TMIS.

2.2. **Permitted Users.** External Entity shall identify those Permitted Users authorized to receive personal access to the TMIS. TRMC will provide External Entity with individual access codes to the TMIS for each of its Permitted Users as set forth herein.

2.2.1. With respect to External Entity and External Entity’s Permitted Users, External Entity hereby covenants, represents, warrants, acknowledges and agrees as follows:

(a) The Permitted User Listing set forth in **Exhibit “A”** to this Agreement identifies all Permitted Users of External Entity and shall become an integral part of this Agreement upon execution by the parties. External Entity may add additional Permitted Users by submitting his or her name and other requested information to TRMC in writing, and each such addition shall become effective when an access code is assigned by TRMC.

(b) External Entity shall maintain an accurate and current description of all such additions and deletions to the list of Permitted Users and the effective date of any additions and deletions to the list. Upon the deletion or addition of a Permitted User in accordance with this Section 2.2.1, **Exhibit “A”** hereto shall be automatically amended to reflect the addition or deletion, as the case may be.

(c) External Entity shall require every Permitted User to sign a Confidentiality and TMIS Access Agreement in the form set forth in **Exhibit “B”**. External Entity shall provide a copy of the Permitted User’s signed Confidentiality and TMIS Access Agreement to TRMC before an access code will be issued.

(d) External Entity shall cause Permitted Users who are not involved in the treatment of patients but who require access to the TMIS for billing and/or health care operations purposes (“**Support Personnel Permitted Users**”) to limit their access to the TMIS to the minimum amount of information necessary for them to carry out the functions for which access is sought.

(e) External Entity shall request individual access codes to the TMIS only for Permitted Users.

(f) External Entity shall be accountable and responsible for access to the TMIS using access codes issued to External Entity’s Permitted Users.

(g) External Entity shall notify TRMC in writing of the termination of the relationship between External Entity and any Permitted User or any decision to delete access to the TMIS for a Permitted User within twenty-four (24) hours of said event.

(i) TRMC may delete a Permitted User if such Permitted User’s medical staff or allied health professional staff privileges are suspended or revoked or if TRMC suspects or becomes aware of a violation of HIPAA by the Permitted User.

(ii) TRMC shall disable the access code previously assigned to all deleted Permitted Users within three (3) days of receipt of such information, and such deletion shall be effective when such access code is so disabled.

2.3. **Improper Access, Use or Disclosure.** External Entity hereby covenants, represents, warrants, acknowledges and agrees as follows:

2.3.1. External Entity shall institute a written policy against improper disclosure of access codes issued by TRMC and improper access to the TMIS, and shall inform its Permitted Users, agents and employees of such policy. Such policy shall be as least as comprehensive and restrictive as those contained in the Policies and TRMC may review and approve such policy upon request.

2.3.2. In the event of a violation by a Permitted User or other employee, contractor or agent of External Entity of this Agreement, a Confidentiality and TMIS Access Agreement, or the Policies, External Entity shall promptly take corrective action with regard to such violation and shall report such violations to TRMC's Chief Compliance Officer within 24 hours of discovering the violation.

2.3.3. External Entity's failure to report such violations, and/or the failure to take appropriate corrective action in the face of such violations, may result in sanctions against External Entity, including but not limited to termination of this Agreement. TRMC may utilize a number of mechanisms, including periodic audits, to identify instances of improper access.

2.4. **Access Limited to Within the United States.** External Entity shall not provide access to the TMIS or any Software to any person or entity located outside of the United States.

### 3. **CONFIDENTIALITY.**

3.1. **Confidential Information.** From time to time in connection with this Agreement, one party (for the purposes of this Section 3, the "**Receiving Party**") may receive, be provided, or otherwise have access to certain confidential information of the other party (for the purposes of this Section 3, the "**Disclosing Party**") and the affiliates, licensors, or suppliers of the Disclosing Party in written or other form, including, but not limited to, business, marketing, sales, technical, creative and human resources information, peer review and utilization review documents, finances, earnings, volume of business, systems, practices, plans, contracts, know-how, processes, trade secrets, and similar information (collectively, "**Confidential Information**"). For the avoidance of doubt, the Confidential Information of TRMC shall include TRMC Proprietary Information.

3.2. **Exceptions.** Confidential Information does not include information that: (a) was rightfully known by the Receiving Party prior to any disclosure by the Disclosing Party hereunder as evidenced by written documentation; (b) is disclosed to the Receiving Party on a non-confidential basis by a third party that is legally entitled to make such disclosure; (c) can be demonstrated to have been independently developed by the Receiving Party without reference to or reliance on the Disclosing Party's information; or (d) is generally known or available to the public or in the public domain through no breach of this Agreement.

### 3.3. Confidentiality Obligations; Texas Information Laws.

3.3.1. Each party shall: (a) hold the Confidential Information of the other party in strict confidence; (b) not directly or indirectly divulge, reveal, report, publish, transfer or disclose, or permit to be divulged, revealed, reported, published, transferred, or disclosed, to any third party for any purpose whatsoever any of the Confidential Information of the other party, except to those who (i) need to know such Confidential Information for the purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement, (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations with respect thereto, and (iii) are bound by confidentiality and restricted use obligations at least as protective as the terms set forth in this Section 3; (c) exercise at least the same degree of care to protect the Confidential Information of the other party as is used to protect its own Confidential Information of a similar nature, but no less than reasonable care; and (d) access, use, and disclose the Confidential Information of the other party only for the limited purpose of exercising its rights and fulfilling its obligations under this Agreement, or as otherwise expressly authorized in writing by the other party.

3.3.2. Notwithstanding the foregoing or anything to the contrary herein, the parties hereto acknowledge and agree that the non-disclosure obligations of this Agreement shall not apply to the extent disclosure is required by applicable law, regulation, or order of a court of competent jurisdiction (including, without limitation, any requirements under the Texas Open Meetings Act, as enumerated under Chapter 551 of the Texas Government Code, the Texas Public Information Act, as enumerated under Chapter 552 of the Texas Government Code, and other records and retention requirements applicable to Texas state entities (collectively, the "**Texas Information Laws**").

3.3.3. If the Receiving Party is required by applicable law (including, without limitation, any Texas Information Law) to make any disclosure that would otherwise be prohibited under this Agreement, the Receiving Party will (a) prior to any disclosure, provide the Disclosing Party with prompt written notice thereof and any copies of any relevant demands, subpoenas, or other documents that purport to require the Receiving Party to disclose Confidential Information, (b) cooperate with the Disclosing Party (at the Disclosing Party's sole expense) to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information subject to disclosure, and (c) provide the minimally necessary information required to comply with such request.

3.4. **Return or Destruction of Confidential Information.** Upon the termination or expiration of this Agreement for any reason (or upon the written request of the other party), each party shall promptly return to the other party or destroy all Confidential Information of the other party in its possession and, upon written request, cause an officer to certify in writing that no copies or summaries remain of the same.

3.5. **Additional Protection for Software.** TRMC and/or its Licensors retain all ownership and intellectual property rights to the Software. The TMIS, the Software, and any accompanying printed and/or electronic materials and all copies and portions thereof contain trade

secrets and other proprietary information of TRMC or its Licensors and are the proprietary copyrighted property of TRMC or its Licensors. Title and ownership to TMIS, the Software, and accompanying printed and/or electronic materials and all copies and portions thereof shall be and at all times remain with TRMC or its Licensors.

3.6. **Remedies.** Each party agrees that the other party may be irreparably harmed by a Disclosure of the other party's Confidential Information. Consequently, each party agrees that in the event of a disclosure or threatened disclosure by a Receiving Party (or such Receiving Party's representatives) who has obtained access to the other party's Confidential Information, the Disclosing Party shall, in addition to any other remedy to which it might be entitled, be entitled to seek a temporary restraining order, preliminary injunction, and/or permanent injunction against the disclosure or threatened disclosure.

**4. PROFESSIONAL RESPONSIBILITY.** In providing access to the TMIS under this Agreement, neither TRMC nor the companies from which TRMC licenses any item of the Software (collectively, "**Licensors**") or any of their respective Affiliates, are giving medical advice or providing medical or diagnosis services. Any content, data, templates, alerts, or decision support tools contained in or available through the TMIS are not a substitute for the professional judgment of healthcare providers in diagnosing or treating patients.

4.1. External Entity acknowledges and agrees, on its own behalf and on behalf of its Permitted Users, as follows:

4.1.1. The professional duty to the patient in providing health care services and for operating External Entity lies solely with External Entity, Permitted Users, its employees, contractors and agents.

4.1.2. External Entity takes full responsibility for its use of information contained in or accessed through the TMIS and acknowledges that the use of the TMIS is in no way intended to replace or substitute for the professional judgment of health care professionals in diagnosing and treating patients.

4.1.3. External Entity shall be solely responsible for verifying the accuracy of patient information (including, without limitation, by obtaining all applicable patients' medical and medication history and allergies), and for all medical decisions or actions with respect to the medical care, treatment, and wellbeing of recipient's patients, including, without limitation, all External Entity's and its Permitted Users' acts or omissions in treating the applicable patient. Any use or reliance by External Entity or its Permitted Users upon the TMIS or any information contained therein shall not diminish that responsibility.

4.1.4. External Entity assumes all risks associated with the clinical use of the TMIS and the information contained therein by External Entity, its Permitted Users and its employees, contractors and agents in the treatment of patients.

4.2. Neither External Entity nor any Permitted User shall have any claim or cause of action against TRMC as a result of patient care or other services rendered or withheld by the External Entity, a Permitted User, or any health care provider.

**5. INTELLECTUAL PROPERTY.** Unless External Entity obtains TRMC's specific prior written consent, External Entity shall not, nor cause or authorize any third party, under any circumstances, to: (a) distribute, rent, sell, sublicense, permit, lease or otherwise display, disclose, transfer or make available the software programs, content, tools, specifications, ideas, concepts, know-how and techniques, or related documentation that comprises the TMIS (the "**Software**") to any third party; (b) modify, change, enhance, reverse assemble, reverse compile or reverse engineer the TMIS, including any Software therein, or otherwise attempt to discover any Software source code or underlying proprietary information; (c) remove, modify, efface or obscure any copyright notices, logos, trademarks or other proprietary notices or legends (whether TRMC's, its Licensors' or their Affiliates or other partners') from the Software; (d) export or re-export, or allow the export or re-export of, any proprietary information or any copy or direct product thereof in violation of any restrictions, laws or regulations; or (e) copy the Software in any form. External Entity may not use or allow any person to examine the Software for the purpose of creating another system which could compete with the Software and will not use or disclose any data or information relating to the Software (including, without limitation) the technology, ideas, concepts, know-how or techniques embodied in the Software except as necessary to operate the Software) as contemplated by this Agreement.

**6. TERM.** The term of this Agreement shall be for one (1) year commencing on Effective Date and ending one year after Effective Date. Thereafter, the Agreement shall automatically renew for additional one (1) year terms unless otherwise terminated as provided in Section 7 of this Agreement.

**7. TERMINATION.**

7.1. Prior to its expiration, this Agreement may be terminated: (a) by written agreement of the parties upon thirty (30) days prior written notice; or (b) by either party immediately for cause in the event that the other party breaches any of its material obligations under this Agreement (which shall include, but not be limited to, improper or unauthorized access to the TMIS or any information contained therein or unauthorized or improper use or disclosure of information contained therein by External Entity or any Permitted Users, employees, contractors or agents) and such material breach remains uncured for thirty (30) days after receiving written notice thereof.

7.2. In the event that External Entity or any of its Permitted Users, employees, contractors or agents breach this Agreement through the unauthorized access to or use or disclosure of information contained within the TMIS, TRMC, in its sole discretion, may notify the applicable law enforcement agency, licensing agency, professional staff credentialing office and/or regulatory oversight agency, including the Texas State Board of Medical Examiners, the HHS Office for Civil Rights and/or the Credentials Committee of the applicable TRMC facility.

**8. GOVERNING LAW.** This Agreement shall be governed by and interpreted under the laws of the State of Texas, without regard to any conflict of laws rules.

**9. NOTICE.** All notices, requests, demands or other communications hereunder must be in writing and must be given and shall be deemed to have been given upon receipt if delivered by Federal Express, on the date of delivery if delivered in person, or three (3) days after mailing if sent by certified or registered mail with first-class postage prepaid, as follows:

If to TRMC: Titus County Hospital District; ATTN: Chief Executive Officer  
2001 N. Jefferson  
Mount Pleasant, TX 75455

If to External Entity: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. WAIVERS.** Any waiver of any provision hereof shall not be effective unless expressly made in writing executed by the party to be charged. The failure of any party to insist on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

**11. SEVERABILITY.** If any provision or portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

**12. CHANGE OF LAW.** Notwithstanding any other provision of this Agreement, if during the term hereof any Change of Law results in an Adverse Consequence, the External Entity hereby agrees to cooperate with TRMC in good faith in making reasonable revisions to this Agreement in order to avoid such Adverse Consequence(s). If the parties fail to agree to such revisions after thirty (30) days following written notice by either party to the other party requesting renegotiation, then either party may terminate this Agreement upon an additional thirty (30) days written notice to the other party.

**13. INDEMNIFICATION.** To the extent allowed by state law, each party agrees to indemnify and hold the other party harmless from and against all liability, losses, damages, claims, causes of action, cost or expenses (including reasonable attorneys' fees), arising out of or related to any breach of this Agreement or breach of a Confidentiality and TMIS Access Agreement.

**14. ENTIRE AGREEMENT/AMENDMENT.** This Agreement and the exhibits attached hereto constitutes the entire agreement between the parties with respect to the subject matter hereof, and no amendment, alteration or modification of this Agreement shall be valid unless in each instance such amendment, alteration or modification is expressed in a written instrument duly executed by both parties.

**15. FORCE MAJEURE.** Neither party shall be liable to the other party for failure to perform any of its obligations under this Agreement in the event of strikes, lockouts, calamities, acts of God, pandemics, epidemics, or other events of which the party has no control (each, a "**Force Majeure Event**") for so long as such Force Majeure Event continues and for a reasonable period of time thereafter.

**16. ATTORNEYS' FEES.** In the event of a breach of this Agreement, the non-breaching party shall be entitled to recover its reasonable attorneys' fees and costs incurred in the enforcement of its rights under the terms of this agreement in addition to any other remedies to which it may be entitled. [*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be made effective as of the Effective Date. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.

**TITUS COUNTY HOSPITAL DISTRICT**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXTERNAL ENTITY**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Role: \_\_\_\_\_

External Entity Name: \_\_\_\_\_

Date: \_\_\_\_\_

Check all that apply:

Community Physician  Referring Physician

Other – describe: \_\_\_\_\_

**EXHIBIT A  
PERMITTED USER LISTING**

	<b><u>Name of Permitted User</u></b>	<b><u>Date Added</u></b>	<b><u>Date Deleted</u></b>	<b><u>Date of Birth MM/DD</u></b>	<b><u>Role</u></b>
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

**EXHIBIT B**  
**PERMITTED USER CONFIDENTIALITY AND TMIS ACCESS AGREEMENT**

By signing where indicated below, I, the undersigned, acknowledge and agree that \_\_\_\_\_ (“**External Entity**”), has requested that I be granted access to one or more components of the TRMC Medical Information System (the “**TMIS**”) and **TRMC** has granted such request contingent upon the following representation and warranties:

- I agree to access only the minimum amount of information necessary for the performance of my job responsibilities as authorized by this Agreement;
- I agree to use the TMIS only to access records of patients with which External Entity has a treatment or billing relationship;
- I agree to access the TMIS solely as required by my job on behalf of External Entity, and then only for the purpose of Treatment, Payment or Healthcare Operations of External Entity for patients treated at TRMC;
- I agree that my access to the TMIS is a privilege that may be revoked at any time;
- I agree to keep my TMIS user access code confidential at all times (and agree not to write it down in any location that may be accessible to others or to disclose it to anyone else); and
- I agree to protect the integrity of my user access codes (passwords, sign-on codes, etc.) by:
  - Logging off or locking workstations when leaving the device unattended.
  - Reporting any violations of this Agreement to TRMC Access Coordinator at (903) 577-6366.

I hereby represent, warrant, and agree for TRMC’s benefit and acknowledge that its grant of access to the TMIS is in reliance upon my agreement to the following:

- (a) I am familiar with HIPAA, its Privacy Rule, Security Rule and Breach Notification Rule.
- (b) When exposed to confidential information, including PHI (as defined by HIPAA), I am responsible for keeping that information confidential.
- (c) I may only use a patient’s information in conversations that are within the scope of my duties and responsibilities.
- (d) When discussions about a patient’s information are held during the course of work, I will use discretion to ensure that such conversations cannot be overheard by others who are not involved in the patient’s care.
- (e) I will never access, remove, copy, or release confidential medical or non-medical information without proper authorization to do so.

(f) I will not allow any person to examine or make copies of any patient reports or other documents unless authorized to do so.

(g) I will not disclose to any person my personal access code(s) to the TMIS and I will not leave an access code in a location where such access code could be copied or used by another person. In the event that I become aware that my access code has been disclosed to any other person, I will immediately notify TRMC's Access Coordinator so that the current access code can be canceled, and a replacement access code issued.

(h) I will not leave the computer through which I access the TMIS unattended if health information is displayed on the screen or another person could use that computer to access health information without the necessity of an access code or other security measures.

(i) I will use reasonable efforts to limit uses or disclosures of health information that are incidental to permitted uses or disclosures of that information.

(j) I acknowledge that the TMIS includes software programs, content, tools, specifications, ideas, concepts, know-how and techniques, and related documentation (referred to collectively as the "**Software**") that is the property of TRMC and/or other entities (such other entities referred to as "**Licensors**"). I acknowledge and agree that the Software is proprietary and confidential information of TMIS and/or Licensors, and that I have a duty to maintain the confidentiality of all Software. Accordingly, I agree to use my best efforts to maintain its confidentiality. I agree that in addition to being liable to TRMC, I may also be liable directly to a Licensor for any breach of confidentiality and misuse of the TMIS, including any Software, by me or others who access the TMIS through me.

(k) I agree that TRMC and/or its Licensors retain all ownership and intellectual property rights to the Software. The TMIS, the Software, and any accompanying printed and/or electronic materials and all copies and portions thereof contain trade secrets and other proprietary information of TRMC or its Licensors and are the proprietary copyrighted property of TRMC or its Licensors. Title and ownership to TMIS, the Software, and accompanying printed and/or electronic materials and all copies and portions thereof shall be and at all times remain with TRMC or its Licensors.

(l) I understand that in providing access to the TMIS under this Agreement, neither TRMC, its Licensors, contractors nor any of their respective affiliates or long-term strategic partners are giving medical advice or providing medical or diagnosis services. Any content, data, templates, alerts, or decision support tools contained in or available through the TMIS are not a substitute for the professional judgment of healthcare providers in diagnosing or treating patients.

(m) I will not access the TMIS or any Software from any location outside of the United States.

(n) To the extent that I provide healthcare service utilizing the TMIS, I acknowledge and agree that:

(i) The professional duty to the patient in providing health care services lies solely with me;

(ii) I take full responsibility for use of information contained in or accessed through the TMIS and acknowledge that the use of the TMIS is in no way intended to replace or substitute for my professional judgment; and

(iii) I am solely responsible for verifying the accuracy of patient information (including, without limitation, by obtaining all applicable patients' medical and medication history and allergies), and for all medical decisions or actions with respect to the medical care, treatment, and wellbeing of recipient's patients, including, without limitation, all acts or omissions in treating the applicable patient. Any use or reliance upon the TMIS or any information contained therein shall not diminish that responsibility.

I understand that a failure to abide by the terms of this Agreement may result in disciplinary action including, but not limited to, termination of this Agreement and revocation of my access to the TMIS, as well as a formal report to the appropriate licensing agency and/or board, professional staff credentialing office and/or regulatory oversight agency in the event of an improper use or disclosure. I also acknowledge and agree that violations of HIPAA may lead to monetary fines and imprisonment.

\_\_\_\_\_  
External Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Permitted User

\_\_\_\_\_  
Contact Phone # of Permitted User

\_\_\_\_\_  
Signature of Permitted User

\_\_\_\_\_  
Email of Permitted User

**Please return to the TRMC Access Coordinator at [ECL.Support@TitusRegional.com](mailto:ECL.Support@TitusRegional.com)**