

## TERMS AND CONDITIONS OF USE

Fisher-Titus is pleased to offer you, as a patient of Fisher-Titus, information via a Web-based version of our computer charting system called myFISHERTITUS. MyFISHERTITUS is not a complete copy of a patient's medical record. It is a subset of some information which a patient might find helpful. Access to MyFISHERTITUS is not a right, but a privilege. Fisher-Titus reserves the right to revoke access at any time for any reason. The following Terms and Conditions of Use govern your access to and use of MyFISHERTITUS. You must agree to be bound by these Terms and Conditions of Use to access and use the MyFISHERTITUS patient portal.

**Response to Electronic Communication** - MyFISHERTITUS should never be used for urgent matters. For all urgent matters, please contact your physician's office by telephone, go to an emergency room, or dial 9-1-1.

Fisher-Titus will make our best effort to provide a timely response to electronic inquiries. In some cases, staff who need to respond to an electronic inquiry or other communication may not be immediately available, so a patient should allow at least two (2) business days for a response.

If your provider is out of the office or unavailable, messages sent via MyFISHERTITUS may be routed to other authorized caregivers within Fisher-Titus in order to facilitate a timely response to your request.

With respect to any electronic communication sent by the patient, Fisher-Titus is only able to respond to such communications based on the information provided by the patient. If there is insufficient information provided, Fisher-Titus will be unable to provide accurate and reliable services.

**MyFISHERTITUS Username and Password** - When you initially enroll in the MyFISHERTITUS patient portal, you will be provided an activation code. The activation code you receive will give you the opportunity to create a personal username ("MyFISHERTITUS Username") and a password. Once this activation code has been used, it will no longer be valid. It is extremely important that you keep your username and password completely confidential. Anyone with access to your username and password will be able to access your confidential medical information. That person will also be able to read your messages and send new messages as if they were you. It is your responsibility to prevent disclosure of your username and password and to change your password if you feel that your security has been compromised. You may change your password at any time.

You understand and agree that Fisher-Titus takes no responsibility for and disclaims all liability for any and all damages arising from a breach of medical record confidentiality resulting from your sharing or losing your password. If Fisher-Titus discovers that you have inappropriately shared your password with another person or that you may have misused or abused your access privileges in any way, Fisher-Titus may terminate your access to MyFISHERTITUS immediately.

**Email Privacy** - All communications between you and our healthcare providers using MyFISHERTITUS occur over a secure connection. You will, however, receive internet email messages notifying you that new information is available in your MyFISHERTITUS account. These email messages will not contain

any confidential medical information. However, any person with access to your email account will be able to see this notification. This can include you, your spouse, employer, or anyone else that can access the patient's email account used to set up a MyFISHERTITUS account. Patients should take this into account when providing an email address.

**Website Links** - Fisher-Titus may offer links to related medical websites not managed by Fisher-Titus. These website links are for your convenience and in no way signify any endorsement of any such websites or the content thereof. Fisher-Titus has not verified the accuracy of the information in/on these websites, and the patient should not rely on any of the information found on the websites for purposes of treatment or diagnosis. Access to any such linked website is at your own risk, and Fisher-Titus will not have any liability arising out of or related to such websites and/or their content or for any damages or loss caused or alleged to be caused by or in connection with any use of or reliance on any such content, or any goods or services available on or through any such website.

**Minor Eligibility** - We encourage mature teenagers to take control of their medical care; therefore, a patient 13 or older may request a personal MyFISHERTITUS portal account. If an account already exists for them, the minor may set up access through their own personal email account, as prior to 13, an account may have been established by a parent or guardian using a different email. Parents or guardians of minor children may continue to have access to certain parts of the minor record as defined by [§3798.07 regulations in the State of Ohio Revised Code](#) if a proxy exists prior to the patient turning 13, or if a proxy request was created and approved after the minor turned 13. Request for access to a minor child's account is outlined in the "Proxy Access" section of this Terms and Conditions statement.

**Proxy Access** – If a minor account is newly established without existing parental or guardian proxy, individuals may request proxy access to a minor's MyFISHERTITUS account during a clinic visit. Such access will only be granted to parties with parental rights or legal guardianship over the patient and only to the extent that the party requesting proxy access can demonstrate the legal right to that patient's medical information. Proxy access will only be granted with respect to accounts for patients age 13 and over if the patient is present at the time of such request and the patient executes an acknowledgement form with respect to the proxy access.

If proxy access was established prior to age 13 on a minor account, the proxy will terminate upon the minor's 13<sup>th</sup> birthday in compliance with the State of Ohio revised code relating to minor medical records and online access. Parental or guardian proxy will need to be reestablished through the process outlined previously, or through the Health Information Management department located at Fisher-Titus Medical Center. For questions, please call 419-668-8101 and ask for Health Information Management.

**Security and Confidentiality** - We afford the same degree of confidentiality to medical information stored on MyFISHERTITUS as is given to medical information stored in medical charts at Fisher-Titus and other medium. Fisher-Titus is committed to protecting any confidentiality of your medical information. We limit Fisher-Titus employees' access and ability to enter or view information based on their role in your care. Firewalls, passwords, encryption, and audit trails are further used to safeguard

your information. We will identify the records accessed in MyFISHERTITUS to note the time and date of such access. We have taken steps to make all information received from our online visitors as secure as possible against unauthorized access and use.

**Integration with other Health Apps** – Patients may request Application Program Interface (API) integration with the health application of your choice. To do this, please contact Fisher-Titus Health Information Management at 419-668-8101 for this request.

**Disclaimers** - myFISHERTITUS IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE EXTENT THAT YOU SUBMIT ANY INFORMATION OVER THE INTERNET, YOU EXPRESSLY ACKNOWLEDGE THAT YOU ASSUME ALL RESPONSIBILITY RELATED TO THE SECURITY, PRIVACY, AND CONFIDENTIALITY RISKS INHERENT IN SENDING ANY CONTENT OVER THE INTERNET. FISHER-TITUS DOES NOT WARRANT ANY SAFEGUARD AGAINST THE INTERCEPTION OR OTHER COMPROMISES TO INFORMATION YOU SEND OVER AN INTERNET CONNECTION.

**Limitation of Liability** - YOUR USE OF MYFISHERTITUS IS AT YOUR OWN RISK. FISHER-TITUS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO: (I) YOUR USE OR MISUSE OF MYFISHERTITUS OR THE CONTENT THEREOF; (II) YOUR INABILITY TO ACCESS MYFISHERTITUS OR THE CONTENT THEREOF; (III) ANY LOSS OR CORRUPTION OF DATA OR INFORMATION SUBMITTED BY YOU; (IV) ANY COMMUNICATIONS OR SERVICES PROVIDED BY MYFISHERTITUS; OR (V) A BREACH OF MEDICAL RECORD CONFIDENTIALITY RESULTING FROM A PATIENT OR PROXY'S SHARING OR LOSING HIS OR HER MYFISHERTITUS USERNAME AND/OR PASSWORD.

**Changes and Termination** - At any time and without notice to you, Fisher-Titus may change or modify MyFISHERTITUS, or any features or functions thereof, or may suspend or discontinue MyFISHERTITUS, or stop supporting MyFISHERTITUS, or any aspect thereof. Any such termination, suspension or discontinuance shall be without liability to you.

**Modified Terms** - These Terms and Conditions of Use may be modified at any time and without notice to you. Your continued use of MyFISHERTITUS after any such changes to these Terms and Conditions of Use are made available through MyFISHERTITUS will constitute your acceptance of those changes.

**Governing Law** - These Terms and Conditions of Use are governed by the laws of the State of Ohio and applicable federal laws of the United States of America, without giving effect to conflict of laws principles, and you agree to be bound and shall be subject to the exclusive jurisdiction of the local, state, or federal courts located in Huron County, Ohio.

*Revised 9/17/2020*