

ELECTRONIC COMMUNICATIONS AGREEMENT FOR PERSONAL HEALTH INFORMATION

_____ (“Provider”) and _____ (“Patient”) herein enter into this Electronic Communications Agreement for Personal Health Information (“PHI Agreement”) regarding the use of email or other electronic communications/transmissions:

1. **Emails, text messages, videoconferencing, and all other electronic communications may be utilized between the Provider and the Patient that includes the Patient’s Personal Health Information (“PHI”).**
2. **The Patient agrees to inform the Provider of any changes to the Patient’s authorized email address. The Patient acknowledges that should the Patient exchange email with the Provider from another email address, the Patient authorizes the Provider to use that email address for communicating PHI as well.**
3. **For all other services, the Patient and the Provider may use telephone (landline or mobile), facsimile, mail, or in-person office visits.**
4. **Under no circumstances shall email or electronic communications be used by the Patient or the Provider in emergency situations. If the Patient is in an emergency situation, the Patient must call 9-1-1.**
5. **The Provider and his/her staff value and appreciate the Patient’s privacy and take security measures such as encrypting the Patient’s data, password-protected data files, and other authentication techniques to protect the Patient’s privacy. The Provider shall comply with HIPAA/HITECH with respect to all communications subject to the terms of this PHI Agreement reflecting the Patient’s explicit consent to certain communication amenities. The Patient acknowledges and understands that any email or text communication may become part of the Patient’s medical record based on the discretion of the Provider.**
6. **The Patient acknowledges that electronic communication platforms and portable data storage devices are prone to technical failures and, on rare occasions, the Patient’s information or data may be lost due to technical failures. The Patient nevertheless authorizes the Provider to communicate with the Patient, and each other, as set forth in this PHI Agreement. The Patient shall hold harmless the Provider, and its owners, officers, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney’s fees, arising out of or caused by such technical failures that are not directly caused by the Provider. If the Patient uses non-encrypted email, or instructs the Provider to use non-encrypted email containing PHI, the Patient shall hold harmless the Provider, and their respective owners, directors, agents, and employees from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney’s fees, arising out of any third-party interception of such non-encrypted email.**
7. **The Provider will obtain the Patient’s express consent in the event that the Provider is required or requested to forward the Patient’s identifiable information to any third party, other than as specified in the Provider’s Notices of Privacy Practices, Provider-Patient Agreement or as mandated by applicable law. The Patient hereby consents to the communication of such information as is necessary to coordinate care and achieve scheduling with the Patient and all responsible parties. The Patient identifies the following individuals or entities as additionally authorized to receive the Patient’s PHI from the Provider in connection with authorized consulting, education, and all other aspects of supporting the Patient’s care:**

8. The Patient acknowledges that the Patient's failure to comply with the terms of this PHI Agreement may result in the Provider terminating the email and electronic communications relationship, and may lead to the termination of the Provider-Patient Agreement provided between the Provider and the Patient.
9. The Patient hereby consents to engaging in electronic and after-hours communications referenced above regarding the Patient's PHI. The Patient may also elect to designate immediate family members and/or other responsible parties to receive PHI communications and exchange PHI communications with such designated family members and/or other responsible parties.
10. The Patient acknowledges that all electronic communication platforms, while convenient and useful in expediting communication, are also prone to technical failures and on occasion may be the subject of unintended privacy breaches. Response times to electronic communication and authentication of communication sources involve inherent uncertainties. The Patient nevertheless authorizes the Provider to communicate with the Patient, and each other, regarding PHI via electronic communication platforms referenced in this Agreement, and with those parties designated by the Patient as authorized to receive PHI. The Provider will otherwise endeavor to engage in reasonable privacy security efforts to achieve compliance with applicable laws regarding the confidentiality of the Patient's PHI and HIPAA/HITECH compliance. The Patient has received the Provider's Notice Of Privacy Practices and acknowledges receipt of same pursuant to the attached acknowledgement.
11. The Patient shall have the right to request from the Provider a copy of the Patient's PHI and an explanation or summary of the Patient's PHI. The following services performed by the Provider shall not be the subject of additional charges to the Patient: maintaining PHI storage systems, recouping capital or expenses for PHI data access, PHI storage and infrastructure, or retrieval of PHI electronic information. However, the Patient's Program Fee may include skilled technical staff time spent to create and copy PHI; compiling, extracting, scanning and burning PHI to media and distributing the media with media costs; the Provider's administrative staff time spent preparing additional explanations or summaries of PHI. If the Patient requests that the Patient's PHI be provided on a paper copy or portable media (such as compact disc (CD) or universal serial bus (USB) flash drive), the Provider's actual supply costs for such equipment may be charged to the Patient.
12. This Agreement will remain in effect until the Patient provides written notice to the Provider that the Patient revokes this Agreement or otherwise revokes consent to communicate electronically with the Provider. The Patient may revoke this Agreement at any time, and agrees to give the Provider a notice period of thirty (30) business days for any request to remove the Patient from any PHI electronic communications database or network. Revocation of this Agreement will not affect the Patient's ability to receive medical treatment, but will preclude the Provider from sharing treatment information in an electronic format other than as authorized or mandated by applicable law. A photocopy or digital copy of the signed original of this Agreement may be used by the Patient or the Provider for all present and future purposes.

SIGNED BY:

PATIENT:

PROVIDER:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

Notice to the Patient:

The Provider is required to give the Patient copies of the Notice of Privacy Practices, which state how he/she may use and/or disclose the Patient's health information. Please sign this form to acknowledge receipt of the Notice.

The Patient may refuse to sign this acknowledgment, if he/she wishes.

The Patient acknowledges that he/she has received a copy of the Provider's Notices of Privacy Practices.

Patient's name (please print): _____

Signature: _____

Date: _____

FOR OFFICE USE ONLY

The Provider and/or assigned parties made every effort to obtain written acknowledgment of receipt of the Notice of Privacy Practices from the Patient but it could not be obtained because:

- The Patient refused to sign.
- Due to an emergency situation it was not possible to obtain an acknowledgment.
- The Provider and/or assigned party was unable to communicate with the Patient.
- Other:

