

Electronic Communications Agreement

Introduction

I, the undersigned, enter into this Electronic Communications Agreement (“EC Agreement”) with (“PRACTICE”):

(Patient & Practice are referred to individually as “Party” or collectively as “Parties”)

This Electronic Communications Agreement (“EC Agreement”) concerns the use of e-communications/transmissions, such as e-mail, mobile or cellular telephone, text messaging, Skype, FaceTime, internet portal-enabled communications, or any other version of electronic communication (collectively “E-Communication”) with respect to Patient protected health information (“PHI”). (PRACTICE and PATIENT are each individually referred to as “Party” or collectively as “Parties”).

The PRACTICE provides patients the opportunity to communicate with it by E-Communication means. Transmitting confidential patient information electronically has a number of risks, both general and specific, that patients should consider before using E-Communication.

General Risks

- E-Communication can be immediately broadcast worldwide and be received by many intended and unintended recipients
- Recipients can forward E-Communication messages to other recipients without the original sender’s permission or knowledge
- Users can easily misaddress an E-Communication
- E-Communication is easier to falsify than handwritten or signed documents
- Backup copies of E-Communication may exist even after the sender or the recipient has deleted his or her copy
- System privacy failure
- Cookies and other tracking efforts
- Phishing attacks
- Hack attacks
- Data breach
- Unintended misdirection, or misidentification of senders/recipients
- Technology failure
- User error

Specific Patient Risks

- Employees do not have an expectation of privacy in email that they send or receive at their place of employment. Thus, patients who send or receive email from their place of employment risk having their employer read their email

Conditions for the Use of Electronic Communication

It is the policy of the PRACTICE to make all E-Communication, sent or received, that concern the diagnosis or treatment of a patient part of that patient’s medical record and will treat such E-Communicated information with the same degree of confidentiality as afforded other portions of PHI. The PRACTICE will use reasonable means to protect the security and confidentiality of electronic PHI. Because of the risks outlined above, the PRACTICE cannot, however, guarantee the security and confidentiality of E-Communication.

You authorize any form of E-Communications between the Parties. These communications may include references to your PHI, with sensitive health and personal identification information. Patients must consent to the use of E-Communication for confidential medical information (PHI) after having been informed of the above risks. Consent to the use of E-Communication includes agreement with the following conditions:

- As a part of the medical record and the patient’s PHI, other individuals, such as other physicians, nurses, physical therapists, patient accounts personnel, and the like, and other entities, such as other health care providers and insurers, will have access to E-Communication contained in medical records
- The PRACTICE may forward E-Communication within the facility as necessary for reimbursement. The PRACTICE will not, however, forward the E-Communication outside the facility without the consent of the patient or as required by law
- E-Communication cannot be guaranteed to be entirely secure, private, or confidential. The PRACTICE will take reasonable steps to protect the confidentiality of patient E-Communication, but the PRACTICE is not liable for improper disclosure of confidential information not caused by the PRACTICE gross negligence or wanton misconduct
- E-Communication is not always read in a short time period after it is sent, so the telephone should be used for more ‘urgent’ communications
- Office staff may process patient E-Communication messages during usual PRACTICE hours

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- Turnaround time for messages received from the patient during PRACTICE hours will typically occur within 1 PRACTICE day, except when the provider is out of town or on vacation
- If the patient's E-Communication requires or invites a response, and the recipient does not respond within a reasonable time, the patient is responsible for following up to determine whether the intended recipient received the E-Communication and when the recipient will respond.
- E-Communications may be printed
- Because employees do not have a right of privacy in their employer's email system, patients should not use their employer's email system to transmit or receive confidential medical information
- The PRACTICE is not liable for breaches of confidentiality caused by patient
- Any further use of E-Communication by the patient that discusses diagnosis or treatment by the patient constitutes informed consent to the foregoing
- The PATIENT may withdraw consent to the use of E-Communication at any time by email or written communication to the PRACTICE
- Any liability of harm for any information loss due to technical failures is waived by the PRACTICE

The PRACTICE agrees:

- To provide automatic reply to acknowledge receipt of my E-Communicated messages
- Endeavor to read patient E-Communications promptly and to respond promptly, if warranted
- To send new messages to inform me of completion of my request
- Not to send group e-mailings where recipients are visible to each other. Blind copy features are used
- To have security systems in place, e.g., password-protected screen savers on all desktop workstations in every location that E-Communication can be viewed
- To never put protected health information in the "from", "to", or "subjectline" of an email message
- E-Communications will not be forwarded to any third party without the patient's expressed permission
- The patient's e-mail account will never be used in any marketing schemes, nor shared with physician's family members
- That any patient identifiable information, social security numbers or birthdates are only sent via encryption if the communication is wireless

Patient Acknowledgement

I agree to comply with the following guidelines:

- I may use E-Communication to:
 - Request prescription refills
 - Request appointments
 - Request test results
 - Request medical advice
 - Share medical information with the doctor
 - Discuss billing questions
- I will put the Category of transaction in the SUBJECT line of the message for filtering:
 - Prescription
 - Appointment
 - Test Results
 - Medical Advice
 - Medical Information
 - Billing Questions
- I will put my FULL NAME and DATE OF BIRTH in the body of the message (i.e, two forms of identification)
- I will use an AUTO-REPLY feature to acknowledge reading the doctor's message
- I will keep messages concise
- If the patient consents to the use of E-Communication, the patient is responsible for informing the PRACTICE of any types of information that the patient does not want to be sent by electronic means other than those set out above
- I am responsible for protecting my password or other means of access to E-Communications sent or received from the PRACTICE to protect confidentiality.
- When E-Communication messages become too lengthy or the correspondence is prolonged, I may be called or notified by the PRACTICE to come in to discuss the matter
- I may be reminded by the PRACTICE when I do not adhere to the guidelines
- The E-Communication relationship may be terminated by the PRACTICE if I repeatedly do not adhere to the guidelines

I have read the above risk factors and conditions for the use of E-Communications, and I hereby consent to the use of E-Communications for disclosures and communications to and from the PRACTICE regarding my medical treatment.

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Patient Must Provide Accurate and Updated Contact Information

You agree to provide us with your accurate electronic contact information (mobile telephone number, email address, Skype or FaceTime contact information, and any other applicable E-Communication contact information). You will immediately inform us of any changes or corrections to your electronic contact information.

Patient Will Not Rely on Electronic Communication in Emergencies

PRACTICE does not guarantee that we will read your E-Communications immediately or within any specific amount of time. You agree not to utilize E-Communications to contact us regarding an emergency or time-sensitive situation, as there is too much risk that the communication response may be delayed, ineffective, untimely, or inadequate. You MUST call 911 in any emergency, and/or must immediately seek emergency medical attention.

Patient Accepts Responsibility for Electronic Communication Risks

You will hold us (and our owners, officers, directors, agents, and employees) harmless from and against any and all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney fees, arising out of or caused by E-Communication (whether encrypted or not) losses or disclosures caused by any of the risks outlined above, or caused by some person or entity other than us, or not directly caused by us. Patient acknowledges and understands that, at our discretion, E-Communication may or may not become part of your permanent medical record.

You acknowledge that your failure to comply with the terms of this Electronic Communication Agreement may result in our terminating the use of E-Communication methods with you and may result in the termination of your agreement for our services.

Acknowledgment of Receipt of Notice of Privacy PRACTICE

We are required to provide you a copy of our Notice of Privacy Practices, which states how we may or disclose your health information. You hereby acknowledge receipt of the Notice of Privacy Practices.

Additional Terms

This EC Agreement will remain in effect until either Party provides written notice to the other Party revoking this EC Agreement or otherwise revoking consent to E-Communications between the Parties. Such revocation will occur thirty (30) calendar days after written notice of such revocation.

Revocation of this EC Agreement will preclude us from providing treatment information in an electronic format other than as authorized or mandated by applicable law or by you.

Parties agree to take such action as is necessary to amend this E C Agreement from time to time as in necessary for us to comply with the requirements of the Privacy Rule, the Security Rule, and other provisions of HIPAA, or other applicable law. Parties further agree that this EC Agreement cannot be changed, modified or discharged except by an agreement in writing and signed by both Parties.

If any term of this EC Agreement is deemed invalid or in violation of any applicable law or public policy, the remaining terms of this EC Agreement shall remain in full force and effect, and this EC Agreement shall be deemed amended to conform to any applicable law. The construction, interpretation, and performance of this EC Agreement and all transactions under this EC Agreement shall be governed by the laws of the state where the PRACTICE is located, excluding choice-of-law principles.

Your signature represents that you understand and agree to the terms and conditions described within this EC Agreement.

Patient Name (Print): _____

Patient Signature: _____ Date: _____