

ELECTRONIC COMMUNICATIONS AGREEMENT FOR PERSONAL HEALTH INFORMATION

Euphora Health (“Practice”) 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:

Emails, text messages, and all electronic communications may be utilized between the Private Practice and Patient that includes Patient’s Personal Health Information (“PHI”).

For all other services, the Practice and the Patient may use telephone (landline or mobile), facsimile, mail, or in-person office visits. The Patient agrees to keep the Practice updated of any changes to his/her authorized email address. The Patient acknowledges that should he/she exchange emails with the Practice from an email address different from the authorized email address, the Patient authorizes the Practice to use that email address for communicating PHI as well. The Patient provides the Practice with his/her authorization and consent to use and disclose PHI for the purposes described in the Notice of Privacy Practices. The Practice will obtain the Patient’s express consent in the event that the Practice is required or requested to forward PHI to any third party, other than as specified in the Notice of Privacy Practices, or mandated by applicable law. The Patient hereby consents to the communication of such information as is necessary to coordinate care and achieve scheduling. The Patient may identify other individuals or entities as additionally authorized to receive PHI from the Practice in connection with authorized consulting, education, and all other aspects of supporting care.

The Patient understands that any and all methods of correspondence may be added by the Practice to the Patient’s documented medical record. The Practice values and appreciates privacy and takes security measures such as encrypting patient data, password-protected data files, and other authentication techniques to protect privacy. The Patient understands that the Practice offers, but does not require, some forms of communication (including web-based unencrypted email, facsimile, text message, picture messaging, social media, online video conferencing) that cannot be guaranteed to be secure. However, the Practice is compliant with HIPAA/HITECH with respect to all communications, subject to the terms of this Authorization, reflecting the Patient’s explicit consent to certain communication methods.

The Patient understands and agrees that electronic communication is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information. In the event of an emergency, or a situation in which the Patient could reasonably expect to develop into an emergency, the Patient shall call 911 and follow the directions of emergency personnel.

The Patient understands that if the Patient does not receive a response to an e-mail message within two days, the Patient agrees to use another means of communication to contact the Practice. Neither the Practice, nor the Physician, the Practice’s owners, officers, directors, agents, and employees will be liable to the Patient for any loss, cost, injury, or expense, including reasonable attorney’s fees, caused by, or resulting from, a delay in responding to the Patient as a result of technical failures, including, but not limited to: (i) technical failures attributable to any internet service provider, (ii) power outages, failure of any electronic

messaging software, or failure to properly address electronic messages, (iii) failure of the Practice's computers or computer network, or faulty telephone or cable data transmission, (iv) any interception of e-mail communications by a third party; or (v) the Patient's failure to comply with the guidelines regarding use of electronic communications set forth in this Authorization, and the Practice's Policies.

If the Patient uses non-encrypted email or instructs the Practice to use non-encrypted email containing PHI, the Patient shall hold the Practice and its owners, directors, agents, and employees and the Practitioner 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.

The Patient shall have the right to request from the Practice a copy of the Patient's PHI and an explanation or summary of the Patient's PHI. The following services performed by the Practice 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 or infrastructure, or retrieval of PHI electronic information. However, the Practice Fee paid by the Patient 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; Practice administrative staff time spent preparing additional explanations or summaries of PHI. If the Patient requests that PHI be provided on a paper copy or portable media (such as a CD or USB flash drive), the Practice's actual supply costs for such equipment may be charged to the Patient.

· I understand that any email/text/electronic transmission between my provider and I will become part of my medical record. These email/text/electronic transmissions may be disclosed in accordance with future authorizations.

· I understand that I have the right to revoke this Authorization at any time by giving written indication of my wishes to the Practice. If I want to revoke this authorization, I must do so in writing and address it to the entity that I had previously authorized to disclose my health information. I understand that if I revoke this Authorization, it will not apply to any information already released as a result of the authorization.

· I understand that this Authorization is voluntary and that I may refuse to click the indication box. I also understand that the institutions or individuals named above cannot deny or refuse to provide treatment, payment, membership or eligibility for Practice benefits if I refuse to agree to this Authorization.

· I understand that, once information is disclosed pursuant to this Authorization, it is possible that it could be disclosed by the entity that receives it for authorized purposes under the HIPAA privacy rule.

· I acknowledge that my failure to comply with the terms of this Authorization may result in the Practice terminating the email and electronic communications relationship and may lead to the termination of my agreement for services from the Practice.

· I have received the Practice's Notice of Privacy Practices and acknowledge receipt of same.

Alert for Electronic Communication

Patients and/or personal representatives who want to communicate with their health care providers by email/text should consider all of the following issues before indicating Authorization to Email/text Protected Health Information:

1. Email/text at the Practice can be forwarded, intercepted, printed and stored by others.
2. Email/text communication is a convenience and is not appropriate for emergencies or time sensitive issues.
3. Highly sensitive or personal information should only be communicated by email/text at the Patient's discretion (i.e., HIV status, mental illness, and chemical dependency).
4. Employers generally have the right to access any email/text received or sent by a person at work.
5. Staff other than the health care provider may read and process email/text.
6. Clinically relevant messages and responses will be documented in the medical record at the Practice's discretion.
7. Communication guidelines must be defined between the clinician and the patient, including: (1) how often email/text will be checked, (2) instructions for when and how to escalate to phone calls and office visits, and (3) types of transactions that are appropriate for email/text.
8. Email/text message content must include: (1) the subject of the message in the subject line (i.e., prescription refill, appointment request, etc.), and (2) clear patient identification including patient name, telephone number and date of birth or patient identification number (if known) in the body of the message.
9. The Practice will not be liable for information lost or misdirected due to technical errors or failures.

I have read and understand the Alert for Electronic Communications and agree that email/text messages may include my PHI, whenever necessary.