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## **ELECTRONIC COMMUNICATIONS AGREEMENT FOR PERSONAL HEALTH INFORMATION**

**Placer Private Physicians (“Medical 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:**

**1. Emails and other electronic communications (including text messaging, video conferencing, and the online patient portal) may be utilized for:**

Prescription Refills;

Appointment scheduling;

Patient and if authorized, family/support staff education;

Consultations;

**2. The fees that will be assessed for the above shall be as follows:**

<b><u>Service</u></b>	<b><u>Fee</u></b>
Prescription Refills	Covered by the annual Medical Practice fee
Appointment scheduling	Covered by the annual Medical Practice fee
Patient/family/staff education	Covered by the annual Medical Practice fee
Online consultations	Covered by the annual Medical Practice fee

**3. For all other Patient services, Medical Practice and Patient 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 Patient or Medical Practice in emergency situations. If Patient is in an emergency situation, Patient must call 9-1-1.**

**5. Medical Practice values and appreciates Patient’s privacy and takes security measures such as encrypting Patient’s data, password-protected data files and other authentication techniques to protect Patient’s privacy. Medical Practice shall comply with HIPAA/HITECH with respect to all communications subject to the terms of this PHI Agreement reflecting Patient’s explicit consent to certain communication amenities.**

6. Patient acknowledges that electronic communication platforms and portable data storage devices are prone to technical failures and on rare occasions Patient's information or data may be lost due to technical failures. Patient nevertheless authorizes Medical Practice to communicate with Patient as set forth in this PHI Agreement. Patient shall hold harmless Medical Practice 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 Medical Practice. If Patient uses non-encrypted email or instructs Medical Practice to use non-encrypted email containing PHI, then Patient shall hold harmless Medical Practice and its 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. Medical Practice will obtain Patient's express consent in the event that Medical Practice must forward Patient's identifiable information to any third party, other than as specified in Medical Practice's Notice of Privacy Practices or as mandated by applicable law. Patient hereby consents to the communication of such information as is necessary to coordinate care and achieve scheduling with Patient and all Responsible Parties. Patient identifies the following individuals or entities as additionally authorized to receive Patient PHI from Medical Practice in connection with authorized consulting, education, and all other aspects of supporting Patient care: \_\_\_\_\_

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8. Patient acknowledges that Patient's failure to comply with the terms of this PHI Agreement may result in Practice terminating the email and electronic communications relationship, and may lead to the termination of the Patient's agreement for Medical Practice services.

9. Patient hereby consents to engaging in electronic and after-hours communications referenced above regarding Patient's personal health information (PHI). 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. 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. Patient nevertheless authorizes the Medical Practice to communicate with Patient regarding PHI via electronic communication platforms referenced in this Agreement, and with those parties designated by Patient as authorized to receive PHI. The Practice will otherwise endeavor to engage in reasonable privacy security efforts to achieve compliance with applicable laws regarding the confidentiality of Patient's PHI and HIPAA/HITECH compliance.

10. Patient shall have the right to request from Medical Practice a copy of Patient's PHI and an explanation or summary of Patient's PHI. In any event, the following services performed by

the Medical Practice shall not be the subject of additional charges to Patient: maintaining PHI storage systems, recouping capital or expenses for PHI data access, PHI storage and infrastructure, or retrieval of PHI electronic information. However, Patient's PHR Support subscription 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; Medical Practice administrative staff time spent preparing additional explanations or summaries of PHI. If Patient requests that Patient's PHI be provided on a paper copy or portable media (such as compact disc (CD) or universal serial bus (USB) flash drive), Medical Practice's actual supply costs for such equipment may be charged to Patient.

11. This PHI Agreement will remain in effect until Patient provides written notice to Medical Provider that Patient revokes this PHI Agreement or otherwise revokes consent to communicate electronically with Medical Practice. Patient may revoke this PHI Agreement at any time, and agrees to provide Medical Practice thirty (30) business days to remove Patient from any PHI electronic communications database or network after written revocation. Revocation of this PHI Agreement will not affect Patient's ability to receive medical treatment, but will preclude Medical Practice from providing 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 Medical Practice for all present and future purposes.

**SIGNED BY:** for each participating patient over the age of 21, a signature is required below

**PLACER PRIVATE PHYSICIANS:**

**Signature:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**RESPONSIBLE PARTY/PATIENT:**

**Signature:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**Signature:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship to Patient: \_\_\_\_\_

**Signature:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship to Patient: \_\_\_\_\_

**Signature:**

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship to Patient: \_\_\_\_\_

## ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

Notice to Patient:

Medical Practice is required to provide you with a copy of our Notice of Privacy Practices, which states how Medical Practice may use and/or disclose your health information. Please sign this form to acknowledge receipt of the Notice.

You may refuse to sign this acknowledgment, if you wish.

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I acknowledge that I have received a copy of Medical Practice's Notice of Privacy Practices.

**Patient's name (please print):** \_\_\_\_\_

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

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

### FOR OFFICE USE ONLY

Medical Practice made every effort to obtain written acknowledgment of receipt of our Notice of Privacy Practices from 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.
- Medical Practice was unable to communicate with Patient.
- Other: \_\_\_\_\_

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