

## PATIENT-PHYSICIAN EMAIL OR ELECTRONIC COMMUNICATIONS/TRANSMISSIONS AGREEMENT

Oasis Family Medicine Inc. ("Medical Practice") and

("Patient")

herein enter into this agreement regarding the use of email or other electronic communications/transmissions. Medical Practice may mail or call Patient's home or other alternative location/number, may leave a message on voice mail and may e-mail Patient, using the unsecured e-mail address on file that Patient provides, items of healthcare operations, such as appointment reminders, financial statements, insurance items, payments, and other office announcements. Sensitive personal healthcare information such as test results, treatment, or plan of care may be transferred via unsecured e-mail upon patient request/initiation. **A secure link**, sent by DrChrono/OnPatient, the electronic medical records company that Medical Practice uses, will **automatically be sent to Patient's e-mail address unless Patient requests otherwise in writing**. This link will allow Patient to access **Patient's sensitive healthcare information, including, but not necessarily limited to, Patient's medications and diagnoses**.

1. Emails and other electronic communications/transmissions may be utilized for:
  - a. Prescription Refills;
  - b. Appointment scheduling;
  - c. Patient education; and
  - d. Online consultations.
2. For all other Patient services, Medical Practice and Patient may use telephone (landline or mobile), facsimile, mail, or in-person office visits.
3. Under no circumstances shall email or electronic communications/transmission be used by Patient or Medical Practice in emergency situations. If Patient is in an emergency situation, Patient must call 9-1-1.
4. 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 Health Insurance Portability and Accountability Act ("HIPAA") and Health Information Technology for Economic and Clinical Health Act ("HITECH") with respect to all communications subject to the terms of this Personal Health Information ("PHI") Agreement reflecting Patient's explicit consent to certain communication amenities.
5. 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 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.
6. Medical Practice will obtain Patient's express consent in the event that Medical Practice must forward Patient's identifiable information to any third party. Patient hereby consents to the communication of such information as is necessary to coordinate care and achieve scheduling.
7. Patient hereby consents to engaging in electronic and after-hours communications referenced above regarding Patient's 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.

8. 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 PHI 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.

9. Privacy Practices

- a. Patient understands that under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Patient has certain rights to privacy in regards to Patient's protected health information (PHI).
- b. Patient acknowledges receiving the Notice of Privacy Practices. Patient has the right to review this Notice prior to signing this consent and to obtain a copy at any time. This Notice can be revised at any time. The most current Notice of Privacy Practices can be found at [www.DrYoshi.com](http://www.DrYoshi.com) as well as in Medical Practice's office. As outlined in the Notice of Privacy Practices, Patient authorizes Medical Practice to use and release my protected health information for treatment, payments, processing claims, and healthcare operations.
- c. Patient has the right to request, in writing, that Medical Practice restrict the use or disclosure of Patient's protected health information. The practice is not required to agree to Patient's requested restrictions, but if it does, it is bound by this agreement.
- d. Patient may revoke Patient's consent in writing except to the extent that the practice has already made disclosures in reliance upon Patient's prior consent. If Patient does not sign this consent, or later revokes it, Medical Practice may decline to provide treatment to Patient.
- e. If Patient specifically authorizes Medical Practice to communicate issues of Patient's health and medical care with other individuals, Patient will provide Medical Practice with written instruction to do so.

SIGNED BY: for each participating patient over the age of 18, a signature is required below

\_\_\_\_\_  
Signature of Patient/Legal Guardian/Legal Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Patient's Name

\_\_\_\_\_  
Patient's Date of Birth

\_\_\_\_\_  
Print Name of Legal Guardian

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

This notice was first published and became effective on September 15, 2011.  
This notice was revised on August 1, 2013.  
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