

**PERSONAL MD
ELECTRONIC COMMUNICATIONS AGREEMENT**

Dr. Jeffrey W. Milks/Dr Brad Herpolsheimer d/b/a Personal MD (“we”, “us” or “Practice”) and the undersigned patient (“you” or “Patient”) enter into this Electronic Communications Agreement (“EC Agreement”) regarding 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”.)

PATIENT AUTHORIZATION DESPITE RISKS OF PRIVACY BREACH

While electronic communication platforms and services are commonly relied upon to achieve communication immediacy, there are risks that you acknowledge that are outside the control of the Practice. You authorize all forms of E-Communications that are exchanged between the Parties unless you instruct us otherwise in writing. You acknowledge that the utilization of E-Communication is inherently risky and prone to unintentional release of data. E-Communications may incorporate or communicate references to your PHI with sensitive health and personal identification information included. You acknowledge that E-Communications lack any absolute guaranty of privacy and are subject to: system privacy failure, cookies and other tracking efforts, phishing attacks, hack attacks, data breaches, unintended misdirections, misidentifications of senders/recipients, technology failures, and user errors.

You agree to undertake efforts to protect your privacy, which includes refraining from including sensitive information in E-Communications that you do not want to be at risk of any data security breach. Practice will undertake reasonable efforts to protect your privacy to the extent required by applicable laws. You authorize us to respond electronically to all E-Communications that appear to be provided by you, whether or not such communications actually arrive from the electronic contact information that you provide us.

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 as an effort to avoid misdirected E-Communications.

PATIENT MUST NOT RELY ON ELECTRONIC COMMUNICATION IN EMERGENCIES: USE 911 AND GET TO THE EMERGENCY ROOM

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.**

PRACTICE WILL COMPLY WITH HIPAA

The Practice values and appreciates your privacy and will take commercially reasonable steps to protect Patient’s privacy in compliance with the Health Insurance Portability and Accountability Act of 1996 and related laws (“HIPAA”).

We will obtain your express written or electronic consent (to the extent required by applicable law) if we are required or requested to forward your identifiable PHI to any third party other than as authorized in our Notice of Privacy Practices or as authorized or mandated by applicable law.

You hereby consent to the use of E-Communication of Patient's information as we consider helpful to coordinate care and schedule office visits with you and all parties responsible for providing or overseeing your care. You agree to identify individuals or entities authorized to receive your PHI from us in connection with authorized consulting, education, and all other aspects of your care, and we may share Patient's PHI with such parties without additional written or electronic consent from you.

You have the right to ask us for a copy of your PHI, including an explanation or summary. The following services that we perform will not be the subject of additional charges to you: maintaining PHI storage systems, recouping capital or expenses for PHI data access, PHI storage and infrastructure, or retrieval of PHI electronic information.

We may charge you fees for actual costs that we incur to provide such electronic PHI, but only to the extent authorized by applicable laws. Such fees may include to the extent lawful: 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 charged to you; and time spent by our administrative staff preparing additional explanations or summaries of PHI. If you request PHI on a paper copy, or portable media (such as compact disc (CD), or universal serial bus (USB) flash drive), we may charge you for our actual supply costs for such equipment, and you agree to pay us any such costs.

PATIENT ACCEPTS RESPONSIBILITY FOR ELECTRONIC COMMUNICATION RISKS

You will hold Practice (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 Practice, 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. Practice is not relieved by these terms from Practice's obligations to comply with all applicable E-Communication laws.

You acknowledge that your failure to comply with the terms of this EC 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 PRACTICES

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 our current Notice of Privacy Practices.

CONSENT TO DISCLOSURE OF BILLING INFORMATION

By signing this EC Agreement, you consent to the disclosure of all information relevant to billing, insurance and reimbursement regarding any and all substance abuse disorders that you might have, for the purpose of obtaining reimbursement from private or public insurers.

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. Either Party may use a copy of this signed original EC Agreement for all present and future purposes.

Parties agree to take such action as is necessary to amend this EC 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.

Each participating patient over the age of 21 is required to sign this EC Agreement. Your signature represents that you understand and agree to the terms of this EC Agreement.

PRACTICE:

PERSONAL MD

By: _____
Dr. Jeffrey Milks/ Dr. Bradley Herpolsheimer

Title: Physician

Date: _____

PATIENT:

By: _____

Printed Name: _____

Relationship to Patient: _____

Date: _____

**PRIVATE MD
ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES**

Notice to undersigned patient (“Patient”):

Private MD (“Practice”), is required to provide Patient with a copy of Private Practice’s Notice of Privacy Practices (“Notice”), which states how Private Practice may use and/or disclose Patient’s health information.

Please sign this form to acknowledge receipt of the Notice.

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

I acknowledge that I have received a copy of Private Practice’s Notice of Privacy Practices.

Patient’s name (please print): _____

Signature: _____

Date: _____

FOR OFFICE USE ONLY

Practice made every effort to obtain written acknowledgment of receipt of the Notice of Privacy Practices from Patient but it could not be obtained because:

Patient refused to sign.

Due to an emergency situation, it was not possible to obtain an acknowledgment.

Practice was unable to communicate with Patient.

Other: _____

