

**PATIENT COMMUNICATION PREFERENCES
AND
ELECTRONIC COMMUNICATIONS AGREEMENT FOR PERSONAL HEALTH INFORMATION**

Patient Name: (Please Print) _____
Last Name First Middle Initial

Permitted Methods of Communication: NTPHP may communicate with me regarding my **medical condition** and **appointment reminders** using the following methods of communication: **(check one or more)**

- Home Phone
- Work Phone
- Cell Phone
- Mailed Letter
- Electronic Communication (including text messaging, e-mail, web-based portal, video chat)
***Electronic Communication regarding a patient's medical condition is only permitted for patients who complete the attached Electronic Communications Agreement for Personal Health Information.*
- All of the Above

If you would like to place limitations on the use of any of these forms of communication or have special directions or requests, please indicate below: _____

Preferred Method of Communication: Of the above permitted methods of communication, my preferred method of communication regarding my **medical condition** is: **(check one)**

- Home Phone
- Work Phone
- Cell Phone
- Mailed Letter
- Electronic Communication (including text messaging, e-mail, web-based portal, video chat)
- No Preference

If the above preferred method of communication is by phone (Home, Work or Cell), please check the appropriate box below: **(check one)**

- Leave a message with detailed information.
- Leave a message with a callback number only.

I understand that I may change my permitted and preferred methods of communication, or opt out of certain forms of communication at any time. If you would like to change your communication preferences, please inform _____.

Please note that you are responsible for any charges incurred in receiving our communications. For example, if you provide a cell phone number as a method of contact, then you are responsible for any charges imposed by your mobile carrier for receiving calls or text messages from NTPHP.

The ELECTRONIC COMMUNICATIONS AGREEMENT FOR PERSONAL HEALTH INFORMATION applies to patients who have elected to communicate via electronic communications. If you have not elected to communicate via electronic communications, this agreement does not apply and therefore, do not sign the last page.

ELECTRONIC COMMUNICATIONS AGREEMENT FOR PERSONAL HEALTH INFORMATION

ABKSW Preferred Health Partners, PLLC d/b/a North Texas Preferred Health Partners (“Private Practice”) and the undersigned patient (“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, text messages, and other forms of electronic communications (including Skype or FaceTime) may be utilized for communications between the Private Practice and the Patient, and these communications may include references to the Patient’s Personal Health Information (“PHI”). The Patient acknowledges receipt and approval of Private Practice’s Informed Consent to Use Patient Portal. The Patient authorizes the Private Practice to utilize the referenced electronic communication methods despite acknowledging that such electronic communication methods lack any guaranty of privacy. The Private Practice will engage in good faith reasonable efforts to protect the Patient’s privacy while engaging in such communication methods.

2. The Patient agrees to provide an accurate mobile telephone number, email address and Skype contact information to the Private Practice, and to immediately inform the Private Practice of any changes to the Patient’s electronic contact information. The Patient authorizes the Private Practice to respond to any and all electronic communications that appear to be from Patient whether or not such communications arrive from the electronic contact information the Patient provides the Private Practice.

3. Under no circumstances shall the Patient utilize electronic communications to contact the Private Practice regarding an immediate emergency or time-sensitive situation: the Patient must call 9-1-1 and/or immediately seek emergency medical attention.

4. The Private Practice values and appreciates the Patient’s privacy and takes commercially reasonable security measures to protect the Patient’s privacy. The Private Practice shall comply with HIPAA/HITECH with respect to all electronic communications.

5. The Patient acknowledges that electronic communications and related portable data communication and storage devices are prone to technical failures, are not 100% guaranteed to protect privacy, and can be hacked or the subject of theft or other events that may result in the loss of the Patient’s information or data (including PHI). The Patient nevertheless authorizes the Private Practice to communicate with the Patient utilizing electronic communication solutions as requested and authorized by the Patient. The Patient shall hold harmless the Private 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 electronic communication (whether encrypted or not) losses or disclosures caused by technical failures, privacy leaks, hacks, thefts, or other events not directly caused by the Private Practice.

6. The Private Practice will obtain the Patient's express written or electronic consent if the Private Practice is required or requested to forward the Patient's identifiable PHI to any third party, other than as authorized and specified in the Private Practice's Notice of Privacy Practices, or as authorized or mandated by applicable law. The Patient hereby consents to the communication of such information as necessary to coordinate care and achieve scheduling with the Patient and all parties responsible for providing or overseeing care. In the event Patient has identified, in Patient's registration paperwork, individuals or entities that are authorized to receive Patient PHI from the Private Practice in connection with Patient's care, the Private Practice may share Patient PHI with such parties without additional written or electronic consent from the Patient.

7. The Patient acknowledges that the Patient's failure to comply with the terms of this PHI Agreement may result in the Private Practice terminating the use of electronic communication methods with the Patient, and may result in the termination of the Patient's agreement for Private Practice services.

8. The Patient hereby consents to engaging in electronic and after-hours communications referenced above with reference to and communicating the Patient's PHI, including communication with the parties identified in paragraph 6 above.

9. The Patient understands that all electronic communication methods and platforms, while convenient and useful in expediting communication, are 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. The Patient nevertheless authorizes the Private Practice to communicate with the Patient regarding PHI via electronic communication methods and platforms referenced in this PHI Agreement, and with those parties designated by the Patient as authorized to receive PHI. The Private Practice will endeavor to engage in reasonable privacy and security efforts to achieve compliance with applicable laws regarding the confidentiality of the Patient's PHI and HIPAA/HITECH compliance.

10. The Patient has the right to request from the Private Practice a copy of the Patient's PHI and an explanation or summary of the Patient's PHI. The following services performed by the Private 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 and infrastructure, or retrieval of PHI electronic information. However, the Patient's Private Practice fees 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 charged to the Patient; and the Private Practice administrative staff time spent preparing additional explanations or summaries of PHI. If the Patient requests that the Patient's PHI be provided on a paper copy or portable media (such as compact disc (CD) or universal serial bus (USB) flash drive), the Private Practice's actual supply costs for such equipment may be charged to the Patient and the Patient agrees to pay the Private Practice such costs. Notwithstanding, the Private Practice will not charge the Patient in excess of the fees set from time to time by the Texas Medical Board.

11. This PHI Agreement will remain in effect until either the Patient or the Private Practice provides written notice to the other party revoking this PHI Agreement or otherwise revoking consent to electronic communications between the parties. Such revocation will occur thirty (30) calendar days after written

notice of such revocation. Revocation of this Agreement will preclude the Private Practice from providing treatment information in an electronic format other than as authorized or mandated by applicable law or by the Patient. A photocopy or digital copy of the signed original of this Agreement may be used by the Patient or the Private Practice for all present and future purposes.

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

PRIVATE PRACTICE:

Signature:

—

Printed Name: _____

Title: _____

PATIENT:

Signature:

—

Printed Name: _____

Signature (Parent/Guardian):

—

Printed Name: _____

Relationship to Patient: _____

Signature (Parent/Guardian):

—

Printed Name: _____

Relationship to Patient: _____