



# WAYLAND PERSONAL PHYSICIANS

*Medical Excellence. Individualized Care.*

## **WAYLAND PERSONAL PHYSICIANS, PLLC ELECTRONIC COMMUNICATIONS AGREEMENT**

Wayland Personal Physicians, PLLC (“Private Practice”) and the undersigned patient (“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”). (Private Practice and Patient are each individually referred to as “Party” or collectively as “Parties”.)

### **PATIENT AUTHORIZATION DESPITE RISKS OF PRIVACY BREACH**

Patient authorizes any form of E-Communications between the Parties. These communications may include references to Patient’s PHI, with sensitive health and personal identification information. Patient acknowledges that E-Communications lack any guaranty of privacy and are subject to: system privacy failure, cookies and other tracking efforts, phishing attacks, hack attacks, data breach, unintended misdirection, or misidentification of senders/recipients, technology failure, and user error.

Parties agree to engage in good faith and reasonable efforts to protect Patient’s privacy. Patient acknowledges that the utilization of E-Communication is inherently risky and prone to unintentional release of data. Patient authorizes Private Practice to respond electronically to all E-Communications that appear to be provided by Patient, whether or not such communications actually arrive from the electronic contact information Patient provides to Private Practice.

### **PATIENT MUST PROVIDE ACCURATE & UPDATED CONTACT INFORMATION**

Patient agrees to provide Private Practice with Patient’s accurate electronic contact information (mobile telephone number, email address, Skype or FaceTime contact information, and any other applicable E-Communication contact information). Patient shall immediately inform Private Practice of any changes or corrections to Patient’s electronic contact information.

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

Private Practice does not guarantee that Patient’s E-Communications will be read by Private Practice immediately. Patient agrees **not** to utilize E-Communications to contact Private Practice regarding an emergency or time-sensitive situation, as there is too much risk that the communication response may be delayed, ineffective, untimely, or inadequate. **Patient MUST call 911 in any emergency, and/or must immediately seek emergency medical attention.**

### **PRIVATE PRACTICE SHALL COMPLY WITH HIPAA**

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

Private Practice will obtain Patient's express written or electronic consent (to the extent required by applicable law) if Private Practice is required or requested to forward Patient's identifiable PHI to any third party other than as authorized in Private Practice's Notice of Privacy Practices or as authorized or mandated by applicable law.

Patient hereby consents to the use of E-Communication of Patient's information as deemed helpful by Private Practice to coordinate care and schedule office visits with Patient and all parties responsible for providing or overseeing Patient's care. Patient agrees to identify individuals or entities authorized to receive Patient's PHI from Private Practice in connection with authorized consulting, education, and all other aspects of Patient's care, and Private Practice may share Patient's PHI with such parties without additional written or electronic consent from Patient.

Patient has the right to request from Private Practice a copy of Patient's PHI, including an explanation or summary. The following services performed by Private 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.

Private Practice may charge Patient fees for actual costs incurred by Private Practice to provide such electronic PHI, but only to the extent authorized by applicable law. 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 Patient; and time spent by Private Practice's administrative staff preparing additional explanations or summaries of PHI. If Patient requests Patient's PHI on a paper copy, or portable media (such as compact disc (CD), or universal serial bus (USB) flash drive), Private Practice's actual supply costs for such equipment may be charged to Patient, and Patient agrees to pay Private Practice such costs.

#### **PATIENT ACCEPTS RESPONSIBILITY FOR ELECTRONIC COMMUNICATION RISKS**

Patient shall hold harmless 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 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 Private Practice, or not directly caused by Private Practice. Patient acknowledges and understands that, at Private Practice's discretion, E-Communication may or may not become part of Patient's permanent medical record.

Patient acknowledges that Patient's failure to comply with the terms of this EC Agreement may result in Private Practice terminating the use of E-Communication methods with Patient, and may result in the termination of Patient's Agreement for Private Practice's services.

#### **ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES**

Private Practice is required to provide Patient with a copy of Private Practice's Notice of Privacy Practices, which states how Private Practice may use and/or disclose Patient's health information. Patient hereby acknowledges receipt of the Notice of Privacy Practices.

**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 Private Practice from providing treatment information in an electronic format other than as authorized or mandated by applicable law or by Patient. 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 is necessary for Private Practice 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 of Massachusetts, excluding choice-of-law principles.

Each participating patient over the age of 21 is required to sign this EC Agreement. Patient’s signature represents that Patient understands and agrees to the terms and conditions described within this EC Agreement.

**PRIVATE PRACTICE:**

**WAYLAND PERSONAL PHYSICIANS, PLLC**

**PATIENT:**

By: \_\_\_\_\_  
Jonathan Smith, M.D.  
Frederic Goldman, M.D.

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

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

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

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

Agreement Date: \_\_\_\_\_

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

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

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

Agreement Date: \_\_\_\_\_