

DIRECT NEUROLOGY ELECTRONIC COMMUNICATIONS AGREEMENT

Direct Neurology, a California professional corporation (“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 (if applicable), Zoom, FaceTime, internet portal-enabled communications, SMS or text or DM messaging, or, any other version of electronic communication (collectively “E-Communication”) concerning Patient protected health information (“PHI”). (Practice and Patient are each a “Party” or collectively the “Parties”).

PATIENT AUTHORIZATION DESPITE RISKS OF PRIVACY BREACH

While Practice and Patient commonly rely on electronic communication platforms and services to achieve immediate communication, you acknowledge there are E-Communication risks that are outside Practice’s control. You authorize all forms of E-Communications exchanged between Parties unless you instruct us otherwise in writing. You acknowledge that the use 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 guarantee of privacy and are subject to system privacy failure, cookies and other tracking efforts, phishing attacks, hacking attacks, data breaches, unintended misdirections, misidentifications of senders/recipients, technology failures, and user errors.

You agree to undertake efforts to protect your privacy, which include 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 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 (email address, Zoom or FaceTime contact information, phone number, and any other applicable E-Communication contact information). You will immediately inform us of any changes or corrections to your electronic contact information to avoid misdirected E-Communications. You will also inform us of your permanent mailing residential address, and any changes to that address.

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 9-1-1 in an emergency and/or immediately seek emergency medical attention.

PATIENT AGREES TO UTILIZE ELECTRONIC COMMUNICATION TO REPORT ANY NEGATIVE CONDITIONS RESULTING FROM ANY PRACTICE SERVICES

If Patient experiences any side effects or worsening conditions (that do not constitute an emergency or time-sensitive situation as mentioned above) related to any Practice services, Patient shall immediately utilize E-Communications to timely inform Practice of such side effects or worsening conditions.

HIPAA/HITECH/DATA PRIVACY LAWS

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 such as HITECH (collectively referred to as "HIPAA"). Practice shall also comply with other data privacy laws related to Patient's data.

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 it helpful to coordinate care and schedule visits (including virtual visits) with you and all those 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 your 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 will not be the subject of any additional charges to you (and are outside Services Fees): maintaining PHI storage systems; recouping capital or expenses for PHI data access, PHI storage, and infrastructure; or retrieval of PHI electronic information.

Practice 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: 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 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) and losses or disclosures caused by any of the risks outlined above, 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. These terms do not relieve Practice 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 cause the termination of your Agreement for our services.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF PRIVACY PRACTICES

We are required to provide you with a copy of our Notice of Privacy Practices, which states how we may disclose your health information. You hereby acknowledge receipt of the Notice of Privacy Practices.

OPEN PAYMENTS DATABASE

The Open Payments database is a federal tool used to search payments made by drug and device companies to physicians and teaching hospitals. It can be found at <https://openpaymentsdata.cms.gov>. For informational purposes only, a link to the federal Centers for Medicare and Medicaid Services (CMS) Open Payments web

page is provided here. The federal Physician Payments Sunshine Act requires that detailed information about payment and other payments of value worth over ten dollars (\$10) from manufacturers of drugs, medical devices, and biologics to physicians and teaching hospitals be made available to the public.

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 reasonably necessary to amend this EC Agreement from time to time as it is necessary for the Parties 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.

Each participating Patient (and authorized representative when applicable) must sign this EC Agreement. Your signature represents that you understand and agree to the terms and conditions described within this EC Agreement.

PRACTICE:
DIRECT NEUROLOGY, A CALIFORNIA
PROFESSIONAL CORPORATION

PATIENT:

Signature: _____

Name: Dr. Belma Sadikovic

Title: Chief Executive Officer

Date: _____

Signature: _____

Printed Name: _____

Relationship to Patient: _____

Date: _____