

JEANNE COOK, MD, PLLC
HARMONY FUNCTIONAL MEDICINE
PRIVACY POLICY AND USER AGREEMENT

Effective Date: December 7, 2015

This is how we handle the information we learn from you when you visit the **JEANNE COOK, MD, PLLC** Website (<http://harmonyfunctionalmedicine.com/>). The information we receive depends on what you do during your visit.

WEBSITE TERMS OF USE AND PRIVACY POLICY

THIS PRIVACY POLICY AND USER AGREEMENT (“TERMS OF USE”) ARE APPLICABLE TO ANY AND ALL ACCESS TO AND/OR USE OF ANY WEBSITE CONTENT (“WEBSITE”). ANY USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO THESE TERMS OF USE.

1. No Minors. You represent and warrant that you are at least eighteen (18) years of age and possess the legal right and ability to agree to and use this Website in accordance with these Terms of Use.
2. Purpose of Website. This Website and the materials provided on this Website were prepared by JEANNE COOK, MD, PLLC for general informational and educational purposes. The information on this Website may not reflect the most current health care developments, and is not guaranteed to be correct, complete, or up-to-date. No warranty is made as to the accuracy of the content of this Website.
3. This Website DOES NOT create a Doctor-Patient Relationship. Information provided on this Website DOES NOT create a doctor-patient relationship between you and Dr. Cook.
4. Web Server. JEANNE COOK, MD, PLLC reserves the right to collect general information regarding usage and users of this Website.

The information we receive depends on what you do during your visit. Our web server collects and stores the following general information about you:

- The name of the domain from which you access the Internet (for example, aol.com, if you are connecting from an America Online account);
- Your computer’s name;
- Your version of web browser;
- The date and time you access our service;
- The pages you visit;
- The Internet address of the website from which you linked directly to us;

- The name and release number of web browser software you are using.

This information is collected automatically. It is used in an aggregate way to help us improve our Website and make it more useful to you. This information may be shared with a third-party web analytics company. Also, we may share information in an aggregated, de-identified form with third parties with whom we have a business relationship.

Notwithstanding the above, JEANNE COOK, MD, PLLC may collect personally identifiable information regarding users who voluntarily provide such information (e.g., patients who sign up for the MD-HQ Patient Portal) as further discussed in Section 6 below.

5. Use of Cookies. Cookies are small files that many websites place on your hard drive that allow those websites to identify you. The use of cookies is a standard and common practice of many websites. For example, if you allow a website to remember your login name or password, the website places a cookie on your computer. We may place cookies on your computer to allow us to know when you are on our Website. We may use cookies to measure web traffic, to offer you certain products or services, and to customize your visit. However, if you do not wish to receive cookies, or want to be notified of when they are placed, your internet browser may permit you to do so. In many internet browsers, you can change the browser settings to warn you before accepting cookies or to block cookies. If you block cookies, you may not be able to use certain Website features or functions, or this Website may not operate in an optimal mode.
6. MD-HQ Patient Portal.

Please note that MD-HQ may have its own Privacy Policy which further governs the use and disclosure of your information on the MD-HQ Patient Portal.

- We do not obtain personal information (e.g., name, address, e-mail address, etc.) about you when you visit the Jeanne Cook, MD, PLLC Website unless you choose to voluntarily provide such information to us. If you identify yourself by registering on the MD-HQ Patient Portal, there are a few things you should know.
- The fact that you have logged in to the MD-HQ Patient Portal means that your online activities and any information you create and/or transmit will be associated with your medical record and your identity. In addition, the MD-HQ Patient Portal will present information about you, such as your appointment schedule, your prescriptions, patient education materials specific to your diagnosis, and more.
- You have the opportunity to create and/or transmit various types of information about yourself as you use the system's online forms, including, but not limited to:
 - Diagnosis Information
 - Messages about your care or financial matters

- Requests to refill your prescriptions
- Calendar items
- Drug history
- Personal profile information
- Insurance information

Dr. Cook and various people at our practice may see the materials you submit.

- Some or all of the information that you create and/or transmit (e.g., information pertinent to your diagnosis and/or treatment), may become part of your medical record. If so, that information may be re-disclosed according to the usual rules regarding the release of medical record information.
- In other limited circumstances, including requests from legal authorities, we may be required by law to disclose information you submit.
- You should note that electronic communications, including secure messaging, are not necessarily secure against interception. While we take precautions, such as requiring that our vendors encrypt access and messaging in the MD-HQ Patient Portal, there are some risks associated with this use. Many of these risks apply to the use of electronic information in general. These include, but are not limited to, the following risks:
 - Electronic communications can be copied, circulated, forwarded, and stored in numerous paper and electronic files.
 - Backup copies of electronic communications may exist even after the originator or recipient has deleted his or her own copy.
 - Electronic communications are discoverable and can be used as evidence in court.
 - Passwords providing access to electronic communications can be stolen and misused, or host systems can be compromised, leading to unauthorized disclosure of personal information.
 - Electronic Communications can be used to introduce viruses into computer systems.
 - Electronic communications may not be answered in the time frame expected by the sender.
- Because of the risks outlined above, JEANNE COOK, MD, PLLC and its vendors cannot guarantee the security and confidentiality of web-based communications, and will not be liable for improper disclosure of confidential information that is not caused by JEANNE COOK, MD, PLLC or its vendors' intentional misconduct.
- It is also important to understand that the MD-HQ Patient Portal was designed primarily to supplement and support your relationship and communications with your

health care team, and to make it easier for you to conduct certain "routine", non-urgent interactions related to your health care and treatment at JEANNE COOK, MD, PLLC. The MD-HQ Patient Portal is not intended to replace or to substitute for face-to-face meetings and/or personal conversations with Dr. Cook.

Thus, you must agree to and acknowledge the following terms when using electronic communications systems, including the MD-HQ Patient Portal, to communicate and share your information with JEANNE COOK, MD, PLLC.

- I understand that electronic communications will be read and responded to as promptly as possible; however, a specific turnaround time is not guaranteed. Thus, I will not use electronic communications for medical emergencies or other time-sensitive matters.
- I acknowledge that some or all electronically transmitted information concerning my diagnosis and/or treatment may be made part of my medical record, and that it is up to Dr. Cook to decide when this will happen. Because these communications become part of the medical record, other individuals authorized to access the medical record will have access to my electronic information.
- I am aware that my electronic information may be forwarded internally to other staff and agents as necessary for diagnosis, treatment, reimbursement and other business purposes. Electronic information will not, however, be forwarded to independent third parties without my written consent, except as authorized or required by law.
- I understand that it is my responsibility to protect passwords or other means of access to electronic information. It is also understood that JEANNE COOK, MD, PLLC and its representatives are not liable for breaches of confidentiality caused by any third party or myself.
- I acknowledge that it is my responsibility to follow up and/or schedule an appointment if warranted.
- I acknowledge that it is my responsibility to follow up with a person to whom I have sent a secure message, if I have not received a response in a time frame that is acceptable to me.
- I acknowledge that it is my responsibility to read and appropriately follow all communications sent to me by JEANNE COOK, MD, PLLC representatives.
- I acknowledge that it is my responsibility to provide JEANNE COOK, MD, PLLC with accurate information about me, and that Dr. Cook will use some or all the information I provide, as she sees fit, to make decisions about my diagnosis and treatment.

- I understand and acknowledge that I may not receive a response from Dr. Cook each time I communicate with Dr. Cook via electronic communication systems, it is up to Dr. Cook to decide whether and when to send me a response.
- I acknowledge that neither the MD-HQ Patient Portal nor any other use of the Website is a substitute for appropriate and timely contact with Dr. Cook or another health care professional.
- I acknowledge that Dr. Cook may discontinue this service at any time.
- I acknowledge that I will follow the instructions listed below, and other instructions that I may receive from Dr. Cook from time to time, when I communicate by secure messaging. I agree that I will:
 - Use secure messaging or email only to send messages regarding the following categories:
 - care information
 - clarification of patient instructions
 - information related to clinical trials
 - prescription refills
 - scheduling requests for follow-up clinic visits
 - billing and insurance questions.
 - Include key words relating to the subject of the communication in the electronic message's subject line.
 - Avoid or minimize use of computers widely accessible by others, such as an employer's computer.
 - Keep electronic messages short.
 - Review the electronic message before I send it to make sure it is clear and that all relevant information is provided
 - Acknowledge receipt of an electronic message from the physician by sending a brief reply.
 - Take precautions to preserve the confidentiality of secure messages.
 - Not use secure messaging to transmit information or questions of an urgent nature, and in an emergency I will go to an Emergency Room and/or contact my health care team as I have been instructed in the past

UNAUTHORIZED ACCESS TO THE MD-HQ PATIENT PORTAL IS PROHIBITED. *THE MD-HQ PATIENT PORTAL IS FOR THE USE OF AUTHORIZED USERS ONLY. INDIVIDUALS USING THIS COMPUTER SYSTEM WITHOUT AUTHORITY, OR IN EXCESS OF THEIR AUTHORITY, ARE SUBJECT TO HAVING ALL OF THEIR ACTIVITIES ON THIS SYSTEM MONITORED AND RECORDED BY SYSTEM PERSONNEL. IN THE COURSE OF MONITORING INDIVIDUALS*

IMPROPERLY USING THIS SYSTEM, OR IN THE COURSE OF SYSTEM MAINTENANCE, THE ACTIVITIES OF AUTHORIZED USERS MAY ALSO BE MONITORED. ANYONE USING THIS SYSTEM EXPRESSLY CONSENTS TO SUCH MONITORING AND IS ADVISED THAT IF SUCH MONITORING REVEALS POSSIBLE EVIDENCE OF CRIMINAL ACTIVITY, SYSTEM PERSONNEL MAY PROVIDE THE EVIDENCE OF SUCH MONITORING TO LAW ENFORCEMENT OFFICIALS.

7. Links to Third Party Websites. From time to time, the Website may provide links to other useful or interesting websites that are not owned or controlled by JEANNE COOK, MD, PLLC. We cannot be responsible for the content or privacy practices used by other website owners. If you have any concerns, you are urged to review the terms of those websites for more information about the policies applicable to those websites.
8. Disclaimer of Liability. JEANNE COOK, MD, PLLC shall not be liable to any party for any claims for damages based on any cause of action whatsoever relating to use of this Website by any person or entity.
 - a. JEANNE COOK, MD, PLLC makes no representation regarding the accuracy or completeness of the content provided. The Website is provided “as is.” JEANNE COOK, MD, PLLC makes no warranty or representation, either express or implied. JEANNE COOK, MD, PLLC does not warrant the accuracy, completeness, performance, currency, merchantability or fitness for a particular purpose of the Website or the content it contains or the method of delivery of that information to users. JEANNE COOK, MD, PLLC may link to websites or services from other companies or offer you the ability to download software from other companies. JEANNE COOK, MD, PLLC is not responsible for, and does not control, those websites, services, and software.
 - b. JEANNE COOK, MD, PLLC disclaims all responsibility for any loss or claim of any kind resulting from, arising out of, or in any way related to (a) errors in or omissions from Website (INCLUDING BUT NOT LIMITED TO THE MD-HQ PATIENT PORTAL) content, including technical inaccuracies and typographical errors, (b) any third party websites or content therein directly or indirectly accessed through hot links in any Website content, (c) the unavailability of the Website (INCLUDING THE MD-HQ PATIENT PORTAL), (d) any use of the Website (INCLUDING THE MD-HQ PATIENT PORTAL) or any content contained therein, (e) any use of any equipment or software in connection with any website, or (f) any reliance on the information contained in the Website, even if advised of the possibility of such damages.
 - c. In no event shall JEANNE COOK, MD, PLLC be liable for any special, indirect, incidental, exemplary, or consequential damages or loss of goodwill in any way arising from or relating to this agreement or resulting from the use of or inability to use the Website (INCLUDING BUT NOT LIMITED TO THE MD-HQ PATIENT PORTAL) or the performance or non-performance of any obligations under this Agreement, including the failure of essential purpose, even if JEANNE COOK, MD, PLLC has been

notified of the possibility or likelihood of such damages occurring. Some states do not allow the limitation or exclusion of implied warranties or liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you.

9. Changes and Updates. We will occasionally update this Website Terms of Use and Privacy Policy. You will see the word “updated” followed by the date next to the Terms of Use link. If the “updated” date has changed since you last visited this Website, you are encouraged to review the policy to be informed of how this Website is protecting your information.
10. Governing Law. Any claim relating to this Website shall be governed by the laws of the State of Texas without regard to its conflict of law provisions.
11. Complaints. You may contact Dr. Cook at (512) 387-5813 with any questions or comments.

PATIENT ACKNOWLEDGEMENT AND AGREEMENT

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE INFORMATION PROVIDED IN THIS FORM.

I UNDERSTAND THE RISKS ASSOCIATED WITH USING ELECTRONIC SYSTEMS TO CONTACT AND RECEIVE INFORMATION FROM JEANNE COOK, MD, PLLC. I AGREE TO THE TERMS LISTED ABOVE.

IN ADDITION, I AGREE TO THE INSTRUCTIONS OUTLINED HEREIN, AS WELL AS ANY OTHER INSTRUCTIONS THAT JEANNE COOK, MD, PLLC MAY CREATE PERTAINING TO ELECTRONIC COMMUNICATIONS AND WEB USE. I UNDERSTAND THAT JEANNE COOK, MD, PLLC MAY DISCONTINUE THIS SERVICE AT ANY TIME. ANY QUESTIONS I MAY HAVE HAD WERE ANSWERED.

Patient Signature

Name: _____

Date: _____

Patient’s Legal Representative Signature

Name: _____

Date: _____