

**AllCare Medical, LLC – E-mail Communications**

The undersigned patient (Patient) wishes or declines to communicate with AllCare Physician, Affiliated Physicians, their Associates, and/or Allcare (AllCare) by unencrypted e-mail regarding matters which may include the Patient’s Protected Healthcare Information (PHI) and hereby agrees to the following provisions.

**Patient acknowledges that:**

- E-mail is not a secure medium for sending or receiving PHI and, in particular, if Patient uses an employer’s e-mail system, the employer has the right to review any such communications;
- Although Allcare will make reasonable efforts to keep e-mail communications among the Patient, and AllCare (and the employees, agents and representatives of AllCare) confidential and secure, AllCare cannot assure or guaranty the confidentiality of e-mail communications,
- In the discretion of patient’s AllCare physician, e-mail communications may be made a part of Patient’s permanent medical record; and
- E-mail is not an appropriate means of communication regarding emergency or other time-sensitive issues or for inquiries regarding sensitive information.

**Patient agrees that:**

- Patient will not use e-mail for communication regarding emergencies or other time-sensitive issues, or for communication regarding other sensitive information, but rather will communicate such information as necessary through other means, such as telephone or in person.
- If Patient does not receive a response to any e-mail message within one (1) day (or such longer time as Patient indicates in the e-mail), Patient will use another means of communication to contact AllCare,
- Patient will include his/her full name and a short description of the subject matter of the e-mail (e.g., “prescription refill”, “medical advice”, “billing question”) in the Subject line of the e-mail;
- When responding to e-mails from each other, AllCare and Patient or their representatives will “Reply with History” to ensure that the recipient is aware of previous communication,
- Allcare shall not be liable to Patient for any loss, cost, injury or expense caused by, or resulting from: (i) a delay in response to Patient due to technical failures, including, but not limited to, technical failures attributable to Allcare’s internet service provider, power outages, failure of Allcare’s electronic messaging software, failure by Allcare or Patient to properly address e-mail messages, failure of Allcare’s computers or computer network, or faulty telephone or cable data transmission; (ii) any interception of e-mail communications by a third party; or (iii) Patient’s failure to comply with the guidelines regarding use of e-mail communications set forth in this agreement.

\_\_\_\_\_   
 Patient’s Printed Name

\_\_\_\_\_   
 Date

Patient AGREES to use email for PHI with provisions above  _____ Signature  _____ Primary email address to be used  _____ Other approved email address	Patient DECLINES to use email  _____ Signature
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