

# PRIME HEALTHCARE PROVIDERS

## Email Policy

### EMERGENCY & URGENT PROBLEMS

E-mail should never be used for emergency or urgent problems. For a life-threatening emergency, call 911. For urgent or sensitive problems, call the office at 630-305-3025. When we are not in the office, the answering message will direct you to an on-call doctor who can tell you how to manage your symptoms or direct you to a source of emergency or urgent care

### SENSITIVE MEDICAL INFORMATION

E-mail should be brief. We recommend office visits for complex or sensitive problems. Please call the office at the phone number above to make an appointment for these concerns.

### FEES

Fees may be charged for consultations with Providers via e-mail, & may not be reimbursed by insurance. However, fees will not be assessed for notification of labs associated with an office visit, for appointments, billing questions, or general information.

### 1. RISKS OF USING E-MAIL TO COMMUNICATE

The term "Provider" in this consent refers to Dr. Phillip Weinstein, Dr. Adam Weinstein & their support staff. Providers offer patients the opportunity to communicate by e-mail, which offers benefits & convenience but also includes some risks that patients should consider before using e-mail to communicate with Providers. These include, but are not limited to, the following risks:

- E-mail can be circulated, & stored in paper & electronic files.
- E-mail can be broadcast worldwide or can be received by unintended recipients at home or at work.
- E-mail senders can accidentally type the wrong email address.
- E-mail is easier to falsify than h&w written or signed documents
- Backup copies of e-mail may exist even after the sender or the recipient has deleted his or her copy.
- Employers & on-line services have a right to archive & inspect e-mails transmitted through their systems.
- E-mail can be used as evidence in court.
- E-mail can introduce viruses or worms into computer systems.

### 2. CONDITIONS FOR THE USE OF E-MAIL

Provider will use reasonable means to protect the security & confidentiality of e-mail information sent & received. However, because of the risks outlined above, Provider cannot guarantee the security & confidentiality of e-mail communication, & will not be liable for improper disclosure of confidential information that is not caused by Provider's intentional misconduct. We consider your consent of this agreement with the following conditions:

- All e-mails to or from the patient concerning treatment will be added to the patient's medical record. Therefore, other individuals authorized to access the medical record, such as clinical & billing personnel, will have access to those e-mails.
- Provider may forward e-mails internally to Provider's staff as necessary for treatment, payment, & operations. Provider will not, however, forward emails to independent third parties without the patient's prior written consent, except as authorized or required by law.
- Provider or staff shall confirm when an e-mail from the patient has been received & read. However, the patient shall not use e-mail
- for medical emergencies, urgent problems or time-sensitive matters.
- If the patient's e-mail requires or requests a response from Provider, & the patient has not received a response within 3 days, it is the patient's responsibility to follow up to verify whether the intended recipient received the e-mail & when s/he will respond.
- The patient should not use e-mail for communication regarding sensitive medical information, such as information regarding sexually transmitted diseases, AIDS/HIV, mental health, developmental disability, or substance abuse.
- The patient is responsible for informing Provider of other types of information the patient does not want to be sent by e-mail, in addition to those set out in the preceding point.
- The patient is responsible for protecting his/her password or other means of access to e-mail. Provider is not liable for breaches of confidentiality caused by the patient or any third party.
- Provider shall not engage in e-mail communication that is unlawful, such as unlawfully practicing medicine across state lines or treating patients who have not first been seen in the office.
- It is the patient's responsibility to follow up &/or schedule an appointment if warranted.

### 3. PATIENT RESPONSIBILITIES & INSTRUCTIONS

To communicate by e-mail, the patient shall:

- Limit or avoid use of his/her employer's computer.
- Inform Provider of changes in his/her email address.
- Confirm that he/she has received & read an e-mail from the Provider.

- Put the patient's name in the body of the e-mail.
- Include the category of the communication in the e-mail's subject line, for routing purposes (e.g., billing question).
- Review the e-mail to make sure it is clear & that all relevant information is provided before sending to Provider.
- Take precautions to preserve the confidentiality of e-mail, such as using screen savers & safeguarding his/her computer password.
- Withdraw consent only by e-mail or written communication to Provider.

### 4. ALTERNATE FORMS OF COMMUNICATION

I understand that I may also communicate with the Provider & his/her staff via telephone or during a scheduled appointment & that e-mail cannot substitute for care that must be provided during an office visit. If no response from email is received after 3 days, the patient should call the office. Appointments should be made to discuss new issues & any sensitive medical information.

### 5. TYPES OF E-MAIL PATIENT AGREES TO SEND &/OR RECEIVE

The types of information that can be communicated via e-mail with the Provider include prescription refills, referral requests, appointment scheduling requests, billing & insurance questions, patient education, & clinical consultation. If you are not sure if the issue you wish to discuss should be included in an e-mail, please call Provider's office to schedule an appointment.

### 6. SECURITY MEASURES USED BY THE PROVIDER

As stated above, communicating via e-mail involves privacy risk. While the Provider cannot guarantee total confidentiality, Provider uses reasonable safeguards to protect your health care information as required by law. Security measures taken by the Provider may include encrypted email with password protection, secure computer & wireless network, staff access on "need to know" basis, HIPAA-compliant policies & procedures, staff training in management of medical records & confidentiality.

### 7. HOLD HARMLESS

I agree to indemnify & hold harmless the Provider, Prime Healthcare Providers, Platinum Medical Care, its employees, agents, information providers & suppliers, & website designers & maintainers from & against all losses, expenses, damages & costs, including reasonable attorney's fees, relating to or arising from any information loss due to technical failure, my use of the internet to communicate with the Provider or the use of Provider's web-site, any arrangements you make based on information obtained at the Site, any products or services obtained through the Site, & any breach by me of these restrictions & conditions. The Provider does not warrant that the functions contained in any materials provided will be uninterrupted or error-free, that defects will be corrected, or that the Provider's website or server that makes such site available is free of viruses or other harmful components.

### 8. TERMINATION OF THE E-MAIL RELATIONSHIP

The Provider shall have the right to immediately terminate the e-mail relationship with you if she determines, in his/her sole discretion, that you have violated the terms & conditions set forth above or otherwise breached this agreement, or have engaged in conduct which the Provider determines, in his/her sole discretion, to be unacceptable. The e-mail relationship between the Provider & the patient will terminate in the event the Provider, in his/her sole discretion, no longer wishes to utilize the e-mail to communicate with all of his/her patients.

### 9. FORWARDING E-MAIL

Copies of email exchanges may be included with other medical records as part of a signed record release request. Email will not be forwarded to a third party outside of the practice without patient consent, except to consulting physicians as part of coordinating treatment.

### PATIENT ACKNOWLEDGEMENT & AGREEMENT

To use the Web portal, the patient must acknowledge that s/he has read & fully understands this consent form & discussed it with the Provider or his/her representative. S/he understands the risks associated with the communication of e-mail with the Provider, & consent to the conditions herein. In addition, patient agrees to the instructions outlined herein, as well as any other instructions that Provider may impose to communicate with patients by e-mail.

**I have read and understand the practice's "Email Policy" and I agree to be bound by its terms. I also understand and agree that such terms may be amended by the practice from time to time.**

---

Signature of patient (or responsible party)

Date

---

Please print the name of the patient