**HEALTH IS WEALTH FAMILY CARE**

 **ELECTRONIC COMMUNICATION TERMS AND CONDITIONS**

Electronic technology is an effective manner for Health is Wealth Family Care and you to communicate, but there are known and unknown privacy implications related to electronic communications. Our systems are secure, encrypted, and compliant with federal and state privacy laws and regulations (e.g. HIPAA compliant), meaning our platforms meet the required standards for protecting your personal health information (PHI). However, while we take appropriate measures to secure your information, we cannot guarantee the absolute security of your electronic messages. Please read these Terms carefully before utilizing our email and text messaging services. If you do not agree with these Terms, you should not use our email or text messaging communication systems.

**Introduction**

By agreeing to communicate with Health is Wealth Family Care via email or text messaging, you consent to the terms and conditions outlined below. Our practice uses HIPAA-compliant email and text messaging systems to securely communicate with you for purposes related to your healthcare including, by not limited to, appointment reminders, clinical communications, patient paperwork and consent forms, medication updates, test results, and general inquiries. By using these services, you acknowledge all email and text messaging communications may contain confidential health information and agree to protect the confidentiality of the communications.

**Text Messaging**

* We will send text messages to you regarding your care, including appointment reminders, reminders to sign consent forms, new patient paperwork, medication updates, lab results, clinical communications, and other necessary medical communications.
* Text messages will be sent using a HIPAA-compliant messaging platform that safeguards your protected health information (PHI). However, please note text messaging is inherently less secure than other forms of communication. While we take appropriate measures to secure your information, we cannot guarantee the absolute security of text messages.
* Text messages may contain time-sensitive medical or appointment information. It is your responsibility to regularly check your text messages for updates.
* Text messaging should not be used for urgent or emergency medical concerns. In case of an emergency, you should call 911 or visit the nearest emergency room.
* By using this service, you acknowledge and consent to receiving text messages on your mobile phone or device.

**Consent to Text Messaging**

* By providing us with your mobile phone number, you give explicit consent to receive text messages from us. You authorize your providers to send and receive health-related information via text messaging through the HIPAA-compliant platform. You may revoke this consent at any time by contacting our office directly or responding “STOP” to any message.
* You understand standard messaging rates from your wireless carrier may apply. Health is Wealth Family Care is not responsible for any charges related to you sending text messages to Health is Wealth Family Care or receiving text messages from Health is Wealth Family Care.
* You understand there is a possibility someone could receive or intercept text messages. Additionally, individuals with access to your cellular phone bill may be able to determine that you communicated with Health is Wealth Family Care.
* You understand if your question or concern requires immediate attention or a detailed assessment, you should call the office or schedule an in-person visit.
* Health is Wealth Family Care will make reasonable efforts to respond to text messages in a timely manner. However, responses may be delayed due to business hours, holidays, and other factors. You agree Health is Wealth Family Care is not responsible for responses outside of normal business hours.
* You understand it is your responsibility to notify Health is Wealth Family Care of any changes to your phone number or other contact information.
* You acknowledge Health is Wealth Family Care is not responsible for missed or delayed responses if text messages are not received or properly transmitted.
* You understand that you may still receive important healthcare communications via other means, such as emails or phone calls, if you withdraw consent for text messaging.

**Text Messaging Opt-Out Procedure**

* You can opt-out of receiving text messages at any time by directly contacting our office or responding with the word “STOP” to any text message. Upon doing so, you will no longer receive non-essential text communication. However, you may still receive essential communication related to your care, as required by law.

**Email**

* All email communications between providers and patients are through a HIPAA-compliant email platform intended to protect the privacy and security of patient information. While our platform is secure, no system is 100% secure. We cannot guarantee absolute security of email communications.
* If you choose to utilize email to communicate with your providers, we encourage you to reply directly to an encrypted email you receive to ensure that your email response will also be encrypted. We also strongly suggest that you only communicate through a device that you know is safe (e.g. has a firewall, has anti-virus software installed, is password protected, not accessing the internet through a public wireless network, etc.).
* We will send emails to you regarding your care, including appointment reminders, reminders to sign consent forms, new patient paperwork, medication updates, lab results, clinical communications, and other necessary medical communications.
* Email should not be used for urgent or emergency medical concerns. In case of an emergency, you should call 911 or visit the nearest emergency room.

**Consent to Email**

* By providing your email address and using the email communication service, you consent to receive communications from your providers via the HIPAA-compliant email platform.
* You acknowledge there is a risk emails may be intercepted, lost, or delayed during transmission. Health is Wealth Family Care is not liable for any damages arising from the use or misuse of email communication, including but not limited to, lost or delayed communications or unauthorized access to your email.
* You understand if your question or concern requires immediate attention or a detailed assessment, you should contact the office directly by phone or schedule an in-person visit.
* You acknowledge Health is Wealth Family Care is not responsible for missed or delayed responses if emails are not received or properly transmitted.
* Health is Health Family Care providers will make reasonable efforts to respond to emails in a timely manner. However, responses may be delayed due to business hours, holidays, or other factors. You agree Health is Wealth Family Care is not responsible for responses outside of normal business hours.
* All email communications sent and received will be documented and stored in accordance with HIPAA regulations. These communications may become part of your medical record.
* You understand it is your responsibility to promptly notify Health is Wealth Family Care of any changes to your email address or other contact information.

**Email Opt-Out Procedure**

* You may withdraw your consent to receive emails from Health is Wealth Family Care at any time by notifying your provider in writing. You understand withdrawal of consent may impact your provider’s ability to communicate with you via email for non-emergent matters.

**Changes to Terms and Conditions**

Health is Wealth Family Care reserves the right to amend these Electronic Communication Terms and Conditions at any time. Any changes will be posted on the website with an updated revision date. It is your responsibility to review these terms periodically and stay informed of any changes. Your continued use of our email and text messaging communication services after any changes indicates your acceptance to the updated terms.

**Governing Law**

These Terms and Conditions are governed by and construed in accordance with the laws of the State of Indiana, without regard to its conflict of law principles. Any disputes arising from these Terms shall be subject to the exclusive jurisdiction of the courts located in Indianapolis, Marion County, Indiana.

**Contact Information**

If you have any questions or concerns regarding these Terms and Conditions, please contact Health is Wealth Family Care at:

[ENTER CONTACT INFORMATION]

Effective Date: 02/04/2025