

Patient Email and Text Message Informed Consent

Bon Secours Health System, Inc. and its affiliates, agents, independent contractors and any “covered entity” or “business associate” (as those terms are defined in the HIPAA Privacy Rule) with which your information may be shared under HIPAA (collectively, “Bon Secours”) may communicate with you by e-mail, text message, and/or other forms of unencrypted electronic communication (together, “Electronic Messaging”) to the telephone number(s), email address(es) or other locations reflected on your account or as otherwise provided below. This form provides information about Bon Secours’ use, risks, and conditions of Electronic Messaging. It also will be used to document your consent for Bon Secours’ communication with you by Electronic Messaging.

How we will use Electronic Messaging: Bon Secours may use Electronic Messaging to communicate with you regarding a wide range of healthcare related issues, including:

- reminders of appointments or actions for you to take before an appointment, follow-ups from appointments, and notices about preventive services, treatment options, coordination of your care and other available health services;
- how to participate in patient satisfaction surveys or how to use our secure patient portal (MyChart); and
- information regarding insurance, billing, eligibility for programs/benefits, and account balances.

Bon Secours may use automatic dialers or pre-recorded voice messages when it communicates with you through Electronic Messaging. All Electronic Messaging may be made a part of your medical record.

Risk of using Electronic Messaging: Electronic Messaging has a number of risks that you should consider, including:

- Electronic Messaging can be circulated, forwarded, sent to unintended recipients, and stored electronically and/or on paper.
- Senders can easily misaddress Electronic Messaging and send the information to an unintended recipient.
- Backup copies of Electronic Messaging may exist even after deletion.
- Electronic Messaging may not be secure and can possibly be intercepted, altered, forwarded or used without authorization or detection.
- Electronic Messaging service providers may charge for calls or messages received.
- Employers and online providers have a right to inspect Electronic Messaging sent through their company systems.
- Electronic Messaging can be used as evidence in court.

Conditions for the use of Electronic Messaging: Bon Secours cannot guarantee, but will use reasonable means to maintain, the security and confidentiality of the messages we send. By signing where indicated below, you acknowledge your consent to the use of Electronic Messaging on the following conditions:

- **IN A MEDICAL EMERGENCY, DO NOT USE ELECTRONIC MESSAGING, CALL 911.** Urgent messages or needs should be relayed to us by using regular telephone communication. Non-urgent messages or needs should be relayed to us by using regular telephone communication or our secure patient portal, MyChart.
- Electronic Messaging may be filed into your medical record.

- Bon Secours is not liable for breaches of confidentiality caused by you or any third party.
- You are solely responsible for any charges incurred under your agreement with your Electronic Messaging service provider (for example, on a per minute, per message, per unit-of-data-received basis or otherwise).

Expiration and Withdrawal of Consent: Unless you earlier withdraw your consent, this consent will expire upon the end of your treatment relationship with Bon Secours. You may choose to stop participating in Electronic Messaging at any time by informing Bon Secours in writing as described herein. You further understand that withdrawing this consent will not cause you to lose any benefits or rights to which you are otherwise entitled, including continued treatment, payment or enrollment or eligibility for benefits. To withdraw consent and stop participating in Electronic Messaging, please contact the BSHSI Privacy Officer or your Local Privacy Officer as described in the Notice of Privacy Practices.

Patient Acknowledgement and Agreement: I have read and fully understand this consent form. I understand the risks associated with the use of Electronic Messaging between Bon Secours and me, and I consent to the conditions and instructions outlined, as well as any other instructions that Bon Secours may impose to communicate with me by Electronic Messaging.

I understand that Bon Secours will send Electronic Messaging to those telephone number(s) and email address(es) in my account:

- I request to receive text messages
- I request to receive email messages

Release. In consideration of Bon Secours' services and my request to receive Electronic Messaging as described herein, I hereby release Bon Secours from any and all claims, causes of action, lawsuits, injuries, damages, losses, liabilities or other harms resulting from or relating to the calls or messages, including but not limited to any claims, causes of action, or lawsuits based on any asserted violations of the law (including without limitation the Telephone Consumer Protection Act, the Truth in Caller ID Act, the CAN-SPAM Act, the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, the Health Insurance Portability and Accountability Act, any similar state and local acts or statutes, and any federal or state tort or consumer protection laws).

Patient (or Authorized Representative) Signature

[Sign](#)