

# E-mail Consent Form

Patient Name \_\_\_\_\_ Date \_\_\_\_\_

Patient E-mail address \_\_\_\_\_ Patient phone number \_\_\_\_\_

*The LLC and its Staff Members shall be referred to throughout this consent form as "Provider".*

## 1. RISK OF USING E-MAIL TO COMMUNICATE WITH YOUR PROVIDER:

Provider offers patients the opportunity to communicate by e-mail. Transmitting patient information by e-mail has a number of risks that patients should consider before using e-mail communication. These include, but not limited to, the following risks:

- a. E-mails can be circulated, forward, and stored in numerous paper and electronic files.
- b. E-mails can be immediately broadcast worldwide and be received by unintended recipients.
- c. E-mail senders can easily type in the wrong email address.
- d. E-mail is easier to falsify handwritten or signed documents.
- e. Backup copies of e-mail may exist even after the sender or recipient has deleted his or her copy.
- f. Employers and on-line services have a right to archive and inspect e-mails transmitted through their system.
- g. E-mail can be intercepted, altered, forward, or used without authorization or detection.
- h. E-mail can be used to introduce viruses into the computer system.
- i. E-mail can be used as evidence in court.

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

Provider will use reasonable means to protect the security and confidentiality of e-mail information sent and received. However, because of the risks outlined above, Provider cannot guarantee the security and confidentiality of e-mail communication, and will not be liable for improper disclosure of confidential information that is not caused by Provider's intentional misconduct. Thus, the patients must consent to the use of email for patient information. Consent to the use of e-mail includes agreement with the following conditions.

- a. All e-mails to or from the patient concerning diagnosis or treatment will be printed out and made part of the patients medical record. Because they are part of the medical record, other individuals authorized to access the medical record will have access to those e-mails.
- b. Provider may forward e-mails internally to Provider's staff and agent necessary for diagnosis, treatment, reimbursement, and other handling. Provider will not, however, forward emails to independent third parties without the patients prior written consent, except as authorized or required by law.
- c. The patient is responsible for protecting his/her password or other means of access to e-

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mail. Provider is not liable for breaches of confidentiality caused by the patient or any third party.

- d. Provider shall not engage in e-mail communication that is unlawful, such as unlawfully practicing medicine across state lines.
- e. It is the patient's responsibility to follow-up and/or schedule an appointment.

### **3. PATIENT RESPONSIBILITIES AND INSTRUCTIONS:**

To communicate by e-mail, the patient shall:

- a. Limit or avoid using his/her employer's computer.
- b. Inform Provider of changes in his/her e-mail address.
- c. Confirm that he/she has received and read the e-mail from the Provider.
- d. Put the patient's name in the body of the e-mail.
- e. Include the category of the communication in the e-mail's subject line, for routing purposes (e.g. billing and questions).
- f. Take precautions to preserve the confidentiality of e-mail, such as using screen savers and safeguarding his/her computer password.
- g. Withdraw consent only by e-mail or written communication to Provider.

### **4. TERMINATION OF THE E-MAIL RELATIONSHIP**

The Provider shall have the right to immediately terminate the e-mail relationship with you if determined in the sole Provider's discretion, that you have violated the terms and conditions set forth above or otherwise breached this agreement, or have engaged in conduct which the Provider determines to be unacceptable.

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## **PATIENT ACKNOWLEDGEMENT AND AGREEMENT**

I have discussed with the Provider or his/her representative and I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of e-mail between the Provider and me, and consent to the conditions herein. I agree to the instructions outlined herein, as well as any other instructions that my Provider may impose to communicate with patients by e-mail. Any questions I may have had were answered.

Patient Name (print) \_\_\_\_\_

Patient Signature \_\_\_\_\_ Date \_\_\_\_\_

## **HOLD HARMLESS**

I agree to indemnify and hold harmless the Provider and its trustees, officers, directors, employees, agents, information providers and suppliers, and website designers and maintainers from and against all losses, expenses, damages and 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, and any breach by me of these restrictions and conditions.

Patient Name (print) \_\_\_\_\_

Patient Signature \_\_\_\_\_ Date \_\_\_\_\_