Tochterman Muir Educational Consulting, LLC www.testingld.com

Email consent form

- 1. RISK OF USING E-MAIL Provider offers Clients the opportunity to communicate by e- mail. Transmitting Client information by e-mail, however, has a number of risks that Clients should consider before using e-mail. These include, but are not limited to, the following risks: a. E-mail can be circulated, forwarded, and stored in numerous paper and electronic files. b. E-mail can be immediately broadcast worldwide and be received by many intended and unintended recipients. c. E-mail senders can easily misaddress an e-mail. d. E-mail is easier to falsify than handwritten or signed documents. e. Back-up copies of e-mail may exist even after the sender or the 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, forwarded, or used without authorization or detection. h. E-mail can be used to introduce viruses into computer systems. 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 the Provider's intentional misconduct. Thus, Clients must consent to the use of e-mail for Client information. Consent to the use of e-mail includes agreement with the following conditions: a. All e-mails to or from the Client concerning diagnosis or treatment will be printed out and made part of the Client's medical record. Because they are a part of the medical record, other individuals authorized to access the medical record, such as staff and billing personnel, will have access to those e-mails. b. Provider may forward e-mails internally to Provider's staff and agents as necessary for diagnosis, treatment, reimbursement, and other handling. Provider will not, however, forward e-mails to independent third parties without the Client's prior written consent, except as authorized or required by law. c. Although Provider will endeavor to read and respond promptly to an e-mail from the Client, Provider cannot guarantee that any particular e-mail will be read and responded to in any period of time. Thus, the Client shall not use e-mail for medical emergencies or other time-sensitive matters. d. If the Client's e-mail requires or invites a response from the Provider, and the Client has not received a response within a reasonable time period, it is the Client's responsibility to follow up to determine whether the intended recipient received the e-mail and when the recipient will respond. e. The Client 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. f. The Client is responsible for informing Provider of any types of information the Client does not want to be sent by e-mail, in addition to those set out in 2(e) above. g. The Client 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 Client or any third party. h. Provider shall not engage in e-mail communication that is unlawful, such as unlawfully practicing medicine across state lines. i. It is the Client's responsibility to follow up and/or schedule an appointment if warranted.
- 3. INSTRUCTIONS To communicate by e-mail, the Client shall: a. Limit or avoid use of his/her employer's computer. b. Inform Provider of changes in his/her e-mail address. c. Put the Client's name in the body of the email. d. Include the category of the communication in the e-mail's subject line, for routing purposes (e.g., billing question) e. Review the email to make sure it is clear and that all relevant information is provided before sending to Provider f. Inform Provider that the Client received an email from the Provider. g. Take precautions to preserve the confidentiality of emails, such as using screen savers and safeguarding his/her computer password. h. Withdraw consent only by email or written communication with Provider.
- 4. CLIENT ACKNOWLEDGMENT AND AGREEMENT I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of email between Provider and me, and consent to the conditions outlined herein. In addition, I agree to the instructions outlined herein, as well as any other instructions that Provider may impose to communicate with Clients by email. Any questions I may have had are answered.

Signature_			
Date			