

E-MAIL CONSENT FORM

PAUL M. BANKS, DDS  
ANDREW L. HOWARD, DMD  
101 Madison Ave., Ste 400  
Morristown, NJ 07960  
973-539-3911

\_\_\_\_\_  
Patient's name printed

\_\_\_\_\_  
Patient's address

\_\_\_\_\_  
Patient's e-mail address

\_\_\_\_\_  
Patient's phone number

**\*EMERGENCY PROBLEMS**

E-mail should never be used for emergency problems. In the event of an emergency, call 911.

**\*URGENT PROBLEMS**

E-mail should never be used for urgent problems. In these cases, the patient should call (973) 539-3911 or go to an urgent care or immediate care facility.

**\*SENSITIVE MEDICAL INFORMATION**

E-mail should be concise. If the patient has a problem that is too complex or sensitive to discuss via e-mail, the patient should make an appointment by calling: (973) 539-3911.

**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 (attached). I understand the risks associated with the communication of e-mail between the Provider and me, and consent to the conditions herein. In addition, I agree to the instructions outlined herein, as well as any other instructions that Provider may impose to communicate with patients by e-mail. Any questions I may have had were answered.

\_\_\_\_\_  
Patient signature

\_\_\_\_\_  
Date

**\* FORWARDING E-MAIL**

I understand that there may be times in which the Provider must forward the information I have provided via e-mail to a third party for treatment, billing and payment purposes. I expressly provide my consent to allow the Provider to forward these e-mails to a third party under these conditions and evidence my consent by placing my initials below:

\_\_\_\_\_ (please initial if you agree)

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

Paul M. Banks, D.D.S. and Andrew L. Howard, D.M.D. shall be referred to throughout this consent as "Provider"). However, this reference shall also include the members of the Provider's staff.

Provider offers patients the opportunity to communicate by e-mail. Transmitting patient information by e-mail, however, has a number of risks that patients should consider before using e-mail to communicate with the Provider. 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 unintended recipients.
- c. E-mail senders can easily type in the wrong email address.
- d. E-mail is easier to falsify than handwritten or signed documents.
- e. Backup 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 systems.
- 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 Provider's intentional misconduct. Thus, the patients must consent to the use of e-mail 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 patient's medical record. Because they are 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 agent necessary for diagnosis, treatment, reimbursement, and other handling. Provider will not, however, forward emails to independent third parties without the patient's prior written consent, except as authorized or required by law.
- c. Provider shall confirm when an e-mail from the patient has been received and read. However, the patient shall not use e-mail for medical emergencies, urgent problems or other time sensitive matters.

- d. If the patient's e-mail requires or invites a response from Provider, and the patient has not received a response within a reasonable time period, it is the patient's responsibility to follow up to determine whether the intended recipient received the e-mail and when the recipient will respond.
- e. 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.
- f. The patient is responsible for informing Provider of any types of information the patient does not want to be sent by e-mail, in addition to those set out in 2(e) above.
- g. 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.
- h. Provider shall not engage in e-mail communication that is unlawful, such as unlawfully practicing medicine across state lines.
- i. It is the patient's responsibility to follow up and/or schedule an appointment if warranted.

### 3. PATIENT RESPONSIBILITIES AND INSTRUCTIONS

To communicate by e-mail, the patient shall:

- a. Limit or avoid use of his/ her employer's computer.
- b. Inform Provider of changes in his/ her email 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 question).
- f. Review the e-mail to make sure it is clear and that all relevant information is provided before sending to Provider.
- g. Take precautions to preserve the confidentiality of e-mail, such as using screen savers and safeguarding his/ her computer password.
- h. 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 via telephone or during a scheduled appointment and that the e-mail is not a substitute for the care that may be provided during an office visit. Appointments should be made to discuss any new issues as well as any sensitive medical information.

### 5. TYPES OF E-MAIL TRANSMISSIONS THAT PATIENT AGREES TO SEND AND/OR RECEIVE

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

## 6. SECURITY MEASURES USED BY THE PROVIDER

As stated above, communicating via e-mail does come with privacy risk as stated above. While the Provider cannot guarantee total confidentiality, the Provider has and will use reasonable safeguards to protect your health care information as required by law. The security measures taken by the Provider include password protected screen savers, policies and procedures, and staff training requirements.

## 7. HOLD HARMLESS

I agree to indemnify and hold harmless the Provider, his/ her dental practice, 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 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, and any breach by me of these restrictions and 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 he/ she determines, in his/ her sole 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, in his/ her sole discretion, to be unacceptable. The e-mail relationship between the Provider and 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.