

## **eCLINICALWORKS™ ONLINE COMMUNICATIONS INFORMED CONSENT**

### **Instructions for Using Online Communications**

You agree to take steps to keep your online communications to and from me confidential including:

- Do not store messages on your employer-provided computer; otherwise personal information could be accessible or owned by your employer.
- Use a screen saver or close your messages instead of leaving your messages on the screen for passersby to read and keep your password safe and private.
- Do not allow other individuals or other third parties access to the computer(s) upon which you store medical communications.
- Do not use email for medical communications. Standard e-mail lacks security and privacy features and may expose medical communications to employers or other unintended third parties.
- Withdrawal of this Informed Consent must be done by written online communications or in writing to my office.

### **Charges for Using Online Communications**

My office may charge for certain online communications. You will be informed in advance when/if these charges apply and you will be responsible for payment of these charges if you accept and use any fee-based service. You may choose to contact your insurance carrier to determine if they cover online communications.

### **Conditions of Using Online Communications**

The following agreements and procedures relate to online communications:

- eclinicalWeb office will keep a copy of all medically important online communications in your medical record in encrypted format.
- You should print or store (on a computer or storage device owned and controlled by you) a copy of all online communications that are important to you.
- eClinicalWeb will not forward online communications with you to third parties except as authorized or required by law.
- Online communications will be used only for limited purposes. Online communications cannot be used for emergencies or time-sensitive matters. It should be used with caution. If there is other information that you don't want transmitted via online communications, you must inform your practice. eClinicalWeb cannot be held responsible.
- Please note that online communications should never be used for emergency communications or urgent requests. These should occur via telephone or using existing emergency communications tools.
- eClinicalWeb is not liable for improper disclosure of confidential information.
- Follow-up is solely your responsibility. You are responsible for scheduling any necessary appointments and for determining if an unanswered online communication was not received.
- You are responsible for taking steps to protect yourself from unauthorized use of online communications, such as keeping your password confidential. eClinicalWeb is not responsible for breaches of confidentiality caused by you or an independent third party.

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- I will not engage in any illegal online communications, including illegally practicing medicine across state lines.

### **Access to Online Communications**

The following pertains to access to and use of online communications:

- Online communications does not decrease or diminish any of the other ways in which you can communicate with your provider. It is an additional option and not a replacement.
- eClinicalWeb may stop providing online communications with you or change the services I provide online at any time without prior notification to you.

### **Risks of Using Online Communications**

All medical communications carry some level of risk. While the likelihood of risks associated with the use of online communications, particularly in a secure environment, is substantially reduced, the risks are nonetheless real and very important to understand. It is very important that you consider these risks each time you plan to communicate with me, and communicate in such a fashion as to mitigate the potential for any of these risks. These risks include, but are not limited to:

- Online communications may travel much further than you planned. It is easier for online communications to be forwarded, intercepted, or even changed without your knowledge.
- Online communication is easier to falsify than handwritten or signed hard copies. A dishonest person could attempt to impersonate you to try to get your medical records.
- It is harder to get rid of an online communication. Backup copies may exist on a computer or in cyberspace, even after you have deleted your copies.
- Online communication is not private simply because it relates to your own medical information. I use a secure network to avoid using standard e-mail or e-mail systems provided by employers. Employers and online services have a right to inspect and keep online communications transmitted through their system.
- Online communications are also admissible as evidence in court.
- Online communications may disrupt or damage your computer if a computer virus is attached.

### **Patient Acknowledgement and Agreement**

I acknowledge that I have read and fully understand this consent form. I understand the risks associated with online communications between my physician and me, and consent to the conditions outlined herein. In addition, I agree to follow the instructions set forth herein, as well as any other instructions that my physician may impose to communicate with patients via online communications. I have had a chance to ask any questions that I had and to receive answers. I have been proactive about asking questions related to this consent agreement. All of my questions have been answered and I understand and concur with the information provided in the answers.