

VISION FIRST EYECARE SPECIALISTS (VFES)

Patient Consent for Communication via Unsecure/Unencrypted Email

Patient Name

Patient Email Address

Third Party Entity (if any)

Third Party Entity Email Address

1. RISK OF USING UNSECURE/UNENCRYPTED EMAIL

Vision First Eyecare Specialists (VFES) has the capability to communicate by email either with patients and/or other healthcare providers upon patient request. Transmitting patient information by email, however, has a number of risks that patients should consider before using email and/or consenting to have any information sent between providers. These include, but are not limited to, the following risks:

- a. Most popular email services (ex. hotmail, gmail, yahooemail) do not utilize encryption.
- b. Email can be circulated, forwarded, and stored in numerous paper and electronic files.
- c. Email can be immediately broadcast worldwide and be received by many intended and unintended recipients.
- d. Email senders can easily misaddress an email.
- e. Email is easier to falsify than handwritten or signed documents.
- f. Backup copies of email may exist even after the sender or the recipient has deleted his or her copy.
- g. Employers and on-line services have a right to archive and inspect emails transmitted through their systems.
- h. Email can be intercepted, altered, forwarded, or used without authorization or detection.
- i. Email can be used to introduce viruses into computer systems.
- j. Email can be used as evidence in court.

2. CONDITIONS FOR THE USE OF UNSECURE/UNENCRYPTED EMAIL

Vision First Eyecare Specialists (VFES) will use reasonable means to protect the security and confidentiality of email information sent and received.

However, because of the risks outlined above, VFES cannot guarantee the security and confidentiality of email communication, and will not be liable for improper disclosure of confidential information that is not caused by VFES's intentional misconduct. Thus, the patient must consent to the use of unencrypted email for transmitting patient information. Consent to the use of unencrypted email includes agreement with the following conditions:

- a. All emails to or from the patient and/or, the third party entity specified above, 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 emails.
- b. Vision First Eyecare Specialists (VFES) may forward emails internally to VFES's staff and agent necessary for diagnosis, treatment, reimbursement, and other handling. VFES will not, however, forward emails to independent third parties without the patient's prior written consent, except as authorized or required by law.
- c. Although VFES will endeavor to read and respond promptly to an email from the patient, VFES cannot guarantee that any particular email will be read and responded to within any particular period of time. Thus, the patient shall not use email for medical emergencies or other time sensitive matters.
- d. If the patient's email requires or invites a response from VFES, 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 email and when the recipient will respond.
- e. The patient should not use email 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 VFES of any types of information the patient does not want to be sent by email, in addition to those set out in 2(e).
- g. The patient is responsible for protecting his/her password or other means of access to email. Vision First Eyecare Specialists (VFES) is not liable for breaches of confidentiality caused by the patient or any third party.
- h. VFES shall not engage in email 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. INSTRUCTIONS

To communicate by email, the patient shall:

- a. Limit or avoid use of his/her employer's computer.
- b. Inform VFES of changes in his/her email address.
- c. Put the patient's name in the body of the email.
- d. Include the category of the communication in the email'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 VFES.
- f. Inform VFES that the patient received an email from VFES.
- g. Take precautions to preserve the confidentiality of email, such as using screen savers and safeguarding his/her computer password.
- h. Withdraw consent only by email or written communication to VFES.

4. WITHDRAWAL OF CONSENT

I understand that I may revoke this consent at any time by so advising VFES in writing. My revocation of consent will not affect my ability to obtain future health care nor will it cause the loss of any benefits to which I am otherwise entitled.

5. PATIENT ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of unsecure/unencrypted emails between Vision First Eyecare Specialists (VFES) and me and/or the third party entity specified above, and consent to the conditions herein. In addition, I agree to the instructions outlined herein, as well as any other instructions that VFES may impose to communicate with patients by email. Any questions I may have had were answered.

Patient Signature

Date