

Markham Family Health Team

Care for A Lifetime

Physician/Patient Email Communication Consent Form

RISKS OF USING EMAIL

Transmitting medical information via email poses several risks that you, the patient, should be aware. In order to use email for communication, you must agree to accept these risks. The risks include, but are not limited to, the following:

- The privacy and security of email communication cannot be guaranteed
- Employers and online services may have a legal right to inspect and keep emails that pass through their system
- Email is easier to falsify than hand written or signed hardcopies.
- In addition, it is impossible to verify the true identity of the sender, or to ensure that only the recipient can read the email once it has been sent
- Emails can introduce viruses into a computer system, and potentially damage or disrupt the computer
- Email can be forwarded, intercepted, circulated, stored or even changed without the knowledge or permission of the Physician or the Patient.
- Email senders can easily misaddress an email, resulting in it being sent to many unintended and unknown recipients
- Email is indelible. Even after the sender and recipient have deleted their copies of the email, back-up copies may exist on a computer or in cyberspace.
- Use of email to discuss sensitive information can increase the risk of such information being disclosed to third parties
- Email can be used as evidence in court

CONDITIONS OF USING EMAIL

The Markham Family Health Team can use encryption software as a security mechanism for email communication.

The option exists for you to receive email as password protected encrypted Adobe (pdf) documents.

The Physician will use reasonable means to protect the security and confidentiality of email information sent and received within the walls of this practice.

However, because of the risks outlined above, the Physician cannot guarantee the security and confidentiality of email communication, and will not be liable for improper disclosure of confidential information that is not the direct result of intentional misconduct of the Physician. Thus, Patients must consent to the use of email for Patient information. Consent to the use of email includes agreement with the following conditions:

- Emails to or from the Patient concerning diagnosis or treatment, may be printed in full and made part of the Patient's medical record.
- Individuals authorized to access the medical record, such as staff and billing personnel, will have access to those emails.
- The Patient must agree to refrain from using offensive or discriminating language
- The Patient must agree not to use email communication for commercial/sales purposes, or to send other non-medical and otherwise unrelated information
- The Physician may forward emails internally to the Physician's staff and to those involved, as necessary, for diagnosis, treatment, reimbursement, health care operations, and other handling.
- The Physician will not however, forward emails to independent third parties without the Patient's prior written consent except as authorized or required by law
- The Physician cannot guarantee that any particular email will be read and responded to within any particular period of time. Thus, the Patient should not use email for medical emergencies or other time-sensitive matters
- Email communication is not an appropriate substitute for clinical examinations. The Patient is responsible for following up on the Physician's email and for scheduling appointments where warranted

- The Patient should not use email for communication regarding sensitive medical information such as: sexually transmitted disease, mental health, developmental disability or substance abuse. Similarly, the Physician will not discuss such matters via email
- If the Patient's email requires or invites a response from the Physician 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
- Agreement to pay a fee for use of this online service at a sum discussed and agreed upon by the Patient and Physician. This may be subject to change without notice to the patient

PATIENT AGREEMENT

To communicate via email, you the Patient, or delegate*, agrees to:

- Avoid using an employer's computer
- Inform the Physician of any changes in your email address
- Review the Email to make sure it is clear and that all relevant information is provided before sending to the Physician
- Inform the Physician that you received the email
- Take precautions to preserve the confidentiality of emails
- Should the you require immediate assistance, or if your condition appears serious or rapidly worsens; you, the Patient should not rely on email. Rather, you should call the Physician's office for consultation or an appointment, visit the Physician's office or take other measures as appropriate
- Agree to honor fees for provision of email as an uninsured service

PATIENT ACKNOWLEDGEMENT

I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of email between the Physician and me, and consent to the conditions outline herein, as well as any other instructions that the Physician may impose to communicate with Patients by email. I acknowledge the Physician's right to, upon the provision of written notice; withdraw the option of communicating through email. Any questions I may have had were answered.

Patient Name : _____ OHIP : _____

Patient Email : _____ Birthday : DD / MM / 20 YY _____

Physician Name : _____

Patient Signature : _____ Date: _____

Witness Signature : _____ Date: _____

***Where applicable**

Power of Attorney for Personal Care for above named patient: _____

Power of Attorney PC email: _____

Date: _____

