

MARY L RIVERA-CASAMENTO, MD F.A.C.O.G
936 FIFTH AVENUE
NEW YORK, NY 10021

EMAIL CONSENT FORM

Patient's Name

Email address

DO NOT USE EMAIL FOR EMERGENCY, URGENT & SENSITIVE PROBLEMS:

Email should never be used for emergency or urgent problems. For a life threatening emergency, call 911. For urgent or sensitive problems, call the office at 212-734-1893. We recommend office visits for all new, complex or sensitive problems. When we are not in the office, the answering message will direct you to the doctor who can give advice or direct you to a source of emergency or urgent care.

1. RISKS OF USING EMAIL TO COMMUNICATE WITH YOUR PROVIDER

The term "Provider" in this consent refers to Mary L Rivera-Casamento, MD and the staff. The Provider offers patients the opportunity to communicate by email. However, transmitting patient information by email has risks that patients should consider. Risks include, but are not limited to:

- Email can be circulated, forwarded, and stored in paper and electronic files.
- Email can be broadcast worldwide or can be received by unintended recipients at home or at work.
- Email senders can accidentally type the wrong email address or send to others besides the intended recipient.
- Email is easier to falsify than handwritten or signed documents.
- Backup copies of email may exist even after the sender or the recipient has deleted his or her copy.
- Employers and on-line services have a right to archive and inspect emails transmitted through their systems.
- Email can be used as evidence in court.
- Email can introduce viruses into computer systems.

2. CONDITIONS FOR USE OF EMAIL

Provider will use reasonable means to protect the security and confidentiality of email information sent and received. However, Provider cannot guarantee the security and

confidentiality of email communication and will not be liable for improper disclosure of confidential information. Thus, patients must give signed consent to the use of patient information in email, indicating agreement with these conditions:

- All emails to or from the patient concerning treatment may be added to the patient's medical record. Therefore, other individuals authorized to access the medical record will have access to those emails.
- Provider may forward emails internally to Provider's staff as necessary for treatment, payment and operations. Provider will not forward emails to independent third parties without the patient's prior consent, except as authorized or required by law.
- Provider or staff shall confirm when an email from the patient has been received and read. However the patient shall not use email for medical emergencies, urgent problems or other time sensitive matters.
- If the patient's email requires or requests a response from Provider, and the patient has not received a response within 3 days, the patient is responsible to follow up to determine whether the intended recipient received the email and when he/she will respond.
- The patient should not use email for communication regarding sensitive medical information such as AIDS/HIV, mental health developmental disability or substance abuse.
- The patient is responsible for informing Provider of any other types of information the patient does not want to be sent by email.
- The patient is responsible for protecting his/her password or other means of access to email. Provider is not liable for breaches of confidentiality caused by the patient or any third party.
- It is the patient's responsibility to follow up and/or schedule an appointment, if warranted.

3. PATIENT RESPONSIBILITIES AND INSTRUCTIONS

To communicate by email, the patient shall:

- Limit or avoid use of his/her employer's computer.
- Inform Provider of changes in his/her email address.
- Confirm that he/she has received and read an email from Provider.
- Put the patient's name in the body of the email.
- Include the category of the communication in the email's subject line, for routing purposes (e.g. Billing question.)
- Review the email to make sure it is clear and that all relevant information is provided before sending to Provider.
- Take precautions to preserve the confidentiality of email, such as using screen savers and safeguarding his/her computer password.
- Withdraw consent only by email or written communication to Provider.
- Email should be brief and to the point.

4. ALTERNATE FORMS OF COMMUNICATION

I understand that I may also communicate with the Provider via telephone or during a scheduled appointment and that email is not a substitute for the care that may be provided during an office visit. If no response from email is received after 3 days, the patient should call the office.

5. TYPES OF EMAIL TRANSMISSIONS THAT PATIENT AGREES TO SEND AND/OR RECEIVE

Types of information that can be communicated via email with the Provider include prescription refills, referral requests, appointment scheduling requests, billing and insurance questions, patient education, and clinical consultation. If you are not sure if the issue you wish to discuss should be included in an email, please call the office to schedule an appointment.

6. HOLD HARMLESS

I agree to indemnify and hold harmless the Provider, its 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 to use Provider's website, any arrangements made 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 Provider's Site or the server that makes the Site available is free of viruses or other harmful components.

7. TERMINATION OF THE EMAIL RELATIONSHIP

Provider has the right to immediately terminate the email relationship with a patient if he/she determines, at his/her sole discretion, that the patient has violated the terms and conditions set forth above or otherwise breached this agreement, or has engaged in conduct with the Provider determines at his/her sole discretion to be unacceptable. The email relationship between the Provider and the patient will terminate in the event the Provider no longer wishes to utilize email communication with all his/her patients. Patient also has the right to terminate the email relationship by written notice to the Provider, at any time.

PATIENT ACKNOWLEDGEMENT AND AGREEMENT

I acknowledge that I have read and fully understand this consent form and discussed it with the Provider or his/her representative.

I understand the risks associated with the communication of email 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 email. Any questions I had were answered.

Patient

Date