

Cherry Creek Dermatology, PC

Online Communications Informed Consent

For online communications with: J. Michael Maloney, MD

**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 screen savers or close your messages instead of leaving your messages on the screen for the passersby to read and keep your password safe and private.
- Do not allow other individuals or other third party access to the computer(s) upon which you store medical messages or other personal medical information.
- If you have or learn of any personal email addresses that I use, you will not use them for medical communications. Standard email 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.

Use good communications etiquette:

- Confirm that your name and other personal information in the message is correct.
- Review the message before sending it to make sure that it is clear and that all relevant information is included.
- Update your contact information on the network as soon as it changes including any changes to your regularly used email address. I do not use your standard email account for security reasons, but notifications are sent to your standard email address when a message has been sent to you and is waiting for you in your secure mailbox.

**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:

- My office will print out a copy of all medically important online communications and include it in your medical record. This means that appropriate members of my staff will have access to these communications as part of our medical records keeping, treatment and billing.
- 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.
- I will not forward online communications with you to third parties except as authorized or required by law.
- You agree to follow the procedures that I implement that will allow me to verify your identity in connection with online communications and you acknowledge that failure to comply with these procedures may terminate our online communications.
- Online communications will be used only for limited purposes. It cannot be used for emergencies or time sensitive matters. It should be used with caution. It should not be used to communicate highly sensitive medical information, such as treatment for or information related to HIV/AIDS, sexually transmitted diseases, or addiction treatment (alcohol, drug dependence, etc.) If there is other information that you don't want transmitted via online communications, you must tell me.
- I will make every attempt to respond within the timeframe I have designated. However, there may be times when this is not feasible, and you understand and agree to accept variations in response times and use other forms of communications with my office and me if online responses are not satisfactory to you. 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.

- While I will take reasonable precautions to protect your information, I am not liable for improper disclosure of confidential information unless it was caused by my intentional misconduct.
- Follow-up is your responsibility. You are responsible for scheduling any necessary appointments and for determining if an unanswered online communication wasn't received.
- You are responsible for taking steps to protect yourself from unauthorized use of online communications, such as keeping your password confidential. I am not responsible for breaches of confidentiality caused by you or an independent third party.
- I will not engage in any illegal online communication, including illegally practicing medicine across state lines.

**Access to Online Communications**

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

- Online communication does not decrease or diminish any other ways in which you can communicate or see me. It is an additional option and not a replacement. You are encouraged to contact my office via telephone, mail or in person, as always, if you have any questions or needs.
- I alone will decide which medical topics are appropriate for online communications and with whom I communicate online.
- I may stop providing online communications with you or change my online services provided 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 communication 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 exist on a computer or in cyberspace, even after both of us have deleted our copies.
- Online communication is not private simply because it relates to your own medical information. I use a secure network to avoid using standard email or email 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 the communication of online communications between my physician and me, and consent to the conditions outlined herein. In addition, I agree to the instructions outline herein, as well as any other instructions that my physician may impose to communicate with patient 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. My questions have been answered and I understand and concur with the information provided in the answers.

**Patient Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_