

Online Communications Informed Consent

(For Doctor only)

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Online Communications Informed Consent

For Online Communications with: (Dr.'s Name)

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 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 and 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.





8. **Online Consultation vs. Online Diagnosis and Treatment.** Health care clinicians should attempt to distinguish between online consultation related to pre-existing conditions, ongoing treatment, follow-on question related to previously-discussed conditions etc., and new diagnosis and treatment addressed solely online. New diagnosis and treatment of conditions, solely online, may increase liability exposure.

Personal Health Records

Personal health records (PHR), electronic storage and exchange of patient information, and electronic patient education and care management have the potential to improve care quality and efficiency. These PHR and related information technology services are now being promoted by the government, health plans, employers, patient advocacy groups and others.

However, the technology of PHRs and other patient-specific information technology services introduce special concerns and risks:

- 1. Changes to Patient Data. Patients should be advised that having or updating information contained in a PHR is NOT a substitute for bringing the information to the attention of the clinician in a traditional format (i.e. in-person, via telephone, etc.) Clinicians who provide a PHR service for their patients should include a specific condition in their Terms of Service that remind patients that a PHR is NOT a substitute for proactive patient-clinician communications.
- 2. Data Access. Patient information stored in a PHR, or electronic patient education or patient outreach from clinicians, is subject to HIPAA and other security and privacy standards. Clinicians who have access to PHR and other patient-specific clinical information and services should fulfill all applicable security and privacy regulations.
- 3. Patient Education and Care Management. Health care clinicians are responsible for the information that they provide or make available to their patients online. Information that is provided via a PHR, automated patient education programs or care management services should come either directly from the health care clinician or from a recognized, credible and authoritative source.

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Guidelines for Online Communications and Consultations eRisk Working Group in Healthcare

