



E-MAIL CONSENT FORM

1. RISK OF USING E-MAIL

The SLP Clinic at Widener University offers clients the opportunity to communicate by e-mail. Transmitting client information by e-mail, however, has a number of risks that clients should consider before using e-mail. These include, but are not limited to, the following risks:

- E-mail can be circulated, forwarded, and stored in numerous paper and electronic files.
- E-mail can be immediately broadcast worldwide and be received by many intended and unintended recipients.
- E-mail senders can easily misaddress an e-mail.
- E-mail is easier to falsify than handwritten or signed documents.
- Backup copies of e-mail 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 e-mails.
- E-mail can be intercepted, altered, forwarded, or used without authorization or detection.
- E-mail can be used to introduce viruses into computer systems.
- E-mail can be used as evidence in court.

2. CONDITIONS FOR THE USE OF E-MAIL

The SLP CLINIC will use reasonable means to protect the security and confidentiality of e-mail information sent and received. However, because of the Risks outlined above, the SLP CLINIC cannot guarantee the security and confidentiality of e-mail communication, and will not be liable for improper use and/or disclosure of confidential information (including Protected Health Information that is the subject of the federal Health Insurance Portability and Accountability Act of 1996) that is not caused by the SLP CLINIC's intentional misconduct. Thus, clients must consent to the use of e-mail for client information. Consent to the use of e-mail includes agreement with the following Conditions:

- All e-mails to or from the client concerning diagnosis or treatment will be printed out and made part of the client's record. Because they are a part of the client's record, other individuals authorized to access the record, such as staff and billing personnel, will have access to those e-mails.
- The SLP CLINIC may forward e-mails internally to the SLP CLINIC's staff and agents as necessary for diagnosis, treatment, reimbursement, and other handling. The SLP CLINIC will not, however, forward e-mail to independent third parties without the client's prior written consent, except as required by law.
- Although the SLP CLINIC will endeavor to read and respond promptly to an e-mail from the client, the SLP CLINIC cannot guarantee that any particular e-mail will be read and responded to within any particular period of time. Thus, the client shall not use e-mail for emergencies or other time-sensitive matters, including cancellations and schedule changes within 48 hours.
- If the client's e-mail requires or invites a response from the SLP CLINIC, and the client has not received a response within a reasonable time period, it is the client's responsibility to follow up to determine whether the intended recipient received the e-mail and when the recipient will respond.
- The client is responsible for informing the SLP CLINIC of any type of information the client does not want to be sent by e-mail.
- The client is responsible for protecting his/her password or other means of access to e-mail. The SLP CLINIC is not liable for breaches of confidentiality caused by the client or any third party.
- The SLP CLINIC shall not engage in e-mail communication that is unlawful.
- It is the client's responsibility to follow up and/or schedule an appointment if warranted.

3. INSTRUCTIONS

To communicate by e-mail, the client shall:

- a. Limit or avoid use of his/her employer's computer or other public computers.

- b. Inform the SLP CLINIC of changes in his/her e-mail address.
- c. Put the client's initials in the body of the e-mail.
- d. Include the category of the communication in the e-mail's subject line, for routing purposes (e.g., billing question).
- e. Review the e-mail to make sure it is clear and that all relevant information is provided before sending to the SLP CLINIC.
- f. Inform the SLP CLINIC that the client received an e-mail from the SLP CLINIC.
- g. Take precautions to preserve the confidentiality of e-mails, such as using screen savers and safeguarding his/her computer password.
- h. Withdraw consent only by e-mail or written communication to the SLP CLINIC.
- i. Contact the SLP CLINIC via phone (212) 678-3409 with any unanswered questions before communicating with the SLP CLINIC via e-mail.

4. CLIENT ACKNOWLEDGMENT AND AGREEMENT

The names and e-mail addresses listed remain in effect until termination of services at the SLP CLINIC. In the event that changes are made a new consent form must be completed.

I acknowledge that I have read and fully understand the information the SLP CLINIC has provided me regarding the Risks of using e-mail. I understand the Risks associated with the communication of e-mail between the SLP CLINIC and me, and consent to the Conditions outlined on the previous page. In addition, I agree to the Instructions outlined, as well as any other Instructions that the SLP CLINIC may impose regarding e-mail communications.

I give permission for the SLP CLINIC to communicate by email with the following individuals:

| | |
|-------------|----------------------|
| _____ | _____ |
| Name | Email address |
| _____ | _____ |
| Name | Email address |
| _____ | _____ |
| Name | Email address |

By signing this contract, I indicate that I have read this document and understand the contents.

| | | |
|------------------|-------------------|-------------|
| Signature | Print Name | Date |
|------------------|-------------------|-------------|

My signature below indicates that I DO NOT give e-mail consent and information WILL NOT be exchanged through e-mail.

| | | |
|------------------|-------------------|-------------|
| Signature | Print Name | Date |
|------------------|-------------------|-------------|