

### Consent to Treat

Definitions:

The following defined terms are utilized throughout the following document:

Practice – Hamilton Mill Oral and Facial Surgery is referred to herein as the “Practice”

When the document refers to either the “Practice” it is referring to the entity defined above.

I hereby request care by the Practice, which includes but is not limited to physicians, assistants, and administrative support personnel. I may withdraw my permission at any time without fear of it compromising my decision to return to care at a later time (unless I have been discharged from the practice).

X \_\_\_\_\_ Date \_\_\_\_\_

### Consent to Communicate

During the course of treatment at the Practice, physicians, assistants or administrative staff may have reason to call with information about test results and instructions regarding ongoing care, as well as financial aspects of my treatment. I understand that I have the right to modify or rescind my authorization at any time. I certify that each number below is a private and direct number. I hereby grant my permission for Hamilton Mill Oral and Facial Surgery staff to leave a voice mail message, which may include protected health information at the phone numbers I have provided in the event I cannot be reached.

I also grant permission for the Practice to discuss information regarding my care and financial matters with my spouse or partner.

X \_\_\_\_\_ Date \_\_\_\_\_

Spouse or Partner's Name: \_\_\_\_\_

### Consent to Receive Text Messages

On occasion, Hamilton Mill Oral and Facial Surgery will send appointment reminders via text messaging. Text messages will not be sent without your permission and your participation is not mandatory. You may revoke your consent and opt out of text messaging at any time. Normal rates and charges will be applied as per your agreement with your cell phone carrier. I give my permission for text message appointment reminders to be sent to my cellphone.

X \_\_\_\_\_ Date \_\_\_\_\_

Mobile number capable of receiving text messages: \_\_\_\_\_

### Consent to use “Electronic Records”

I acknowledge and agree that the Practice may convert some or all of my medical records into electronic format and thereafter maintain such medical records only in electronic format. I also acknowledge and agree that Consents (together with my signatures on all such Consents) that are obtained from me may be maintained by the Practice in electronic format. For purposes of obtaining my consent (under O.C.G.A. §10-12-4), I hereby consent to being required by the Practice to receive, recognize, accept, be bound by, and/or otherwise use electronic records and signatures as described herein. I hereby agree that such medical records and Consents and signatures of mine in electronic format are valid and will have the same validity as the hard paper copy thereof. Likewise, facsimiles or scanned images of any signed documents or consents shall have the same validity as the original. I acknowledge that I have carefully reviewed this Consent and understand its content.

X \_\_\_\_\_ Date \_\_\_\_\_

### Consent to use e-mail

The Practice may provide you the opportunity to communicate in certain circumstances with certain healthcare providers and administrative services by e-mail. Transmitting confidential patient information by e-mail, however, has a number of risks, both general and specific, that you should consider before using e-mail.

Risks

Among the 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.
- Recipients can forward e-mail messages to other recipients without the original sender's permission or knowledge.
- Users 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 transmitted through their systems.

- E-mail can be used to introduce viruses into computer systems.
- E-mail can be used as evidence in court.
- E-mail containing information pertaining to your diagnosis and/or treatment must be included in your medical records here at the Practice. Thus, all individuals who have access to your medical record will have access to the e-mail messages.
- If you send or receive e-mail from your place of employment, you risk having your employer read their e-mail. Your employers or others, such as insurance companies, may read your e-mail and learn of medical treatment, particularly mental health, sexually transmitted diseases, or alcohol and drug abuse information.
- You cannot be sure how soon the Practice will respond to your e-mail. Although the Practice will endeavor to read and respond to e-mail promptly, we cannot guarantee that any particular e-mail message will be read and responded to within any particular period of time. Thus, patients should not use e-mail in a medical emergency.

**Our Policy**

The Practice will make all e-mail messages sent or received that concern your diagnosis or treatment part of your medical record, and will treat such email messages with the same degree of confidentiality as afforded other portions of the medical record. The Practice will use reasonable means to protect the security and confidentiality of e-mail information. Because of the risks outlined above, we cannot, however, guarantee the security and confidentiality of e-mail communication, and will not be liable for improper disclosure of confidential information that is not caused by the Practice intentional misconduct. Thus, you must consent to the use of e-mail for confidential medical information after having been informed of the above risks. Consent to the use of e-mail includes agreement with the following conditions:

- The Practice may send (either directly or through a third party e-mail service) unsecured/unencrypted e-mails to you to confirm appointments. These e-mails contain your e-mail address, as well as the date, time, and location of your appointment.
- The Practice or the Lab may send (using a secured/encrypted third party service) e-mail providing normal lab results.
- All e-mails to or from you concerning diagnosis and/or treatment will be made a part of your medical record. As a part of the medical record, other individuals, such as other physicians, assistants, staff counselors, patient accounts personnel, and the like, and other entities, such as other health care providers and insurers, will have access to e-mail messages contained in medical record.
- The Practice may forward e-mail messages internally to its staff or externally to its agents for diagnosis, treatment, reimbursement and other handling. The Practice will not, however, forward the e-mail outside to independent third parties without your prior written consent, except as authorized or required by law.
- The Practice may send you e-mail to provide updates or other notifications regarding your clinical care as well as financial matters.
- If you send an e-mail to the Practice, we will endeavor to read the e-mail promptly and respond promptly, if warranted. However, the Practice can provide no assurance that the recipient of a particular e-mail will read the e-mail message promptly. Because we cannot assure you that we will read e-mail messages promptly, do not use e-mail for situations, questions or conditions where a timely response is needed for diagnostic or treatment purposes or where time is of the essence, including, but not limited to a medical emergency.
- If your e-mail requires or invites a response from us, and you do not respond within a reasonable time, you are responsible for following up to determine whether the intended recipient received the e-mail and when the recipient will respond.
- Do not use e-mail for communications concerning diagnosis or treatment of AIDS/HIV infection; other sexually transmissible or communicable diseases, such as syphilis, gonorrhea, herpes, and the like; mental health or developmental disability; or alcohol and drug abuse.
- Because employees do not have a right of privacy in their employer's e-mail system, do not use your employer's e-mail system to transmit or receive confidential medical information.
- The Practice cannot guarantee that electronic communications will be private. The Practice is not liable for improper disclosure of confidential information not caused by the Practice's gross negligence or wanton misconduct.
- You are responsible for protecting your password or other means of access to e-mail sent to or received from the Practice to protect confidentiality. The Practice is not liable for breaches of confidentiality caused by you or any third party.
- It is your responsibility to follow up and/or schedule an appointment if warranted.
- Any use of e-mail by you that discusses diagnosis or treatment constitutes informed consent to the foregoing.
- Any use of email by you constitutes informed consent regarding this matter. Your signature on this consent acknowledges and accepts these risks and gives the Practice permission to communicate via e-mail.
- You may withdraw consent to the use of e-mail at any time by e-mail or written communication to the Practice, Attention: Hamilton Mill Oral and Facial Surgery.

Authorized                       Declined

I hereby grant permission for the Practice and staff to contact me by email. I have read and fully understand this consent form.

X \_\_\_\_\_ Date \_\_\_\_\_

Email Address: \_\_\_\_\_