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**AGREEMENT ON THE USE OF ELECTRONIC MAIL
FOR PATIENT COMMUNICATIONS**

This Agreement on the Use of Electronic Mail for Patient Communications (“Agreement”) is entered into as of this ___ day of _____, 200__ between Kids Care Pediatric Associates, P.C. (the “Practice”) and _____, an individual patient of the Practice (the “Patient”).

RECITALS

WHEREAS, the Practice and Patient believe that the use of e-mail will enhance communications between Patient, the Practice and the Practice’s clinical providers (“Providers”) regarding Patient’s care and treatment, and may also serve to expedite administrative matters related to health care services rendered to Patient;

WHEREAS, Patient has a confidential Practice-patient relationship with one or more Practice physicians and has been previously examined at the Practice; and

WHEREAS, the Practice and Patient wish to set forth in writing their understanding regarding the use of e-mail communications, in order to establish clear guidelines for the use of such communications.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the ongoing medical services rendered to Patient by the Practice, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Use of E-mail Communications. Patient agrees and understands that Patient may use e-mail to communicate with Providers regarding Patient’s care and treatment, and with the Practice regarding certain administrative matters arising from health care services rendered to Patient. Patient shall not use e-mail to communicate with Providers and shall use other means of communication (e.g., telephone, personal visit) for:

- (a) Emergencies or other time-sensitive issues;
- (b) Inquiries which deal with sensitive information; and
- (c) Situations in which a Provider’s or the Practice’ does not respond to your email.

The Practice and Providers shall make a reasonable attempt to return all e-mail messages received within two (2) business days. Notwithstanding the foregoing,

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the Patient does not receive a response by the close of business on the second business day following the Patient's e-mail message; the Patient agrees to use other means of communication to contact the Practice or Provider. Similarly, the Patient agrees that the Practice and Providers may use their reasonable professional judgment to determine whether any response by e-mail is appropriate or practical, and request that the Patient either speak with the Practice or Provider by telephone or make an appointment for an in-person visit.

2. Composing E-mail Messages. When composing e-mail messages to Providers, the Patient shall:

(a) Write concisely.

(b) Include the Patient's full name **[and patient identification number]** in the subject line, and a brief description of the nature of the request (e.g., "prescription refill", "medical advice", "billing question").

(c) Keep copies of e-mail messages sent and received.

(d) When requested by Provider, send a reply to Provider to acknowledge receipt and review of e-mail message from Provider.

3. Access to the Patient's E-mail Communications. By entering into this Agreement, the Patient understands and acknowledges that it may be necessary for Providers other than the Provider to whom the message is addressed to access e-mail messages sent by the Patient to the Provider, in order to help Provider organize and respond to e-mail messages received from patient, to cover for Provider if Provider is not available, and, in some cases, to assist in generating a response. The Patient hereby authorizes any Provider of the Practice to access the Patient e-mail messages. Further, the Practice may use non-clinical personnel to organize and respond to e-mail messages regarding billing or other administrative matters. The Patient hereby authorizes non-clinical personnel of the Practice to access e-mail messages sent to Providers or Practice, which include inquiries related to administrative matters.

4. No Liability. The Patient agrees that e-mail communications with the Practice and any Provider is offered as a convenience to the Patient, and the Patient shall not hold the Practice or Provider responsible for any expense, loss, or damage caused by, or resulting from: (i) a delay in Practice's or Provider's response to the Patient, or any damage to the Patient resulting from such delay, due to technical failures, including, but not limited to, technical failures attributable to the Practice's internet service provider, power outages, failure of the Practice's electronic messaging software, failure by Practice, Providers or the Patient to properly address e-mail messages, failure of the Practice's computers

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or computer network, or faulty telephone or cable data transmission; (ii) any interception of the Patient's, Providers', or Practice's e-mail communications by a third party; or (iii) the Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in Section 1, above.

5. Confidentiality. The Practice and Providers shall exercise reasonable efforts to ensure the confidentiality of the Patient e-mail communications, however, the Patient understands that e-mail communications to the Practice are not secure, and there is therefore some possibility that the confidentiality of such communications will be breached by a third party.

Communication regarding highly confidential medical matters should therefore be reserved for other forms of communication (e.g., telephone, personal visit). If the Patient accesses the Practice through an employer's e-mail system, the Patient should be aware that an employer has the right to review any e-mail communications transmitted through the employer's e-mail system.

6. Archiving. The Practice may keep copies of e-mail messages that the Patient sends to Providers or the Practice, and may include such messages in the Patient's medical record.

7. Termination. This Agreement may be terminated by the Practice if the Practice determines that the Patient has failed to comply with its provisions. Upon Termination of this Agreement, the Practice will no longer respond to the patient's e-mail communications in the regular course of providing services to the patient. However, the Practice shall reserve the right to respond to any email communications from the patient, if the Practice determines that such a response is appropriate or practical

8. Miscellaneous. This Agreement shall constitute the entire understanding between the parties with respect to e-mail communications, and shall supersede any prior understanding or agreement between the parties, whether oral or written. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York. The Practice may assign this Agreement to a successor to all or substantially all of the stock or assets of the Practice.

IN WITNESS WHEREOF, this Agreement has been executed by the Practice and the Patient as of the day and year first written above.

PRACTICE

PATIENT:

By: _____

Name:

[Print Patient's Name]