



--a division of Allied Pediatrics  
of New York, PLLC

**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 \_\_\_\_\_, 20 \_\_\_ between Allied Pediatrics of New York, P.L.L.C. (the “Practice”) and \_\_\_\_\_, an individual patient of the Practice (the “Patient”).

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. 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 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. If 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.

Composing E-mail Messages. When composing e-mail messages to Providers, the Patient shall: (a) write concisely; (b) include the Patient’s full name 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; and (d) when requested by Provider, send a reply to Provider to acknowledge receipt and review of e-mail message from Provider.

Access to the Patient’s E-mail Communications. The Patient understands 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. The Patient hereby authorizes any Provider of the Practice to access the Patient e-mail messages. Further, 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.

No Liability. 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; (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.

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.

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.

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.

This Agreement has been executed by the Practice and the Patient as of the day and year above.

PRACTICE

PATIENT:

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
[Print Patient’s Name]

\_\_\_\_\_  
Parent/Guardian/Patient Signature