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 on this _____ day of _____, 20_____ between Atlantic Health System ("AHS") and _____, an individual patient ("Patient") of AHS.

RECITALS

WHEREAS, AHS and Patient believe that the use of electronic mail ("e-mail") will enhance communications between Patient, AHS and AHS' 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 Hospital-patient relationship with one or more AHS hospital medical staff members or Providers and has been previously examined at AHS; and

WHEREAS, AHS 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 AHS, 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 AHS 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 AHS' response is delayed.

AHS and Providers shall make a reasonable attempt to return all e-mail messages received within two (2) business days. Notwithstanding the foregoing, if Patient does not receive a response by the close of business on the second business day following Patient's e-mail message, Patient agrees to use other means of communication to contact AHS or Provider. Similarly, Patient agrees that AHS and Providers may use their reasonable professional judgment to determine whether any response by e-mail is appropriate or practical, and request that Patient either speak with AHS 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, Patient shall:

(a) write concisely;
(b) include 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; and
(d) when requested by Provider, send a reply to the Provider to acknowledge receipt and review of e-mail message from Provider.

3. Access to Patient's E-mail Communications. By entering into this Agreement, 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 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. Patient hereby authorizes any Provider of AHS to access Patient e-mail messages. Further, AHS may use non-clinical personnel to organize and respond to e-mail messages regarding billing or other administrative matters. Patient hereby authorizes non-clinical personnel of AHS to access e-mail messages sent to Providers or AHS which include inquiries related to administrative matters.

4. No Liability. Patient agrees that e-mail communications with AHS and any Provider is offered as a convenience to Patient, and Patient shall not hold AHS or Provider responsible for any expense, loss, or damage caused by, or resulting from:

(a) a delay in AHS' or Provider's response to Patient, or any damage to Patient resulting from such delay, due to technical failures, including, but not limited to, technical failures attributable to AHS' internet service provider, power outages, failure of AHS' electronic messaging software, failure by AHS, Providers or Patient to properly address e-mail messages, failure of AHS' computers or computer network, or faulty telephone or cable data transmission;

(b) any interception of Patient's, Providers', or AHS' e-mail communications by a third party; or

(c) Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in Section 1, above.

5. <u>Confidentiality</u>. AHS and Providers shall exercise reasonable efforts to ensure the confidentiality of Patient e-mail communications. However, Patient understands that e-mail communications to AHS or Providers 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 Patient accesses AHS through an employer's or other third party's e-mail system, Patient should be aware that an employer or other third party may have the right to review any e-mail communications transmitted through the employer's e-mail system.

6. <u>Archiving</u>. AHS may keep copies of e-mail messages that Patient sends to Providers or AHS, and may include such messages in patient's medical record.

7. <u>Miscellaneous</u>. 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 Jersey. AHS may assign this agreement to a successor of AHS.

IN WITNESS WHEREOF, this Agreement has been executed by AHS and Patient on the day and year first above written.

AHS _____

Patient's printed name

By:_____ _____

Patient's signature