

**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 Kewaunee County and \_\_\_\_\_, an individual patient of Kewaunee County (the "Patient").

**RECITALS**

WHEREAS, Kewaunee County and Patient believe that the use of e-mail will enhance communications between the Patient and Kewaunee County 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 relationship with one or more staff members or Kewaunee County and has been previously examined at Kewaunee County; and

WHEREAS, Kewaunee County 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 Kewaunee County, 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 Kewaunee County staff regarding Patient's care and treatment, and with Kewaunee County staff regarding certain administrative matters arising from health care services rendered to Patient. Patient shall not use e-mail to communicate with Kewaunee County 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 Kewaunee County Human Services response is delayed.

Kewaunee County 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 Kewaunee County. Similarly, Patient agrees that Kewaunee County staff 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 Kewaunee County staff by telephone or make an appointment for an in-person visit.

2. Composing E-mail Messages. When composing e-mail messages to Kewaunee County, 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.

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

3. Access to Patient's E-mail Communications. By entering into this Agreement, Patient understands and acknowledges that it may be necessary for Kewaunee County staff, other than to whom the message is addressed to access e-mail messages sent by Patient to Kewaunee County, in order to help Kewaunee County organize and respond to e-mail messages received from patient, to cover for Kewaunee County staff if specific staff person is not available, and, in some cases, to assist in generating a response. **Patient hereby authorizes any staff member of Kewaunee County to access Patient e-mail messages.** Further, Kewaunee County 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 Kewaunee County to access e-mail messages sent Kewaunee County which include inquiries related to administrative matters.

4. No Liability. Patient agrees that e-mail communications with Kewaunee County is offered as a convenience to Patient, and Patient shall not hold Kewaunee County responsible for any expense, loss, or damage caused by, or resulting from: (i) a delay in Kewaunee County '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 Kewaunee County 's internet service provider, power outages, failure of Kewaunee County's electronic messaging software, failure by Kewaunee County or Patient to properly address e-mail messages, failure of Kewaunee County 's computers or computer network, or faulty telephone or cable data transmission; (ii) any interception of Patient's, or Kewaunee County's e-mail communications by a third party; or (iii) Patient's failure to comply with the guidelines regarding use of e-mail communications set forth in Section 1, above.

5. Confidentiality. Kewaunee County shall ensure the confidentiality of Patient e-mail communications, however, Patient understands that e-mail communications to Kewaunee County 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 Kewaunee County through an employer's e-mail system, 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. Kewaunee County may keep copies of e-mail messages that Patient

sends to Kewaunee County, and may include such messages in patient's medical record.

7. Termination. This Agreement may be terminated by Kewaunee County if Kewaunee County determines that the Patient has failed to comply with its provisions. Upon Termination of this Agreement, Kewaunee County will no longer respond to the patient's e-mail communications in the regular course of providing services to the patient. However, Kewaunee County shall reserve the right to respond to any e-mail communications from the patient, if Kewaunee County 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 jurisdiction. **Kewaunee County may assign this agreement to a successor to all or substantially all of the stock or assets of Kewaunee County.**

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

ORGANIZATION:

PATIENT:

By \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
**[Print Patient's Name]**