



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

Agreement on the Use of Electronic Mail for Patient communications between

Lisa A. Brone, MD and \_\_\_\_\_

I. Use of E-Mail Communications. I agree and understand that I may use e-mail to communicate with my physician regarding my care and treatment, and with All Sports Medicine of Boulder staff regarding certain administrative matters arising from health care services rendered to me. **I will not use e-mail to communicate with my physician and will 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 response is delayed

My physician will make a reasonable attempt to return all e-mail messages received within two business days. However, if I do not receive a response by the close of business on the second business day following my e-mail message, I agree to use other means of communication to contact my physician. Similarly, I agree that my physician may use his/her reasonable professional judgment to determine whether any response by e-mail is appropriate or practical, and request that I either speak with my physician by telephone or make an appointment for an in-person visit.

II. Composing E-mail messages. When composing e-mail messages to my physician, I will:

- d. write concisely;
- e. include my 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 ;")**
- f. keep copies of e-mail messages sent and received;
- g. when requested by my physician, send a reply to acknowledge receipt and review of e-mail message from my physician.

III. Access to Patient's Communications. By entering into this agreement, I understand and acknowledge that it may be necessary for All Sports Medicine of Boulder staff, other than to whom the message is addressed to access e-mail messages sent by me to my physician, in order to help my physician organize and respond to e-mail messages received from me, to cover for my physician if he/she is not available and, in some cases, to assist in generating a response. I hereby authorize any staff member of All Sports Medicine of Boulder to access my e-mail messages. Further, my physician may use non-clinical personnel to organize and respond to e-mail messages regarding billing or other administrative matters. **I hereby authorize nonclinical personnel of All Sports Medicine of Boulder or Clinic Services Corporation for billing concerns to access e-mail messages sent to my physician which include inquiries related to administrative matters.**

IV. No Liability. I agree that e-mail communication with my physician is offered as a convenience to me, and I will not hold my physician responsible for any expense, loss or damage caused by, or resulting from: (i) a delay in my physician’s response to me, or any damage to me resulting from my physician’s Internet service provider, power outages, failure of All Sports Medicine of Boulder’s electronic messaging software, failure by my physician or me to properly address e-mail messages, failure of All Sports Medicine of Boulder’s computers or computer network or faulty telephone or cable data transmission; (ii) any interception of e-mail communications between me and my physician by a third party or (iii) my failure to comply with the guidelines regarding use of e-mail communications set forth in Section 1, above.

V. Confidentiality. My physician will ensure the confidentiality of my e-mail communications; however, I understand that e-mail communication to my physician are not secure, and there is therefore some possibility that the confidentiality of such communications will be breached by a third party. I am also aware that the confidentiality of my e-mail communications with my physician may be breached if I use an employer-provider computer for such communications, as an employer has the right to review any e-mail communication transmitted through the employer’s e-mail system. **Communication regarding highly confidential medical matters should therefore be reserved for other forms of communication (e.g. telephone, personal visit.)**

VI. Archiving. All Sports Medicine of Boulder may keep copies of e-mail messages that I send to my physician and may include such messages in my medical record.

VII. Termination. This agreement may be terminated by my physician if he/she determines that I have failed to comply with the provisions specified in this agreement. Upon termination of this agreement, my physician will no longer respond to my e-mail communications in the regular course of providing services. However, my physician will reserve the right to respond to any e-mail communication from me, if my physician determines that such a response is appropriate or practical.

VIII. Charges associated with e-mails. Most of the time, when you e-mail your physician at All Sports Medicine of Boulder after you have been seen for a problem, you are not going to incur a charge. If you e-mail your physician with a new problem, a problem you have not previously been seen for in the office, and this does not result in an office visit at All Sports Medicine of Boulder, you may receive a charge associated with the e-mail(s). If you e-mail your physician at All Sports Medicine of Boulder to discuss a new problem and this results in an office visit to discuss the problem in-person within the following two weeks, you will not be charged for the e-mail.

IX. Miscellaneous. This agreement will constitute the entire understanding between the parties with respect to e-mail communications, and will supersede any prior understanding or agreement between the parties, whether oral or written.

ORGANIZATION: All Sports Medicine of Boulder    PATIENT: \_\_\_\_\_

By \_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
Patient Signature