

Client Email/Texting Informed Consent Form

Risk of using email/texting:

The transmission of client information by email and/or texting has several risks that clients should consider prior to the use of email and/or texting. These include, but are not limited to, the following risks:

1. Email and texts can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
2. Email and text senders can easily misaddress an email or text and send the information to an undesired recipient.
3. Backup copies of emails and texts may exist even after the sender and/or the recipient has deleted his or her copy.
4. Employers and on-line services have a right to inspect emails sent through their company systems.
5. Emails and texts can be intercepted, altered, forwarded, or used without authorization or detection.
6. Email and texts can be used as evidence in court.
7. Emails and texts may not be secure and therefore it is possible that a third party may breach the confidentiality of such communications.
8. Encrypted messages are the most protective form of communication; however, I do not presently use an encryption program.
9. My computer and cell phone are password protected.

Conditions for the use of email and texts:

Counselor cannot guarantee but will use reasonable means to maintain security and confidentiality of email and text information sent and received. Counselor is not liable for improper disclosure of confidential information that is not caused by counselor's intentional misconduct. Clients/Parent's/Legal Guardians must acknowledge and consent to the following conditions:

1. Email and texting are not appropriate for urgent or emergency situations. Provider cannot guarantee that any email and/or text will be read and responded to within any period.
2. Email and texts should be concise. The client/parent/legal guardian should call and/or schedule an appointment to discuss complex and/or sensitive situations.
3. Therapeutic communication through email should be kept at a minimum. Please call to schedule an appointment.
4. All email will usually be printed and filed into the client's medical record. Texts may be printed and filed as well.
5. Provider will not forward client's/parent's/legal guardian's identifiable emails and/or texts, except for office clinicians and staff, without the client's/parent's/legal guardian's written consent, except as authorized by law.
6. Clients/parents/legal guardians should not use email or texts for communication of sensitive medical information.
7. Provider is not liable for breaches of confidentiality caused by the client or any third party.
8. Email and text communication to change or schedule an appointment is acceptable. However, it is the client's/parent's/legal guardian's responsibility to follow up by phone if patient did not receive a response within 48 hours.
9. If above mentioned guidelines are not adhered to, counselor will terminate the email/text relationship, as necessary.

Client Acknowledgement and Agreement:

I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of email and/or texts between my counselor and me, and consent to the conditions and instructions outlined, as well as any other instructions that my counselor may impose to communicate with me by email or text.

Client's Name (14 yrs. and older)

Date

Client's Signature

If client is under the age of 18, Parent must sign:

Parent's/Legal Guardian's Name

Date

Parent's/Legal Guardian's Signature