

## **Risks of Using Text and Email Communications**

The transmission of client information by email and/or texting has a number of 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 the confidentiality of such communications may be breached by a third party.

## Conditions for the Use of Emails and Texts

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

1. Email and texting is not appropriate for urgent or emergency situations. Provider cannot guarantee that any particular email and/or text will be read and responded to within any particular period of time.
2. Email and texts should be concise. The client/parent/legal guardian should not call and/or schedule an appointment to discuss complex and/or sensitive situations.
3. All emails will usually be printed and filed into the client's medical record. Texts may be printed and filed as well.
4. Provider will not forward client's/parent's/legal guardian's written consent, except as authorized by law.
5. Clients/parents/legal guardians should not use email or texts for communication of sensitive medical information.
6. Provider is not liable for breaches of confidentiality caused by the client or any third party.
7. It is the client's/parent's/legal guardian's responsibility to follow up and/or schedule an appointment if warranted.

# 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 therapist and me, and consent to the conditions outlined, as well as any other instructions that my therapist may impose to communicate with me by email or text.

## Client Name \*

First Name      Middle Name      Last Name

## Client Signature

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## Date \*

Month   Day   Year

## Parent/Guardian Name

First Name      Middle Name      Last Name

## Parent/Guardian Signature

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## Date

Month   Day   Year

## Provider Name

First Name      Last Name

## Provider Signature

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