



Consent to Use Electronic Communication

Risks to confidentiality and privacy: The provider cannot ensure the confidentiality of any form of communication through electronic media or guarantee absolute protection from unauthorized attempts to access, use, or disclose personal information exchanged electronically. Email, e-faxes, and texts, may be sent erroneously to the wrong address. Backup copies of emails and texts may exist even after the sender and/or recipient has deleted the correspondence. Employers and online services have a right to inspect emails sent through their company systems. Email and texts can be used as evidence in court.

I _____ have been advised of the use of the following:

The mental health professional's computer/devices:

1. The clinician's laptop is equipped with a firewall, a virus protection, HIPAA-compliant software and password.
2. The provider backs up confidential client information from the laptop onto an encrypted hard-drive.
3. The therapist's cell phone and tablet send unencrypted emails and texts.

Texting and email:

1. Email/texting communication may be used by the mental health provider and the client for the purpose of expediting scheduling/administrative matters. The client understands that if s/he uses email or text to make or request scheduling changes, it is his/her responsibility to confirm that the provider has received the communication more than 24 hours before the appointment time being changed.
2. The client will not include therapeutic content via email or text. This includes information about current or past symptoms, conditions, or treatment, as well as identifying information such as social security numbers or insurance identification information. This also includes the communication of suicidal or homicidal plans or ideation, medical emergencies, medication side-effects, crisis events, or symptoms that are rapidly deteriorating. In any of these or other emergencies, the client will call 911, use a crisis or suicide hotline, and/or go to the nearest hospital room.
3. "Text-speak" (e.g. emoticons, "k," "omg") will not be used. This is to minimize the chances of miscommunications or misinterpretations.
4. The provider will respond to scheduling/administrative texts or emails in a timely manner, but cannot guarantee instant responses. The practitioner will not respond to texts that contain clinical questions or comments.
5. The health care professional will provide an automated response indicating that the email or text has been received. If the provider determines that email or text is an appropriate response medium, the clinician will respond via email or text. If the client's question or comment merits a fuller discussion, that discussion will occur in the next live session.
6. If a text, email or other form of communication is vague and the provider seeks clarification, s/he will call the client by phone and discuss the issue in the next live session.
7. The client understands that texting, emailing, or other digital forms of communication do not take the place of live sessions, with the exception of pre-scheduled telemedicine sessions.
8. The U.S. Department of Health and Human Services Office for Civil Rights (OCR), which administers and enforces compliance with HIPAA Privacy and Security Rules, recognizes that there may be instances when a client refuses to receive their e-PHI in the recommended encrypted format or may be unable to access it when encrypted. In such cases:
 - a. Clinicians are not expected to educate clients about encryption technology.
 - b. Clinicians ARE expected to caution clients about the risk that information could be accessed by a third-party when encryption is not used.



Mind Body and Soul Therapy

- c. If a client was warned about the security risk to unencrypted email use, and still opts to use it, the clinician should comply with OCR guidance by documenting the warning as it was stated to the client in the clinical record.
9. The mental health professional will print out and store all forms of communication in a client's file. If records are accessed by the client or a court orders their release, all digital communications will be disclosed.
10. The client is aware of the risks of sending information through an employer, retailer, non-secure WiFi, or other online public network (e.g. library, school, etc.) and refrains from communications to the mental health provider in these networks.
11. With the agreement of the client, the therapist may e-mail information about internet or other resources that can be used as part of treatment.
12. The provider will not forward client emails and/or texts to third parties without the client's written release authorization, except as authorized by law.
13. The client should be informed ahead of time of fees for e-mails or texts, and if/when they apply.

Social Networking

1. The mental health professional does not accept a friend or contact request from current or former clients on any social networking site (Facebook, LinkedIn, etc.). If the provider sees a request on a social networking page, there will be no response either online or in session.

Searches

1. The clinician does not search for information about clients with search engines, on dating websites, etc.
2. If the client conducts a search on the mental health provider and has questions or concerns about what is found, the client will address the subject in session.

If a Breach of Confidentiality Occurs

1. The mental health professional is not liable for breaches of confidentiality caused by the client or any third party.
2. The provider is not liable for unauthorized disclosures of confidential client information that is not caused by intentional misconduct.
3. The practitioner will inform the client as soon as a breach is known and take remedial actions.

I _____ have been advised and understand that the use of email, cell phone texting, social networking and other forms of technology in psychotherapy may not be secure and contain risks to my confidentiality. If I consent to the use of electronic communication, I also consent to the public connection of my name with the use of therapeutic services. I may withdraw permission for the mental health professional to use email or text, and must do so in writing.

Client Name: _____ Date: _____

Signature: _____

Therapist Signature: _____