

CLARITY COUNSELING SERVICES

EMAIL AND TEXT MESSAGE CONSENT FORM

CLIENT INFORMATION

Full Name:

Address:

Phone Number:

Email:

Date of Birth (if needed):

RISK OF USING EMAIL AND/OR TEXT MESSAGE

Transmitting patient information by email or text has a number of risks that clients should consider before using email or text. These include, but are not limited to, the following risks:

- The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) recommends that email that contains protected health information be encrypted. Emails and text messages sent from Clarity Counseling Services are not encrypted, so they may not be secure. Therefore, it is possible that the confidentiality of such communications may not be breached by a third party.
- Email/texts can be circulated, forwarded stored electronically and on paper, and broadcast to unintended recipients.
- Senders can easily misaddress an email/text.
- Email/text is easier to falsify than handwritten or signed documents
- Backup copies of email/text may exist even after the sender or the recipient has deleted their copy
- Employers and on-line services have a right to inspect email or text transmitted through their system
- Email/text can be intercepted, altered, forwarded, or used without authorized or detection
- Email/text can be used to introduce viruses into computer systems
- Email/text can be used as evidence in court

CONDITIONS FOR THE USE OF EMAIL/TEXT

Clarity Counseling Services cannot guarantee but will use reasonable means to maintain security and confidentiality of email/text information sent and received. Patients must acknowledge and consent to the following conditions:

- Email is not appropriate for urgent or emergency situations. Clarity Counseling Services cannot guarantee that any particular email will be read and responded to within any particular period of time
- Text messages may be used (at the therapists discretion) to initiation coaching calls with the therapist. However, the content of urgent phone coaching typically occurs over direct voice-to-voice communications.
- All clinically relevant emails/texts will typically be printed and filed in the client’s medical record.
- Practice will not forward patient identifiable emails/texts outside of the practice without the client’s prior written consent, except as authorized or required by law.
- In the event that the patient does not comply with the conditions herein, Clarity Counseling Services may terminate client’s privilege to communication by email/text with Clarity Counseling Services.
- Appointment reminders via email or text message can only be done after the client consents to receiving such messages, in compliance with the Telephone Consumer Protection Act (TCPA)

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CLIENT ACKNOWLEDGMENT

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

Client Signature:

Date:

Would you like to receive automated appointment reminders...

- | | | |
|-----------------|---------------------------|--------------------------|
| via email? | <input type="radio"/> Yes | <input type="radio"/> No |
| via text (SMS)? | <input type="radio"/> Yes | <input type="radio"/> No |
| via voicemail? | <input type="radio"/> Yes | <input type="radio"/> No |