**CLIENT ELECTRONIC COMMUNICATION CONSENT FORM**

**DEFINITIONS**

“Provider” shall refer to Julia B. Rosengren, Psy.D. “Practice” shall refer to all employees affiliated with the practice of the Provider. “Electronic communication” shall refer to e-mail, text, facsimile transmissions, and/or all other forms of communication transmitted and/or received electronically.

1. **Using E-mail, text, and other forms of electronic communication**Transmitting Client information by E-mail, text, and/or other forms of electronic communication has a number of risks that clients should consider, which may include:

a)  The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) recommends that E-mail that contains protected health information be encrypted. E- mails and text messages sent from this Provider and the Practice are not encrypted, so they may not be secure**.** Therefore it is possible that the confidentiality of such communications may be breached by a third party.

b)  E-mail and text messages can be forwarded, stored electronically and on paper, and broadcast to unintended recipients.

c)  E-mail and text can be accidently sent to wrong numbers or addresses.

d)  E-mail and text is easier to falsify than handwritten or signed documents.

e)  Back-up copies of E-mail and text messages may exist even after the sender or the recipient has deleted his or her copy.

f)  Employers and online services have a right to inspect E-mail and text messages transmitted through their systems.

g)  E-mail and text messages can be intercepted, altered, forwarded, or used without authorization or detection.

h)  E-mail (and possibly text messages) can be used to introduce viruses into computer systems. The computer system could go down and E-mail and/or text message may not be received until the server is back on-line.

i)  E-mail and text messages can be used as evidence in court.

2. **Conditions for the use of E-mail, text, and other forms of electronic communication**

Practice cannot guarantee but will use reasonable means to maintain security and confidentiality of E-mail, text, and other forms of electronic communication information sent and received. Practice and Provider are not liable for improper disclosure of confidential information that is not caused by Practice's or Provider’s intentional misconduct. Clients must acknowledge and consent to the following conditions:

a)  E-mail, text messaging, and other forms of electronic communication are NOT appropriate for urgent or emergency situations. Practice and Provider cannot guarantee that any particular electronic communication will be read and responded to within any particular period of time.

b)  If Client’s E-mail, text message, or other form of electronic communication requires or invites a response from Practice or Provider, and the Client has not received a response, consider the possibility that E-mails, texts, etc. can get lost and please call.

c) The Client should schedule an appointment for issues that are too complex or sensitive to discuss via E- mail or text messages.

d)  E-mail, text messages, and other forms of electronic communication may be printed and filed in the Client's medical record.

e) Employees could accidently read your messages. Please be assured that employees of the Practice are contracted for confidentiality according to HIPAA standards.

f)  Practice will not forward Client identifiable electronic communications outside of the Practice without the Client's prior written consent, except as authorized or required by law.

g) This consent will remain in effect until terminated in writing by either the Client or Practice.

h) Any exclusions, instructions, or exceptions \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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3. **Client Acknowledgement and Agreement**

I acknowledge that I have read and fullyunderstand this consent form. I understand the risks associated with the communication of E- mail, text messages, and other forms of electronic communication between the Practice, Provider and me. I consent to the conditions and outlined, as well as any other guidelines that the Practice may impose to communicate with Client by E-mail, text, and/or other forms of electronic communication. If I have any questions, I may inquire of the Provider.

I, for myself, my heirs, executors, administrators and assigns, fully and forever release and discharge the Provider and employees, from and against any and all losses, claims, and liabilities arising out of or connected with the use of such E-mail, text messages, and/or other forms of electronic communication.

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