

Acknowledgement and Consent to Use Electronic Communication

What is Electronic Communication? Electronic communication is any form of email, text messaging, and digital communication of any form to and from an individual utilizing a telephone, cellphone, computer, tablet, digital camera or any other form of digital technology.

Confidentiality and Electronic Communication

Hope for a Better Tomorrow (HFABT) understands that you may choose to use electronic communication, such as text messaging, to communicate with your therapist. This consent has been created to outline the potential benefits and risks to confidentiality when communicating with a therapist via. E-mail, text message, or any form of digital communication.

Confidentiality: The United States legislation passed the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to provide data privacy and security provisions for safeguarding medical information. In utilizing electronic communication, one's privacy and security may be at risk. HFABT is ethically and legally obligated to maintain records of all correspondence whether in person, by phone, or via electronic communication such as email or text messaging. HFABT will use reasonable means to protect the security and confidentiality of email and text information sent and received. However, because of the risks outlined below, HFABT cannot guarantee the security of email and text communication, and is not liable for improper disclosure of confidential information that is not caused by HFABT intentional misuse.

Limits to Confidentiality: Any matters of safety, such as reports of abuse, neglect, or "duty to warn" situations, are not covered under the laws of confidentiality outlined above. HFABT therapists are legally required to make reports to the Child Protective Services (CPS) or local law enforcement in the event such disclosures are made, whether in person or through electronic communication.

Potential Risks and Limitations of Electronic Communication

- A. **Risks and Limitations:** Electronic Communication has a number of risks that clients should consider before using e-mail or text messaging to communicate with your therapist. The following is a list of the potential risks and limitations to using electronic communication.
- a. At HFABT, we have secure encrypted e-mails and systems. However, outside entities apart from HFABT may not.
 - b. The use of electronic communication **does not** provide crisis intervention, therapy sessions or any form of clinical assistance to the client.
 - c. No technology is 100% secure and HFABT cannot guarantee protection from unauthorized attempts to access, use, or disclose personal information exchanged electronically.
 - d. Third-party services that feature text messaging or other direct electronic messaging may provide limited security and protection of confidential information.
 - e. HFABT is ethically and legally obligated to maintain records of all correspondence whether in person, by phone or via electronic communication such as email or text messaging.
 - f. Information regarding treatment or other personal information should not be communicated through text messaging or email.
- B. **Emergencies:** I have been advised and understand any form of electronic communication is to be used for simplifying and expediting scheduling/administrative matters only.
- a. Email & texting should NOT be used to communicate:
 - i. Suicidal or homicidal; thoughts or plans
 - ii. Urgent or emergency issues (psychiatric or medical)
 - iii. Serious or severe concerns or matters of safety
 - iv. Rapidly worsening symptoms
 - v. Changes to treatment plan
 - b. In a crisis or life threatening emergency clients should:
 - i. Call 911, go to your nearest emergency room or contact the following 24/7 hotline
 1. National Suicide Hotline : 1-800-273-8255
 2. Suicide and Crisis Lifeline: Dial 988
 3. Crisis Text Line: Text HOME to 741741
- C. **Electronic Communication Agreement** – The types of information that can be communicated via email/text with your clinician during business hours includes:
- a. Appointment Confirmation
 - b. Late arrival to regularly scheduled appointment
 - c. Appointment Cancellation/Rescheduling

Consent

A. By signing this consent, I agree and understand the following:

- a. I agree to the use of email/cell phone texting as needed and understand that electronic communication should only be used for scheduling and administrative purposes, within the guidelines above.
- b. If more urgent assistance is needed, I will utilize the crisis services listed under “In a life-threatening emergency.”
- c. By signing, I, the client (parent/guardian) is not permitted to disclose or post digital or other electronic communications from social workers or other recipients of services without proper consent.
- d. I understand that the use of email, cell phone or other forms of technology does not eliminate the option to provide verbal and/or face-to-face communication when checking in briefly with their therapist, changing appointments, last minute updates, or cancellations.
- e. I understand that electronic communication is not to be used in place of therapeutic services, and clinical services can only be provided during scheduled in-person sessions.
- f. If at any time my therapist or I believe email/texting is interfering in my therapeutic process, being used ineffectively, or in the event of inappropriate conduct (such as threats made towards staff), either party can revoke this consent. Termination of consent must be completed in writing and include the date consent is being terminated as well as signatures of both parties.

Please initial one of the two following choices:

_____ I have opted not to provide consent for electronic communication. I will schedule appointments via phone contact or in person during scheduled sessions.

_____ I have chosen to use electronic communication to coordinate scheduling with my therapist and administrative staff. I have read and fully understand the information provided to me. I have had the opportunity to discuss my questions and concerns with my therapist and/or HFABT administrative staff. I have provided my preferred form of electronic communication in my initial intake packet. I understand that standard messaging rates may apply, and that I am responsible for all fees related to use of electronic communication.

Client Name: _____

Client's Signature _____

Date: _____

If client is under 18 years old-

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____