

Feathergill and Associates, LLC
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Informed Consent for Email or Text Messages

Feathergill and Associates, LLC understands that some clients prefer the convenience of being able to communicate by email or text. Your therapist and Feathergill and Associates will use reasonable means to protect the security and confidentiality of email and text information sent and received, but we are obligated by HIPAA Rules to inform clients who want to communicate in either way of the risks involved, and obtain signed informed consent.

Risk of using email/texting

Feathergill and Associates utilizes a HIPAA compliant email service that encrypts information between therapist and client that significantly reduces a breach of your confidentiality. There are still some risks, however, over which we have no control. This is especially true in the use of text messaging. Risks include:

- Email and texts can be circulated, forwarded and stored in numerous paper and electronic files.
- Email and texts can be duplicated and sent/received by unintended recipients.
- Senders can easily type in the wrong email address or phone number.
- It is easier to falsify texts and emails than handwritten or signed documents.
- Backup copies may exist even after the sender or the recipient has deleted his or her copy.
- Employers and online services have a right to archive and inspect e-mails transmitted through their systems.
- Texts and emails can be intercepted, altered, forwarded, or used without authorization or detection.
- Texts and emails can be used to introduce viruses into computer systems.
- Texts and emails can be used as evidence in court.

Client Consent to email or texting:

Having been informed of the above risks, I choose to receive Email and/or Text Messages.

- I understand that the use of email or text communication is at the sole discretion of my therapist, and that my therapist may not agree to these forms of communication.
- I agree to use e-mail or text messaging for general information only (scheduling, etc.)
- I will not use email or text to communicate with my therapist for medical emergencies, or other time sensitive matters. I will use the phone instead.
- I will follow-up with my therapist if I have not received a response within 5 business days.
- I will take precautions to preserve my confidentiality by the use of screen savers and computer/phone passwords.
- I will inform my therapist of any changes to my e-mail address and/or phone number.
- I will withdraw consent to email/text client information through hardcopy written communication to my therapist.
- I understand that I have the option to only communicate with my therapist through telephone or during a scheduled appointment and that the e-mail or text is not a substitute for the care that may be provided during an office visit.

- I understand that I should only discuss treatment or sensitive information over the phone or in an actual appointment, and I will not include such information in texts or emails.
- I agree that I will not hold my therapist or Feathergill and Associates liable for accidental disclosure by my therapist, Feathergill and Associates, myself, or any third party (such as my email provider or phone company).

TERMINATION OF THE E-MAIL/TEXT RELATIONSHIP

Your therapist shall have the right to immediately terminate the e-mail/text relationship with you if he/she determines that you have violated the terms and conditions set forth above or otherwise breached this agreement, or have engaged in conduct which your therapist determines to be unacceptable. The e-mail/text relationship between your therapist and you will terminate in the event your therapist, in their sole discretion, no longer wishes to utilize e-mail/text to communicate with their clients. Such determination will be communicated to you in person or by phone call and documented in your file.

CLIENT ACKNOWLEDGEMENT AND AGREEMENT

I have discussed with my therapist and acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of e-mail/text messages between my therapist and me, and consent to the conditions herein. In addition, I agree to the instructions outlined herein, as well as any other instructions that the Provider may impose to communicate with clients by e-mail/text. Any questions I may have had were answered.

Client name: _____

Client signature: _____ Date: _____

Parent/Legal Guardian name: _____

Parent/Legal Guardian signature: _____ Date: _____

Provider name: _____

Provider signature: _____ Date: _____