

### **NOTIFICATION USE OF TEXT MESSAGING**

Risk of texting: The transmission of client information by texting has a number of risks which clients should consider prior to the use. These include, but are not limited to, the following risks:

- a. Text can be circulated, forwarded, stored electronically and on paper, and broadcast to unintended recipients.
- b. Text senders can easily misaddress a text and send the information to an undesired recipient.
- c. Backup copies of texts may exist even after the sender and/or the recipient has deleted his or her copy.
- d. Employers and on-line services have a right to inspect text messages sent through their company systems.
- e. Texts can be intercepted, altered, forwarded or used without authorization or detection.
- f. Texts can be used as evidence in court.
- g. Texts may not be secure and therefore it is possible that the confidentiality of such communications may be breached by a third party.

**Conditions For The Use Texts** Providers at Dirigo Counseling Clinic cannot guarantee but will use reasonable means to maintain security and confidentiality of text information sent and received. Providers are not liable for improper disclosure of confidential information that is not caused by Providers intentional misconduct. Clients/Parent's/Legal Guardians must acknowledge and consent to the following conditions:

- a. Texting is not appropriate for urgent or emergency situations.
- b. Providers cannot guarantee that any particular text will be read and responded to within any particular period of time.
- c. Texts should be concise.
- d. The client/parent/legal guardian should call and/or schedule an appointment to discuss complex and/or sensitive situations.
- e. Texts may be printed and placed in a client's chart.
- f. Providers will not forward client's/parent's/legal guardian's identifiable texts without the client's/parent's/legal guardian's written consent, except as authorized by law.
- g. Clients/parents/legal guardians should not use texts for communication of sensitive medical information.
- h. Providers are not liable for breaches of confidentiality caused by the client or any third party.
- i. It is the client's/parent's/legal guardian's responsibility to follow up and/or schedule an appointment if warranted.

Client Acknowledgement and Agreement I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of texts between my Provider and me, and I consent to the conditions and instructions outlined, as well as any other instructions that my Provider may impose to communicate with me by text. I consent that the types of text messages and frequency of text messages I may receive from my Provider includes, but is not limited to:

- a. Appointment reminders
- b. Cancellation notices
- c. General notifications regarding services offered by Provider
- d. Responses to my text/SMS messages

If I wish to "opt out" of receiving text messages from my Provider, I agree to supply notification, in writing, directly to my Provider.