

E-MAIL CONSENT FORM

1. RISK OF USING E-MAIL

The practice of **Andrea Bieberich, Ph.D., LP, PLLC**. (the “Practice”) offers clients the opportunity to communicate by e-mail if they wish. Transmitting client information by e-mail, however, has a number of risks that clients should consider before using e-mail (the “Risks”). These include, but are not limited to, the following Risks:

- E-mail can be circulated, forwarded, and stored in numerous paper and electronic files.
- E-mail can be immediately broadcast worldwide and be received by many intended and unintended recipients.
- E-mail senders can easily misaddress an e-mail.
- E-mail is easier to falsify than handwritten or signed documents.
- Backup copies of e-mail may exist even after the sender or the recipient has deleted his or her copy.
- Employers and on-line services have a right to archive and inspect e-mails transmitted through their systems.
- E-mail can be intercepted, altered, forwarded, or used without authorization or detection.
- E-mail can be used to introduce viruses into computer systems.
- E-mail can be used as evidence in court.

2. CONDITIONS FOR THE USE OF E-MAIL

The Practice will use reasonable means to protect the security and confidentiality of e-mail information sent and received. However, because of the Risks outlined above, the Practice cannot guarantee the security and confidentiality of e-mail communication, and will not be liable for improper use and/or disclosure of confidential information (including Protected Health Information that is the subject of the federal Health Insurance Portability and Accountability Act of 1996) that is not caused by the Practice’s intentional misconduct. Thus, clients must consent to the use of e-mail for client information. Consent to the use of e-mail includes agreement with the following Conditions:

- All e-mails to or from the client concerning diagnosis or treatment will be printed out and made part of the client’s medical record. Because they are a part of the medical record, other individuals authorized to access the medical record, will have access to those e-mails.
- Although the Practice will endeavor to read and respond promptly to an e-mail from the client, the Practice cannot guarantee that any particular e-mail will be read and responded to within any particular period of time. Thus, the client shall not use e-mail for medical emergencies or other time-sensitive matters.
- If the client’s e-mail requires or invites a response from the Practice, and the client has not received a response within a reasonable time period, it is the client’s responsibility to follow up to determine whether the intended recipient received the e-mail and when the recipient will respond.
- The client should not use e-mail for communication regarding sensitive medical information.
- The client is responsible for informing the Practice of any types of information the client does not want to be sent by e-mail, in addition to those described above.
- The client is responsible for protecting his/her password or other means of access to e-mail. The Practice is not liable for breaches of confidentiality caused by the client or any third party.
- The Practice shall not engage in e-mail communication that is unlawful, such as unlawfully practicing across state lines.
- It is the client’s responsibility to follow up and/or schedule an appointment if warranted.

3. INSTRUCTIONS

To communicate by e-mail, the client shall:

- Limit or avoid use of his/her employer's computer.
- Inform the Practice of changes in his/her e-mail address.
- Put the client's name in the body of the e-mail.
- Review the e-mail to make sure it is clear and that all relevant information is provided before sending to the Practice.
- Inform the Practice that the client received an e-mail from the Practice.
- Take precautions to preserve the confidentiality of e-mails, such as using screen savers and safeguarding his/her computer password.
- Withdraw consent only by e-mail or written communication to the Practice.
- Contact the Practice with any unanswered questions before communicating with the Practice via e-mail.

4. CLIENT ACKNOWLEDGMENT AND AGREEMENT

I acknowledge that I have read and fully understand the information the Practice has provided me regarding the Risks of using e-mail. I understand the Risks associated with the communication of e-mail between the Practice and me, and consent to the Conditions outlined on the previous screen. In addition, I agree to the Instructions outlined on the previous screen, as well as any other Instructions that the Practice may impose regarding e-mail communications.

SIGNATURE OF CLIENT/PARENT/GUARDIAN

DATE

SIGNATURE OF ANDREA BIEBERICH, PHD,LP

DATE