

## **Liza York, PhD, PLLC**

**Licensed Psychologist**

16 Mountain View Ave. #103

Longmont, CO 80501

office/vm: 303-875-4158

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### **Client E-Mail and Text Message Usage Disclosure and Informed Consent**

Dr Liza York will use reasonable means to protect the security and confidentiality of email and text information sent and received. However, because of the risks identified below, Dr Liza York cannot guarantee the security of email and text communication, and is not liable for improper disclosure of confidential information that is not caused by Dr Liza York's intentional misuse.

#### **RISKS OF USING E-MAIL / TEXT TO COMMUNICATE WITH DR LIZA YORK**

Transmitting client information by e-mail or text has a number of risks that clients should consider before using e-mail to communicate with Dr Liza York. These include, but are not limited to, the following risks:

- Can be circulated, forwarded and stored in numerous paper and electronic files
- Can be immediately broadcast worldwide and be received by unintended recipients
- Senders can easily type in the wrong e-mail address or phone number
- Is easier to falsify than handwritten or signed documents
- Backup copies may exist even after the sender of 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
- Can be intercepted, altered, forwarded or used without authorization or detection
- Can be used to introduce viruses into computer systems
- Can be used as evidence in court.

#### **CLIENT OBLIGATIONS WHEN CONSENTING TO E-MAIL / TEXT**

Use e-mail or text messaging for general client information only. Do not use e-mail for medical emergencies, other time sensitive matters, or for non-general medical information. Please follow-up with Dr Liza York if you have not received a response within 5 business days. Take precautions to preserve confidentiality. Use screen savers and safeguard your computer password. Inform Dr Liza York of any changes to your e-mail address and/or phone numbers. Withdraw consent to e-mail / text client information through hard copy written communication to Dr Liza York. I understand that I may also communicate with Dr Liza York via telephone or during scheduled appointment and that the e-mail / text is not a substitute for the care that may be provided during an office visit. Appointments must be made to discuss any new issues as well as any sensitive or confidential information.

#### **TYPES OF E-MAIL / TEXT TRANSMISSIONS THAT CLIENT AGREES TO SEND AND / OR RECEIVE.**

The types of information that can be communicated via e-mail/text with Dr Liza York include:

- Appointment scheduling requests, changes and reminders
- Billing or insurance questions
- Client education and resources

Dr Liza York will not engage in e-mail or text communication that is unlawful, such as unlawfully practicing therapy across state lines. If you are not sure if the issue you wish to discuss is included in this disclosure and consent, you should call the office to schedule an appointment.

#### **HOLD HARMLESS**

I agree to indemnify and hold harmless Dr Liza York, Liza York PhD PLLC and its trustees, officers, agents, website designers and maintainers from and against all losses, expenses, damages and costs, including reasonable attorney's fees, related to or arising from any information loss due to technological failure, my use of the internet to communicate with Dr Liza York or the use of Dr Liza York's web-site, any arrangements you make based on information obtained by the Site, any products or services obtained through the Site, and any breach by me of these restrictions and conditions. Dr Liza York does not warrant that the functions contained, or that Dr Liza York's website or server that makes such site available is free of viruses or other harmful components.

**TERMINATION OF THE EMAIL / TEXT RELATIONSHIP**

Dr Liza York shall have the right to immediately terminate the e-mail / text relationships with you if determined in the sole discretion of Dr Liza York that you have violated the terms and conditions set forth above or otherwise breached this agreement, or have engaged in conduct which Dr Liza York determines to be unacceptable. The e-mail / text relationship between Dr Liza York and the client will terminate in the event that Dr Liza York, in her sole discretion, no longer wishes to utilize e-mail / text to communicate with her clients.

**FORWARDING E-MAIL**

I understand that there may be times in which Dr Liza York must forward the information I have provided via e-mail to a third party for treatment, billing and payment purposes. I expressly provide my consent to allow Dr Liza York to forward these e-mails to a third party under these conditions and evidence my consent by placing my initials here \_\_\_\_\_

**CLIENT ACKNOWLEDGEMENT AND AGREEMENT**

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

**Client name:** \_\_\_\_\_ **Date of Birth** \_\_\_\_\_

**Client signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Legal Guardian name:** \_\_\_\_\_

**Parent/Legal Guardian signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Provider name:** \_\_\_\_\_

**Provider signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_