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Client Email/Texting Informed Consent

I. Risk of using email/texting

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

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

II. Conditions for the use of email and texts

Tracy R. Zemansky, Ph.D. cannot guarantee but will use reasonable means to maintain security and confidentiality of email and text information sent and received. Dr. Zemansky is not liable for improper disclosure of confidential information that is not caused by intentional misconduct. Clients must acknowledge and consent to the following conditions:

- a. Email and texting is not appropriate for urgent or emergency situations. Therapist cannot guarantee that any particular email and/or text will be read and responded to within any particular period of time.
- b. The client should call and/or schedule an appointment to discuss complex and/or sensitive situations rather than send email and/or texts regarding such situations.
- c. All email will usually be printed and filed into the client’s medical record. Texts may be printed and filed as well.
- d. Therapist will not forward client’s identifiable emails and/or texts to outside parties without the client’s written consent, except as authorized by law.
- e. Clients should use their best judgment when considering the use of email or texts for communication of sensitive medical information. Therapist will not be responsible for the content of messages.
- f. Therapist is not liable for breaches of confidentiality caused by the client or any third party.
- g. It is the client’s responsibility to follow up and/or schedule an appointment if warranted.

III. 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 email and/or texts between Therapist and me, and consent to the conditions and instructions outlined, as well as any other instructions that the Therapist may impose to communicate with me by email or text.

Client name: _____

Client signature/date and time: _____

Therapist signature/date and time: _____

This is a strictly confidential patient medical record. Disclosure or transfer is expressly prohibited by law.