

## ELECTRONIC COMMUNICATION AGREEMENT & AUTHORIZATION

### **Risk Factors:**

Among general Electronic Communication (including, but not limited to Email and Texting/SMS) risks are the following:

- These communications can be immediately broadcast worldwide and be received by many intended and unintended recipients.
- Recipient can forward messages to other recipients without the original sender's permission or knowledge.
- User can easily misaddress an electronic communication.
- Electronic Communication is easier to falsify than handwritten or signed documents.
- Backup copies of electronic communications may exist even after the sender or the recipient has deleted his or her copy.

### **Conditions for the Use of Electronic Communication (hereafter referred to as EC)**

It is the policy of Cornerstone Counseling and Wellness, LLC that all representatives and contractors will make all EC sent or received that concern the diagnosis or treatment of a client part of that patient's medical record and will treat such messages with the same degree of confidentiality afforded to other portions of the medical record. Cornerstone Counseling and Wellness, LLC will use reasonable means to protect the security and confidentiality of EC information.

Because of the risks outlined above we cannot guarantee the security and confidentiality of EC. Thus, clients must authorize the use of EC for discussions of confidential medical information after having been informed of the above risks. By signing this document, you give consent to the use of EC and hold Cornerstone Counseling and Wellness, LLC, its employees and contractors harmless from any breach of client confidentiality and include agreement to the following conditions:

1. All EC to or from the patient concerning diagnosis and/or treatment will be made a part of the client's medical record. As a part of the medical record, other individuals, such as other physicians, nurses, physical therapists, patient account personnel, and other entities, such as other healthcare providers and insurers, will have access to EC messages contained in medical records.

2. Cornerstone Counseling and Wellness, LLC its employees/contractors may forward ECs as necessary for diagnosis, treatment, appointment reminders and reimbursement. Cornerstone Counseling and Wellness, LLC will not, however, forward the ECs outside of necessity without the consent of the client or as required by law.

3. If the client sends an EC to Cornerstone Counseling and Wellness, LLC and/or member, another healthcare provider (contractor), or an administrative department, Cornerstone Counseling and Wellness, LLC will endeavor to read and respond to the EC promptly, if warranted. However, Cornerstone Counseling and Wellness, LLC and its members and contractors can provide no assurance that the recipients of a particular EC will read the message promptly. Because Cornerstone Counseling and Wellness, LLC cannot assure clients that recipients will read EC promptly, **clients must not use Electronic Communications in a medical emergency.**

4. If a client's EC requires or invites a response, and the recipient does not respond within a reasonable time, **the client is responsible for following up to determine whether the intended recipient received the EC and when the recipient will respond.**

5. Because employees do not have a right of privacy in their employer's EC systems, clients should not use their employer's EC systems to transmit or receive confidential medical information.

6. Cornerstone Counseling and Wellness, LLC and its members cannot guarantee that ECs will be private. We will take reasonable steps to protect the confidentiality of client ECs but is not liable for improper disclosure of confidential information not caused by Cornerstone Counseling and Wellness, LLC gross negligence or wanton misconduct.

7. If the client consents to the use of EC, he/she is responsible for informing Cornerstone Counseling and Wellness, LLC, members and contractors of any type of information the client does not want to be sent by EC. Client is responsible for protecting his/her password or other means of access to ECs sent or received from Cornerstone Counseling and Wellness, LLC to protect confidentiality. Cornerstone Counseling and Wellness, LLC is not liable for breaches of confidentiality caused by client.

8. Any use of EC by the client that discusses diagnosis or treatment by the client constitutes informed consent to the foregoing. You may withdraw consent to the use of e-mail at any time by email or written communication to Cornerstone Counseling and Wellness, LLC, its members and contractors.

9. Being informed of these risks, clients who choose to utilize EC with any member of Cornerstone Counseling and Wellness, LLC, its employees and contractors thereby consents and authorizes for such communication, including replies from any member of Cornerstone Counseling and Wellness, LLC, its employees or its contractors.

10. Patient consents and authorizes Cornerstone Counseling and Wellness, LLC, employees and contractors to EC with patients parents/guardians, outside entity or any support persons involved with their care.