

## Cornerstone Counseling and Wellness, LLC.

*d/b/a Cornerstone Therapy and Wellness*

639 Swedesford Road, Malvern, PA 19355  
435 Devon Park Drive, STE 300, Wayne, PA 19087  
www.cornerstonetherapy.com  
info@cornerstonetherapy.com | (610) 616-5935

# Electronic Communication Agreement & Authorization

This agreement describes the risks, conditions, and your rights regarding electronic communications (EC) with Cornerstone Therapy and Wellness. Please read carefully before signing.

**Please review it carefully.**

### About Electronic Communications (EC)

"Electronic Communications" (EC) refers to email, text messaging (SMS), patient portal messages, and other digital communications between you and Cornerstone Counseling and Wellness, LLC, its employees, and contractors. 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 below, we cannot guarantee the security and confidentiality of EC. Clients must authorize the use of EC for discussions of confidential medical information after having been informed of the risks.

### Risk Factors of Electronic Communication

Among general electronic communication risks (including email and SMS/texting) are the following:

- These communications can be immediately broadcast worldwide and received by many intended and unintended recipients.
- Recipients can forward messages to other recipients without the original sender's permission or knowledge.
- Users 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 recipient has deleted their copy.
- Standard SMS text messaging is not encrypted and is not inherently HIPAA-compliant. Sensitive clinical information should not be communicated via standard unencrypted text message.
- Employer-provided email or device systems may be accessible to employers — clients should not use employer email or devices to transmit or receive confidential medical information.
- Electronic communications can be intercepted, altered, forwarded, or stored without the knowledge of the sender or recipient.

#### **NEW (2026) — HIPAA Compliance & SMS Notice:**

Under HIPAA, electronic communications containing Protected Health Information (PHI) must be transmitted through secure, HIPAA-compliant channels. Cornerstone Therapy and Wellness uses a HIPAA-compliant SMS platform (Twilio A2P 10DLC registered) for appointment reminders, billing notifications, and administrative messages. Sensitive clinical information will NOT be transmitted via standard unencrypted SMS. Clients who consent to SMS communications understand that appointment reminders and administrative messages may be sent to their mobile number and may opt out at any time by replying STOP. The Telephone Consumer Protection Act (TCPA) also requires that clients provide consent before receiving automated text messages, which is obtained through this agreement.

### Conditions for the Use of Electronic Communication

#### **1 Medical Record**

All EC to or from the patient concerning diagnosis and/or treatment will be made part of the client's medical record. As 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 Forwarding of EC

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

## 3 Response Time

If the client sends an EC to Cornerstone Counseling and Wellness, LLC and/or a 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. Clients must NOT use Electronic Communications in a medical emergency — call 911 or go to your nearest emergency room.

## 4 Follow-Up Responsibility

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 Employer Systems

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 Confidentiality Limitations

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 are not liable for improper disclosure of confidential information not caused by Cornerstone Counseling and Wellness, LLC's gross negligence or wanton misconduct.

## 7 Client Responsibilities

If the client consents to the use of EC, he or 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. The client is responsible for protecting his or her password or other means of access to ECs sent or received from Cornerstone Counseling and Wellness, LLC. Cornerstone Counseling and Wellness, LLC is not liable for breaches of confidentiality caused by the client.

## 8 Informed Consent via EC Use

Any use of EC by the client that discusses diagnosis or treatment by the client constitutes informed consent to the foregoing. The client may withdraw consent to the use of email or SMS at any time by written or email communication to Cornerstone Counseling and Wellness, LLC. To opt out of SMS messages, reply STOP to any text message.

## 9 Authorization

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 consent and authorize for such communication, including replies from any member of Cornerstone Counseling and Wellness, LLC, its employees, or its contractors.

## 10 Third-Party Authorization

Patient consents and authorizes Cornerstone Counseling and Wellness, LLC, employees, and contractors to communicate electronically with the patient's parents or guardians, outside entities, or any support persons involved with their care, where applicable and permitted by law.

### **NEW (2026) — SMS Opt-In Authorization (TCPA Compliance):**

By signing the New Patient Forms, you expressly consent to receive automated text messages from Cornerstone Counseling and Wellness, LLC d/b/a Cornerstone Therapy and Wellness at the mobile number you provide. Message types include: appointment reminders, scheduling confirmations, billing notifications, and administrative updates. Message frequency varies. Message and data rates may apply. You may opt out at any time by replying STOP to any message. For help, reply HELP or contact us at (610) 616-5935. View our full SMS Terms at [cornerstonetherapy.com/privacy-policy](https://cornerstonetherapy.com/privacy-policy).

## Acknowledgement and Agreement

By signing and agreeing to the "Acknowledgement of Receipt" on page 3 of our "New Patient Forms" 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 all conditions listed above. You also authorize Cornerstone Counseling and Wellness, LLC to communicate electronically with your parents or guardians, outside entities, or any support persons involved with your care.

Electronic Communication Agreement & Authorization

Effective: January 1, 2026 | Cornerstone Counseling and Wellness, LLC. d/b/a Cornerstone Therapy and Wellness