



Janet Muehe-Hayward

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Technology Usage Consent

Janet Muehe-Hayward of Art With Purpose shall be referred to as “Provider” throughout this consent form.

Provider 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, Provider cannot guarantee the security of email and text communication, and is not liable for improper disclosure of confidential information that is not caused by the Provider's intentional misuse.

RISKS OF USING E-MAIL/TEXT TO COMMUNICATE WITH YOUR THERAPIST

Transmitting client information by e-mail or text message has a number of risks that clients should consider before using e-mail to communicate with your therapist. 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 email address or phone number.
- Is easier to falsify than handwritten or signed documents.
- Backup copies may exist even after the sender or 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 for medical emergencies, other time sensitive matters, or for non-general medical information.
- Follow-up with the Provider 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 Provider of any changes to your e-mail address and/or phone number.

- Withdraw consent to email/text client information through hardcopy written communication to Provider.
- I understand that I may also communicate with a the Provider via telephone or during a scheduled appointment and that the e-mail/text is not a substitute for the care that may be provided during an office visit. Appointments should be made to discuss any new issues as well as any sensitive 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 the Provider include: appointment scheduling requests, billing and insurance questions and client education.

The Provider will not engage in e-mail/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 should be included in an e-mail/text, you should call the office to schedule an appointment.

HOLD HARMLESS

I agree to indemnify and hold harmless the Provider, Begin Within Counseling & Coaching Services, Inc. and its trustees, officers, agents, website designers and maintainers from and against all losses, expenses, damages and costs, including reasonable attorney's fees, relating to or arising from any information loss due to technical failure, my use of the internet to communicate with the Provider or the use of the Provider'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. The Provider does not warrant that the functions contained in any materials provided will be interrupted or error-free, that defects will be corrected, or that the Provider's website or server that makes such site available is free of viruses or other harmful components.

TERMINATION OF THE E-MAIL/TEXT RELATIONSHIP

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

FORWARDING E-MAIL

I understand that there may be times in which the Provider 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 the Provider to forward these e-mails to a third party under these conditions and evidence my consent by placing my initials below:

(please initial if you agree)

CLIENT ACKNOWLEDGEMENT AND AGREEMENT

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

Client Signature

Date

AUDIO OR VIDEO RECORDING POLICY

Audio or video recording may only take place with the full knowledge and explicit consent of all clients, therapist and other persons present during a session or other interactions, whether face to face or when taking place through other technological means.

Consent for each recording must take the form of a date and written signature(s) from all person on a paper form available for the purpose, with a copy to each person recorded. Additionally, the recording itself must include the live consent of all persons present, with such consent stated at the start of the recording or when they join the session or interaction already in progress.

Janet Muehe-Hayward of Art With Purpose will only consent to recording of a session for exceptional reasons and only after the drawbacks and risks have been discussed and the benefit clearly outweighs them.

Violation of this policy by covert recording or non-conformance with this agreement will lead to termination of therapy.

I acknowledge that I have read and understood this policy, accept it, and pledge to uphold it.

_____	_____	_____
Client Name(s)	Signature(s)	Date

_____	_____	_____
Parent/Guardian Name(s)	Signature(s)	Date

_____	_____	_____
Parent/Guardian Name(s)	Signature(s)	Date

_____	_____	_____
Print Name(s)	Signature(s)	Date

Social Media Policy

Please be advised that my professional ethics prohibits me from having virtual relationships with my counseling clients.

I, therefore, do not accept friend requests or connection requests of any kind on any social media sites from my counseling clients.

I do have professional websites and social media pages. You may follow me, follow my blog, receive my newsletters on these sites and pages. Do not post any comments on these sites or pages, however. If you do I will be forced to delete the post and remove you as a follower in order to protect your confidentiality as my counseling client.

I acknowledge that I have read and understood this policy, accept it, and pledge to uphold it.

_____	_____	_____
Client Name(s)	Signature(s)	Date

_____	_____	_____
Parent/Guardian Name(s)	Signature(s)	Date

_____	_____	_____
Parent/Guardian Name(s)	Signature(s)	Date

_____	_____	_____
Print Name(s)	Signature(s)	Date