

# Solano County Health & Social Services Department



Mental Health Services  
Public Health Services  
Substance Abuse Services  
Older & Disabled Adult Services

Eligibility Services  
Employment Services  
Children's Services  
Administrative Services

Gerald Huber, Director

## E-MAIL/TEXT CONSENT FORM

\_\_\_\_\_  
Client's name printed

\_\_\_\_\_  
Client's email address

\_\_\_\_\_  
Client's phone number

Clients must consent to Solano County Health and Social Services (SCH&SS) use of e-mail or texting for acceptable communications such as appointment reminders, client education, and community resources. **Due to the insecure nature of e-mail/text communications, SCH&SS will limit client medical information or medical advice to the minimum necessary in order to communicate with the client.**

### **RISKS OF USING E-MAIL TO COMMUNICATE WITH SOLANO COUNTY Health and Social Services**

- E-mail/text can be circulated, forwarded, and stored in numerous paper and electronic files.
- E-mail/text can be immediately broadcast worldwide and be received by unintended recipients.
- E-mail/text senders can easily misaddress an e-mail or text.
- E-mail/text is easier to falsify than handwritten or signed documents.
- Backup copies of e-mail/text may exist even after the sender or the recipient has deleted his or her copy.
- Employers and on-line services have a right to archive and inspect e-mails/text transmitted through their systems.
- E-mail/text can be intercepted, altered, forwarded, or used without authorization or detection.
- E-mail/text can be used to introduce viruses into computer systems.

### **CONDITIONS FOR THE USE OF E-MAIL**

SCH&SS will use reasonable means to protect the security and confidentiality of e-mail information sent and received through encryption of the information. However, because of the risks outlined above, SCH&SS cannot guarantee the security and confidentiality of e-mail communication, not text communication. Clients must consent to the use of e-mail or text for client communications. Consent to the use of e-mail or text includes agreement with the following conditions:

- a. All e-mails or texts to or from you will be printed out and made part of the medical record. Individuals authorized by law to access the medical record may review to those e-mails or texts.
- b. SCH&SS will endeavor to read and respond to an e-mail or text from you within a reasonable amount of time, but SCH&SS cannot guarantee that any particular e-mail or text will be read and responded to within any specific time period. **Do not use e-mail or text for medical emergencies, urgent problems or other time sensitive matters.**
- c. If you require a response from SCH&SS and have not received a response within a reasonable time period, it is your responsibility to follow up to determine whether the intended recipient received the e-mail or text and when the recipient will respond.

- d. You should not use e-mail or text for communication regarding sensitive medical information, such as information regarding sexually transmitted diseases, AIDS/HIV, mental health diagnosis and treatment plans, developmental disability, or substance abuse. If you choose to communicate such sensitive information via email or text, please be aware of the risks identified above.
- e. It is your responsibility to follow up and/or schedule an appointment if warranted.

**ALTERNATE FORMS OF COMMUNICATION**

You may also communicate with SCH&SS via telephone or during a scheduled appointment and that the e-mail or 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 medical information.

**TERMINATION OF THE E-MAIL RELATIONSHIP**

SCH&SS shall have the right to immediately terminate the e-mail or text relationship with you if it has been determined that you violated the terms and conditions set forth above or otherwise breached this agreement, or have engaged in conduct which SCH&SS determines to be unacceptable. The e-mail/text relationship between SCH&SS and you will terminate in the event where SCH&SS no longer wishes to utilize e-mail or text to communicate clients.

**CLIENT’S CERTIFICATION OF HIS/HER CONSENT FOR SOLANO COUNTY HEALTH AND SOCIAL SERVICES  
EMAIL COMMUNICATION**

Clients Last Name MI  X	First Name	Date of Birth (mm/dd/yyyy)  X
Email Address  X	Phone #  X	
<p>I acknowledge that I have read and fully understand this consent form. I understand the risks associated with the communication of email or text between SCH&amp;SS and myself, and consent to SCH&amp;SS’s obligations herein.</p> <p><b>I request to communicate with SCH&amp;SS via Email <input checked="" type="checkbox"/> Text <input type="checkbox"/></b></p>		
X _____ Client’s signature (if not 18, an Authorized Representative must sign below) Authorized Representative’s signature	X _____ Date Client signed (mm/dd/yyyy) Date Auth. Rep. signed (mm/dd/yyyy)	
X _____ Relationship to act on behalf of Client	X _____ Signature of SCH&SS Staff	
X _____ Member witnessing this signature of Client or Client’s Auth. Rep.	X _____ Date Witness signed (mm/dd/yyyy)	
<p><b>Witness must verify client identity. If form is received by, FAX, verification is to be done by phone.</b></p>		

**164.522 Rights to request privacy protection for protected health information:**

(b) (1) **Standard: Confidential communications requirements.**

- (i) A covered entity must permit individuals to request and must accommodate reasonable requests by individuals to receive communications of protected health information from the covered health care provider by alternative means or at alternative locations.
- (ii) A health plan must permit individuals to request and must accommodate reasonable requests by individuals to receive communications of protected health information from the health plan by alternative means or at alternative locations, if the individual clearly states that the disclosure of all or part of that information could endanger the individual.

**(2) Implementation specifications: Conditions on providing confidential communications.**

- (i) A covered entity may require the individual to make a request for a confidential communication described in paragraph (b)(1) of this section in writing.
- (ii) A covered entity may condition the provision of a reasonable accommodation on: (A) When appropriate, information as to how payment, if any, will be handled; and (B) Specification of an alternative address or other method of contact.
- (iii) A covered health care provider may not require an explanation from the individual as to the basis for the request as a condition of providing communications on a confidential basis.
- (iv) A health plan may require that a request contain a statement that disclosure of all or part of the information to which the request pertains could endanger the individual.