

Consent to Communicating Via Email & Texts And Social Media Policy

Dr. James E. Walton, Ph.D., LMFT

Noteworthy Risks to Confidentiality:

If we communicate by email or text at any point in our work together, some **serious risks associated** with emails and texts include, but are not limited to the following:

- Emails and texts are retained in the logs of email/phone/internet service providers, including Apple, Google, Yahoo, ATT, etc. While client information is protected on servers, the same may not be true for email and text message copies that are retained in the logs of your and my phone/internet service providers. Although under normal circumstances no one looks at these logs, they are, in theory, available to be read by the system administrator(s) of the service providers, and thus confidentiality can be compromised.
- Copies of emails and texts may exist even after the sender and/or the recipient has deleted his or her copy.
- Message senders, either you or I, can *easily misaddress* an email or text and send the information to an unintended recipient.
- Emails and texts can be intercepted, altered, forwarded or used without authorization or detection.
- Neither emails nor texts are HIPAA compliant modes of communication that can fully protect your confidentiality.
- If you use your work email or your work cell phone, your employer may “own” any information in your emails or texts to or from your therapist. Consequently, confidentiality is at risk, whether you or your therapist exchange emails with your work email, or text to your work cell phone. Your therapist can easily fail to notice whether the number is a work number or work email address.
- Your therapist transports sensitive data on his laptop, equipped with a firewall, virus protection and password, and backs up said data on an encrypted hard-drive. There is always a risk that a laptop can be stolen or lost.

Conditions for Use of Email and Texts:

- If you do not receive a timely response from an email or text message to me, **in the event of an emergency**, you agree to follow up with a phone call, and to contact alternative emergency resources, including 911, and those specified in your Therapy, Mediation, or Collaborative Communication Agreement.
- While I **cannot guarantee the security and confidentiality of email and text information** sent and received, I will nevertheless use reasonable means to maintain security and confidentiality, including a passcode lock on my phone and computer. Our exchanges are also vulnerable to being viewed by others on your end.
- **Emails and texts are not effective for urgent or emergency situations.** I cannot guarantee that any particular email and/or text will be read and responded to within any particular period of time.
- Unless we have agreed to a specific exception, **you agree to discuss sensitive or complex clinical situations** (including negative reactions to therapy, coaching, termination of Therapy, Co-parenting, Mediation, Collaborative Divorce Communication or Coaching engagement, etc.) **during a scheduled appointment, and not in an email or text.**
- As stated elsewhere, clients are charged for missed scheduled sessions whether or not they attend, unless the client is physically out of town or has a medical emergency. I will make every effort to reschedule, if possible. **Canceling or rescheduling appointments via text or email isn't reliable.** If you use emails/texts, you understand

that they may not be received in a timely fashion or even at all (this has happened) and that you risk being charged for a missed appointment.

- If texts or emails contain information relevant to your work with me, that **content** or a summary **may be included** in my notes and may be legally **regarded as part of your medical record**.
- If you use email or texts, you agree and understand that I may reply, and that my replies may include information that I consider suitable, including information that may be considered confidential.
- You also agree that given the convenience preferred by you, I am not liable for any improper disclosure of confidential information that can result from our exchange of emails or texts, despite my efforts to protect our confidential information.

Social Media Policy:

- I do not extend or accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc.) to protect your confidentiality and privacy, and to sustain clear boundaries for our professional relationship. Some sites will initiate a contact request, and falsely imply that I initiated the request. Please delete and do not respond to any such requests. In addition, any messaging on such sites is not private or confidential, and so I do not use them.
- I will not search or view your online activities without your consent and without our explicit agreement to do so for a specific, clinical purpose to preserve the boundaries of our professional relationship. If you wish to share aspects of your online life, please bring them into sessions where we can view and discuss them together.
- The very rare exception to this is in the event that I suspect you/another is in danger, and I cannot access you by our usual means of communication. I may search online to find you, someone close to you, or check your recent status updates when necessary to ensure your welfare. In this rare event, I will fully document such efforts, and discuss them with you when we next meet.
- If you have any questions or concerns about this or any other matters, please raise these issues when we meet, so we can discuss these issues fully.

I/We have read the above carefully, understood the contents, and because of the greater convenience to me/us, I/we assume full responsibility for any and all legal and ethical risks to confidentiality associated with using email or texts to communicate with Dr. Walton. I/We also knowingly engage the conditions for emailing and texting, and for avoiding social media contact with Dr. Walton. Please clarify below, if you decide to limit or avoid the use of emails, texts, cell phone calls, phone messages, and how you wish to do this.

_____	_____	_____
Print Client (Parent) Name	Signature	Date

_____	_____	_____
Print Client (Parent) Name	Signature	Date

Client's/Clients' personal limits and preferences regarding the use of emails, or texts: _____
