

# **TEXT and E-mail CONSENT**

## **Client Information**

Name \_\_\_\_\_

Address \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email  
address \_\_\_\_\_

**I. Risk of using e-mail & text messages.** Occasionally clients prefer to communicate via text messages or e-mail—especially in the case of adolescents and young adults. In the case of minor children, it will be necessary for the parent to consent to their child(ren) communicating with us via text messaging on cell phones or via e-mail. Please limit communication to correspondence purposes only. Transmitting client information by text messaging and e-mail has a number of risks to be considered before making a final decision regarding its use. These include but are not limited to:

- a. Text messages and e-mails can be circulated, forwarded or stored in electronic files
- b. Text messages and e-mails can be immediately broadcast worldwide and received by many intended and unintended recipients.
- c. Senders can easily misaddress a text message or e-mail.
- d. Text messaging and e-mail is easier to falsify than handwritten or signed documents.
- e. Backup copies may exist even after sender and/or recipient has deleted their copies
- f. Text messages and e-mail can be intercepted, altered, forwarded or used without detection or authorization
- g. Text messages and e-mails can be used as evidence in court.
- h. Text messages and e-mails can be lost in transmission

**II. Conditions for the use of text messaging and e-mailing.** Reasonable means to protect the security and confidentiality of text messaging and e-mailing information sent and received; however, because of the risks outlined above, we cannot guarantee the security and confidentiality of text messaging communication and will not be liable for improper disclosure that is not caused by our intentional misconduct. **Therefore, clients will need to specifically grant permission for the use of text messaging.** Consent to the use of text messages and e-mail includes agreement with the following conditions:

- a. E-mail and texting is not appropriate for urgent or emergency situations and cannot be guaranteed that any particular e-mail or text will be read and responded to within any particular period of time.

- b. All text messaging and e-mail to or from a client can be printed out and become a part of the file in the same way that therapy notes become part of the file.
- c. There might be other individuals such as administrative staff who have access to these materials.
- d. Text messages and e-mails will be read only as necessary and will need a release of information to correspond with any other third party as a record would to third parties like attorneys, Guardians and, in the case of setting up parenting plans, etc. to the other parent. Cannot guarantee that any particular text message will be read and responded to within and particular period of time
- e. The client should not use text messaging or e-mailing for communications regarding extra sensitive materials including physical health issues, mental health diagnoses, and/or substance abuse.
- f. The client is responsible for delineating their desire in writing of any information the client does not want sent via text messaging or e-mail.
- g. The client is responsible for protecting his/her password or other means of access. Provider is not liable for breach of confidentiality caused by the client or any third party.
- h. It is the client's or guardian's responsibility to follow up and or schedule an appointment if warranted.

**III. Instruction for communicating via text messaging or e-mail.**

- a. Inform us in writing of changes in text messaging or e-mail address/phone number
- b. Put the clients name and purpose of text message or email in the subject line
- c. Send a reply message or delivery receipt to us to acknowledge clients' receipt of any text messaging or e-mail.
- d. Withdraw consent to utilize text messaging or e-mail only by written communication.

**IV. Client acknowledgement and agreement:** I acknowledge that I have read and fully understand this consent form. I understand the risks as outlined above and consent to the conditions outlined above. I further waive any and all claims that may arise against **Andra Coulter, LMFT Licensed Marriage and Family Therapist**, employees, contractors, interns, and practicum students resulting from the use or misuse of text messaging.

Client  
signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Client printed name: \_\_\_\_\_

Legal Guardian/Parent Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Legal Guardian/Parent printed name: \_\_\_\_\_

Provider  
signature \_\_\_\_\_ DATE: \_\_\_\_\_

Provider printed name: \_\_\_\_\_