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ELECTRONIC COMMUNICATION CONTACT POLICY

Please read the following information and sign and date on the last page. This contains important information about communicating with your therapist via cell phone, text message, email and any other electronic means, and outlines policies on contacting your therapist between sessions.

EMAILING or TEXT MESSAGING YOUR THERAPIST:

Your therapist checks e-mail and text messages approximately twice a day on weekdays and sporadically on weekends and vacations. Please note that while your therapist, Nicole Ashton, MA, Marriage and Family Therapist typically responds within 48 hours, there are times when email and text message replies may take several days when your therapist is away from the office, or occasionally your email may have inadvertently gone to the spam folder. If you have not received a reply within 72 hours, please call Nicole's office at 310.592.8274.

It is important to understand that E-mail and/or text messaging is not an ideal forum for communication of emergencies or crisis situations. Also, in NON-crisis and NON-emergency situations, cell phones, E-mail, and text communication carries risks to confidentiality and security of the e-mail and text messaging contents. ***This means that confidentiality and security cannot be guaranteed.*** Your therapist feels that it is in the best interest of the therapist/client relationship to communicate within **your weekly therapy session.**

IMPORTANT NOTE: IF YOU ARE A CURRENT CLIENT FACING A LIFE THREATENING EMERGENCY, CRISIS OR SUICIDE AND CANNOT REACH YOUR THERAPIST, PLEASE GO DIRECTLY TO AN EMERGENCY ROOM, OR DIAL 911 FOR EMERGENCY SERVICES.

Services by use of Information Technology. Services by electronic means, including but not limited to telephone communication, the Internet, SKYPE, cell phone, facsimile machines, and e-mail is considered telemedicine by the State of California. Under the California Telemedicine Act of 1996, telemedicine is broadly defined as the use of information technology to deliver medical services and information from one location to another. You need to understand the following when contacting your therapist via electronic means:

(1) You retain the option to withhold or withdraw consent at any time without affecting the right to future care or treatment or risking the loss or withdrawal of any program benefits to which you would otherwise be entitled.

(2) All existing confidentiality protections and limits of confidentiality are equally applicable.

(3) Your access to all medical information transmitted during a telemedicine consultation is guaranteed, and copies of this information are available for a reasonable fee.

(4) Dissemination of any of your identifiable images or information from the telemedicine interaction to researchers or other entities shall not occur without your consent.

(5) There are potential risks, consequences, and benefits of telemedicine. Potential benefits include, but are not limited to providing convenient access to up-to-date information, consultations, support, change in the conditions of practice, improved access to therapy, and reduction of lost work time and travel costs. Effective therapy is often facilitated when the therapist gathers within a session or a series of sessions, a multitude of observations, information, and experiences about the client. Therapists may make clinical assessments, diagnosis, and interventions based not only on direct verbal or auditory communications, written reports, and third person consultations, but also from direct visual and olfactory observations, information, and experiences. When using information technology in therapy services, potential risks include, but are not limited to the therapist's inability to make visual and olfactory observations of clinically or therapeutically potentially relevant issues such as: your physical condition including physical challenges, apparent height and weight, body type, attractiveness relative to social and cultural norms or standards, gait and motor coordination, posture, work speed, any noteworthy mannerism or gestures, physical or medical conditions including bruises or injuries, basic grooming and hygiene including appropriateness of dress, eye contact (including any changes in the previously listed issues), sex, chronological and apparent age, ethnicity, facial and body language, and congruence of language and facial or bodily expression. Potential consequences thus include the therapist not being aware of what he or she would consider important information, that you may not recognize as significant to present verbally the therapist.

(6) It is important to understand that in spite of your therapist's best efforts to maintain confidentiality via email, any email sent or received over the Internet may be intercepted by outside sources, therefore may not be completely confidential and cannot be guaranteed as such. Human error is another factor to consider carefully as email is an immediate means of communication and human error happens.

(7) It is important to understand that in spite of your therapists best efforts to maintain confidentiality via cell phone communication including text messages the conversation AND TEXT cannot be guaranteed as confidential as it may be intercepted by an outside source that your therapist has no control over or by human error.

(8) It is important to understand that at times, email communication or cell phone communication including text messages content between you and your therapist maybe misinterpreted due to lack of eye contact, vocal tone, and attending to facial expressions between client and therapist. If you are unsure about the intent or content of an email or the intent of the

therapist via cell or phone conversations, you are encouraged to discuss concerns, questions and ask for clarification.

(9) If you are ill, or on vacation or out of town, and you would prefer to conduct that week's session via phone, this is acceptable **on occasion**. You will be billed the same rate as your in person session.

(10) Outside of your regularly scheduled weekly session, in the event of a **crisis situation** one brief (**no more** than five minutes) phone call, or short email (**no more** than a paragraph) is acceptable **on occasion** between sessions [please note – on occasion does not mean every week]. It is important that you first consider utilizing your therapy tools, and other support systems between therapy sessions before contacting your therapist unless it is a life threatening emergency or a crisis situation. **If you are suicidal and cannot reach your therapist, please contact 911 immediately.**

(11) Your emails should be geared toward confirming or changing appointments, and not discussing therapeutic topics, sending photos, jokes, or other such emails as the relationship is of a professional therapeutic nature. Any other topics outside of this are best saved for your session.

(12) If you frequently contact your therapist via email or phone outside of your normal session, it is important to understand that your therapist will bill you for a portion of his or her time, based on his or her regular hourly rate as agreed upon. As the therapist sees numerous clients per week, the therapist may receive numerous emails and calls each week from many clients.

(13) **IMPORTANT NOTE:** If the frequency of phone calls and email contact continues between sessions, your therapist will discuss her policy on this topic and possibly considering a higher level of care. If a higher level of care is deemed to be in your best interest, then your therapist will assist you in locating a therapist, clinic, in patient, hospital, or other clinical setting that will provide a higher level of care and may better assist you if your needs increase to more than a once a week session due to frequent between session contact (*see 14 below).

(14) *On occasion, **during a crisis**, your therapist may be able to accommodate an increase in sessions per week. However, this is not guaranteed and will be strictly dependent upon the therapist's clinical evaluation of this request as well as the therapist's availability and schedule. ***Again, if between session contact increases in frequency, your therapist will speak to you about a higher level of care.***

(15) Clients forwarding, sharing, printing, etc. of email or text correspondence between you and your therapist with outside parties including friends and family is considered unethical and a breach of confidentiality and not advised. You break your own confidentiality by doing this and risk damaging trust and rapport between you and your therapist.

(16) If a friend, co-worker, supervisor, family member or any other outside party of the client contacts the therapist via email or voicemail regarding your treatment once a therapeutic relationship has been established, the therapist will not confirm or deny or acknowledge you as a

client in any way. This will be communicated to the emailing party as well, and you will be alerted of this communication in your session.

If you have read and understood the above risks of communicating electronically via email or cell phone (including text messaging, fax, SKYPE) with your therapist, and policies regarding between session contact, and if you agree to the extra fees that may incur should you frequently contact the therapist via email and phone or any other electronic means, please sign below. **DO NOT SIGN** if you have any questions regarding the above information (paragraphs 1-16). Please feel free to discuss any questions you may have before signing. Your signature indicates that you are willing to accept the risk and limits of confidentiality, including human error, and the additional charges (outside of emergencies) if you decide to contact your therapist via cell phone or email or by any other electronic means over the occasional 5-minute between session rule, and that you are willing to consider a higher level of care if the frequency of contact between sessions falls outside of the policies outlines above.

My signature below indicates that:

- 1. I understand the risks [including potential lack of confidentiality and human error] of communicating via email, text or cell phone and any other electronic means.**
- 2. I agree to abide by the policies set forth by Nicole Ashton, Marriage and Family Therapist with respect to contacting my therapist between sessions and the additional fees that I may incur.**
- 3. I will agree to consider a higher level of care should the frequency of between sessions increase and I find that I need additional frequent support outside of my regular weekly therapy session.**

Print Name: _____ Date _____

Client Signature: _____