

CONSENT AND WAIVER FOR ELECTRONIC COMMUNICATION¹

I understand and accept that there are significant risks associated with e-mail and text communications and video calls, including the following:

- 1.** Increased risk of personal information being disclosed to/accessed by third parties.
 - Employers and online services may have a legal right to inspect and keep electronic communications that pass through their system.
 - Electronic communications can be forwarded, intercepted, circulated, stored, or even changed without the knowledge or permission of the RAAM clinic or the client.
 - Deleted or backup copies of electronic communications may exist on a computer system.
 - Electronic communications may be disclosed in accordance with a duty to report or a court order.
 - Videoconferencing services may be more open to interception than other forms of communication.
 - E-mail and text messages can more easily be misdirected, resulting in increased risk of being received by unintended and unknown recipients.
 - Someone may impersonate others over e-mail, and this impersonation may not be detected by the recipient.
- 2.** Electronic communications can introduce malware into a computer system and potentially damage or disrupt the computer, networks, and security systems.
- 3.** E-mail and text messages can be easier to falsify than handwritten or signed hard copies.

I understand and accept the following:

- 1.** The RAAM clinic is not responsible for any costs related to text/e-mail correspondence.
- 2.** Care provided through electronic communication cannot replace the need for physical examination or an in-person visit for some situations, and I understand the need to seek urgent care in an emergency department as necessary.
- 3.** The RAAM clinic is not liable for breaches of confidentiality caused by a member of the RAAM staff or clinical team or any third party (i.e., anyone else who accesses my cell phone or computer).
- 4.** I may withdraw my consent to communicate by e-mail, text, or video call at any time and must do so in writing.

¹ Adapted from materials provided courtesy of the Northwestern Ontario Regional RAAM Steering Committee.

I declare I have read, understood, and agree to the contents of this Consent and Waiver for Electronic Communication in its entirety. I agree that the RAAM clinic will not be liable for any breaches of confidentiality, whether caused by me, RAAM clinic employees, or a third party. By accepting these terms, I understand the risks and limitations of electronic communications, such as e-mail, text, and video calls. I waive and hold harmless the RAAM clinic from and against all claims, damages, losses, expenses, and costs, including reasonable legal fees relating to or arising from any information shared due to my use of the above mentioned electronic communications with the RAAM clinic.

I consent to exchanging personal health information by (please check which form(s) of communication apply):

E-mail Text messaging Video calls

NOTE TO CLIENT: In order to communicate with you by text messaging and/or e-mail, we need to make sure you are aware of and consent to the privacy risks and other issues that arise when we communicate this way and to document your agreement.

- I understand that text messaging and/or e-mail is not appropriate for emergency or urgent situations.
- I understand that there is no guarantee that e-mails/texts will be checked in a timely manner, and anything that requires timely action is best communicated during my appointment or by calling the RAAM line.
- I understand that I am not able to access my provider outside of clinic hours and that I should contact emergency services if I require immediate assistance.
- I understand that text messaging and/or e-mail correspondence may be included in my file.
- I understand that the RAAM clinic will not forward my texts and/or e-mail without my consent to any third party except as authorized by law.
- I understand that the RAAM clinic is not liable for breaches of confidentiality caused by me or any third party (i.e., anyone else who accesses my cell phone or computer).
- I understand the risks and limitations associated with the communication of texts and/or e-mail between the RAAM clinic and me.

I declare I have read, understood, and agree to the contents of this Informed Consent for text messaging and/or e-mail in its entirety. By signing this form, I confirm that I understand the risks and limitations of text messaging and/or e-mail.

Client name

Date of birth

Signature

Date

Distribution: Copy to Client