

# CONSENT TO USE ELECTRONIC COMMUNICATIONS TO PROVIDE TELEHEALTH SERVICES

This template provides guidance as to the type of information that you should consider including in your consent for telehealth services. If you choose to make reference to this template in the development of your own consent form, it should only be used as the starting point for an informed discussion with your patient regarding the use of electronic communications. You should consider adapting and amending it, if you choose to use it, to meet the particular circumstances in which electronic communications are expected to be used with your patient and to accord with the applicable legislation, guidelines and regulations in your jurisdiction.

## Service Provider Information

Name: \_\_\_\_\_

Name of Clinic/Corporation (if applicable):

Address:

Email (if applicable):

Phone (as required for Service(s)):

## Patient Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email (if applicable):

Phone (as required for Service(s)):

Other account information required to communicate via the Services

I, \_\_\_\_\_, acknowledge that in consenting to having \_\_\_\_\_ (the "Service  
*(Insert name)* *(Insert name of provider)*

Provider") communicate with and/or provide services through \_\_\_\_\_  
*(Insert name of medium(s) here [email, text, social media, videoconferencing, etc.]*

**I am aware of the following:**

### **1. *Risks of using electronic communication***

While the Service Provider will use reasonable means to protect the security and confidentiality of information sent and received using electronic communications, because of the risks outlined below, the Service Provider cannot guarantee the security and confidentiality of electronic communications:

- Use of electronic communications to discuss sensitive information can increase the risk of such information being disclosed to third parties.
- Despite reasonable efforts to protect the privacy and security of electronic communication, it is not possible to completely secure the information.
- Employers and online services may have a legal right to inspect and keep electronic communications that pass through their system.
- Electronic communications can introduce malware into a computer system, and potentially damage or disrupt the computer, networks, and security settings.
- Electronic communications are subject to disruptions beyond the control of the Service Provider that may prevent the Service Provider from being able to provide services
- Electronic communications can be forwarded, intercepted, circulated, stored, or even changed without the knowledge or permission of the Service Provider or the patient.
- Even after the sender and recipient have deleted copies of electronic communications, back-up copies may exist on a computer system.
- Electronic communications may be disclosed in accordance with a duty to report or a court order.
- Videoconferencing using no cost, publicly available services may be more open to interception than other forms of videoconferencing
- There may be limitations in the services that can be provided through electronic communications, dependent on the means of electronic communications being utilized
- Email, text messages, and instant messages can more easily be misdirected, resulting in increased risk of being received by unintended and unknown recipients.
- Email, text messages, and instant messages can be easier to falsify than handwritten or signed hard copies. It is not feasible to verify the true identity of the sender, or to ensure that only the recipient can read the message once it has been sent.

### **2. *Conditions of Using Electronic Communications***

- While the Service Provider will endeavour to review electronic communications in a timely manner, the Service Provider cannot provide a timeline as to when communications will be reviewed and responded to. Electronic communications will not and should be used for medical emergencies or other time-sensitive matters.
- Electronic communication may not be an appropriate substitute for some services that the Service Provider offers.
- Electronic communications may be copied or recorded in full or in part and made part of your clinical chart. Other individuals authorized to access your clinical chart, such as staff and billing personnel, may have access to those communications.
- The Service Provider may forward electronic communications to staff and those involved in the delivery and administration of your care. The Service Provider will not forward electronic communications to third parties, including family members, without your prior written consent, except as authorized or required by law.

- Prior to the commencement of the provision of services by the Service Provider through electronic communications, the Service Provider and the patient will establish an emergency protocol to address the following:
  - Steps to be followed in the event of a technical issue that causes a disruption in the services that are being provided by the Service Provider; and
  - Steps to be followed in the event of a medical emergency that occurs during the provision of services.
- The Service Provider is not responsible for information loss due to technical failures associated with your software or internet service provider.
- The Patient will inform the Service Provider of any changes in the patient’s email address, mobile phone number, or other account information necessary to communicate electronically.
- The Patient will ensure the Service Provider is aware when they receive an electronic communication from the Service Provider, such as by a reply message or allowing “read receipts” to be sent.
- The Patient will take precautions to preserve the confidentiality of electronic communications, such as using screen savers and safeguarding computer passwords.
- If the Patient no longer consents to the use of electronic communications by the Service Provider, then the Patient will provide notice of the withdrawal of consent by email or other written communication.

**Acknowledgement and Agreement**

I acknowledge that I have read and fully understand the risks, limitations, conditions of use, and instructions for use of the selected electronic communications as described above. I understand and accept the risks outlined above to this consent form, associated with the use of the electronic communications with the Service Provider and the Service Provider’s staff. I consent to the conditions and will follow the instructions outlined above, as well as any other conditions that the Service Provider may impose regarding electronic communications with patients. I acknowledge and agree to communicate with the Service Provider or the Service Provider’s staff using these electronic communications with a full understanding of the risks in doing so.

I confirm that any questions that I had regarding the provision of healthcare services through electronic communications have been answered by the Service Provider.

Name of Patient: \_\_\_\_\_

Signature of Patient: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_