

# Central Ottawa Family Medicine Associates

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## Patient Consent for Electronic Communications

In the coming months, our office expects to have the capacity to communicate with our patients electronically. Electronic communications (“EC”) are convenient but also create some risks to the privacy of your healthcare information. As a result, if you would like Central Ottawa Family Medicine Associates (“COFMA”) to communicate with you electronically, we must seek your written consent to use electronic communications services (“Services”) with you.

For the purposes of this document, COFMA includes your COFMA physician, COFMA nurses and office staff. COFMA may use the Services for the following purposes:

- 1) Unsecured messaging with you via email, text to your mobile device, social media or other messaging channels
  - a. To provide you with general information about healthcare and our services
  - b. To alert you that there is a message waiting for you in a secure website
- 2) Secured messaging that you can only see by signing in to a secure website with your identifier and a strong password. Secured messages will include matters that are appropriate for written communication, such as:
  - a. Reminding you about an upcoming appointment with us
  - b. Notifying you that you are overdue for a test or treatment
  - c. Providing you information about arrangements for tests or specialist appointments
  - d. Informing you of the results of tests or referrals, when appropriate
  - e. Responding to an email request from you, when appropriate
- 3) Secure videoconferencing to meet with you to discuss your health

The Appendix to this document outlines more fully the risks to you of agreeing to use the Services. It also provides the conditions for communicating with us. Please note especially the following risks of using the Services:

- 1) If someone other than you sees an unsecured message sent by COFMA, that other person will know that you are a patient of a COFMA physician; and
- 2) Anyone who gains access to your secure website identifier and password may learn that you have an upcoming appointment and/or discover private information about you and your health, such as which health problem(s) you have, the status of that health problem(s), the type of treatment(s) you are receiving and the identities of health professionals and institutions that are participating in your care.

Please read the risks, conditions and instructions in this form and the Appendix carefully before signing this form. **Note that we only accept consent for all of the purposes listed above in numbered paragraphs 1), 2) and 3); if you are not willing to consent to all of such purposes, please do not sign this consent form.**

We look forward to the opportunity to use EC to enhance our ability to communicate with you and we are happy to answer any questions that you may have regarding this consent.

### **Patient acknowledgement and agreement**

I acknowledge that I have read and fully understand the risks, limitations, conditions of use, and instructions for use of the Services described above and more fully described below in the Appendix to this consent form. I understand and accept the risks associated with the use of the Services outlined on this form in communications with COFMA. I consent to the conditions and will follow the instructions outlined here, as well as any other conditions that COFMA may impose on communications with patients using the Services.

I acknowledge and understand that despite recommendations that encryption software be used as a security mechanism for EC, it is possible that communications with COFMA may not be encrypted. Despite this, I agree to communicate with COFMA using these Services with a full understanding of the risk.

(over)

I acknowledge that either I or COFMA may, at any time, withdraw the option of communicating electronically through the Services upon providing written notice. Any questions I had have been answered.

This consent replaces any previous email consents that I may have provided to COFMA.

Patient name \_\_\_\_\_ Date of birth \_\_\_\_\_

Physician name: \_\_\_\_\_

Guardian name and relationship (if applicable)  
\_\_\_\_\_

Email address \_\_\_\_\_

Patient/Guardian signature \_\_\_\_\_ Date \_\_\_\_\_

### **Appendix: Risks of Using Electronic Communications**

COFMA will use reasonable means to protect the security and confidentiality of information sent and received using the “Services” as defined in this Consent to use electronic communications (“EC”). However, because of the risks outlined below, COFMA cannot guarantee the security and confidentiality of EC:

- Use of EC 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 EC, COFMA cannot completely secure the information.
- Employers and online services may have a legal right to inspect and keep EC that pass through their system.
- EC can introduce malware into a computer system, and potentially damage or disrupt the computer, networks, and security settings.
- EC can be intercepted, circulated, stored or changed without the knowledge or permission of COFMA or the patient.
- Even after the sender and recipient have deleted copies of EC, back-up copies may exist on a computer system.
- EC may be disclosed in accordance with a duty to report or a court order.
- Videoconferencing services such as Skype may be more open to interception than other forms of videoconferencing.

#### **If the email or text is used as an e-communication tool, the following are additional risks:**

- 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.

#### **Conditions of using the Services**

- While COFMA will attempt to review and respond in a timely fashion to your EC, **COFMA cannot guarantee that all EC will be reviewed and responded to within any specific period of time. You must not use the Services for medical emergencies or other time-sensitive matters.**
- If your EC requires or invites a response from the COFMA and you have not received a response within two business days, it is your responsibility to follow up to determine whether the intended recipient received the EC and when the recipient will respond.
- EC is not an appropriate substitute for in-person meetings, telephone communication, videoconferencing or clinical examinations, where appropriate, or for attending the Emergency Department when needed. You are responsible for following up on COFMA’s EC and for scheduling appointments where warranted.
- EC concerning diagnosis or treatment may be printed or transcribed in full and made part of your medical record. Other individuals authorized to access the medical record, such as staff, may have access to those communications.
- COFMA may forward EC to staff and those involved in the delivery and administration of your care. COFMA might use one or more of the Services to communicate with those involved in your care. COFMA will not forward EC to third parties, including family members, without your prior written consent, except as authorized or required by law.
- Some Services might not be used for therapeutic purposes or to communicate clinical information. Where applicable, the use of these Services will be limited to education, information, and administrative purposes.
- When you create a password for COFMA’s secure website, it should be a password you use only for the COFMA website. You must not disclose your password to anyone else.
- COFMA is not responsible for information loss due to failures associated with your software or internet service provider.