

MCMASTER STUDENT WELLNESS CENTRE PATIENT AGREEMENT

GOVERNING LAW AND JURISDICTION AGREEMENT

This agreement (“Agreement”) is entered into by and between the patient and the Student Wellness Centre, McMaster University (collectively, the “Parties”). The Parties hereby agree that all aspects of the relationship between the patient and the Student Wellness Centre, McMaster University, as well as her/his/their agents, delegates, employees, and any physicians and other independent healthcare practitioners providing medical or other healthcare and treatment to the patient, or in association with The Student Wellness Centre, McMaster University, including without limitation any medical or other healthcare and treatment provided to the patient, and the resolution of any and all disputes arising from or in connection with that relationship, including any disputes arising under or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the province or territory of Ontario (other than conflict of laws rules) and the laws of Canada applicable therein. The Parties hereby acknowledge that the medical or other healthcare and treatment received by the patient from the Student Wellness Centre, McMaster University will be provided in the Province of Ontario, and that the Courts of Ontario shall have exclusive jurisdiction to hear any complaint, demand, claim, proceeding or cause of action, whatsoever arising from or in connection with that medical or other healthcare and treatment, or from any other aspect of the relationship between the patient and the Student Wellness Centre, McMaster University.

PRIVACY AND CONFIDENTIALITY

The Student Wellness Centre provides care for registered students of McMaster University. We believe that the best counselling and health care are provided in an atmosphere that respects privacy and assures confidentiality. Any information you share with your health care providers or other Student Wellness Centre staff will be held in the strictest of confidence. Ontario has a law that protects your personal health information, the Personal Health Information Protection Act (PHIPA). The Student Wellness Centre is in compliance with this legislation, and staff are bound as a condition of employment, and by law and ethics, to safeguard your privacy and the confidentiality of your personal information. We will only collect information that may be necessary for your care, keep accurate and up-to-date records, and retain and destroy records in accordance with the law. You have the right to see and to obtain copies of your records. Please see our brochure and Privacy Statement for more details.

We will share general information or impressions with other Student Wellness Centre health care providers involved in your care, and disclose information to third parties only with your signed consent or where legally required. No information will be released by us to anyone without your signed consent except in accordance with provincial legislation. You should be aware of the following situations in which your personal information may be disclosed to persons outside the Student Wellness Centre without your consent:

- If you are in serious and imminent danger of hurting yourself or someone else, we may need to reveal to an appropriate third party enough information to help you and to protect others (e.g. health care providers, ambulance, police or security, family, etc.).
- If you are involved in a legal proceeding, the court may subpoena our records.
- We are required by law to report any suspected instances of sexual contact by a regulated health care provider.
- We are required by law to report to the appropriate authorities any suspicions that a child (someone presently under age 16) has been or is being abused.

Otherwise, family, friends, University officials, faculty, and other third parties will not have access to information from the Student Wellness Centre about you, or about whether or not you have used our services.

RESEARCH

McMaster University prioritizes research. Students may be approached to participate in research and have the right to refuse. This will not in any way impact the care provided at the Student Wellness Centre.

MISSING HEALTH INSURANCE BILLING INFORMATION (FOR MEDICAL APPOINTMENTS ONLY)

If you are seen at the Student Wellness Centre and have not presented accurate health insurance billing information, you will be sent an invoice for payment for your visit. If you subsequently provide a health insurance number, which entitled you to coverage at the time of your visit, the invoice will be cancelled. Failure to either provide a valid insurance number, or pay the invoice, will lead to a fine applied to your student account.

COMMUNICATING BY VOICEMAIL MESSAGE AND TEXT MESSAGE

The Student Wellness Centre may communicate personal health information it deems appropriate via voicemail and text message to the telephone number you provide. Communication of personal health information by voicemail and text message will be at the discretion of the Student Wellness Centre staff members involved in your care. Voicemail messages may contain (but are not limited to) test results, questions about your medical condition(s), and appointment information. Information communicated by text message will be minimal and brief, limited to appointment information and notification of missed telephone calls and emails. You shall immediately inform the Student Wellness Centre of changes to your telephone number.

The Student Wellness Centre voicemail and text messaging service is a general account, accessed by Student Wellness Centre nurses and receptionists. Voicemail and text messages are only monitored periodically. Significant time may pass without Student Wellness Centre staff viewing or responding to voicemail and text messages. Health care providers can make no guarantee of a response, or a response within a certain time frame. Voicemail and text messages are not appropriate for communication about all health issues, particularly those of an urgent nature. If you have a serious psychological/medical emergency, you will use other means to seek help, whether or not that help includes contacting the Student Wellness Centre. All voicemail communication will be documented in your health record, which becomes the property of McMaster University. As a result, that information, including your telephone number, may be disseminated as part of an authorized release of a copy of my medical record.

The Student Wellness Centre will use reasonable means to protect the privacy of your personal health information. Voicemail is not a secure method of communication; therefore, McMaster University cannot guarantee the security of messages that you send to or receive from the Student Wellness Centre. Voicemail is not encrypted. Voicemail is not as confidential as mail or direct telephone communication. It is possible for a third party to intercept or listen to voicemail without the knowledge of either the sender or recipient of the message. You accept the risk of loss of privacy or confidential health information associated with communication by voicemail and nonetheless agree to its use. You also agree that my regulated healthcare professional and/or McMaster University shall not be liable for any type of damage or liability arising from or associated with loss of confidentiality due to communication by voicemail. Since McMaster University does not operate or control any service on the telephone, you understand that McMaster University cannot and does not guarantee that use of this means of communication will be free from technological difficulties, including, but not limited to, loss of messages.

This authorization is valid until you notify the Student Wellness Centre in writing that you no longer consent to the use of voicemail or text messaging to communicate your personal health information. McMaster University also retains the right to terminate voicemail as a means of communication at any time if, in the healthcare provider's judgement, it becomes appropriate to do so.

COMMUNICATING BY ELECTRONIC MAIL (EMAIL)

The Student Wellness Centre may communicate personal health information it deems appropriate via the email address you provide. Communication of personal health information by email will be at the discretion of the Student Wellness Centre staff members involved in your care. These email messages may contain (but are not limited to) laboratory requisitions, test results, and appointment information.

The Student Wellness Centre email is a general account, accessed by Student Wellness Centre nurses, receptionists, and health promotion staff. Email is only monitored periodically. Significant time may pass without Student Wellness Centre staff viewing or responding to email. Health care providers can make no guarantee of a response, or a response within a certain time frame. Email is not appropriate for communication about all health issues, particularly those of an urgent nature. If you have a serious psychological/medical emergency, you will use other means to seek help, whether or not that help includes contacting the Student Wellness Centre. You understand that professional services will not be provided via email. All email communication will be retained as part of your health record and becomes the property of McMaster University. As a result, that information, including your email address, may be disseminated as part of an authorized release of a copy of my medical record.

The Student Wellness Centre will use reasonable means to protect the privacy of your personal health information. Email is not a secure method of communication; therefore, McMaster University cannot guarantee the security of messages that you send to or receive from the Student Wellness Centre. Email is not encrypted. Email is not as confidential as mail or telephone communication. It is possible for a third party to intercept or read email without the knowledge of either the sender or recipient of the mail. Because of the ease and informality with which email can be used and because email may be easily forwarded to multiple addresses, the potential loss of confidentiality associated with its use may be of greater consequence than that suffered with written or telephone communication. You accept the risk of loss of privacy or confidential health information associated with communication by email and nonetheless agree to its use. You also agree that my regulated healthcare professional and/or McMaster University shall not be liable for any type of damage or liability arising from or associated with loss of confidentiality due to communication by email. Since McMaster University does not operate or control any service on the internet, you understand that McMaster University cannot and does not guarantee that use of this means of communication will be free from technological difficulties, including, but not limited to, loss of messages.

This authorization is valid until you notify the Student Wellness Centre in writing that you no longer consent to the use of email to communicate personal health information. McMaster University also retains the right to terminate email as a means of communication at any time if, in the healthcare provider's judgement, it becomes appropriate to do so.

THE STUDENT WELLNESS CENTRE WILL NOT CONTACT YOU REGARDING NORMAL RESULTS

The Student Wellness Centre will not contact you regarding investigations, including lab results, which are normal. We will contact you regarding any significant abnormal results. Otherwise, you may contact the Student Wellness Centre to confirm results if you wish to do so.

NO-SHOW AND CANCELLATION POLICY

We require at least 12 hours prior notice to cancel an appointment. Failure to attend an appointment without providing adequate notice of cancellation will result in a fee of \$30.00, \$50.00, or \$100.00, depending on appointment length and provider type (physician, counsellor, or psychiatrist). Please see the Student Wellness Centre Fees guide for details.

The Student Wellness Centre does attempt to remind students of upcoming appointments. You will receive a text message to your phone 48 hours prior to such an appointment. Not having received such a reminder is not a sufficient excuse for failing to attend a booked appointment. Your grades will not be released at the end of the academic year until all fees are paid. If you feel that you have been charged a “no show” fee in error, please submit this, in writing to the Director of the Student Wellness Centre.

PLEASE SIGN BELOW TO INDICATE THAT YOU (THE PATIENT) UNDERSTAND AND ACCEPT THE ABOVE INFORMATION.

Signature: _____

Name on health card (first - middle - last): _____

Date of birth (YYYY-MM-DD): _____

Telephone number (### - ### - ####): _____

McMaster email address: _____

Student number: _____

Program / faculty: _____

Date signed (YYYY-MM-DD): _____

Only if applicable:

Signature of substitute or decision-maker on behalf of patient: _____

Name of substitute or decision-maker on behalf of patient: _____

Date signed (YYYY-MM-DD): _____