

**MCMASTER STUDENT WELLNESS CENTRE PATIENT AGREEMENT**

**PLEASE SIGN BELOW TO INDICATE THAT YOU (THE PATIENT) UNDERSTAND AND ACCEPT THE TERMS OUTLINED ON PAGES 2, 3, AND 4.**

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:**

<i>Signature of substitute or decision-maker on behalf of patient</i>	
<i>Name of substitute or decision-maker on behalf of patient</i>	
<i>Date signed (YYYY-MM-DD)</i>	

## 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 at 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 follows 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.

## ELIGIBILITY AND DISCHARGE FROM SWC SERVICES

Who is eligible for services?

- Full-time McMaster University Undergraduate and Graduate students who have paid the appropriate supplemental fees (see [registrar.mcmaster.ca/supplementary\\_fees/](http://registrar.mcmaster.ca/supplementary_fees/) for details)
- Students who are taking a part-time course load as part of accommodations and are registered with Student Accessibility Services
- McMaster Divinity students who are taking at least 18 units per Academic year
- McMaster English Language Development Diploma (MELD) students
- Post-doctoral fellows who need vaccinations as required by Education Services, Faculty of Health Sciences

You will have access to the services offered at the SWC 12 months of the year. You must bring your student card and proof of valid health insurance coverage when booking an appointment or checking in for an appointment.

When will your relationship end with the Student Wellness Centre?

Your therapeutic relationships with your physician, counsellor and/or other healthcare providers at the Student Wellness Centre will cease to exist once you leave McMaster and are no longer registered as a student or are enrolled in less than 18 units and no longer pay supplemental fees.

## **COMMUNICATING BY ELECTRONIC MAIL (EMAIL), VOICEMAIL, AND TEXT MESSAGE**

The Student Wellness Centre may communicate personal health information it deems appropriate via the email address you provide. Similarly, 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 email, voicemail, and text message will be at the discretion of the Student Wellness Centre staff members involved in your care. Email messages may contain (but are not limited to) laboratory requisitions, test results, and appointment information. 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 email, voicemail, and text messaging services are general accounts, accessible by Student Wellness Centre nurses and receptionists. Emails, voicemail messages, and text messages are only monitored periodically. Significant time may pass without Student Wellness Centre staff viewing or responding to email, voicemail, and text messages. Health care providers can make no guarantee of a response, or a response within a certain time frame. Email, voicemail, and text messages are not appropriate for communication about all health issues, particularly those of an urgent or sensitive nature. If you have a serious psychological or medical emergency, you will use other means to seek help, whether or not that includes contacting the Student Wellness Centre. You understand that professional services will not be provided via email. Email communication or a summary of it 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 and telephone number, may be disseminated as part of an authorized release of a copy of your medical record.

The Student Wellness Centre will use reasonable means to protect the privacy of your personal health information. Email, voicemail, and text messaging are not secure methods of communication; therefore, McMaster University cannot guarantee the security of messages that you send to or receive from the Student Wellness Centre. Emails, voicemail messages, and text messages are not encrypted. Email is not as confidential as mail or telephone communication. Voicemail is not as confidential as mail or direct telephone communication. It is possible for an unauthorized third party to intercept or listen to a voicemail message without the knowledge of either the sender or recipient of the message. It is possible for an unauthorized third party to intercept or read an email or text message 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, voicemail, and text message and nonetheless agree to its use. You also agree that any 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, voicemail message, or text message. 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, voicemail message, or text message to communicate personal health information. McMaster University also retains the right to terminate email, voicemail message, and text message as a means of communication at any time if, in the healthcare provider's judgement, it becomes appropriate to do so.

## **VIRTUAL CARE**

The Student Wellness Centre may provide virtual patient care services (i.e., telephone consultation, videoconferencing) at the discretion of the care provider if you have an existing relationship with the care provider. Virtual care is not a substitute for in-person communication or examinations for all health matters, or for attending the emergency department or urgent care centre when necessary (including for any emergency care that may be required). In certain circumstances, your care provider may determine that virtual care is no longer appropriate, and suggest alternate means of care (e.g., an in-person appointment, assessment at emergency department or urgent care center, call 911). Similar to in-person encounters, digital communications will be documented in your health record.

The Student Wellness Centre will use reasonable means to protect the privacy of your personal health information. It is imperative that the virtual session takes place in a quiet, private space that is free of distractions, with reliable internet and/or telephone service. No one will record the session without permission from all participants. Risks involved in using virtual care technologies include the potential for privacy breaches resulting from unauthorized physical or electronic eavesdropping, hacking and software exploits, technical failures, and configuration errors. You accept the risk of loss of privacy or confidential health information associated with virtual care and nonetheless agree to its use. You also agree that any 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 digital communication. 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.

This authorization is valid until you notify the Student Wellness Centre in writing that you no longer consent to the use of virtual care. McMaster University also retains the right to terminate virtual care services at any time if, in the healthcare provider's judgement, it becomes appropriate to do so.

#### **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.

#### **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.

#### **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.

#### **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.