

CONSENT FORM FOR ELECTRONIC COMMUNICATION

Client name: _____ Date: _____

Client address: _____

Client Acknowledgment and Agreement

I acknowledge that I have read and fully understand this consent form for electronic communication. Electronic communication can include e-mail, videoconferencing, websites/web applications or online submissions, web portal, text messaging, telephone, or fax between me and any JF&CS staff.

I have read and agree to the terms and conditions below. I understand the risks associated with an electronic communication and consent to the conditions in this consent form. In addition, I agree to the instructions in this form, as well as any other instructions that JF&CS may impose to communicate with clients electronically. Any questions I had were answered. This consent will be valid for one month after the date my case is closed.

I do not wish the following personal information discussed by e-mail (state any other electronic communication): _____

Check all means of electronic communication you permit the JF&CS to use with you:

- | | | | |
|---------------------------------|---|---|---|
| <input type="checkbox"/> E-mail | <input type="checkbox"/> Text messaging | <input type="checkbox"/> Video conferencing | <input type="checkbox"/> Web Application or Online submission |
| <input type="checkbox"/> Fax | <input type="checkbox"/> Web Portal | <input type="checkbox"/> Telephone | <input type="checkbox"/> Other: _____ |

Client current telephone #: _____ Client telephone # for texting: _____

Client email address: _____ Client fax number: _____

If you are unable to communicate with JF&CS electronically, do you allow someone else to communicate with JF&CS on your behalf?
Please choose one: YES ☐ NO ☐ N/A ☐ If YES, please provide the person's name _____,

email address _____ and telephone number _____

I understand that I may withdraw this consent at any time by contacting my worker/coordinator or the Privacy Officer at JF&CS. For questions regarding consent, please get in touch with the JF&CS Privacy Officer (ext. 6636) at privacy@jfandcs.com.

Client Signature _____ Today's Date: _____

Substitute Decision-Maker* (SDM) (if Client is incapable)

_____ Name of SDM	_____ Relationship to client	_____ Signature of SDM	_____ Today's Date
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JF&CS Staff _____ Today's Date: _____

*The list of SDMs in priority order is: guardian of person, attorney for personal care, representative appointed by Consent & Capacity Board, spouse/partner, child/parent (includes CAS), parent with access right, sibling, any other relative, Public Guardian and Trustee.

Verbal Consent to Electronic Communication

☐ Consent Discussion with the Client

As a JF&CS staff, I explained the purposes of collecting, using or disclosing the Client's information. I explained the need for consent from the Client. I explained the form to the Client over the telephone/video conference. The Client provided verbal consent to communicate electronically. I reviewed the consent form in its entirety with the Client, and answered all of the Client's questions.

_____ Name of JF&CS Staff	_____ Signature JF&CS Staff	_____ Today's Date
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TERMS AND CONDITIONS FOR CLIENT CONSENT FOR USE OF ELECTRONIC COMMUNICATION

1. Risk of Using Electronic Communication

JF&CS offers clients the opportunity to communicate with its staff by electronic means. JF&CS uses electronic communication to provide services to clients. Electronic communications here include e-mail, websites/web applications or online submissions, web portal, text messaging, telephone, or fax. Direct electronic communication such as web application, online submission or web portal may provide a secure way for JF&CS to communicate with our clients. Transmitting client information by electronic means, however, has a number of risks that clients should consider before giving consent. These risks include, but are not limited to:

1. Electronic communication is not secure and can be intercepted, altered, forwarded, or used without authorization or detection.
2. Electronic communication can be circulated, forwarded, and stored in numerous paper and electronic files.
3. Electronic communication can be immediately broadcast worldwide and be received by both intended and unintended recipients.
4. Electronic communication can be more easily falsified than handwritten or signed documents.
5. Backup copies of electronic communication may exist even after the sender or the recipient has deleted his or her copy.
6. On-line services have a right to archive and inspect electronic communication transmitted through their systems.
7. Electronic communication can be used to introduce viruses into computer systems.
8. Electronic communication can be used as evidence in court.
9. A web application, online submission or web portal may or may not be password-protected website, and additionally such websites may also be susceptible to hackers.
10. Malicious malware on the website may intrude and compromise the security of a web application or portal, e-mails, video conferencing, instant messaging and allow unauthorized persons to view client information.
11. Other electronic communication vulnerabilities include misconfigured devices and software, non-robust user authentication, insecure application programming interfaces.
12. JF&CS may suspend or discontinue the use of electronic communication at any time for any reason

2. Conditions for the Use of Electronic Communication between JF&CS and Clients

JF&CS will use reasonable means to protect the security and confidentiality of information sent and received via electronic communication. However, because of the risks outlined above, JF&CS cannot guarantee the security and confidentiality of electronic communication, and will not be liable for improper disclosure of confidential information that is not caused by JF&CS' intentional misconduct. Thus, clients must consent to the use of electronic communication for information. The Client's consent allows JF&CS to communicate with clients via the use of electronic communication while adhering to the following conditions:

1. Although JF&CS will try and respond promptly to electronic communication from clients, JF&CS cannot guarantee when the communication is received and/or can be responded to. Thus, the Client shall not use electronic communication for urgent or other time-sensitive matters, e.g. using e-mails for emergency matters. **For urgent issues, the Client should call 911, police or visit the nearest hospital emergency unit.**¹
2. All relevant electronic communication to or from Client concerning services provided will be made part of the Client's record. Because they are a part of the Client's record, other individuals authorized to access the client record, such as staff and billing personnel will have access to those records.
3. JF&CS may forward electronic communication internally to JF&CS's staff and agents as necessary for service provision, treatment, reimbursement, and other handling. JF&CS will not, however, forward electronic communication to other independent third parties that are not stated on this form without the Client's prior express/explicit consent, except as authorized or required by law.
4. The Client is responsible for informing JF&CS of any information the Client does not want to be sent by electronic communication in the section available above.
5. The Client is responsible for protecting their password or other means of access to any electronic communication. JF&CS is not liable for breaches of confidentiality caused by the Client.
6. JF&CS will use reasonable safeguards through electronic communication with clients. However, because of the risks stated above, JF&CS has no control over any third-party platform (e.g., website, web application or portal), so we cannot guarantee security and cannot confirm if such a third-party platform is susceptible to hackers. We have no other control and cannot provide any additional security.
7. JF&CS shall not engage in electronic communication that is unlawful with clients.

3. Instructions

1. Client can withdraw express consent only by e-mail, faxing, or written communication to JF&CS. But must also understand that withdrawal of consent may hinder or affect service delivery to the Client.
2. Client can review a copy of JF&CS Privacy Policy by asking their worker or can be found here <https://www.jfandcs.com/privacy>

¹ If your communication pertains to a child welfare emergency you can also contact the Emergency After Hours Service, 1-800-404-1393