

8.5 Sample Consent Form

[Caring Contacts program name] Consent

By registering for [Caring Contacts program name], you are agreeing to the following terms and conditions related to the use of this service.

Description

[Caring Contacts program name] is a text-based program that provides positive support to people who are experiencing a challenging time. Once you sign up, you'll be connected to a real person who will send periodic caring messages through text. You can reply and converse over text if you'd like, or you can choose not to respond and only receive messages. If you find [Caring Contacts program name] to be helpful, you are welcome to re-enroll after 12 months. This service is free to use, confidential, and you can opt out at any time.

[Caring Contacts program name] is operated by [organization name].

Conditions of Use/Code of Conduct

1. By participating in [Caring Contacts program name], you agree to receive text messages (SMS/MMS) to the mobile number you provide. Message and data rates from your carrier may apply. [Caring Contacts program name] and [program name] are not responsible for any additional charges from your wireless provider.
2. You may opt out of this service at any time by texting "STOP" to us. If you wish to re-enroll later, you may do so by registering for [Caring Contacts program name] again. You agree to treat [organization name] staff with respect and agree that you will not share lewd content with, harass, or abuse said staff in any way. If such behavior occurs, you may be withdrawn from the program with or without warning.
3. You understand that [organization name] staff are not permitted to share identifiable information, images of themselves, or their immediate location through [Caring Contacts program name] communications.
4. [Caring Contacts program name] is not monitored 24/7 and replies to your incoming messages may not be immediate. Responses will generally come within one business day or less but replies to your messages may be delayed in the evenings, on weekends, or on holidays. If you are in crisis, you are urged to contact 988, which IS monitored 24/7.
5. Messages from [Caring Contacts program name] will be primarily provided by your assigned follow-up specialist but may come from another staff member when needed.
6. Information shared with [organization name] through [Caring Contacts program name] will only be available to the program's staff and will not be shared with anyone outside of the program, except when required by law. While rare, this may occur when immediate threats to safety are a concern and can't be resolved or due to a court order.

Limitation of Liability

The use of this service does not constitute mental healthcare or treatment and is not a substitute for professional care. [organization name] and its employees are not responsible for any decisions or the results of the decisions you make when participating in [Caring Contacts program name]. By using this service, you agree to indemnify us of all damages. [Organization name] expressly disclaims all warranties of any kind and makes no warranty that [Caring Contacts program name] will: a) meet your requirements; b) be uninterrupted, timely, or error-free; or c) meet your expectations.

Privacy

We take your privacy and security very seriously. Security controls, including encryption and authentication, are in place to ensure the protection of your information. Any information provided by you or collected about you will not be shared or disclosed with any third party, except in case of emergency and/or as required by law. You agree to use this service and submit information at your own risk. You agree that [organization name] has no liability regarding unauthorized access to this service by a third party.


Choice of Law

Third-party links on this site may direct you to third-party websites that are not owned by or affiliated with [organization name]. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

[Organization name] reserves the right at all times to disclose any information as necessary to satisfy any law, regulation, or governmental request, or to refuse to post or to remove any information or materials.

Modification of the Terms, Conditions, and Privacy Statement: This statement may be modified from time to time. Any changes will be effective immediately upon posting.

Any disputes arising out of or related to this Policy shall be adjudicated, if necessary, and resolved in the state and federal courts located in [location of program]. [State of program] law, exclusive of its choice of law provisions, applies to and governs this Policy.



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