

**COMMUNITY HEALTH PRACTITIONER
PHARMANET ACCESS AGREEMENT**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Health, (the “Province”, “we”, “us”, or “our” as applicable)

AND:

[Note: These are personal agreements, and cannot be signed by any other legal entity]

Name

Professional College

Professional College ID #

Medical Services Plan Practitioner ID #

(the “Practitioner”, “you”, or “your” as applicable) at the following address:

Street Address, and/or Post Office Box and Postal Station

City, Province and Postal Code

Facsimile Number and Email Address

WHEREAS:

- A. The Province owns and is responsible for the operation of PharmaNet.
- B. PharmaNet contains highly sensitive confidential information, including Patient Personal Information, and it is in the public interest to ensure that appropriate measures are in place to protect the confidentiality of such information.
- C. The purpose of providing access to you and persons who access PharmaNet on your behalf is to enhance patient care by providing timely and relevant information to persons involved in the provision of therapeutic care to patients.

NOW THEREFORE for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Practitioner hereby agrees as follows:

1.0 INTERPRETATION

1.1 In this Agreement and the recitals to it, unless the context otherwise requires, capitalized terms will have the following definitions:

- (a) “**Access**” means access, in any manner and by any person, to electronic information, including Personal Information, contained in PharmaNet;

- (b) **“Amendment Effective Date”** has the meaning given in Section 6.1 of this Agreement;
- (c) **“Approved SSO”** means an organization included on the list of approved software support organizations on the Ministry of Health Website, as such list is amended from time to time, where the organization is under a contract made for the purpose of providing information technology software and/or services to you in order for your Practice to connect to and to Access PharmaNet;
- (d) **“Conformance Standards”** has the meaning given in Section 3 of the Schedule;
- (e) **“Disclosed Information”** means any Personal Information obtained from PharmaNet, and for greater certainty includes Retained Information;
- (f) **“Ministry of Health Website”** refers to the page “Community Health Practice Access to PharmaNet” webpage and related links found at
 - (i) www.gov.bc.ca/pharmanetaccess/communitypractitioners
 - (ii) or such other website as the Province may specify from time to time for the purposes of this Agreement;
- (g) **“Patient Personal Information”** means Personal Information related to an individual’s health or the provision of health services to the individual;
- (h) **“Personal Information”** means all recorded information that is about an identifiable individual or is defined or deemed as “personal information” or “personal health information” pursuant to any laws or regulations related to privacy or data protection that are applicable to the Province or to the Practitioner;
- (i) **“PharmaNet”** means PharmaNet as continued under s. 2 of the Information Management Regulation (74/2015) under the *Pharmaceutical Services Act*;
- (j) **“Practice”** means the practice of the health profession governed by the regulatory body identified on page 1 of this agreement, under the *Health Professions Act*;
- (k) **“Professional College”** is the regulatory body governing the Practice you have identified on page 1 of this agreement;
- (l) **“Retained Information”** has the meaning given in Section 5.1;
- (m) **“Schedule”** means the schedule attached as Schedule 1 to this Agreement;
- (n) **“Supervised Person”** means a person who has been authorized by you under Article 7.0 to Access PharmaNet or to access, use, retain, modify or disclose Disclosed Information on your behalf;
- (o) **“System Credential”** means any user IDs, passwords or credential (whether physical or logical) provided to you or a Supervised Person to Access PharmaNet; and
- (p) **“Training Requirements”** means, in relation to Access to PharmaNet, the completion of the following by you or the Supervised Person (as applicable):
 - (i) the Approved SSO -provided training program that the Approved SSO makes available to you in relation to PharmaNet, and
 - (ii) review of the Province-provided education materials (if any), made available by the Province on the Ministry of Health Website, in relation to PharmaNet.

1.2 In this Agreement:

- (a) “includes” and “including” are not intended to be limiting;
- (b) unless otherwise specified, a reference to a statute by name means the statute of British Columbia of that name, as amended or replaced from time to time, and includes any regulations or orders made under the authority of that statute; and
- (c) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

2.0 TERMS AND CONDITIONS OF ACCESS

2.1 You represent and warrant, now and during the term of this Agreement, that:

Good Standing:

- (a) you are a registrant in good standing with the Professional College and your licence permits you to deliver direct health care services to patients;

Comply with Privacy Legislation and Provincial Standards:

- (b) you have read, understand and will comply with:
 - (i) the *Personal Information Protection Act*, S.B.C. 2003, c.63; and
 - (ii) the Conformance Standards applicable to PharmaNet;
- (c) you understand that Access to, and use of, PharmaNet is subject to the following enactments:
 - (i) the *Pharmaceutical Services Act*, S.B.C. 2012, c. 22;
 - (ii) Information Management Regulation (BC Reg. 74/2015); and
 - (iii) the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165.
- (d) you will only Access PharmaNet, and use, retain or disclose the Disclosed Information that you obtain from PharmaNet, in compliance with applicable law, including the enactments described in clauses (b)(i) and (c) above;
- (e) without limiting paragraph (b)(ii) above, before you Access or allow any Supervised Person to Access PharmaNet, you will:
 - (i) complete the Training Requirements for PharmaNet,
 - (ii) ensure that any required key administrative roles for an organization connecting to PharmaNet, as identified in the Conformance Standards, have been filled;

Participation in Surveys:

- (f) you will reasonably participate in any readiness assessments or user satisfaction surveys conducted by the Province or an Approved SSO in relation to the Training Requirements referred to in paragraph (e)(i) above; and

Notify Province on Change of Business:

- (g) you will promptly notify the Province if you intend to transfer or wind up your Practice or if your business address changes from that you have identified to the Province on form HLTH 4530 or the amendment form HLTH 7092.

Must Use Approved Software:

2.2 You must only Access PharmaNet during the term of this Agreement, from a location inside of British Columbia, as permitted in Article 3.0, using the software and services of an Approved SSO.

3.0 PURPOSES FOR ACCESS, RETENTION AND DISCLOSURE BY YOU

3.1 Subject to Sections 3.2 to 3.4, you may:

- (a) Access PharmaNet, and
- (b) use, retain or disclose the Disclosed Information that you obtain from PharmaNet,

for a purpose identified in Section 2 of the Schedule as being a purpose for which Access to PharmaNet is authorized.

How You Can Use Patient Information:

3.2 You may Access, use, retain or disclose Patient Personal Information contained in PharmaNet:

- (a) only in respect of an individual with whom you have a direct professional relationship that includes the delivery of health care services within your Practice;
- (b) only to the extent necessary for the performance of your duties in respect of that individual; and
- (c) only at the place(s) of practice within British Columbia that you have identified to the Province on form HLTH 4530, or the amendment form HLTH 7092.

In addition to the foregoing, you may use Retained Information for the purpose of monitoring your Practice in relation to drugs, devices, substances and related services provided by you to individuals with whom you have a direct professional relationship.

For greater certainty, you are not permitted to use Disclosed Information relating to services provided by other practitioners, or to individuals with whom you do not have a direct professional relationship or have not provided health care services within your Practice, for the purpose of reviewing your own Practice.

No Access or Use for Third Party:

3.3 You must not Access, use, retain or disclose Patient Personal Information contained in, or obtained from, PharmaNet for the purpose of performing a health or medical evaluation of a patient for a third party, including an evaluation for the Workers' Compensation Board of BC and the Insurance Corporation of British Columbia, unless you are also providing services related to the therapeutic treatment of the individual to whom the information relates.

No Market Research:

3.4 You must not Access PharmaNet, or use, retain or disclose the Disclosed Information, for the purpose of market research.

4.0 CONFIDENTIALITY AND SECURITY

4.1 You agree that:

Property of Province:

- (a) the information, files and records in PharmaNet remain the property of the Province subject to claims of privacy and ownership of third parties;

Province Controls Access:

- (b) the Province retains control of Access to PharmaNet; and

Can Only Use Information as Authorized Here:

- (c) you will maintain the confidentiality of Disclosed Information and will not use, retain, modify or disclose it except as permitted in this Agreement.

When You Can Disclose Information From Province:

- 4.2 You may only disclose the Disclosed Information to another person:
 - (a) as permitted in Article 3.0;
 - (b) as provided for in Articles 7.0 or 8.0 of this Agreement; or
 - (c) as otherwise required by applicable law.

Protect Information:

- 4.3 You must protect Disclosed Information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, of information, files or records containing Disclosed Information.

Other Privacy Obligations:

- 4.4 Without limiting any of your obligations under this Agreement or the Conformance Standards, you will Access PharmaNet in accordance with any further terms and conditions of Access communicated to you by the Province from time to time.

Must Use Approved System:

- 4.5 Unless otherwise provided in the Conformance Standards, you must only Access PharmaNet using the secure network or security technology that the Province certifies or makes available to you for that purpose, such as HNSecure or any replacement or additional secure network or security technology. The use of any such network or technology will be in accordance with the terms and conditions of use, including acceptable use policies, established by the Province and communicated to you from time to time by the Province in writing.

5.0 STORING DISCLOSED INFORMATION

When You Can Keep Disclosed Information:

- 5.1 You may only print, electronically retain, or copy information, files or records containing Disclosed Information (“**Retained Information**”) if:
 - (a) the Disclosed Information is printed, retained or copied only for a purpose for which retention of the Disclosed Information is permitted in Article 3.0, and
 - (b) such printing, retention or copying is otherwise in accordance with the requirements of the applicable Conformance Standards.

When You Can Modify Retained Information:

- 5.2 You must not alter or modify Retained Information unless such alteration or modification is expressly authorized in the Conformance Standards.

For greater certainty, you may annotate discrete Retained Information provided that the discrete Retained Information is not altered or modified other than as provided in this Section.

Must be Up to Date:

- 5.3 Before using Retained Information to make a decision affecting the treatment of a patient, you must ensure that the Retained Information is consistent with the most recent information available on PharmaNet at the time the decision affecting treatment is made.

6.0 AGREEMENT MODIFICATIONS

Deemed Acceptance of Changes to this Agreement by the Province:

- 6.1 The Province may amend, in whole or in part, the terms and conditions of this Agreement, including this section and any Schedules, at any time at its sole discretion. The Province will publish advance notice of any such amendment in its PharmaCare Newsletter, which is available on the following website (or such other website that may be specified by the Province from time to time for this purpose):

www.gov.bc.ca/pharmacarenewsletter

Any such notice will clearly specify the date upon which an amendment becomes effective (the “**Amendment Effective Date**”). The Amendment Effective Date for any

amendment will be at least sixty (60) days after the date that the PharmaCare newsletter that contains the notice is first published.

- 6.2 During the term of this Agreement, you must maintain an active, up-to-date subscription to the PharmaCare Newsletter referred to in section 6.1 above, by either subscribing to the newsletter with an email address that you regularly monitor, or by regularly checking the PharmaCare Newsletter website for new newsletters.
- 6.3 If you or any person you may authorize under Articles 7.0 or 8.0 continue to Access or use PharmaNet after an Amendment Effective Date, you will be deemed to have accepted the related amendment, and this Agreement will be deemed to have been so amended as of the Amendment Effective Date. If you do not agree with an amendment for which notice has been provided in accordance with section 6.1, you must promptly (and in any event before the Amendment Effective Date) cease all Access or use of PharmaNet by yourself and any person you may authorize under Article 7.0 or 8.0 and terminate this Agreement in accordance with section 14.1.

7.0 ACCESS BY SUPERVISED PERSONS

When You Can Authorize Others to See Information:

- 7.1 You may authorize one or more Supervised Persons to access, use, retain, modify or disclose Disclosed Information only if:
- (a) the person is required to access, use, retain, modify or disclose the Disclosed Information for the purpose of carrying out the person’s duties in relation to your Practice;
 - (b) the person is acting on your behalf and under your supervision; and
 - (c) the person has signed a confidentiality undertaking as specified by the Province on the Website.
- 7.2 Before allowing a Supervised Person to Access PharmaNet, you will ensure that the Supervised Person:
- (a) has completed the Training Requirements for PharmaNet; and
 - (b) has been assigned a System Credential in accordance with Section 7.3 and the Conformance Standards.

Keep Credentials Up to Date:

- 7.3 Throughout the term of this Agreement, you must ensure that the System Credentials assigned to Supervised Persons are and remain the most appropriate for their duties in relation to your Practice. In particular, you will:
- (a) ensure that the Access privilege/role associated with a Supervised Person's System Credential ("Access Privilege") provides the least Access necessary for the person to perform their duties in relation to your Practice; and
 - (b) promptly notify the Province so that a Supervised Person's Access Privilege is: (i) appropriately updated if that person's duties in relation to your Practice change, and (ii) revoked upon that person no longer having any duties in relation to your Practice.

You Are Responsible for Supervised Persons:

- 7.4 You must ensure that Supervised Persons only Access PharmaNet, or access, use, retain, modify or disclose Disclosed Information, as directed by you and in accordance with your obligations under this Agreement.

You Are Responsible for Supervised Persons' Actions:

- 7.5 Despite Sections 7.1 to 7.4, you agree that you are responsible under this Agreement for all activities undertaken by Supervised Persons in relation to their Access to PharmaNet or their access, use, retention, modification or disclosure of Disclosed Information.

8.0 ACCESS BY SOFTWARE SUPPORT ORGANIZATIONS

Access to Support System:

- 8.1 You may authorize an Approved SSO to access information, files or records in your control that contain Disclosed Information to the extent necessary for installing, implementing, maintaining, repairing, trouble shooting or upgrading a computer or information system used by you or a Supervised Person, or data recovery that is being undertaken following the failure of such a computer or information system.

Restrictions on Support Access:

- 8.2 You may direct an individual employed by or contracted to an Approved SSO to temporarily Access PharmaNet to the extent necessary to allow your Practice to be connected to and to Access PharmaNet, provided that any such Access by the individual:
- (a) is from a location inside of Canada,
 - (b) is mediated by you from your ordinary place of Practice, and
 - (c) is made only to the extent necessary and for the least amount of time required for the installation, testing, maintenance or repair of the hardware or software required for your ordinary place of Practice to be connected to and to Access PharmaNet.

You may not authorize the individual employed by, or contracted to, the Approved SSO to access Patient Personal Information under this section.

9.0 INTENTIONALLY BLANK

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10.0 ACCURACY

Information Must Be Accurate:

- 10.1 You will make reasonable efforts to ensure that any Personal Information recorded by you or a Supervised Person into PharmaNet is accurate, complete and up to date. In the event that you become aware of a material inaccuracy or error in such information, you will take reasonable steps to investigate the inaccuracy or error, correct it if necessary, and notify the Province of the inaccuracy or error and any steps taken.

11.0 AUDIT, INSPECTION AND RECORDS

Province Can Inspect:

- 11.1 In addition to any other rights of inspection the Province may have under an enactment, the Province may, at any reasonable time and on reasonable notice to you, enter your place of Practice to inspect any of your information management policies or practices relevant to your Access to PharmaNet, or to your authorization or direction of a person under Articles 7.0 or 8.0, and to inspect your compliance with this Agreement.

You Must Help Inspection:

- 11.2 You agree that you will permit and provide reasonable assistance to the Province to facilitate an inspection pursuant to Section 11.1.

Must Keep List of Persons With Access and all Confidentiality Undertakings:

- 11.3 You agree that during the term of this Agreement and for four years thereafter, you will retain a list of all persons to whom you have authorized Access to PharmaNet and the signed confidentiality undertakings referred to in Section 7.1(c), and you will promptly provide such documents to the Province upon request.

12.0 NOTICE TO PROFESSIONAL COLLEGE

- 12.1 If an inspection reveals that you are in breach of the terms of this Agreement, in addition to any action we may take against you under this Agreement or pursuant to other legal remedies we may pursue, we may also notify the Professional College in respect of any suspected inappropriate Access or use of PharmaNet by you or persons to whom you have authorized Access.

13.0 NOTICE OF NON-COMPLIANCE

- 13.1 You must promptly notify the Province and provide particulars if:
- (a) you or Supervised Persons or an Approved SSO do not comply, or you anticipate that you or a Supervised Person or an Approved SSO will be unable to comply with a provision in this Agreement in any respect, or
 - (b) you have knowledge of any circumstances, incidents or events which have or may jeopardize the security, confidentiality, or integrity of Personal Information in PharmaNet, or of PharmaNet or the provincial drug program, including any unauthorized attempt to access PharmaNet.

You Must Deal With Problems Immediately:

You will treat any such matter as a priority and will immediately investigate the matter and take steps to correct and prevent a recurrence of the matter, including such steps as may be required by the Province. You will provide the Province with the particulars of the matter and the steps you have taken or propose to take to address and prevent recurrence of the matter.

In addition to the methods set out in section 15.1, notice under this section may be provided verbally to the Province by calling: (250) 952-2280.

14.0 TERMINATION

14.1 You or the Province may terminate this Agreement at any time on thirty days' written notice to the other party.

14.2 The Province may terminate this Agreement:

(a) immediately and without notice to you if your access to PharmaNet is prohibited in accordance with the *Information Management Regulation*, B.C. Reg. 74/2015; or

(b) immediately upon providing notice to you if you fail to comply with this Agreement.

If the Province terminates this Agreement under paragraph (b) above, it may pursue any other remedies available to it in law or equity as well.

14.3 Notwithstanding Section 14.1 and 14.2, the Province may suspend or terminate any or all Access to PharmaNet by you or a Supervised Person, at any time in its sole discretion without notice to you if you do not comply with this Agreement or if the Province determines that the Province System is being used inappropriately by you or the Supervised Person.

15. NOTICE

15.1 Except where this Agreement expressly provides for another method of delivery, any notice contemplated by this Agreement, to be effective, must be in writing and mailed, personally delivered, faxed, or emailed to the other party at the address set out below:

To the Province:

Director, Data Access, Research and Stewardship
Ministry of Health
PO Box 9654
STN PROV GOVT
Victoria, B.C. V8W 9P4

Facsimile: (250) 405-3628
Email: HealthDataCentral@gov.bc.ca

To you:

The address, facsimile number or email set out on page 1 of this Agreement.

15.2 Any written communication from a party, if personally delivered or sent by facsimile or email, will be deemed to have been received 24 hours after the time the notice was sent, or, if sent by any other form, will be deemed to have been received 3 days (excluding Saturdays, Sundays and statutory holidays) after the date the notice was sent.

15.3 Either party may give notice to the other of a substitute address, facsimile number or email from time to time, which from the date such notice is given will supersede for the purposes of this section any previous address specified by the party giving notice.

16.0 DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY

Province Does Not Warrant System:

16.1 Access to PharmaNet is provided “as is”, without warranty or condition of any kind including warranty or condition of fitness for a particular purpose. The Province does not warrant the accuracy or the completeness of the Disclosed Information or other data included in PharmaNet, or that the Access will function without error, failure or interruption.

Use At Your Own Risk:

16.2 You agree that any information received or otherwise obtained through use of PharmaNet is at your own discretion and risk and will not be solely relied upon by you in substitution for your professional judgment. The Province is not responsible for your computer system or loss of data that may result from your Access to PharmaNet.

Province Not Liable for Loss Due to System:

16.3 No action may be brought by any person against the Province for any loss or damage of any kind caused by any reason or purpose related to reliance on PharmaNet.

You Must Indemnify Province if You Cause a Loss or Claim:

16.4 You agree to indemnify and save harmless the Province and its employees, servants, directors, contractors and agents (each an "**Indemnified Person**") from any losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur directly or indirectly by reason of any act or omission by you, or by any person you may authorize under Articles 7.0 or 8.0, from Access to PharmaNet.

17.0 GENERAL

17.1 This Agreement comprises the entire Agreement between you and us and supersedes all prior agreements between the parties regarding the subject matter of this Agreement.

17.2 This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

17.3 Subject to Section 6.1, no modification of this Agreement is effective unless it is in writing and signed by both parties.

17.4 The following provisions of this Agreement will continue in force indefinitely, even after this Agreement ends:

(a) Sections 4.2, 4.3, 4.4, 5.1, 5.2, 7.1 to 7.5, 8.1, 8.2, 11.1 to 11.3, 13.1, and 16.1 to 16.4;

(b) any other provisions of this Agreement which are required for the proper interpretation of the provisions described in (a) above.

Schedules are Part of the Agreement:

17.5 The Schedules to this Agreement, including any Appendices or other documents attached to, or incorporated by reference into, those Schedules, are a part of this Agreement.

If Documents are Inconsistent:

17.6 If there is a conflict or inconsistency between any of the provisions of any of the following documents, then the order of precedence will be:

- (a) first, the main body of this Agreement;
- (b) second, a Schedule attached to this Agreement;
- (c) third, an Appendix attached to a Schedule to this Agreement; and
- (d) fourth, the Conformance Standards and any other document incorporated by reference into the documents referred to in (a), (b) or (c) above.

17.7 You must not assign this Agreement or any of your rights under this Agreement without the prior written consent of the Province.

Province Can Enforce Agreement At Any Time:

17.8 The failure of the Province to exercise any right under this Agreement, or to insist upon strict or full performance of the obligations under this Agreement, will not constitute a waiver or relinquishment of any provision of this Agreement. In order to be binding upon the Province, any such waiver must be express and in writing signed by the Province.

Contract Has Important Legal Obligation:

17.9 The parties acknowledge that you have been advised that this Agreement contains legal obligations for you which must be understood in order for the system to be used effectively and lawfully.

You Should Get Legal Advice Before Signing This Agreement:

17.10 The parties acknowledge that you have been advised to obtain legal advice as to the nature and effect of this Agreement, prior to your execution of it.

18.0 AGREEMENT TERM AND RENEWAL

18.1 The term of the Agreement will commence upon the date of its execution by the Practitioner and will end on the earlier of:

- (a) the fifth anniversary of the date that a System Credential is first issued by the Province to the Practitioner or to a Supervised Person, or
- (b) the date that this Agreement is terminated under Section 14.

IN WITNESS WHEREOF the Practitioner has executed this Agreement on the date set forth below.

PRACTITIONER
SIGNED AND DELIVERED by)

_____))
Practitioner Signature

in the presence of:)
)
)
)

_____))
(Witness)

_____))
(Print Witness name)

_____))
(Dated)

SCHEDULE 1

SCHEDULE

(Community Health Practitioners)

1. Province Systems Defined

In this Agreement, “PharmaNet” means the following information systems of the Province:

Province System	Description
PharmaNet	The Province’s computerized pharmacy network and database prescribed pursuant to the Information Management Regulation (74/2015) under the <i>Pharmaceutical Services Act</i>

2. Permitted purposes for Access to PharmaNet

Individual	Permitted purpose for Access
Practitioner	<ul style="list-style-type: none"> - to provide health services related to drugs, devices, substances or related services to a patient - to electronically prescribe drugs, devices, substances, or related services to a patient
Supervised Persons who are permitted to prescribe under the <i>Health Professions Act</i>	<ul style="list-style-type: none"> - to provide health services related to drugs, devices, substances or related services to a patient - to electronically prescribe drugs, devices, substances, or related services to a patient
Supervised Persons who are regulated health professionals but are not permitted to prescribe under the <i>Health Professions Act</i>	<ul style="list-style-type: none"> - to provide health services related to drugs, devices, substances or related services to a patient
All Other Supervised Persons	<ul style="list-style-type: none"> - to facilitate the practitioner’s provision of health services related to drugs, devices, substances and related services to a patient

3. Conformance Standards Identified

Access to PharmaNet is subject to compliance with the Conformance Standards identified in the corresponding entry in column 2 below, as such documents are amended by the Province from time to time and posted on the Ministry of Health Website (the “Conformance Standards”):

	Conformance Standards
PharmaNet	The “PharmaNet Professional and Software Compliance Standards,” Volume 2 (Medical Practice)
Wireless	Office of the Chief Information Officer: “Submission for Technical Security Standard and High Level Architecture for Wireless Local Area Network Connectivity”, at www2.gov.bc.ca/assets/gov/government/services-for-government-and-broader-public-sector/information-technology-services/standards-files/wlan_connectivity_standard.pdf