

**PRACTITIONER  
SYSTEMS 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:**

**XYZ [Note: these are personal agreements, and should not be signed by corporations]** ( the “Practitioner”, “you”, or “your” as applicable) at the following address:

nnnn xxxxx Street

Victoria BC

Postal Code

Fax Number

College ID and MSP Pract ID [for further identification and a link to the registration]

**WHEREAS:**

- A. The Province owns and is responsible for the operation of the Province Systems, being the computerized information systems listed in the Province Systems Schedule attached to this Agreement.
- B. The Province Systems contain 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 you and the persons whom you have authorized access to information from a Province System 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), 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 a Province System;
- (b) **“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 providing information technology software and/or services to you in order for your Practice to connect to and to Access one or more Province Systems;
- (c) **“Conformance Standards”** has the meaning given in Section 5 of the Province Systems Schedule;
- (d) **“Disclosed Information”** means any Personal Information or Province Confidential Information obtained from a Province System, and for greater certainty includes Retained Information;
- (e) **“Ministry of Health Website”** means the website at:  
  
<http://gov.bc.ca/healthinformationexchange>  
  
or such other website as the Province may specify from time to time for the purposes of this Agreement;
- (f) **“Patient Personal Information”** means Personal Information related to an individual’s health or the provision of health services to the individual;
- (g) **“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;
- (h) **“Practice”** has the meaning given in Section 1 of the Province Systems Schedule;
- (i) **“Professional College”** has the meaning given in Section 1 of the Province Systems Schedule;
- (j) **“Province Confidential Information”** means any information, other than Personal Information, that, at the time of disclosure, is reasonably designated by the Province as confidential (or like designation). Without limiting the foregoing, the Province may designate some or all of the information in a Province System as confidential in the Conformance Standards or a Schedule or Appendix attached to this Agreement;

- (k) **“Province Systems”** has the meaning given in Section 2 of the Province Systems Schedule;
- (l) **“Province Systems Schedule”** means the province systems schedule attached as Schedule 1 to this Agreement, as may be amended from time to time in accordance with Section 6.2;
- (m) **“Province System Specific Terms”** means the additional agreement terms respecting Access to a particular Province System, as identified in Section 6 of the Province Systems Schedule;
- (n) **“Retained Information”** has the meaning given in Section 5.1;
- (o) **“Supervised Person”** means a person who has been authorized by you under Article 7.0 to Access a Province System or to access, use, retain, modify or disclose Disclosed Information;
- (p) **“System Credential”** means any user IDs, passwords or credential (whether physical or logical) provided to you or a Supervised Person to Access a Province System; and
- (q) **“Training Requirements”** means, in relation to Access to a Province System, 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 the Province System, 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 the Province System.

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;

**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 the Province Systems that you or a Supervised Person will Access or use pursuant to this Agreement;
- (c) you understand that Access to, and use of, a Province System is subject to the following enactments:
- (i) the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165; and
  - (ii) the specific enactments, if any, identified in Section 3 of the Province Systems Schedule in relation to a Province System;
- (d) you will only Access a Province System, and use, retain or disclose the Disclosed Information that you obtain from a Province System, 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 a Province System you will:
- (i) complete the Training Requirements for the Province System,
  - (ii) ensure that any required key administrative roles for an organization connecting to the Province System, 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 set out on the front page of this Agreement.

**Must Use Approved Software:**

2.2 You must only Access a Province System during the term of this Agreement, from a location inside of Canada, 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 a Province System, and
- (b) use, retain or disclose the Disclosed Information that you obtain from a Province System,

for a purpose identified in Section 4 of the Province Systems Schedule as being a purpose for which Access to the Province System is authorized.

#### **Where you Can Use Patient Information:**

3.2 You may Access, use, retain or disclose Patient Personal Information contained in a Province System:

- (a) only in respect of an individual with whom you have a direct professional relationship; and
- (b) only to the extent necessary for the performance of your duties in respect of that individual.

#### **No Access or Use for Third Party:**

3.3 You must not Access, use, retain or disclose Patient Personal Information contained in a Province System 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 a Province System, 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 a Province System remains 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 the Province Systems; 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 Section 4.3 or your obligations under the Conformance Standards, you will Access a Province System in accordance with any further terms and conditions of Access agreed to or acknowledged by you in writing.

**Must Use Approved System:**

4.5 Unless otherwise provided in the Conformance Standards, you must only Access a Province System using the secure network or security technology that the Province certifies or makes available to you for that purpose, such as the Private Physician Network 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 Province System Specific Terms and the 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 the applicable Province System at the time the decision affecting treatment is made.

**6.0 PROVINCE SYSTEMS SCHEDULE**

**Must Follow Province System Rules:**

- 6.1 You must comply with the Province System Specific Terms, if any, identified in Section 6 of the Province Systems Schedule for any Province System that you, or any person you may authorize under Article 7.0 or 8.0, Access or use during the term of this Agreement.

**Deemed Acceptance of Changes to Province Rules:**

- 6.2 At any point during the term of this Agreement, the Province may deliver written notice to you amending the Province Systems Schedule (a “**Schedule Amendment**”). If you or any person you may authorize under Articles 7.0 or 8.0 continue to Access or use a Province System after your receipt of such notice, you will be deemed to have accepted the Schedule Amendment, and this Agreement will be deemed to have been so amended as of the date that notice was received by you. If you do not agree with the Schedule Amendment, you must

immediately cease all Access or use of a Province System by yourself and any person you may authorize under Article 7.0 or 8.0 and deliver notice to the Province terminating 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 under your supervision; and
  - (c) the person has signed a confidentiality undertaking in the form attached as Schedule 2 to this Agreement.
- 7.2 Before allowing a Supervised Person to Access a Province System, you will ensure that the Supervised Person:
- (a) has completed the Training Requirements for the Province System; 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 a Province System, 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 a Province System 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 a Province System to the extent necessary to allow your Practice to be connected to and to Access the Province System, 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 the Province System.

**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 entered by you or a Supervised Person into a Province System 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 a Province System, 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 one year thereafter, you will retain a list of all persons to whom you have authorized Access to a Province System 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 a Province System 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 do not comply, or you anticipate that you or a Supervised Person 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 information in a Province System, including any unauthorized attempt to access a Province System.

**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.

**How to Notify Province of Problems:**

13.2 A notice described in Section 13.1 must be either:

- (a) sent by email to: [HealthDataCentral@gov.bc.ca](mailto:HealthDataCentral@gov.bc.ca)
- (b) reported verbally to the Province by calling: (250) 952-2280, or
- (c) sent to the following address:

Director, Data Access, Research and Stewardship  
Ministry of Health  
PO Box 9640 STN PROV GOVT  
Victoria, British Columbia, V8W 9P1

**14.0 TERMINATION**

**Either Party may Terminate Agreement for any Reason:**

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

**Immediate Termination for Breach:**

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

**Province Can Use Other Remedies as well as Termination:**

- 14.3 If you fail to comply with this Agreement, the Province may terminate this Agreement at any time in its sole discretion without notice to you, and pursue other remedies at law or equity as well.

## **15. NOTICE**

- 15.1 All notices necessary under this Agreement will be given in writing, and either personally delivered, or sent by registered mail or email to you at your address set out on the first page of this Agreement, and to the Province at:

Director, Data Access, Research and Stewardship  
Ministry of Health  
PO Box 9640 STN PROV GOVT  
Victoria, B.C. V8W 9P1

Email: [HealthDataCentral@gov.bc.ca](mailto:HealthDataCentral@gov.bc.ca)

Notices, if personally delivered or sent by email, will be deemed to have been received the same day, or, if sent by registered mail, will be deemed to have been received 4 days (excluding Saturdays, Sundays and statutory holidays) after the date of mailing. Either party may give notice to the other of a substitute address 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 a Province System 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 a Province System, 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 a Province System 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 a Province System.

### **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 a Province System.

**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 a Province System.

**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 6.2, 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, 11.1 to 11.3, 13.1, 13.2, and 16.1 to 16.4;
  - (b) Section 6.1 and any provision in the Province System Specific Terms that is expressly stated therein to continue in force indefinitely after this Agreement ends; and
  - (c) any other provisions of this Agreement which are required for the proper interpretation of the provisions described in (a) and (b) 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 that date, or
- b) the date that this Agreement is terminated under Article 14.0.

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

INDIVIDUAL

SIGNED AND DELIVERED by )

@NAME-OF-INDIVIDUAL )

in the presence of: )

)

)

)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
@NAME-OF-INDIVIDUAL

\_\_\_\_\_  
(Dated)

**SCHEDULE 1**  
**PROVINCE SYSTEMS SCHEDULE**  
(Community Medical Practitioners)

**1. Practitioner’s Role**

In this Agreement, “**Practice**” means the practice of medicine and “**Professional College**” means the College of Physicians and Surgeons of British Columbia.

**2. Province Systems Defined**

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

<b>Province System</b>	<b>Description</b>
Client Registry	The Client Registry is an identity management application that records personal information about individuals encountering the health care system in British Columbia. The parties will provide and/or receive demographic details (including name, personal health number, birth date, gender, address and phone number) of patients from the Client Registry in order to ensure accurate and current identity information related to the consumers of health care within British Columbia.
PharmaNet	The “Drug Information System” (DIS) portion of the Province’s computerized pharmacy network and database continued pursuant to section 27 of the <i>Pharmaceutical Services Act</i> . This Agreement relates only to Access to the DIS and not to the “Pharmacare Central Information System” (PCIS) portion of PharmaNet.
Provincial Laboratory Information Solution (PLIS) Repository	The Provincial Laboratory Information Solution (PLIS) Repository is a Province-managed database of all patient laboratory test results from public and private laboratories in British Columbia.
Provider Registry	The Provider Registry is a database of information on British Columbia health care providers available to authorized users. The information is supplied by licencing colleges and other professional organizations. It currently contains demographic data about providers, their contact data for communication and information exchange, and the speciality and status of their licence to practice.

**3. Health Enactments applicable to Province Systems**



Further to Section 2.1(c) of the Agreement, Access to a Province System identified in column 1 of the table below is subject to the specific enactments identified in the corresponding entry in column 2 below:

<b>Province System</b>	<b>Description</b>
Client Registry, Provider Registry, PLIS	- <i>E-Health (Personal Health Information Access and Protection of Privacy) Act and Designation Order(s)</i>
PharmaNet	- <i>Pharmaceutical Services Act, S.B.C. 2012, c. 22</i> - <i>Access to PharmaNet Regulation, B.C. Reg. 117/2009</i>

#### **4. Permitted purposes for Access to Province Systems**

Access to a Province System by the Practitioner or a Supervised Person is authorized for the purpose identified in the corresponding tables below:

<b>A. Client Registry</b>	
<b>Individual</b>	<b>Permitted purpose for Access</b>
Practitioner, Supervised Persons	<ul style="list-style-type: none"> <li>- to identify an individual who needs or is receiving health services</li> <li>- to provide health services to, or facilitate the care of, an individual</li> <li>- to prevent or manage chronic conditions, at an individual or population level</li> <li>- to facilitate health insurance and health service billing</li> </ul>

<b>B. PharmaNet</b>	
<b>Individual</b>	<b>Permitted purpose for Access</b>
Practitioner	<ul style="list-style-type: none"> <li>- to provide therapeutic care or treatment to a patient</li> <li>- to monitor drug use by a patient</li> <li>- to electronically prescribe drugs, devices, substances, or related services to a patient</li> </ul>
Supervised Persons that are permitted to prescribe under the Health Professions Act	<ul style="list-style-type: none"> <li>- to provide therapeutic care or treatment to a patient</li> <li>- to monitor drug use by a patient</li> <li>- to electronically prescribe drugs, devices, substances, or related services to a patient</li> </ul>
Supervised Persons who are regulated health professionals but are not permitted to prescribe under the Health Professions Act	<ul style="list-style-type: none"> <li>- to provide therapeutic care or treatment to a patient</li> <li>- to monitor drug use by a patient</li> </ul>

All Other Supervised Persons	- to provide therapeutic care or treatment to a patient - to monitor drug use by a patient
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<b>C. PLIS</b>	
<b>Individual</b>	<b>Permitted purpose for Access</b>
Practitioner	<ul style="list-style-type: none"> <li>- to identify an individual who needs or is receiving health services</li> <li>- to provide health services to, or facilitate the care of, an individual</li> <li>- to identify a person who is providing health services</li> <li>- to prevent or manage chronic conditions, at an individual or population level</li> <li>- to assess and address public health needs</li> </ul>
Supervised Persons other than Supervised Persons in the “Support Staff – Administrative” eHealth Role	<ul style="list-style-type: none"> <li>- to identify an individual who needs or is receiving health services</li> <li>- to provide health services to, or facilitate the care of, an individual</li> <li>- to identify a person who is providing health services</li> <li>- to prevent or manage chronic conditions, at an individual or population level</li> </ul>
Supervised Persons in the “Support Staff – Administrative” eHealth Role	<p>Supervised Persons in the “Support Staff – Administrative” role may only Access <u>client demographic information</u> or <u>laboratory order information</u> from PLIS for one of the following purposes:</p> <ul style="list-style-type: none"> <li>- to identify an individual who needs or is receiving health services</li> <li>- to identify a person who is providing health services</li> </ul>

<b>D. Provider Registry</b>	
<b>Individual</b>	<b>Permitted purpose for Access</b>
Practitioner, Supervised Persons	<ul style="list-style-type: none"> <li>- to provide health services to, or facilitate the care of, an individual</li> <li>- to identify a person who is providing health services</li> <li>- to prevent or manage chronic conditions, at the individual or population level</li> <li>- to facilitate health insurance and health service billing</li> </ul>

## 5. Conformance Standards Identified

Access to a Province System identified in column 1 of the table below 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**”):

<b>Province System</b>	<b>Conformance Standards</b>

PharmaNet, Client Registry, PLIS, Provider Registry	“The British Columbia Professional and Software Conformance Standards”, Volume 3 set (“Business Rules”)
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**6. Province System Specific Terms Identified**

There are no Province System Specific Terms applicable.

**SCHEDULE 2**  
**UNDERTAKING OF CONFIDENTIALITY AND SECURITY**

\_\_\_\_\_ ("**Practitioner**") has executed an agreement (the "**Agreement**") with Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Health (the "**Province**") in order to access one or more information systems of the Province (the "**Province Systems**").

I, \_\_\_\_\_ (print name), am a person directly supervised by the Practitioner, and hereby undertake as follows:

1. I will access a Province System only if and as directed by the Practitioner, and then only in accordance with any terms and conditions of access communicated to me in writing by the Province.
2. Before I access a Province System, I will complete all training in relation to the Province System, and review all education materials made available by the Province in relation to the Province System.
3. I acknowledge that I will hold the personal information I view, access and/or use contained in, or obtained from, the Province Systems (the "**Information**") in the strictest of confidence as per applicable legislation, policies and standards, while providing health care services or in an administrative role.
4. I agree to only view, access and/or use personal information which directly pertains to my specific role and responsibilities.
5. I acknowledge that my username and password are equivalent to my electronic signature and that I will not share access to my account with anyone. I will be held accountable for all activity performed under my access account.
6. I understand that all my activity (e.g., accesses, searches) is monitored and recorded in an audit trail or log, and that compliance audits and/or reviews will be conducted.
7. I understand that I may not, and I undertake that I will not, access my own personal information or anyone's personal information (including family and friends) unless legitimately required to do so in the process of providing a necessary service that I am responsible for providing.
8. Should I have reason to believe that there is potential for a privacy or security incident/ breach to occur, that a privacy or security incident/breach may have occurred, or that a privacy or security incident/breach has occurred, I will notify the person responsible for privacy in my organization. The Practitioner is responsible for reporting all incidents involving Province Systems or data to the Province.

9. I hereby acknowledge that failure to comply with these terms can lead to disciplinary action, which may include termination of access, withdrawal of privileges, termination of employment, professional sanctions, and/or legal action.
10. I will not use, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of my work with the Practitioner any Information supplied to, obtained by, or which comes to my knowledge, except insofar as directed by the Practitioner.
11. I will not modify, print, electronically retain or copy Information except as directed by the Practitioner.

Executed at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SIGNED AND DELIVERED**            )  
**in the presence of:**                )  
                                                          )

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Dated)

**This form is to be retained by the Practitioner and is to be provided to the Province upon request.**