

**Instruction:** this Agreement must be signed by an individual Health Professional, not by a corporation or an association.

## HEALTH PROFESSIONAL CARECONNECT ACCESS AGREEMENT

### BETWEEN:

PROVINCIAL HEALTH SERVICES AUTHORITY

(“PHSA”, or the “Health Authority”)

### AND:

(The “Health Professional”, “You”, or “Your” as applicable)

### 1. BACKGROUND

CareConnect provides a consolidated view of a patient’s health record across the provincial health system and includes patient data from all health authorities in the province, and data from Province Systems, being the computerized information systems listed in the attached Schedule 1 to this Agreement. The Health Authority is administering user access to CareConnect (including the administration of access, through CareConnect, to data from Province Systems) for Health Professionals.

The purpose of providing You and the persons whom You have authorized access to information that is contained in CareConnect is to enhance patient care by providing timely and relevant information to persons involved in the provision of therapeutic care to patients. CareConnect contains highly sensitive information that must be protected by strong privacy and security controls in accordance with provincial policies and standards, Health Authority policies and standards, and applicable privacy laws.

You are accountable for Your, and the Supervised Person’s, compliance with the terms and conditions of this Agreement and all policies, guidelines, and directives applicable to CareConnect.

### 2. DEFINITIONS

When used in this Agreement, the following capitalized terms have the meaning given to them in this section:

“**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), and regulations enacted thereto, as amended from time to time;

“**Agreement**” means this Health Professional CareConnect Access Agreement;

“**CareConnect**” means the electronic health information system defined in section 1;

“**Data**” means any information, including Personal Information, that is viewable through CareConnect;

“**Data Contributors**” means all organizations contributing data to CareConnect including but not limited to the province and the health authorities;

“**eHealth Team**” means the service team for eHealth services at PHSA;

“**eHealth Privacy**” means the service team for eHealth Privacy services at PHSA;

“**Personal Information**” means recorded information about an identifiable individual and includes information defined or deemed “personal information” or “personal health information” under any laws or regulations related to privacy or data protection applicable to the Health Professional or to the Data Contributors;

“**Practice**” means the practice of the Health Professional regulated by the *Health Professions Act* (British Columbia) and governed by the Professional College identified on page 1 of this Agreement;

“**Health Professional**” means a person who practices a designated health profession as regulated by the *Health Professions Act* (British Columbia) and is authorized to access Data via CareConnect;

“**Privacy Laws**” means the Act, the *E-Health (Personal Health Information Access and Protection of Privacy) Act* (British Columbia), the *Personal Information Protection Act* (British Columbia), and all legislation listed in Schedule 1 to this Agreement, or any other statutory obligations of privacy owed by the Data Contributors, or the Practitioner, arising under statute, contract or at common law;

“**Professional College**” is the regulatory body governing the Practice You identified on page 1 of this Agreement;

“**Province Systems**” means the computerized information systems listed in the attached Schedule 1 to this Agreement.

“**Supervised Person**” means a member of the Health Professional’s staff who:

- a. is required to access CareConnect for the purpose of carrying out duties in relation to the Health Professional’s Practice; and
- b. has been authorized by the Health Professional under section 5 of this Agreement to access CareConnect;

### 3. APPLICATION OF LEGISLATION

The Health Professionals will comply with Privacy Laws and will ensure Supervised Persons comply with Privacy Laws.

#### **4. HEALTH PROFESSIONALS WHO ACCESS CARECONNECT AS HEALTH AUTHORITY PRACTITIONERS**

##### **a. Health Professionals Subject to Health Authority Terms**

Health Professionals affiliated with a Health Authority (the “**Health Authority Practitioners**”), and are accessing CareConnect outside the Health Authority facilities are subject to the same terms, conditions and policies (“**Health Authority Terms**”) that apply when the Health Professional accesses CareConnect or other Health Authority hospital information systems from within the Health Authority facilities.

##### **b. Medical Staff and Discipline**

Inappropriate access to CareConnect or other misuse of the CareConnect system by Health Authority Practitioners who are members of the Health Authority Medical Staff in contravention of Health Authority Terms may be deemed to have been committed in the Health Professional’s capacity as a member of the Health Authority Medical Staff and subject to discipline in accordance with the Health Authority Medical Staff Bylaws and Rules, policies and applicable legislation.

#### **5. ACCESS**

##### **a. Grant of Access**

The Health Authority agrees to provide You with access to CareConnect subject to Your compliance with the terms and conditions of access in section 5(b) below and all other provisions of this Agreement. Access to CareConnect may be effected through Your health authority network, Private Physician Network (PPN) Connection, or your internet browser, as applicable. The Health Authority may from time to time, at its discretion, amend or change the scope of Your access privileges to CareConnect as privacy, security, business and clinical practice requirements change. In such circumstances, the Health Authority will use reasonable efforts to notify You of the changes.

##### **b. Terms and Conditions of Access**

You represent and warrant that You:

- i. are a registrant in good standing with the Professional College and that Your licence permits You to deliver direct health care services to patients;
- ii. will promptly notify the eHealth Team if You intend to cease delivering direct health care services to patients or if Your business address as listed at page 1 of this Agreement changes;
- iii. except as otherwise permitted under subsection v below, You will only access CareConnect or Data for the purpose of providing patient care and You will ensure that Supervised Persons only access CareConnect or Data for the purpose of supporting You in the provision of patient care;
- iv. will not, under any circumstances, access CareConnect or Data for the purpose of market research and You will ensure that no Supervised Persons accesses CareConnect or Data

- for the purpose of market research;
- v. in the absence of explicit written authorization from eHealth Privacy, You may only access CareConnect for patient care. Further authorization may be sought through the eHealth Team;
  - vi. will permit access to CareConnect only to Supervised Persons and You will take all reasonable measures to ensure that no access is provided to any person other than a Supervised Person;
  - vii. You will accept the eHealth Privacy Confidentiality and Acceptable Use Acknowledgement for CareConnect (“Terms Of Use”) and will ensure that all Supervised Persons accept the Terms Of Use;
  - viii. will take all necessary steps to enforce compliance by all Supervised Persons with the Terms Of Use;
  - ix. and Supervised Persons will complete all mandatory privacy and security training related to CareConnect; and
  - x. will immediately notify the eHealth Team if there is a need to suspend or terminate a Supervised Person’s access to CareConnect, including where the Supervised Person ceases to be one of Your staff or begins a leave of absence from their position as a member of Your staff, or where the Supervised Person’s duties in relation to the Practice have changed.

**c. Responsibility for Supervised Persons**

You agree that You are responsible under this Agreement for all activities undertaken by Supervised Persons in relation to their access to CareConnect.

**d. Privacy and Security Measures**

You are responsible for taking all reasonable measures to safeguard Personal Information and for ensuring the security of any devices used to access CareConnect and all codes or passwords that enable access to CareConnect by Supervised Persons. In particular, You will:

- i. take all reasonable steps to ensure the physical security of Personal Information, generally and as required by Privacy Laws;
- ii. secure all devices used to access CareConnect from public access;
- iii. ensure separate login credentials for Supervised Persons and prohibit sharing or other multiple use of an individual Health Professional or Supervised Person’s identification and password for access to CareConnect;
- iv. take reasonable security steps to protect all codes or passwords that enable access to CareConnect, including without limitation, Health Professional and Supervised Person identifications, hardware or software tokens, and other security devices or certificates provided by the eHealth Team;
- v. implement all technical security requirements for connection to CareConnect as directed by the eHealth Team;
- vi. monitor and ensure appropriate access by Supervised Persons to CareConnect in accordance with this Agreement; and
- vii. adhere to such other privacy and security measures as the eHealth Team may reasonably require from time to time.

## 6. DISCLOSURE, STORAGE, AND ACCESS REQUESTS

### a. Storage or Retention of Personal Information

You will not store or retain Personal Information in Your own paper files or electronic system, unless such storage or retention is required for record keeping in accordance with Professional College requirements and in connection with direct patient care or as is required for the authorized purposes set out in section 5.b.v. above.

### b. Disclosure to Third Parties

You will ensure that no Personal Information is disclosed to other persons other than the Supervised Persons, except:

- i. in compliance with section 6.e. of this Agreement; or
- ii. if disclosure is required for continuity of care purposes or authorized in accordance with section 5.b.v. and the disclosure is permitted by Privacy Laws; or
- iii. if required by applicable laws of British Columbia or Canada.

### c. No Disclosure for Market Research

You will ensure that no Data will be disclosed for the purpose of market research.

### d. Responding to Patient Access Requests

Aside from any records retained by You in accordance with section 6.a., You agree not to provide to patients any copies of records containing Data or “print outs” produced directly by, or from, CareConnect and to refer any requests for access to such records or “print outs” to eHealth Privacy at [eHealthPrivacy@phsa.ca](mailto:eHealthPrivacy@phsa.ca) or 604.707.5833. If the records requested include Data from Province Systems, eHealth Privacy will consult with the province.

### e. Responding to Third Party Requests for Access or Disclosure

If You receive a request, under Part 2 of the Act, for access to Data, or any order, demand or request compelling, or threatening to compel, disclosure of Personal Information You will immediately notify eHealth Privacy at [eHealthPrivacy@phsa.ca](mailto:eHealthPrivacy@phsa.ca) or 604.707.5833.

You will cooperate and consult with eHealth Privacy in responding to any such requests or demands. For greater certainty, the foregoing requires that You consult with eHealth Privacy only with respect to any access requests or demands for records contained in CareConnect and not those records retained by You in accordance with section 6.a. If the records requested by a third party include Data from Province Systems, eHealth Privacy will consult with the province.

### f. Access outside Canada

You will not access CareConnect from any jurisdiction outside of Canada and will not permit Supervised Persons to access CareConnect from any jurisdiction outside of Canada.

## **7. INVESTIGATIONS, AUDITS, AND REPORTING**

### **a. Audits and Investigations**

You will cooperate with any audits or investigations conducted by eHealth Privacy regarding Your, and the Supervised Person's, compliance with Privacy Laws and this Agreement, including providing access upon request to Your facilities, data management systems, books, records and personnel for the purposes of such audit or investigation.

### **b. Reports to Professional College or Privacy Commissioner**

You acknowledge and agree that the Health Authority may report any material breach of this Agreement to Your Professional College or to the Information and Privacy Commissioner of British Columbia appointed under the Act.

## **8. NOTICE OF NON COMPLIANCE AND DUTY TO INVESTIGATE**

### **a. Duty to Investigate**

You will investigate suspected breaches of the terms of this Agreement, and will take all reasonable steps to prevent recurrences of any such breaches, including taking any steps necessary to cooperate with the Health Authority in ensuring the suspension or termination of a Supervised Person's access rights.

### **b. Non Compliance**

If You or a Supervised Person do not comply, or You anticipate that You or a Supervised Person will be unable to comply with the terms of this Agreement in any respect; or You have knowledge of any circumstances, incidents or events which have or may jeopardize the security, confidentiality, or integrity of Personal Information in CareConnect, including any unauthorized attempt, by any person, to access CareConnect, you will immediately notify eHealth Privacy at [eHealthPrivacy@phsa.ca](mailto:eHealthPrivacy@phsa.ca) or 604.707.5833 and provide eHealth Privacy with particulars.

## **9. TERM OF AGREEMENT, SUSPENSION & TERMINATION**

### **a. Term**

The term of this Agreement will commence on the date it is signed by the Health Professional and will continue so long as the Health Professional continues to be a user of CareConnect or unless terminated in accordance with section 9.

### **b. Termination for Any Reason**

The Health Professional or the Health Authority may terminate this Agreement at any time and for any reason on thirty calendar (30) days written notice to the other. For greater certainty, the Health Authority may, at its sole option, terminate the Agreement, including the Health Professional's access to CareConnect, for any reason, by giving the Health Professional thirty calendar (30) days written notice of termination.

### **c. Suspension for Suspected Breach**

Notwithstanding section 9.b., if the Health Authority has reasonable grounds to suspect that the

Health Professional or a Supervised Person is in breach of any of the terms of this Agreement, including the Terms Of Use, the Health Authority may, at its sole option, upon giving written notice to the Health Professional, suspend the Health Professional or Supervised Person's access to CareConnect.

**d. Termination for Breach**

Notwithstanding section 9.b., the Health Authority may terminate this Agreement and any or all access to CareConnect by the Health Professional or the Supervised Person immediately if You or a Supervised Person are in breach of any term of this Agreement, including the Terms of Use. The Health Authority will give written notice to the Health Professional.

**e. Suspension for Inactivity**

The Health Authority may suspend the Health Professional or Supervised Person's account after a period of inactivity, in accordance with Care Connect policies.

**10. DISCLAIMER OF WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY**

**a. Information Provided As Is**

The Health Professional acknowledges and agrees that any use of CareConnect and the Data is solely at the Health Professional's own risk. All such information is provided on an "as is" and "as available" basis, and neither the Health Authority or the eHealth Team provides any warranty as to the completeness, accuracy or reliability of the Data or the availability of CareConnect, or that access to or the operation of CareConnect will be uninterrupted or error free.

**b. Health Professional Responsibility**

The Health Professional is responsible for verifying the accuracy of information as a result of having access to CareConnect or otherwise pursuant to this Agreement before relying or acting upon such information. The information disclosed to the Health Professional pursuant to this Agreement is in no way intended to be a substitute for professional judgment.

**c. No Liability for Loss**

No action can be brought by any person against either the Health Authority or the eHealth Team for any loss or damage of any kind caused by any reason or purpose related to reliance on CareConnect or the Data.

**d. Indemnity**

You agree to indemnify and save harmless the Health Authority and the eHealth Team, 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 Supervised Person.

**e. Responsibility to Data Contributors**

You acknowledge that CareConnect makes Data available from many different parties, including

the Data Contributors, and each Data Contributor has agreed to make its Data accessible through CareConnect under the terms of this Agreement. By accessing CareConnect, You represent to and agree with each of the Data Contributors that You will abide by the terms of this Agreement and that each of the Data Contributors has the same rights and remedies against You as set out in this Agreement.

## **11. NOTICE**

### **a. Notice to the Health Authority**

Except where this Agreement expressly provides for another method of delivery, any notice to be given by the Health Professional to the Health Authority that is contemplated by this Agreement, to be effective, must be in writing and emailed to the eHealth Team at [CareConnect@phsa.ca](mailto:CareConnect@phsa.ca).

### **b. Notice to the Health Professional**

Any notice to the Health Professional to be delivered under the terms of this Agreement will be provided in writing, and delivered by the Health Authority to the Health Professional either through the CareConnect system, to the Health Professional's email address, or via the contact information indicated on the first page of this Agreement.

### **c. Deemed receipt**

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.

### **d. Substitute contact information**

Any party may give notice to the other parties 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.

## **12. GENERAL**

### **a. Entire Agreement**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

### **b. Severability**

Each provision in this Agreement constitutes a separate covenant and is severable from any other covenant, and if any of them are held by a court, or other decision-maker, to be invalid, this Agreement will be interpreted as if such provisions were not included.

### **c. Survival**

Sections 3, 4, 5.b. ii. iii. iv. viii. , 5.c., 5. d. i., 6.a., 6.b., 6.c., 6.d., 7, 8, 10, 11, 12.a., 12.b., 12.c., 12.d., 12.e. and any other provision of this Agreement that expressly or by its nature continues

after termination, will survive termination of this Agreement.

**d. Governing Law**

This Agreement will be governed by and will be construed and interpreted in accordance with the laws of British Columbia and the laws of Canada applicable therein.

**e. Assignment Restricted**

The rights and obligations of the Health Professional under this Agreement may not be assigned by the Health Professional.

**f. Waiver**

The failure of the Health Authority or the Province at any time to insist on performance of any provision of this Agreement by the Health Professional is not a waiver of its right subsequently to insist on performance of that or any other provision of this Agreement.

**g. Amendment**

This Agreement may be amended by the Health Authority. The Health Authority will deliver to the Health Professional written notice of the amendment. Any such notice will specify the date upon which the amendment becomes effective (the "**Amendment Effective Date**"). If the Health Professional or a Supervised Person continues to access CareConnect after receipt of the notice, the Health Professional will be deemed to have accepted the amendment. If the Health Professional does not agree with an amendment for which notice has been provided by the Health Authority, the Health Professional must promptly (and in any event before the Amendment Effective Date) cease all access or use of CareConnect by the Health Professional and the Supervised Persons the Health Professional authorized to access or use CareConnect and terminate this Agreement in accordance with section 9.

Your signature below confirms your understanding and agreement with the terms outlined above.

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

\_\_\_\_\_  
(Print Practitioner Name)

\_\_\_\_\_  
Date

**SCHEDULE 1**  
**PROVINCE SYSTEMS CONTACT INFORMATION**

**1. 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. Recorded information includes demographic details (including name, personal health number, birth date, gender, address and phone number.)
Provincial Laboratory Information Solution Repository	The Provincial Laboratory Information Solution Repository (“PLIS Repository”) is a Province-managed database of all patient laboratory test results from public and private laboratories in British Columbia.
Provincial Electronic Medical Record	The Provincial Electronic Medical Record (“Provincial EMR”) is a Province-managed database containing Data from the HealthLink BC Emergency iDoctor-in-assistance service (HEiDi), the Rural Urgent Doctors in aid service (RUDi) and the Rural Outreach Support physicians (ROSe).

**2. Health Enactments Applicable to Province Systems**

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	<i>E-Health (Personal Health Information Access and Protection of Privacy) Act (British Columbia) and Designation Order(s)</i>
PLIS Repository	<i>E-Health (Personal Health Information Access and Protection of Privacy) Act (British Columbia) and Designation Order(s)</i>
Provincial Electronic Medical Record	<i>E-Health (Personal Health Information Access and Protection of Privacy) Act (British Columbia) and Designation Order(s)</i>

**3. Contact Information**

**eHealth Team**

Email: [CareConnect@phsa.ca](mailto:CareConnect@phsa.ca)

**eHealth Privacy**

Telephone: 604.707.5833

Email: [eHealthprivacy@phsa.ca](mailto:eHealthprivacy@phsa.ca)