



APPLICATION FOR POWERCHART PERMISSION

Return to CommunityEHR@viha.ca

PLEASE ATTACH CURRENT PASSPORT- SIZED PHOTOGRAPH HERE	PERSONAL INFORMATION - PLEASE PRINT OR TYPE -				
	First name:	Middle name:	Last name:		
	Previous Name(s):		Gender: <input type="checkbox"/> M <input type="checkbox"/> F	Date of Birth: mm / dd / yyyy	
	Language(s) Spoken:				
	Canadian Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No If no, please complete the following immigration information and include documentation				
Permanent Residency/ Client ID #:	Work Permit Restrictions:		Issue Date: (mm/dd/yyyy)	Expiry Date: (mm/dd/yyyy)	

BUSINESS CONTACT INFORMATION				
Address:			Phone:	Fax:
City	Province	Postal Code	Cell:	Pager:
Email Address:			Professional/Incorporated Name:	

HOME CONTACT INFORMATION				
Address:			Phone:	Fax:
City	Province	Postal Code	Cell:	Pager:
Email Address:				

PREFERRED METHOD OF CONTACT	
Mailing Address	(Select One) Business <input type="checkbox"/> Home <input type="checkbox"/>
Phone	(Please provide)
Email	(Select One) Business <input type="checkbox"/> Home <input type="checkbox"/>

B.C. LICENSURE	PROFESSIONAL LIABILITY PROTECTION
Practitioner Type: <input type="checkbox"/> Physician <input type="checkbox"/> Midwife <input type="checkbox"/> Dentist <input type="checkbox"/> Nurse Practitioner <input type="checkbox"/> Maxillofacial Surgeon <input type="checkbox"/> Other _____ Type of License: <input type="checkbox"/> Full <input type="checkbox"/> Provisional <input type="checkbox"/> Other _____ if provisional, name of sponsor and supervisor: _____ College ID Number: _____ Medical Identification Number for Canada (MINC): (Optional, please provide if you have one.) _____ <i>Request for copy of Certificate of Professional Conduct attached.</i>	Insurance Provider: <input type="checkbox"/> CMPA <input type="checkbox"/> MPP <input type="checkbox"/> CDSPi <input type="checkbox"/> ENCON <input type="checkbox"/> Other: _____ Plan Number: _____ Code: _____ Effective Date: (mm/dd/yyyy) <i>Authorization for Release of Information provided in Schedule B.</i>
	MSP NUMBER: _____

POWERCHART ACCESS AGREEMENT

I understand and agree that I have the burden of providing adequate information for the proper evaluation of my professional competence, character, ethics, qualifications, licensure, insurance and other qualifications and for responding to any inquiries about such information to the satisfaction of the Health Authority.

I am a registrant in good standing with my professional College.

I agree to

- abide by the Code of Ethics as adopted by my professional College at all times with regards to my access to PowerChart.
- maintain and provide proof of professional liability insurance protection appropriate to my professional activities within the Health Authority.
- inform the Health Authority of any changes that would affect my ability to practice medicine and the type of practice I undertake while granted permission to PowerChart (e.g. licensure, professional liability insurance coverage, my health, qualifications, immigration status).
- release the Health Authority and its directors, officers, employees, agents, staff and Medical Staff from all liabilities and claims for losses sustained in connection with evaluating my application for Medical Staff membership, except where such losses are caused by their gross negligence or intentional misconduct.
- the collection and use of personal information obtained from third parties for the purposes of:
 - evaluating my application for system access, and
 - administering and maintaining my relationship with the Health Authority, including maintaining access to information systems.
- the disclosure of my application information to third parties for the sole purpose of evaluating my application for access to PowerChart.

- if granted access to PowerChart, I will abide by this agreement attached as **Schedule A – Information Sharing Agreement**, in addition to all VIHA policies and procedures.
- information contained within this application is used for the following purposes:
 - evaluating the application for PowerChart access,
 - facilitating access to information systems and Health Authority planning.
- the personal information collected by the Health Authority is collected, used, and disclosed under the authority of s26(c) of the *Freedom of Information and Protection of Privacy Act* (“FIPPA”).
- any breach of the above agreement, or any misrepresentation or material omission on my part in completing this application, may result in immediate denial, revocation or suspension of my access to PowerChart.
- if I have questions about the collection and use of the information in this application, I can contact Jane Ho, Manager, Office of the CMIO, Island Health: 250-519-7700 local 12626 (Jane.Ho@viha.ca)
- Complete the Authorization for Release of Information attached as Schedule B.

The Health Authority may terminate this PowerChart Access with 30 days written notice to the practitioner.

In signing this document:

- I acknowledge I have read and understand the points in the above Agreement.
- I declare that the information submitted by me in this application is true to the best of my knowledge.

I hereby apply for PowerChart permission for the Vancouver Island Health Authority.

Name: _____

Signature: _____

Date: _____

I hereby approve this application for PowerChart permission.

Name: _____

Signature: _____

Title: _____

Date: _____

SCHEDULE A – INFORMATION SHARING AGREEMENT

The Provider will ensure that Data it receives from the System is accessed, used and disclosed only for purposes related to providing health care services to Patients or as consented to by Patients, consistent with PIPA and FIPPA.

The Provider will not perform any Data Matching or record linkage of the Data in the System without the prior written consent of VIHA, unless required or permitted under applicable law.

The Provider will not store Data from the System or permitted back-up copies of such Data outside of Canada unless specifically authorized to do so in writing by VIHA.

The Provider will immediately notify VIHA if the Provider:

- (a) receives a Foreign Demand for Disclosure of Data from the System;
- (b) receives any request for disclosure of Data from the System that the Provider knows or has reason to suspect is for the purpose of responding to a Foreign Demand for Disclosure; or
- (c) becomes aware of any unauthorized disclosure that the Provider knows or has reason to suspect has occurred in response to a Foreign Demand for Disclosure of Data from the System.

If the Provider becomes legally compelled or otherwise receives a demand to disclose Data from the System pursuant to a Conflicting Foreign Order, the Provider will not disclose that Data unless:

- (a) VIHA has been notified;
- (b) the Parties have appeared before a Canadian court of law; and
- (c) the Canadian court of law has ordered the disclosure.

1. SYSTEM Access

Access to the System and the use and collection of Data relating to the System is provided on the following terms and subject to the other terms and conditions of this Agreement:

- (a) the Provider is permitted to access the System and the Data therein only for the purpose of providing health care services to Patients, and only from the Provider's Points of Access;

VIHA will control and administer the provision and revocation of access privileges to the System and the Data therein.

The Provider will input Data into the System and obtain Data from the System only from its Points of Access. Where the Provider inputs Data into the System and obtains Data from the System via remote wired or wireless connections and not from its Office, the Provider will ensure that it does so in accordance with section 10.1 of the Agreement and in compliance with VIHA Remote Access Policy and the Acceptable Use Policy. The Provider must immediately notify VIHA with such details as VIHA may from time to time request regarding each Office for which access is requested, including, for each location, the physical address, phone number and facsimile number. The Provider must immediately advise VIHA of any changes to each location, including the physical address, phone number or facsimile number, or if the Provider ceases to practice at the Office from which access has been provided by VIHA.

The Provider will retain a list of all Supervised Persons with authorized access to the System and the Data therein and copies of their signed Confidentiality and Security Agreements and will provide that list and confirmation of such signed Confidentiality and Security Agreements to VIHA or its agent upon request. The Provider will notify the VIHA service desk immediately upon the departure, termination or cessation of employment of any Supervised Person and will ensure that the Supervised Person's access to the System and the Data therein is immediately terminated.

2. USER ID AND PASSWORD

The Provider will not disclose the Provider's user ID or password, or permit any Supervised Person to disclose their user ID or password to any other Person, including other health care professionals or Supervised Persons.

The Provider is responsible for the loss of any user IDs and passwords, and any suspected or actual unauthorized disclosure or misuse of any user IDs or passwords used by the Provider or any Supervised Person.

The Provider will ensure that the Provider and all Supervised Persons log off of the System promptly upon completion of an access session to the System.

The Provider is wholly responsible and accountable for all activity and work done under or using the Provider's user ID and password and all Supervised Persons' user IDs and passwords.

3. ACCURACY OF INFORMATION

The Provider will notify VIHA of any material or large-scale errors in Data in the System that it identifies. VIHA is responsible for making all reasonable attempts to remedy or correct the material or large-scale errors in Data in the System identified by the Provider, including any errors in such Data that are the result of System failure, malfunction or interruption.

Each Party will immediately notify the other Party of any perceived problem with the quality of Data in the System upon becoming aware of such an issue.

Access to the System and Data is provided by VIHA "as is", without warranty of any kind including warranty of fitness for a particular purpose. VIHA does not warrant the accuracy or the completeness of any Data in the System, or that the System or access thereto will function without failure, malfunction or interruption. Data provided by the System is not exhaustive and is constantly being updated and therefore cannot be relied upon as complete. Any Data received or otherwise obtained through access to the System is used at the Provider's own discretion and risk. Any such Data is provided as a supplement to, and not a substitute for knowledge, expertise, skill, and professional judgment in providing Patient care.

4. SECURITY AND PROTECTION OF PRIVACY

The Provider will take reasonable and appropriate measures to safeguard the security of the System and the Data therein, including access to and use of the System and such Data. The Provider will protect such Data from the view of and use by any Persons other than the Provider and Supervised Persons, and in any event will ensure that the System and the Data is accessed, used and disclosed only for the authorized purposes as set out in this Agreement. The Provider will not and will ensure that all Supervised Persons do not:

- (a) permit any other Person to use any user IDs and passwords;
- (b) divulge, share or compromise any user IDs and passwords;
- (c) use or attempt to use the user ID or password of any other Person;
- (d) test or examine the security of the System;
- (e) take any action that might reasonably be construed as altering, destroying or rendering such Data ineffective;
- (f) alter the format or content of the display of such Data, including a print-out of such Data.

Where the Provider accesses the System and Data therein from Points of Access other than its Office, whether such access is via remote wired or wireless network connections, the Provider will comply with VIHA Remote Access Policy and the Acceptable Use Policy and avoid known or suspected security risks which may exist in unsecured locations and from third party devices.

VIHA will be responsible for the security of Data in the System while such Data is being transmitted to the Provider.

The Provider will, and will ensure that Supervised Persons will, advise VIHA immediately upon learning of any circumstances, incidents or events which to its or their knowledge have jeopardized or may in the future jeopardize:

- (a) the privacy of the Patients to whom the Data relates, when such Data is in the Control of VIHA;
or
- (b) the security of any computer system in its custody that is used to access the System and the Data therein.

The Provider will immediately notify VIHA of, and will cooperate in the investigation of all reported cases of breach of this Agreement by Supervised Persons or of any wrongful use of or access to the System or Data therein by any Person. VIHA reserves the right to suspend access to the System during the course of the investigation in order to ensure adequate protection of the System and the Data therein.

The Provider will report to VIHA the results of any investigative activities undertaken pursuant to paragraph 10.3 of the Agreement, and will also report to VIHA the steps taken to address any issues or concerns about the security of the System and the Data therein or the tools and mechanisms used to access the System and such Data.

5. PROVIDER SYSTEMS

The Provider is responsible for its own systems, including mobile devices, used to access the System and the Data therein and any costs relating thereto. The Provider is responsible for ensuring that its own systems, including mobile devices, used to access the System and Data meet industry standards for such systems as well as VIHA Remote Access Policy and the Acceptable Use Policy.

6. NO Access by support organizations

The Provider will not authorize or permit access to the System and the Data therein by any Person employed by or contracted to a software or hardware support organization providing services to the Provider.

7. AUDITING

VIHA or its agent may, at any reasonable time and on reasonable notice, enter the Provider's Office to inspect the Provider's information management systems or practices relevant to access to the System and the Data therein, and/or to verify compliance with this Agreement.

VIHA or its agent may, at any reasonable time and on reasonable notice inspect the Provider's mobile devices relevant to access to the System and the Data therein, and/or to verify compliance with this Agreement.

The Provider agrees that it will permit and provide reasonable assistance to VIHA to facilitate an inspection pursuant to paragraph 13.1.

If an inspection reveals that the Provider is in breach of the terms of this Agreement, then in addition to any action VIHA may take against the Provider under this Agreement or pursuant to other legal remedies, VIHA may notify the appropriate regulatory body of the breach.

8. INDEMNITY

The Provider will defend, indemnify and hold harmless VIHA and its directors and officers from and against any Loss, resulting directly or indirectly from any negligence or wilful misconduct or acts or omissions of the Provider or any Supervised Persons in accessing or using the System or any Data therein under this Agreement, or any breach by the Provider of any of its covenants or obligations under this Agreement.

9. TERM OF AGREEMENT

The term of this Agreement will commence on the date set out on the first page of this Agreement and will continue until terminated in accordance with Section 17. The obligations, representations and warranties of the Provider as set out in this Agreement will survive the termination of this Agreement or any suspension of rights hereunder.

10. MODIFICATION OF AGREEMENT

Any amendment or modification to the terms and conditions of this Agreement must be approved in writing and duly executed by the Parties.

11. SUSPENSION OF RIGHTS AND TERMINATION OF AGREEMENT

11.1 Suspension or Termination by VIHA

Notwithstanding any other provision herein to the contrary, VIHA retains the right to:

- (a) suspend or terminate the Provider and/or any Supervised Person's access to the System and the Data therein at any time and without notice if VIHA, in its sole discretion, determines that it is necessary to do so; and/or
- (b) terminate this Agreement in the event of a material breach of this Agreement by Provider or a Supervised Person that is not the subject of an immediate suspension or termination pursuant to Section 17.1(a) where such breach has not been remedied to the satisfaction of VIHA within the time frame set by VIHA.

11.2 Termination by Provider

This Agreement will automatically terminate upon receipt by VIHA of the Provider's written notice of withdrawal by the Provider and its Supervised Persons from access to the System.

11.3 Effect of Suspension or Termination

Upon suspension of the Provider's and/or a Supervised Person's rights or upon termination of this Agreement, the Provider will and will cause the Supervised Person, as applicable, to cease all access to and use of the System and the Data therein.

12. DISPUTE RESOLUTION

Either Party will have the right to refer any dispute arising from this Agreement to final binding arbitration under the *Commercial Arbitration Act*, [RSBC 1996] Ch. 55.

13. Notice

If for any reason the Provider does not comply, or anticipates that it will be unable to comply, with a provision in the Agreement in any respect as it relates to Data and the System under the Control of VIHA, the Provider must promptly notify VIHA of the particulars of the non-compliance or anticipated non-compliance, and of the steps it proposes to take to address, or prevent recurrence of the non-compliance or anticipated non-compliance. Nothing in this Section 19.1 will impede VIHA's ability to exercise its rights under Section 17. Any notice, document, statement, report, or demand that either Party may desire or be required to give or deliver to the other Party pursuant to this Agreement will be in writing, and will be given or delivered to the address set out in Schedule A to the Agreement:

- (a) by personal delivery;
- (b) by mailing in British Columbia with postage prepaid; or
- (c) by facsimile transmission.

Any notice, document, statement, report, or demand delivered by mail in British Columbia and correctly addressed to the Party to whom it is sent will be deemed given to and received by that Party on the third business day after it is mailed, except in the event of disruption of postal services in British Columbia in which case it will be deemed given to and received by that Party when it is actually delivered. Any notice, document, statement, report, or demand delivered by facsimile transmission will be deemed given to and received by a Party when successfully transmitted to the facsimile number provided by that Party.

14. PROVIDER INFORMATION

The Provider will complete or collect from each Supervised Person, as applicable, and deliver to VIHA Schedules A and B together with the executed signature page of this Agreement.

15. General

The Provider may not assign, sublicense or otherwise transfer its rights under this Agreement without the prior written consent of VIHA.

This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

The provisions of this Agreement constitute the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth.

Time will be of the essence in this Agreement.

The parties will do and execute such further documents or things as may be necessary or desirable in connection with this Agreement.

This Agreement will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

This Agreement may be executed in several counterparts, each of which will be deemed to be an original. Such counterparts together will constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or the same counterpart.

The Schedules to this Agreement are part of this Agreement. If there is a conflict between a provision in a Schedule and any provision of this Agreement, the provision in the Schedules is inoperative to the extent of the conflict, unless the Schedule states that it operates despite a conflicting provision of this Agreement.

The headings in this Agreement are inserted for convenience only and do not form part of the Agreement.

No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or by any action of any of the Parties under this Agreement.

15.4 Cumulative Rights and Remedies

The rights and remedies of VIHA in this Agreement, including its suspension and termination rights, are in addition and without limitation to any and all other remedies available to VIHA under this Agreement, at law, in equity or otherwise.

SCHEDULE B



AUTHORIZATION FOR RELEASE OF INFORMATION

I _____ hereby authorize any medical practitioner, other person or institution to release to the Vancouver Island Health Authority any information/records concerning myself as relevant to my application for appointment to the Medical Staff of the Vancouver Island Health Authority.

This authorization includes, but is not limited to, evidence of current membership in CMPA or in an organization with professional liability insurance in the category appropriate to my practice as medical staff.

I understand that this information will be used for the purposes of processing my application for appointment to the Medical Staff as noted above.

It is understood that the anonymity and confidentiality of my information will be maintained and will not be released, except for the above purposes, to another third party without my consent, or as required by law.

Signature of Applicant

Signature of Witness

Date

Date

If you have questions or concerns about the information you may contact:
Jane Ho, Manager, Office of the CMIO, Island Health: 250-519-7700 local 12626 (Jane.Ho@viha.ca)

ATTACHED: Institutional Request for Certificate of Professional Conduct to CPSBC