

TEAM CHARTING AGREEMENT

PREAMBLE:

This agreement will be used when Care Team Members employed by a Health Service Organization (HSO) such as a regional Health Authority (HA) chart within the Primary Care Practice Electronic Medical Record (EMR), of which the Primary Care Practice has control and custody. The Team Charting Agreement recognizes patients as owners of their information.

This agreement should be used together with the Team Charting implementation guide.

This agreement was developed by the General Practice Services Committee for use by Primary Care Networks.

TEAM CHARTING AGREEMENT ("AGREEMENT")

Dated the ____ day of _____, 20__ ("Effective Date")

BETWEEN:

[Name of the Primary Care Practice]

(the "Primary Care Practice")

AND:

[Name of Health Authority or other Health Service Organization]

(the "Health Service Organization")

(collectively, the "Parties")

PURPOSE

1. Pursuant to the service contract between a Health Service Organization (HSO) and Primary Care Practice (PCP) to place HSO Care Team Members into a Primary Care Practice, the purpose of the Team Charting Agreement or Schedule is to:
 - (a) set out the roles and responsibilities in relation to information governance as it pertains to charting by HSO Care Team Members;
 - (b) provide for HSO access to patient records for performance management of Care Team Members, and
 - (c) require patient notification as per the *Personal Information Protection Act* (PIPA).

DEFINITIONS

2. The terms in this section will have the meanings ascribed to them as follows:

"BC Physician Privacy Tool Kit" is a document created in partnership by Doctors of BC, the Office of the Information and Privacy Commissioner for BC, and the College of Physicians and Surgeons of BC to assist physicians in meeting their obligations under PIPA.

"Care Team Member" means physicians, nurse practitioners, nurses, allied health professionals, clinical pharmacists, medical office assistants and other individuals providing or supporting care, either full or part-time to patients of the Primary Care Practice. These individuals may be employed or contracted by the Primary Care Practice or employed or contracted by a Health Service Organization and deployed to the Primary Care Practice.

"Custodian" means the person or organization having custody and control of the health information of the Primary Care Practice, whether delegated or inherent, and having obligations or duties for maintaining, storing and managing that information in compliance with ethical, professional and legal requirements (such as PIPA), whether the records are paper or electronic.

“Electronic Medical Record” (EMR) means the collection of health information relating to a patient of the Primary Care Practice stored electronically and managed by the Custodian, also known as the team chart when more than one Care Team Member has recorded information in the EMR. EMR may also refer to the licensed system that contains this information. For the purposes of this Agreement, this will equally refer to paper records.

“Encounter Reporting” means the Care Team Members enter codes for each encounter with a patient to the Medical Services Plan Program (MSP) through the Primary Care Practice’s Teleplan system.

“Health Service Organization” (HSO) means an organization such as the regional Health Authority whose employees are deployed into a Primary Care Practice.

“Inappropriate Access” (commonly referred to as “snooping”) means access by a Care Team Member to their own health records or those of friends, family, co-workers or others that is unauthorized.

“Primary Care Practice” means a patient-centered longitudinal care setting where patients have a most responsible provider who provides and directs their care. Primary Care Practices may include Patient Medical Homes, First Nations clinics, Community Care Centers, Urgent and Primary Care Centres, Nurse Practitioner clinics, and specialized practices such as mental health or maternity care practices.

“Patient Medical Home” means a primary care practice with certain attributes asserted by the Family Physicians of Canada.

“PIPA” means the *BC Personal Information Protection Act*.

“Poster” means the poster and Privacy FAQ published by the General Practice Service Committee, in conjunction with the Team Charting Agreement.

“Quality Improvement” means using the Primary Care Practice’s information for purposes of systematically improving the way care is delivered to patients.

“Team Charting” means all Care Team Members are recording notes about a patient in the same EMR either directly, remotely or through integrated chart notes.

ROLES AND RESPONSIBILITIES

Role of Primary Care Practice

3. **Primary Care Practice as Custodian.** Subject to the rights of access by the Health Service Organization set out in Sections 13, the Primary Care Practice will have full custody and control of team charts or electronic medical records.
4. **Obligations of the Primary Care Practice.** The Primary Care Practice will:
 - (a) designate a person to be the single point of contact to the Health Service Organization to manage all matters concerning this Agreement;

- (b) designate a person to be the Primary Care Practice's Privacy Officer responsible for ensuring compliance with PIPA;
- (c) provide (or delegate responsibility for providing) new HSO Care Team Members with training and access to the EMR;
- (d) ensure (or delegate responsibility for ensuring) new HSO Care Team Members have signed a privacy and confidentiality agreement(s) for working in the Primary Care Practice;
- (e) provide access, or records, from the EMR and any other related systems in accordance with this Agreement;
- (f) remove a Care Team Member's EMR access when they cease to work at the Primary Care Practice;
- (g) investigate and manage any reported or suspected Privacy Breach, as soon as reasonably practical after becoming aware of the potential Privacy Breach;
- (h) advise the Health Service Organization as soon as reasonably practical, if the Privacy Breach – or suspected Privacy Breach – involves an HSO Care Team Member;
- (i) take appropriate administrative actions in consultation with the Health Service Organization—up to and including suspension of access to the EMR—against any HSO Care Team Member reasonably suspected of inappropriate access;
- (j) store, retain and destroy team charts (patient records) in accordance with the College of Physician and Surgeons of BC or BC College of Nursing Professionals bylaws as appropriate, as per the *Health Professions Act*;
- (k) accommodate in their EMR, to the best of their ability, the requirements of the regulatory colleges' charting and information management requirements whenever possible; and
- (l) have a process in place for a Care Team Member to notify another team member of a required action (e.g. lab results review and follow up) and the notification and completion of the action must be acknowledged between Care Team Members and charted accordingly. All Care Team Members must adhere to the process to ensure critical results or follow up actions are not missed.

5. **Obligations of Privacy Officer.** The Privacy Officer appointed under Section 3(b) will:

- (a) apply the guidelines of the most recent BC Physician Privacy Tool Kit to the operations of the Primary Care Practice;
- (b) ensure the Primary Care Practice meets the requirements of PIPA; and
- (c) act as the point of contact for Care Team Members when patients request access to their records or corrections to records.

ROLE OF HEALTH SERVICE ORGANIZATION

6. **Obligations of the Health Service Organization.** The Health Service Organization will:
- (a) designate a person to be the single point of contact for the Primary Care Practice to manage all matters concerning this Agreement;
 - (b) provide reasonable and timely advance notice to the Primary Care Practice of the name, role and arrival date of new HSO Care Team Members or likewise, of the removal of an HSO Care Team member;
 - (c) if delegated by the Primary Care Practice, ensure HSO Care Team Members have signed a privacy and confidentiality agreement(s) that is specific to / encompassing of information of the Primary Care Practice;
 - (d) if delegated by the Primary Care Practice, ensure HSO Care Team Members have received appropriate privacy and security training;
 - (e) request access to, or records from, the EMR or any other related systems in accordance with this Agreement; and
 - (f) as needed, support investigations of privacy and security incidents involving HSO Care Team Members as requested by the Primary Care Practice's Privacy Officer.

TEAM CHARTING

Both the Primary Care Practice and the Health Service Organization will endeavour to ensure Care Team Members meet the Team Charting principles and section 7 to 10 of this Agreement.

7. Unless otherwise agreed amongst the Parties, HSO Care Team Members will chart directly or remotely in the Primary Care Practice's EMR in accordance with the Team Charting principles below:
- (a) Whenever possible, Care Team Members should only chart in one system;
 - (b) Care Team Members should chart in the EMR of the Primary Care Practice in which they are working either directly (including via remote access) or indirectly via integrated chart notes;
 - (c) Information will be made accessible to Care Team Members (and organizations) when needed for patient care;
 - (d) Care Team Members should consider brevity and actionability in charting and encounter summaries;
 - (e) Charting should be optimized for patient safety, clinical decision support, team performance, and reporting and should meet the minimum charting requirements of the Primary Care Practice in which they are working;
 - (f) Access to EMR records is only appropriate if the Care Team Member has a care relationship with the patient, is identifying patients in need of their care or is

undertaking quality improvement activities (authorized by the primary care practice);

- (g) Care Team Members must only access the information necessary to provide care, identify patients needing care or for expressly authorized quality improvement activities.
- 8. Inappropriate Access to patient information is strictly prohibited.
- 9. Care Team Members shall not alter or modify another team member's notes in the EMR.
- 10. Chart notes must clearly denote the author/contributor, their profession and the date of the patient encounter.
- 11. Care Team Members must refer all requests for patient access or corrections to EMR records to the Primary Care Practice Privacy Officer.
- 12. This Agreement does not apply to records created within the HSO's system(s) by HSO Care Team Members, even if such records are created while the HSO Team Member is providing care to patients within the facilities of the Primary Care Practice.

HEALTH SERVICE ORGANIZATION ACCESS TO EMR

- 13. **HSO Rights of Access to EMR.** Despite Section 3 appointing the Primary Care Practice as the Custodian and in addition to the HSO Care Team Members having access to the EMR for charting in accordance with Section 7, the HSO will have the right to access the information recorded by HSO Care Team Members (as well as information recorded by others that provides context) in the EMR for purposes of:
 - (a) performance management, including matters related to a Collective Agreement between an HSO Care Team Member and the HSO;
 - (b) responding to patient or custodian complaints about the HSO Care Team Member;
 - (c) responding to legal claims or as required by law;
 - (d) service delivery reporting to the Ministry of Health in relation to the applicable service delivery plan for the placement of HSO Care Team Members into the Primary Care Practice;
 - (e) other reporting as may be required by the Ministry of Health that is agreed to and documented by the Parties in a Schedule A to this Agreement.

In such circumstances, the Custodian will provide access to the designated person of the Health Service Organization to the EMR or provide copies of records **pertaining to the activities related to the complaint or issue as requested**. This is to be done in a timely manner in a way that is agreed upon by the Parties. Any costs for this will be borne by the Health Service Organization. This right of access continues to be in effect even after the expiry of this Agreement.

*For the purpose of clarity, while the HSO will usually have the right to access **only** the information recorded by the HSO Care Team Members in the EMR, there may be situations where access to other notes is required. For example, if the issue pertains to a nurses' interpretation of a doctor's order, it is reasonable for the HSO to be able to access the doctor's note pertaining to such an order—solely for the purpose of investigating the complaint or issue.*

CHANGE IN CUSTODIANSHIP

14. Primary Care Practice will not transfer custodianship of records containing Care Team Member team charting to an entity that is not a party to this Agreement, unless prior to the transfer:
 - (a) the Custodian notifies the patients and Health Service Organization of the transfer of records to a new Custodian, and
 - (b) the entity that will be receiving custody of the records enters into an agreement with the Health Service Organization to provide access to the Health Service Organization in accordance with section 13 of this Agreement, or
 - (c) the Primary Care Practice shares all Care Team Member records with the Health Services Organization prior to the transfer of custody.

Section 14 does not apply with respect to the transfer of records concerning individual patients, to a new Custodian, when requested by the patient. In this situation (such as when an individual patient decides to move to another Primary Care Practice), records will be transferred without notification to the HSO, as authorized by the patient. Furthermore, these records will not be deleted by the current Custodian, thus enabling continued HSO access to these records as outlined in Section 13.

LIABILITY

15. The Custodian is not liable for mistakes, inaccuracies or misrepresentations of the charting of an HSO Care Team Member working in their practice unless the Custodian has directed that Care Team Member to chart specific information in the EMR. Despite this, Care Team Members require professionalism in charting.

PATIENT NOTIFICATION

16. The Primary Care Practice will ensure that the Poster is displayed prominently in the waiting area of their clinic or other facilities in which the Primary Care Practice provides healthcare services to patients.
17. The Primary Care Practice will make the Privacy FAQ available to patients upon request.
18. A patient can request that their information not be shared with an HSO in accordance with Section 13 (opt out).

PRIMARY CARE PRACTICE REPRESENTATIVE

19. The individual who signs this Agreement on behalf of the Primary Care Practice ("Primary Care Practice Lead") represents and warrants that he or she has the authority to bind the Primary Care Practice to the terms and conditions set out in this Agreement and undertakes to ensure that all members of the Primary Care Practice comply with them.
20. The Primary Care Practice Lead will ensure that all physicians / entities comprising the Primary Care Practice as of the Effective Date are aware of their responsibilities under this Agreement and are listed in Schedule B to this Agreement and that new physicians / entities joining the Primary Care Practice after the Effective Date acknowledge their responsibilities under this Agreement according to the process set out in Schedule B.

TERMINATION

21. This Agreement will terminate by mutual agreement of the parties; or if the Primary Care Practice ceases to access HSO Care Team Members; or if the Primary Care Practice ceases to provide services in the Primary Care Network (e.g. practice closure). A party will provide 90 days' notice to the other party if their intent is to terminate the agreement

This Agreement will take effect as of the Effective Date upon its signing by the respective authorized representatives of the Parties.

[Health Service Organization]

Per:

Signature

Name & Title

Date

[Primary Care Practice]

Per:

Signature

Name & Title

Date

Schedule A

ADDITIONAL TERMS AND CONDITIONS

[Set out any additional details that the Parties would like to agree to, including terms and conditions that the Parties wish to continue from existing / previous agreements. NOTE: Until the PCN is operating under the GPSC Integrated Activity Agreement, approved by the Office of the Information Privacy Commissioner, Information Sharing for Secondary Use is prohibited by BC law —merely listing it here doesn't enable it to be collected/shared.]

Schedule B

PRIMARY CARE PRACTICE MEMBERS

The following list identifies the physicians / entities comprising the ownership / management team members represented in the signing of this Agreement as set out in Section 19 by the Primary Care Practice lead. The following list is accurate as of the Effective Date.

Physicians / entities joining the Primary Care Practice after the Effective Date should formally acknowledge their obligations under this Agreement by signing a form, suggested content for which is provided in Exhibit B to this Schedule.

Exhibit B

PRIMARY CARE PRACTICE NEW MEMBER ACKNOWLEDGEMENT FORM

[Primary Care Practice Letterhead]

Team Charting Sharing Agreement Primary Care Practice New Member Acknowledgment Form

By my signature, I acknowledge that I have read, understand, and as of the date of signature on this form, agree to fulfill my responsibilities as a member of the Primary Care Practice under the Team Charting Agreement between **[Primary Care Practice name]** and **[Health Service Organization name]**.

Member Signature

Primary Care Practice Lead Signature

Name & Title

Name & Title

Date

Date