

## **AUDIT ASSIST™**

### **COMPLAINTS DISCLAIMER - TERMS AND CONDITIONS**

As a Premium level subscriber of the Drug Information and Resource Centre (DIRC) at the Ontario Pharmacists Association (OPA or the Association), your subscription provides you with the opportunity to access the complaints support service through OPA's Audit Assist™, Business Catalyst Service. This would include complaints investigated by the Ontario College of Pharmacists.

#### **DISCLAIMER**

The support service provided by OPA consists of an initial review of your complaint's findings, facts and circumstances with a member of OPA's professional affairs department. Depending on the analysis of this review and the nature of the findings, you will be provided with suggestions on how best to proceed and respond. Notwithstanding its support throughout the process, the Association does not guarantee that its involvement will yield a more favourable outcome. Furthermore, the Association does not assume any liability for its involvement or outcome in the process. Throughout the process, the pharmacy owner and/or its designated manager and/or the applicable employee remain solely responsible for complying with the results and ultimate findings of the complaints process.

#### **TERMS AND CONDITIONS**

Please note that any and all documentation that is shared with the Association, related directly or indirectly to the complaint, should be done in a manner that preserves, protects and maintains patients' privacy and confidentiality as required under the Personal Health Information Protection Act and per Ontario College of Pharmacists' standards of practice and code of ethics. Before sending any documents or materials to the Association, you have the responsibility to ensure that all patients' personal information and identifying information are **properly and effectively removed or masked**. In the event of your failure to comply with the necessary patient privacy requirements, the Association does not assume any liability for any privacy breach that may occur as a result.

Should you wish to explore legal options to challenge your complaint findings, you will engage counsel directly and at your own expense. The Association will not subsidize or be responsible for any legal counsel costs or fees.



## MISCELLANEOUS

The Ontario Pharmacists Association reserves the right to deactivate any subscriber account if there is suspicion of misrepresentation of information, abuse of this service and/or that the representatives of any organization are not abiding by the terms of use.

The terms and conditions of the above may be changed from time to time by OPA without prior notification to the Employer.

The Association does not sell or in any other way provide any of the information provided to it by the Subscriber to third parties not associated with the provision of OPA services, programs or publications. The Association uses appropriate safeguards to ensure that all information provided to it remains confidential. For further information on how OPA protects your privacy, see our privacy policy at [www.opatoday.com](http://www.opatoday.com) or contact the privacy officer at OPA.

Should you be in agreement with the terms outlined above, please sign and date this document and return it to OPA by fax (416-385-2442) or email ([dirc@opatoday.com](mailto:dirc@opatoday.com)).

I have read and agree to the disclaimer and terms and conditions.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Pharmacy

\_\_\_\_\_  
Date