

## CARECONNECT TESTSAFE ACCESS DEED FOR HEALTHCARE PROVIDERS WITHOUT AN HPI (CPN)

### BETWEEN

Auckland District Health Board, Waitemata District Health Board, Northland District Health Board and Counties Manukau Health (Northern Region District Health Boards or 'NRDHB's)

### AND

X

Date \_\_\_\_\_

\_\_\_\_\_  
HealthCare Provider

### 1. Objectives

The parties wish to enter into this agreement to enable HealthCare Providers to have timely access to patients' health information in order to facilitate the provision of improved health and disability services to those patients. Under this agreement you are granted access to specified laboratory results and community dispensing records held on the TestSafe database. You will be an "authorised user" of Testsafe. This agreement sets out the basis on which such access is provided by the NRDHBs:

### 2. Medical Information in TestSafe

The process for delivering dispensing records to TestSafe does not form part of this Access Deed. A patient's laboratory results and dispensing records are placed in Testsafe to facilitate access to clinical information by those treating the patient. The law authorises the sharing of information between treating providers. Specific patient consent is not required. HealthCare Providers are encouraged to provide information to patients about TestSafe. Patients can choose not to have their information shared via TestSafe and should be informed of this by their treating healthcare provider.

### 3. Authorised User Obligations:

You agree to abide by the following conditions of access at all times:

- a) You will only access information from TestSafe for the purpose of providing treatment to patients under your clinical care.
- b) Any information that you obtain from TestSafe must be kept confidential and used only for the purposes of providing the above treatment. You may only disclose this information in accordance with the requirements of the Privacy Act 1993, the Health Information Privacy Code 1994, section 22F of the Health Act, or any other statute or regulation permitting or requiring disclosure.
- c) You must not share your TestSafe access code or password with anyone. You are responsible for any access that occurs under your password and logon details.

- d) You understand that access will be monitored by NRDHBs and you agree to maintain a record of the purpose for viewing a patient's information in accordance with the procedure noted under Appendix 1 and any other auditing requirements of the NRDHBs..
- e) You agree to co-operate fully with the NRDHBs in relation to any investigation into access under this deed by the NRDHBs or any other lawful authority.
- f) If you identify any unauthorised access to TestSafe or anything that may compromise the security of information in TestSafe, for example disclosure of your password, you will notify the TestSafe Administrator immediately.
- g) If you no longer require access to TestSafe then you must notify the TestSafe Administrator immediately in writing. Upon notification the agreement is terminated.

#### **4. NRDHBs Rights**

The NRDHBs reserve the right to suspend your access to TestSafe at any time and for any reason, including for identified or suspected breaches of any aspect of this agreement. Where access is to be suspended the NRDHBs, will notify you directly of the reason for the suspension and the likely duration of that suspension of access. Patient medical information can still be obtained by contacting the relevant health care provider such as a General Practitioner, Community Laboratory or DHB facility.

In the event of any inappropriate access the NRDHB's may take further action including informing your employer or those working in association with you, informing the patient, or referring the matter to your professional registering authority.

The NRDHBs may amend the terms of the agreement or terminate the agreement for any reason by providing you with 30 days written notice.

#### **5. Enforcement**

All or any of the NRDHBs has the right to take action to enforce this agreement either jointly or severally.

#### **6. Availability and Accuracy of Information**

While all reasonable efforts will be made by the NRDHBs to ensure that any health information made available is accurate, the NRDHBs provide no warranty as to the accuracy, completeness or availability of the health information held on TestSafe. If you become aware of any inaccuracies in relation to the information then you must notify the TestSafe administrator and the patient's treating clinician immediately.

#### **7. Assignment, Delegation and Transfer**

Your access rights and related obligations under this agreement are personal to you, and shall not be assigned, sub-contracted, delegated or otherwise transferred.

#### **8. Term**

This Access Deed remains in force until terminated in accordance with this agreement. Provisions intended to do so, for example access audit, will continue in full force and effect following termination.

## 9. Conditions of Access

The following conditions are met

- a) The authorising organisation is part of an audit programme that involves self-assessment and external validation against the level required for a Health and disability auditing New Zealand designated auditing agency and the – Joint commission on accreditation of healthcare organisations (JACHO).
- b) The healthcare provider will not use, or be put in a position to make, any clinical judgment on the data they have access to. There must be clinical oversight of the data.
- c) Essential confidentiality and privacy standards are be met – including regular training via Level 1 and or 2 training\* and must include, but is not limited to:
  - The Code of Health and Disability Services Consumers’ Rights 1996 (The Code) (<http://www.hdc.org.nz> )
  - The Health information Privacy code 1994 (<http://www.privacy.org.nz>)
- d) All data confidentiality and privacy obligations are included as part of the staff contract documentation. There is the ability to enforce disciplinary action if the user/s are found in breach of the privacy and security obligations.

\*Level 1 – Provided by an externally recognised training agency/provider / Level 2 – Internal training facilitated by a person who has attended level 1 training

I understand and agree to accept and abide by all the terms and conditions of this access deed:

	<b>First Name</b>	<b>Other Names</b>	<b>Last Name</b>	
<b>Healthcare Provider Name</b>				
<b>Role</b>		<b>Professional Identifier</b>	<small>(If you have one, eg, council number)</small>	
<b>Work email address</b> <small>(required)</small>			<b>Phone</b>	
<b>Signature</b>			<b>Date</b>	

**APPROVED BY CLINICAL SUPERVISOR OR MANAGER:**

<b>Name</b>			
<b>Signature</b>		<b>Date</b>	

**RESPONSIBLE AUTHORISOR on behalf of the ORGANISATION.** (This is the person CareConnect will contact if breeches are identified in audit)

<b>Name</b>			
<b>Job Title</b>			
<b>Signature</b>		<b>Date</b>	

**CONTACT DETAILS:**

<b>Organisation Name</b>		<b>Phone</b>	
<b>Address</b>			
<b>Suburb</b>		<b>PHO</b> <small>If relevant</small>	

**Return Access Deeds to:**

<b>Email:</b>	
<b>testsafe@healthalliance.co.nz</b>	

## **Appendix 1 – CARE CONNECT TESTSAFE ACCESS DEED FOR HEALTHCARE PROVIDERS WITHOUT AN HPI**

### **ACCESS AUDIT PROCEDURE**

#### **For Healthcare Providers Accessing TestSafe**

##### **Introduction**

The CareConnect TestSafe Access Deed for Healthcare Providers without an HPI states “You understand that access will be monitored by NRDHBs and you agree to maintain a record of the purpose for viewing a patient’s information in accordance with the procedure noted under Appendix 1.”

##### **Privacy and Security**

The Health Information Privacy Code requires the NRDHBs to take reasonable safeguards against inappropriate access and use of information. Each Community Pharmacy User with access to TestSafe will sign an Access Deed which states they will only use TestSafe for its intended purpose, i.e., to support direct patient care. Healthcare providers are also bound by their professional code of ethics.

Audit of access is also an essential part of the TestSafe security structure. Audit procedure is based on establishing that you have in fact provided care to the patient and had reason to access their records.

The NRDHBs may undertake a variety of audit procedures to ensure that access to pharmacy and test results is undertaken for legitimate purposes only. This includes patient centered audit as described below and other audit activity to identify potential misuse of the system. You agree to cooperate with any request by the NRDHBs for information regarding your reasons for accessing particular results for the purposes of audit activity.

##### **Patient Focused Audit Request**

Patient Focused Audit involves reviewing records of who has accessed a patient’s records over time. Rather than looking at access to records from the perspective of health care providers, the approach is focused on what activity has occurred, in general, for a particular patient.

Patients may request from TestSafe detailed information on who has accessed their TestSafe records. In addition, the TestSafe Service will select a sample of break glass accesses and send a report to the patients concerned. In both cases the patients can verify for themselves that all accesses have been appropriate.

If a patient questions the appropriateness of your access, you may be contacted by the TestSafe service to provide explanation.

It is recommended that you maintain further notes in your Dispensary system on your purpose for accessing patient records in TestSafe, so that you can respond to any request for explanation.

## Inappropriate Access

Where any form of audit has failed to confirm the appropriateness of access, or the NRDHBs have any reason to believe that access was not in accordance with the Access Deed, you will be informed and provided an opportunity to comment. If, after consideration of your response, the NRDHB's still cannot confirm that the access was appropriate, the NRDHB's may take further action including informing the your employer or those working in association with you, informing the patient, or referring the matter to the Privacy Commissioner or to your professional registration authority.