



CARECONNECT SHARED CARE (WTCC) ACCESS DEED FOR HEALTHCARE PROVIDERS WITH AN HPI (CPN)

BETWEEN

healthAlliance on behalf of Auckland District Health Board, Waitemata District Health Board, Counties Manukau District Health Board and Northland District Health Board (Northern Region District Health Boards or “NRDHB’s”)

AND

X

Date _____

HealthCare Provider (Full Name)

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 selected medical information held on the SharedCare (WTCC) database. You will be an “authorised user” of SharedCare (WTCC). This agreement sets out the basis on which such access is provided by the NRDHBs:

2. Medical Information in SharedCare (WTCC)

Selected patient information is maintained in the SharedCare (WTCC) system to facilitate access to clinical information by those treating the patient. The SharedCare (WTCC) system is the repository for NRDHBs shared care plans. The law authorises the sharing of information between treating providers. Patients can choose to participate and to share their information using the SharedCare (WTCC) system.

3. Authorised User Obligations:

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

- a) You will only access information from SharedCare (WTCC) for the purpose of providing treatment to patients under your clinical care.
- b) Any information that you obtain from SharedCare (WTCC) 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 SharedCare (WTCC) 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 SharedCare (WTCC) or anything that may compromise the security of information in SharedCare (WTCC), for example disclosure of your password, you will notify the SharedCare (WTCC) administrator immediately.
- g) If you no longer require access to SharedCare (WTCC) then you must notify the SharedCare (WTCC) administrator immediately in writing. Upon notification the agreement is terminated.

4. NRDHBs Rights

The NRDHBs reserve the right to suspend your access to SharedCare (WTCC) 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 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 SharedCare (WTCC). If you become aware of any inaccuracies in relation to the information then you must notify the SharedCare (WTCC) 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.





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

	<i>First Name</i>	<i>Other Names</i>	<i>Last Name</i>	
<i>Healthcare Provider Name</i>				
<i>HPI/CPN</i>		<i>Other Professional Identifier</i>	<small>(eg, council number)</small>	
<i>Work email address</i> <small>(required)</small>			<i>Phone</i>	
<i>Signature</i>			<i>Date</i>	

WITNESSED BY

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

CONTACT DETAILS:

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

Return Access Deeds to:

Email:

SharedCare@healthalliance.co.nz

Postal:

SharedCare
hAMSC (healthAlliance)
Private Bag 92801
Auckland 1642





Appendix 1 - SHARED CARE (WTCC) USER ACCESS DEED

Access Audit Procedure

For Users Accessing SHARED CARE (WTCC)

Introduction

The SharedCare (WTCC) User Access Deed states “(d) You understand that access may be monitored by NRDHBs and you agree to comply with procedures 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 User with access to SharedCare (WTCC) will sign an Access Deed which states they will only use SharedCare (WTCC) 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 SharedCare (WTCC) security structure. Audit procedure is based on establishing that you have in fact provided care to the patient and had legitimate reason to access their records. SharedCare (WTCC) must not be used to access own information or anyone else’s information unless it is for the purpose of providing them with clinical care.

Patient Focused Audit Request

Patient Focused Audit involves the patient reviewing the log of who has accessed their 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 access to the SharedCare (WTCC) “Patient Portal”. This is an internet based service which includes a detailed log of who has accessed their SharedCare (WTCC) record. In addition, an access log may be sent to a selected sample of patients. In both cases the patients can verify for themselves that all accesses have been appropriate.

If, for any reason, the appropriateness of your access is questioned, you may be contacted by the SharedCare (WTCC) service to provide explanation.

It may be appropriate for you to maintain further notes in your internal systems on your purpose for accessing patient records in SharedCare (WTCC) in some circumstances, so that you can respond to any request for explanation. In this regard it should be noted that NRDHB’s reserve the right to undertake other audit activities also.

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 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.

