

TWO Waikato Contract No:

TERMS OF ACCESS TWO WAIKATO'S INFORMATION SYSTEM(S)

These Terms of Access form an agreement between the Health Care Provider and TWO Waikato. By signing below, the Health Care Provider acknowledges that it has read and agrees to be bound by these Terms of Access.		
SIGNED BY HEALTH CARE PROVIDER:	SIGNED BY TWO WAIKATO:	
Name of Health Care Provider		
Signature of Authorised Person	Signature of Authorised Person	
Name and Job Title of Authorised Person	Name and Job Title of Authorised Person	
Date	Date	

INTRODUCTION

1. The Health Care Provider provides health services to residents in TWO Waikato's geographic area, including some of TWO Waikato's patients. The Parties agree that improved information sharing among community and hospital-based healthcare professionals can benefit patient care. This is consistent with the Code of Health and Disability Services Consumers' Rights, which provides that providers will cooperate to ensure quality and continuity of service.
2. The Parties agree that it would be beneficial to patients for the Health Care Provider to have access to its patients' health records located on the TWO WAIKATO Information System, subject to compliance with the Health Information Privacy Code 1994 and other applicable requirements. These Terms of Access set out the terms on which such access will be provided.

AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Access:

- **"Compatible System"** means the Health Care Provider's patient management system which is compatible with the TWO WAIKATO Information System;
- **"PACS"** means the picture archiving and communication system utilised by TWO Waikato as its medical imaging technology to store and access images from multiple radiology modalities;
- **"PEI"** means the PACS extended imaging solution which enables non-diagnostic Citrix-based remote access to the TWO Waikato PACS;
- **"TWO WAIKATO Information System"** means the information system(s) of TWO Waikato which the agreed the Health Care Provider should have access to on the terms of these Terms of Access;
- **"Health Care Provider"** means the individual or organisation specified as the "Health Care Provider" at the top section of these Terms of Access;
- **"Health Care Provider Staff Member"** means:
 - a) a contractor or employee of the Health Care Provider who is a health practitioner and who requires access to the TWO WAIKATO Information System for the provision of health care to patients; and
 - b) where the Health Care Provider is an individual, the Health Care Provider;
- **"Parties"** means TWO Waikato and the Health Care Provider, and "Party" means either one of them;
- **"Representative"** in relation to an individual, means:
 - (a) where that individual is dead, that individual's personal representative;
 - (b) where the individual is under the age of 16 years, that individual's parent or guardian; or
 - (c) where the individual, not being an individual referred to in paragraphs (a) or (b), is unable to give his or her consent or authority, or exercise his or her rights, a person appearing to be lawfully acting on the individual's behalf or in his or her interests;

- the singular includes the plural, and vice versa;
- an obligation not to do something will be deemed to include an obligation not to suffer, omit, or cause that thing to be done; and
- including means including without limitation to the generality of the surrounding words.

2. TERM AND TERMINATION

- 1.1 These Terms of Access will commence on the date they are signed by the Health Care Provider and shall remain in force until terminated in accordance with their terms.
- 1.2 Either Party may terminate these Terms of Access by giving 10 days' notice in writing to the other Party.
- 1.3 TWO Waikato may immediately terminate these Terms of Access in the event that:
 - a) the Health Care Provider breaches any term of these Terms of Access; or
 - b) the Health Care Provider ceases to provide health services in the geographic area covered by TWO Waikato.

2. ACCESS TO TWO WAIKATO INFORMATION SYSTEM

- 2.1. Following commencement of these Terms of Access, the Health Care Provider will provide TWO Waikato with a list of the names and job titles of the Health Care Provider Staff Members.
- 2.2. Following receipt of the list specified in clause 2.1, TWO Waikato will:
 - a) where the Health Care Provider uses a Compatible System, arrange for each Health Care Provider Staff Member to have access to the TWO WAIKATO Information System via the 'one click' visual integration between the Compatible System and the TWO WAIKATO Information System; or
 - b) where the Health Care Provider does not use a Compatible System, provide each Health Care Provider Staff Member with a unique password and username for them to gain access to the TWO WAIKATO Information System via the Internet delivered web portal.
- 2.3 Access to the TWO WAIKATO Information System will not be provided to any non-clinical staff working for the Health Care Provider. All Health Care Provider Staff Members must have, and must retain for the period which they have access to the TWO WAIKATO Information System, a HPI CPN (Health Provider Index Common Person Number), as maintained by the Ministry of Health.

3. CONDITIONS OF ACCESS

- 3.1. For the avoidance of doubt, the Health Care Provider is responsible for ensuring that all of its staff, including its employees and contractors, comply with the conditions in this clause 3.
- 3.2. The Health Care Provider will obtain the consent of the patient, or where the patient is unable to consent, the patient's Representative, before any Health Care Provider Staff Member accesses that patient's information on the TWO WAIKATO Information System. In cases where it is not reasonably practicable to obtain such consent but access to the patient's information is required to provide appropriate treatment, access may occur for that purpose without such consent until such time as such consent becomes reasonably practicable. The Health Care Provider must keep a record of such consent.
- 3.3. The Health Care Provider may only access the TWO WAIKATO Information System for the purposes of providing healthcare for patients under its care. The Health Care Provider must not access the TWO WAIKATO Information System for any other purpose including for any illegal, inappropriate or unethical activity.
- 3.4. The Health Care Provider must treat all patient information accessed on the TWO WAIKATO Information System as confidential, and must comply at all times with the Privacy Act 1993, including compliance with the Health Information Privacy Code 1994, in respect of such information.
- 3.5. The Health Care Provider will ensure that it is compliant with the HISO 10029:2015 (Health Information Security Framework) standard as published by the Ministry of Health.
- 3.6. As part of compliance with clauses 3.4 and 3.5, the Health Care Provider must implement and maintain appropriate security and privacy measures to ensure the safety and security of patient information on the TWO WAIKATO Information System. This includes:
 - a) where the Health Care Provider uses a Compatible System, ensuring that each Health Care Provider Staff Member only accesses the TWO WAIKATO Information System via the Compatible System using that staff member's allocated username and password for the Compatible System;
 - b) where the Health Care Provider accesses the TWO WAIKATO Information System through the internet based web portal, ensuring that each Health Care Provider Staff Member only accesses the TWO WAIKATO Information System using the allocated username and password for that staff member;
 - c) ensuring that each Health Care Provider Staff Member keeps all usernames, passwords and other security information relating to TWO Waikato and the TWO WAIKATO Information System secure and not allow any unauthorised person to access the TWO WAIKATO Information System or any such passwords, user names or other security information;
 - d) not causing any damage or loss of functionality to the TWO WAIKATO Information System, not introducing any bugs, defects or viruses into the TWO WAIKATO Information System or otherwise destroy or corrupt any part of it; and

- e) immediately notifying TWO Waikato upon becoming aware of any inappropriate access to the allocated passwords or usernames or otherwise to the TWO WAIKATO Information System.
- 3.7. Where the TWO WAIKATO Information System includes PACS and PEI, the Health Care Provider must ensure that all Health Care Provider Staff Members are aware that PACS and PEI should not be used for diagnosis purposes, given that PEI does not provide diagnostic quality images. If diagnosis is required, the Health Care Provider Staff Member should make appropriate arrangements with TWO Waikato to view the image on one of the diagnostic monitors situated at TWO Waikato.
- 3.8. The Health Care Provider must ensure that all Health Care Provider Staff Members comply with TWO Waikato's policies on security, acceptable use, information systems and all applicable TWO WAIKATO documentation and instructions.
- 3.9. The Health Care Provider must inform TWO Waikato as soon as possible when a Health Care Provider Staff Member no longer works for the Health Care Provider for any reason, so that their access to the TWO WAIKATO Information System can be removed.
- 3.10. The Health Care Provider must inform TWO Waikato as soon as possible where it wishes for an additional clinical staff member working for the Health Care Provider to obtain access to the TWO WAIKATO Information System so that their access to the TWO WAIKATO Information System can be arranged.
- 3.11. The Health Care Provider must inform TWO Waikato if it will no longer be providing health services in the TWO WAIKATO's geographic area for any reason, or any other change in circumstance that may affect access to the TWO WAIKATO Information System.

4. TWO WAIKATO RIGHTS AND OBLIGATIONS

- 4.1. TWO Waikato may suspend the Health Care Provider's access to the TWO WAIKATO Information System for any reason, including (but not limited to):
 - a) undertaking necessary maintenance on its systems or network;
 - b) where use of the TWO WAIKATO Information System by the Health Care Provider adversely interferes with the use being made of that system by TWO Waikato's staff and/or other authorised users;
 - c) where there is a complaint from a patient about access to their information by the Health Care Provider;
 - d) a breach of these Terms of Access by the Health Care Provider; or
 - e) for convenience.
- 4.2. The Health Care Provider's access to the TWO WAIKATO Information System (including, to avoid doubt, access by all Health Care Provider Staff Members) will be routinely monitored by TWO Waikato to ensure compliance with these Terms of Access. The Health Care Provider agrees to co-operate fully with any investigation into access by its staff under these Terms of Access.
- 4.3. In the event of any inappropriate access to the TWO WAIKATO Information System by the Health Care Provider, TWO Waikato has the right to:
 - a) inform the patient whose information was inappropriately accessed;
 - b) inform the relevant professional registration authority if there is reasonable belief that a breach of that registration authority's ethical standards has occurred; and
 - c) take any and all action required to comply with its legal and ethical obligations.
- 4.4. The Health Care Provider fully indemnifies TWO Waikato against all loss, liability, costs (including without limitation solicitor and own client costs), damage, actions, proceedings, claims and demands incurred in connection with, or as a consequence of, the Health Care Provider's (or the Health Care Provider's personnel's) use of the TWO WAIKATO Information System, or any breach of these Terms of Access, whether arising in tort, contract, equity or otherwise.
- 4.5. TWO Waikato's liability to the Health Care Provider whether in tort (including negligence), contract, breach of statutory duty or equity or otherwise, arising in connection with these Terms of Access is excluded to the fullest extent permitted by law.

5. ACCURACY OF INFORMATION AND RELIABILITY OF TWO WAIKATO INFORMATION SYSTEM

- 5.1. While all reasonable efforts will be made to ensure that information on the TWO WAIKATO Information System is accurate, TWO Waikato does not guarantee the accuracy or completeness of that information.
- 5.2. To assist in ensuring the accuracy of patient information, the Health Care Provider agrees to inform TWO Waikato of any material inaccuracies in any patient's details or health information on the TWO WAIKATO Information System that it becomes aware of. Any correction should be emailed to TWO Waikato's point of contact.

6. GENERAL

- 6.1. The Health Care Provider may not assign, transfer or charge any right or obligation under these Terms of Access.
- 6.2. These Terms of Access form the entire agreement between the Parties.
- 6.3. These Terms of Access are governed by the laws of New Zealand.