



TARANAKI DISTRICT HEALTH BOARD INFORMATION ACCESS DEED FOR COMMUNITY PHARMACY USERS

BETWEEN

TARANAKI DISTRICT HEALTH BOARD (“TDHB”), of David Street, New Plymouth

AND

COMMUNITY PHARMACY OWNER: _____ (‘you’)

This deed is dated the _____ day of _____ 20_____.

Known as “The Parties”

1 AGREEMENT OBJECTIVES

The parties wish to enter into this agreement to enable Community Pharmacists to have timely access to patients’ health information in order to facilitate the provision of improved health and disability service to those patients. Under this agreement you are granted access to information such as laboratory results and medication information. This agreement sets out the basis on which such access is provided to Community Pharmacies by TDHB.

2 PHARMACY OWNER OBLIGATIONS

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

- A. You and your staff will only access information resources of the TDHB for the purpose of providing treatment to patients under your clinical care.
- B. Any information that you obtain via access to the TDHB information resources 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 Pharmacy’s username or password with anyone outside of your Pharmacy’s employment.
- D. As the Pharmacy Owner, you are responsible for any access that occurs under your Pharmacy’s username and password details.
- E. You are responsible for informing all employees and/or contractors who will utilize this access to TDHB information of their obligations concerning the security and confidentiality of that information.

- F. You understand that access will be monitored by TDHB and you agree to co-operate fully with the TDHB in relation to any investigation into access under this deed by the TDHB or any other lawful authority.
- G. If you identify any unauthorized access to the TDHB information resources or anything that may compromise the security of information held by TDHB, for example, disclosure of your password, you will notify the TDHB IT Service Desk immediately.
- H. If you no longer require access to the TDHB information resources then you must notify the TDHB IT Service Desk immediately in writing. Upon notification the agreement is terminated.

3 TDHB RIGHTS AND OBLIGATIONS

TDHB reserves the right to suspend your access under this agreement at any time and for any reason. Where access is to be suspended, TDHB will notify you of the reason for the suspension and the likely duration of that suspension of access. Reasons for suspending access may include:

- A. Your use of TDHB’s systems adversely interferes with the use being made of those systems by TDHB staff and/or other authorised users
- B. A complaint from a patient about access to their information by you.
- C. A breach of this agreement by you.
- D. In the event of any inappropriate access TDHB may take further action, including informing the patient or referring the matter to your professional registering authority.

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

4 SERVICES AND SERVICE LEVELS

TDHB will make the following services available to you on the following basis:

Service Description	Hours of Service
<p>Concerto Clinical Portal and Eclair Clinical Data Repository Access to TDHB Concerto and Eclair for the purposes of obtaining appropriate information, including diagnostic results, to support the care of patients receiving treatment from you.</p>	<p>Mon-Fri – 8am – 5pm</p>

From time to time, access to the TDHB information resources and systems may be unavailable to allow for maintenance on TDHB systems and networks. This planned work is kept to a minimum and is usually completed outside of normal working hours.

Access to the TDHB information environment may become unavailable to you as a result of unplanned outages arising from faults or equipment failure on the TDHB IT environment. Where such outages occur, TDHB will use its reasonable endeavours to rectify the issue so as to ensure you are not unreasonably treated in comparison to internal TDHB users.

5 AVAILABILITY AND ACCURACY OF INFORMATION

While all reasonable efforts will be made to ensure that health information made available is accurate, TDHB gives no warranty as to the accuracy or completeness of the health information it holds. To assist in ensuring the accuracy of patient information, you agree to notify TDHB of any material inaccuracies in any patient's details or health information. This should be notified to the TDHB Medical Records department and/or the clinician in charge of the patient.

6 TERM

This Access Deed remains in force until terminated in accordance with this agreement and will be effective from the date it is signed by both Parties.

7 COST

TDHB does not charge for providing patient information. However, the provision of access to TDHB held data stored in electronic systems may result in the TDHB incurring additional costs such as application and remote user licensing. Where TDHB incurs costs either solely or predominantly to provide access to TDHB held information for you, it reserves the right to make a charge to offset those costs in the future. Any such charges shall be agreed with you and would be included as an attached schedule or variation to this Agreement.

8 INDEMNITY AND LIABILITY

As part of this Access Deed, you agree to indemnify TDHB against all actions, claims, demands, costs, charges and expenses arising out of any breach of this agreement or any claim by any third party based upon any act or omission by the Access User.

It is understood that you shall exercise all rights granted under this Agreement at your own risk. TDHB does not indemnify you against, and shall not be liable for, any loss or damage incurred by you in exercising its access rights.

I understand and agree to accept and abide by all the terms and conditions of this Access Deed.

ACCEPTED AND AGREED:

COMMUNITY PHARMACY OWNER:

First Name: _____

Last Name: _____

CPNⁱ: _____

Other Identifier: _____
(eg NZMC / NC N^o)

Email Address (required): _____

Telephone N^o (preferred contact): _____

Signature: _____

Date: _____

Contact Details

Pharmacy Name: _____

Address: _____

Pharmacy Email Address: _____

Pharmacy Telephone N^o: _____

Date: _____

TARANAKI DISTRICT HEALTH BOARD

Name: _____

Role: _____

Signature: _____

Date: _____

Please return Access Deeds to:

IT Service Desk
Taranaki District Health Board
Private Bag 2016
NEW PLYMOUTH 4342

ⁱ Common Person Number allocated by the NZ Health Information Service, Health Practitioner Index