BETWEEN

The Laboratory Awanui Labs

AND

Facility/Practice's Name Add Practice name

This agreement is dated the day **of** month **20** year

DEFINITIONS

Laboratory	The Laboratory that receives and processes the electronic laboratory order and provides access to historical patient results.
eOrder	The electronic ordering solution that allows referrers to request electronic laboratory testing and the associated Clinical Data Repository that supports it.
CDR	The Sysmex éclair clinical data repository, holding laboratory test results that are made available to the authorised person. This clinical data repository holds results from a number of laboratories within New Zealand
Data	All of the patient data held electronically.
Practitioners	Healthcare Professionals authorised by the Laboratory to use the eOrder application and access results in the CDR on behalf of a specific Health Care Facility.
CPN	Common Person Number allocated by the NZ Health Information Service, Health Provider Index.
HPI Facility ID	Issued by Te Whatu Ora for named locations at which an Organisation provides Health Services. This can be found in PMS systems. The format is FXXNNN-C where X is alphanumeric, N is numeric, and C is a check character.
Regions required for ordering	eOrders is typically configured for the Health District a facility is located in. If a facility is going to be requesting for patients in multiple regions, select the appropriate regions in this agreement.

OBJECTIVES

This document defines the acceptable use of the eOrder and CDR applications in the day-to-day operations of the practitioners.

This solution is to enable health care professionals in Health Care to have access to the laboratory electronic ordering system and patients' health information to facilitate the provision of improved health and disability services to those patients. Under this agreement the Practitioners are granted access to applications which provide the ability to place electronic orders using a service referred to as eOrder and patient records held in the CDR.

MEDICAL INFORMATION IN THE LABORATORY CDR

Specified medical records are made available via the CDR and eOrder to facilitate access to clinical information by those treating the patient. Legislation authorises the sharing of information between treating providers in a number of circumstances. Healthcare professionals are encouraged to provide information to patients about the CDR. Patients can choose not to have their information shared via the CDR by opting off at the time of the request being placed.

AUTHORISED USER OBLIGATIONS

The Health Care Facility and its Practitioners agree to abide by the following conditions of access at all times:

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- **Access to Results -** Your Facility and its Practitioners will only access results from eOrder and/or the CDR for the purpose of providing treatment to patients under their clinical care.
- **Confidentiality -** Any information that your Facility and its Practitioners obtain from eOrder and/or the CDR must be kept confidential and used only for the purposes of providing the above treatment. They may only access, use and 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.
- **User Information -** Your Facility and its Practitioners will provide and/or confirm medical council or other professional council information to the Laboratory to allow appropriate access to be provided in eOrder and/or the CDR.
    - Medical Council Number, CPN, Full Name, Title, Specialty
- **Access code and password -** Your Facility and its Practitioners must not share their eOrder and/or the CDR access code or password with anyone or allow others to access eOrder and/or the CDR under their access codes. They are responsible for any access that occurs under their password and logon details. If they are accessing eOrder via the Facilities Practice's Patient Management System their access code and password may be provided automatically for them by the Patient Management System e.g. MedTech32, MyPractice, Indici
- **Monitoring of Access -**Your registered Healthcare Professionals understand that access will be monitored and granted in accordance with this agreement and the Access Audit Guide (Appendix 1) and other auditing requirements of the laboratory.
- **Unauthorised Access –** If you identify any unauthorised access to eOrder and/or the CDR or anything that may compromise the security of information in eOrder and/or the CDR, for example disclosure of your password, you will notify the Laboratory helpdesk on helpdesk@eorder.co.nz or 0508 37 37 83.
- **Access not required -** If you no longer require access to eOrder and/or the CDR then you must notify the Laboratory helpdesk on helpdesk@eorder.co.nz immediately in writing. Upon notification the agreement is terminated.

THE LABORATORY RIGHTS:

- **Suspension of Access -** The Laboratory reserve the right to suspend your access to eOrder and/or the CDR 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 eOrder and/or the CDR, will notify you directly of the reason for the suspension and the likely duration of that suspension of access.
- **Unauthorised Access -** In the event of any inappropriate access the Laboratory may take further action including informing your employer or those working in association with you, informing the patient, any PHO that you associated with or referring the matter to your professional registration authority.
- **Amendment of Terms and Conditions -** The Laboratory may amend the terms of the agreement or terminate the agreement for any reason by providing you with 30 days written notice.

AVAILABILITY AND ACCURACY OF INFORMATION

While all reasonable efforts will be made by the Laboratory to ensure that any health information made available is accurate, the Laboratory provide no warranty as to the accuracy, completeness or availability of the health information held on eOrder or the CDR. If they become aware of any inaccuracies in relation to the information, then they must notify the Laboratory Helpdesk on helpdesk@eorder.co.nz or 0508 373783 and the patient's treating clinician immediately.

TERM

This Acceptable Use agreement 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.

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ACCEPTANCE OF ACCEPTABLE USE AGREEMENT

This Acceptable Use Agreement covers all authorised users at the facility, including but not limited too

- Doctors
- Nurses
- Healthcare assistants or equivalent
- Authorised administration staff
- IT professionals working on behalf of the practice

I am the authorised signatory to sign the Acceptable Use Agreement on behalf of this facility.

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

ACCEPTED AND AGREED:			
FACILITY DETAILS			
Facility Name			
HPI Facility ID (FXXNNN-C)		**PMS System:**	
EDI			
Address			
Preferred Contact Phone:	Incl. area code	**Email:**	
Regions required for ordering	☐ All ☐ Auckland ☐ Canterbury ☐ Hawkes Bay ☐ Northland	☐ South Island (excluding Canterbury & West Coast) ☐ Taranaki ☐ Wellington & Wairarapa	
AUTHORISED SIGNATORY			
Name	First Name	Last Name	
Job Title (Role)			
Signatory Email Address:			
Phone			
Signature:		**Date:**	
WITNESSED BY			
Name:	First Name	Last Name	
Job Title (Role):			
Signature:		**Date:**	

Please return a scanned and signed copy of your Acceptable Use Agreement to:

eOrder Helpdesk on helpdesk@eorder.co.nz

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Appendix 1- ACCEPTABLE USE AGREEMENT FOR EORDERS AND LABORATORY CDR

ACCESS AUDIT GUIDE

INTRODUCTION

This document providers context on the level, type and rational for the laboratory undertaking audits on the use of the provided applications – eOrder and CDR.

PRIVACY AND SECURITY

The Health Information Privacy Code requires the Laboratory to take reasonable safeguards against inappropriate access and use of information. Each practitioner with access to eOrder and/or the CDR covered by Acceptable Use Agreement agree that they will only use the eOrder and/or the CDR application for its intended purpose. The auditing of access is an essential part of the eOrder and the CDR Security structure. Practitioners agree to cooperate with any request by the laboratory for information regarding their 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 the Laboratory detailed information on who has accessed their eOrder records. Additionally, the Laboratory may pro-actively provide information to the patients identifying who has accessed their information.

It is recommended that the Practitioners maintain further notes in their internal systems on their purpose for accessing patient records in eOrder and /or the CDR, so that they can respond to any request for explanation.

INAPPROPRIATE ACCESS

Where any form of audit has failed to confirm the appropriateness of access, or the Laboratory have any reason to believe that access was not in accordance with the Acceptable Use Agreement, the Practitioner will be informed and provided an opportunity to comment. If, after consideration of the Practitioners response, the Laboratory still cannot confirm that the access was appropriate, the Laboratory may take further action including informing their employer or those working in association with them, informing the patient, or referring the matter to the Privacy Commissioner or to their professional registration authority.

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