

# Yourhealthsummary.

Your Health Summary (YHS), also known as the Shared Primary Care Summary (SPCS) allows authorised healthcare professionals in alternative care settings to view a summary of the patient information stored in general practice. Health professionals that have access to an up-to-date summary of patient information at the time a patient presents, can deliver health care in a more safe, efficient and thorough manner.

Auckland PHO will collect Confidential Information as part of the Your Health Summary project and has appointed ProCare Network Limited as its agent for this purpose.

## THE PURPOSE OF YOUR HEALTH SUMMARY

Sharing health information through Your Health Summary improves patient safety and allows continuity of care in an environment where patients may not be seeing their usual doctor in a usual model of care. This is particularly helpful during the Covid-19 pandemic when patients who are confirmed or suspected to have Covid-19 may require urgent healthcare services outside of their regular practice.

Sharing health information through Your Health Summary will allow patients to receive the best care possible by:

- Alerting health professionals to any risks due to allergies, medications or conditions patients may have (even if they're unable to communicate)
- Making sure tests aren't repeated unnecessarily
- Enabling faster and better decisions to be made about care

## HOW WE WILL COLLECT DATA\*

To make this as easy as possible the YHS data extraction utility will extract data directly from your practice management system (PMS). Following your practice giving consent, our help desk will contact you to arrange a time to install and set up the YHS data extraction utility. When the data extraction utility first runs it will extract all the required data, once the first run is complete it will run at intervals and only extract incremental data so it does not affect your practice. The YHS data extraction utility will not write data to your PMS as part of this process.

\* YHS is a service managed by ProCare Network Ltd as agent of Auckland PHO on behalf of the Northern Region DHBs.

## SECURITY AND PRIVACY

The YHS data extraction utility uses encrypted files sent over a secure connection to the YHS database. Please visit the YHS website [YourHealthSummary.org.nz](http://YourHealthSummary.org.nz) or contact Auckland PHO for more information about how we protect the security and confidentiality of your patient's data.

## ACCESSING DATA IN YHS

Clinics (community and hospital) and other health care providers with clear purpose and need such as St John Ambulance, Healthline or others will be able to apply for access to YHS to enable them to provide care to patients. Each application will be vetted by the YHS Clinical Director and provisional approval will be either given or denied. If provisional approval is granted, then usernames and passwords will be allocated to named registered health professionals where appropriate and to clinic administrators (with restricted / non-clinical access rights). Provisional access granted by the YHS Clinical Director will be presented to a regional YHS Clinical Governance Group (YHS CGG) to ratify and approve. In the event concerns are raised by YHS CGG, access will be revoked. In the event provisional access was denied by the YHS Clinical Director an applicant may appeal to the YHS CGG for a

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review of the decision. Access will not be granted until YHS CGG has approved the application in this instance.

Some organisations such as St John or Healthline may require different arrangements for access due to the nature of their work and workforce. These types of applications must be custom made between the Applicant and the YHS Clinical Director and approved by the YHS CGG prior to access being granted.

Patients are entitled under NZ Law to access their own health data. YHS is able to support this with an approach that is considered safe for all YHS stakeholders (including practices supplying data) and is agreed by the YHS Clinical Governance Group.

## WHAT DATA IS BEING COLLECTED

The information is a summary of medications, medical conditions, allergies, radiology results, immunisations, recalls, laboratory results, discharge summaries and other significant clinical documents (e.g. Advanced Care Plans). The YHS does not include financial information or consultation notes.

YHS can only be accessed by authorised health professionals in approved clinical settings; it is not designed to be used as a personal health record. Patients may be able to access a similar summary through their Patient Portal.

Individual patients may choose to opt out of having a shared record or to withhold specific health information from their record at any time. If they chose to opt-out, the health professional caring for them may not have immediate access to valuable health information, this could mean additional tests are needed and may delay appropriate treatment. To opt out patients out please email the NHI number to [contact@yourhealthsummary.org.nz](mailto:contact@yourhealthsummary.org.nz)

The table below summarises the data collected.

## DATA SET DETAIL

Data Set	Enrolled Patient Data	Non-enrolled	Clinical Data	Financial Invoice Data
Clinical summary data	Summary patient information, e.g. name, NHI, address, gender, marital status, ethnicity, date of birth, country of birth, contact phone numbers, emergency contact, last face to face appointment Summary practice data e.g. GP name, NZMC number, enrolment date, practice name, practice address, practice edi	N/A	The information available is a summary: <ul style="list-style-type: none"><li>• Diagnosis</li><li>• Medications</li><li>• Allergies/Medical Warnings</li><li>• Radiology results</li><li>• Laboratory results</li><li>• Discharge summaries and other significant clinical documents</li><li>• Immunisations</li><li>• Recalls</li><li>• MDT Care Plans (read-only basis)<sup>1</sup></li></ul>	No financial invoices No consultation notes

## ACCEPTANCE

Before we run the YHS data extraction utility from your practice's PMS a principal of your practice needs to sign on

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behalf of all providers in the practice.

I _____ on behalf of all providers at: (PLEASE PRINT NAME)
_____ (PRACTICE NAME)
agree to provide the Confidential Information necessary for this purpose and accepts and understands that ProCare as an agent of Auckland PHO will be extracting data for the YHS (SPCS) from our PMS.
Signed: _____ Date: _____

## Practice Details:

Legal Name	
Trading As Name	
Practice Contact for Install	
Contact Phone Number	
Physical Address	Street: Suburb: Town/City: Postcode:
PHO	
DHB	
No. of enrolled patients	
Name of test patient	
PMS System	
IT Vendor	
Vendor Contact Name	
Vendor Contact Number	

Please sign, scan, and email the consent form to [contact@yourhealthsummary.org.nz](mailto:contact@yourhealthsummary.org.nz) If you have any questions, please contact Your Health Summary or Auckland PHO - Auckland PHO Suzie Whittaker [Suzie@aucklandpho.co.nz](mailto:Suzie@aucklandpho.co.nz).

## DATA SHARING & CONFIDENTIALITY

- A. We will be provided with certain Confidential Information which is your property which is confidential and which contains personal information and health information of third party individuals as those terms are defined in the Privacy Act 1993 and the Health Act 1956 respectively.
- B. The purpose of the provision of the Confidential Information to us is to enable us to fulfil our obligations to provide shared electronic health record services.
- C. We agree to be bound by certain duties of confidentiality in respect of the Confidential Information.

## Terms and Conditions

### 1. Definition

“We” or “Us” means ProCare Network Limited.

“You” or “Your” means the Practice named in this agreement.

“Confidential Information” means any data which is disclosed to us and which relates to a patient. This includes, but is not limited to:

Patient Data	Clinical Data
Summary enrolled patient information: <ul style="list-style-type: none"><li>• NHI,</li><li>• name,</li><li>• address,</li><li>• telephone and / or email contact details</li><li>• date of birth,</li><li>• ethnicity,</li><li>• gender.</li></ul>	The information available as a summary of: <ul style="list-style-type: none"><li>• Medications</li><li>• Medical Conditions</li><li>• Allergies</li><li>• Radiology results</li><li>• Laboratory results</li><li>• Discharge summaries and other significant clinical documents</li><li>• Immunisations</li><li>• Recalls</li><li>• MDT Care Plans (read-only basis)</li></ul>

“NHIs” means the unique identifiers assigned to persons using health and disability services in New Zealand.

“Practice Name” means the name of the primary health services provider with whom the persons are enrolled.

### 2. Purpose

The Confidential Information must only be used for the purpose of providing shared electronic health record services for the patient to whom it pertains.

### 3. Obligations

In maintaining, processing, and allowing access to Confidential Information in accordance with these terms and conditions, we must:

- (a) not use or disclose such information to any other person except as permitted or required by these terms and conditions or as required by law;
- (b) immediately report to you any use or disclosure of Confidential Information not provided for by these terms and conditions of which we become aware or which we suspect, including any security incident involving Confidential

Information of which we become aware or which we suspect;

(c) ensure that any of our sub-contractors that receive, maintain, or transmit Confidential Information agree to the same restrictions, conditions, and requirements that apply to us with respect to such information; and

(d) ensure all Confidential Information is stored in accordance with the New Zealand Privacy Act 1993 and the New Zealand Health Information Privacy Code 1994.

#### **4. Dealing with the Confidential Information**

We acknowledge and agree that:

(a) Unless otherwise specified in these terms and conditions you will be the sole and exclusive owner of all Confidential Information and all intellectual property rights therein.

(b) You shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of Confidential Information.

We will, if requested in writing to do so by you in normal circumstances:

(a) Destroy all Confidential Information that we store or maintain in any form and will retain no copies of such Confidential Information.

We will establish and maintain environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, loss or alteration of Confidential Information which are (i) in conformance with the requirements set out in these terms and conditions; and (ii) no less rigorous than those maintained by us for our own information of a similar nature. We will develop and maintain procedures for the reconstruction of lost Confidential Information, and we will correct, at your request, any destruction, loss, or alteration of Confidential Information caused by us. We will employ industry-standard technology to secure and prevent unauthorised access to Confidential Information. We will both arrange appropriate levels of physical security at relevant locations, including without limitation, fire, and intruder alarms and avoidance systems, and other physical security for secure data processing.

We must comply with the Privacy Act 1993, Health Information Privacy Code 1994, The Ministry of Health's policy on cloud computing (as updated from time to time), The Code of Health and Disabilities Services Consumers' Rights Regulation 1996 (as amended), Standards New Zealand Code of Practice HB 8169:2002 (Health Network Code of Practice), AS/NZS ISO/IEC 17799 (Information technology – Code of practice for information security management) and HISO 10029:2015 (Health Information Security Framework).

#### **5. Safeguards**

We will implement and maintain appropriate security, administrative, physical, and technical safeguards to protect all Confidential Information. We will maintain appropriate security regarding your workforce and all systems and administrative processes used by us in entering, transmitting, storing, and processing the Confidential Information.

We will immediately notify each other of any breach or suspected breach of security of the Confidential Information of which we become aware, or any unauthorised use or disclosure of any Confidential Information, and will take such reasonable actions to mitigate the breach, suspected breach, or unauthorised use or disclosure of the Confidential Information, and will, at our own reasonable cost, cooperate with each other in investigating and mitigating same.

#### **6. Information sharing**

You acknowledge and agrees that we will facilitate sharing of Confidential Information as follows:

We will make a summary version of the Confidential Information of any patient designated by you accessible (in

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view-only and downloadable format) to other healthcare service providers from time to time. This summary is for the expressed purpose of delivering healthcare services to the individual person to whom the Confidential Information pertains, and any other use is not permissible.

## **7. Confidential Information**

We may not disclose Confidential Information to any other person and may not use any Confidential Information except in accordance with these terms and conditions. Except as otherwise provided, we may not, without your prior written consent, at any time, directly or indirectly, divulge or disclose Confidential Information for any purpose. We will hold all Confidential Information in strict confidence and take all measures necessary to prevent unauthorised copying, use, or disclosure of Confidential Information, and to keep the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality.

We will disclose Confidential Information only to those persons or parties who have a need to use it. We will inform all such recipients of the confidential nature of Confidential Information and will instruct them to deal with Confidential Information in accordance with these terms and conditions. We will promptly advise you in writing of any improper disclosure, misappropriation, or misuse of the Confidential Information by any person, which may come to our attention.

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## ACCESS QUERY AND AUDIT\*

Each time a patient's clinical data is viewed on the YHS; this is recorded in the audit log. Monthly random sample audits are conducted by the designated YHS Clinical Governance Group to match access to health information via the YHS to patient presentations at alternative care facilities.

\*ProCare manages the YHS on behalf of the YHS Clinical Governance Group

## YOUR HEALTH SUMMARY ACCESS APPLICATION

In signing this form I confirm that:

- I understand I am being granted access to the summary health records of people potentially throughout New Zealand,
- I confirm that I will access Your Health Summary (YHS) to provide healthcare for a named patient only when directly involved in their care
- I understand YHS does not represent a complete medical record and should be used in conjunction with other sources
- I understand all access is recorded and subject to audit
- I will ensure the person I am treating is aware that I am accessing their information and seek their (verbal) consent to do so before accessing the information wherever practicable
- I will ensure I observe all the relevant privacy, health and disability and other relevant acts and regulations along with any professional body guidance on best practice in accessing personal health information
- I confirm that we will not use Your Health Summary (YHS) or the YHS brand to solicit patients to change their enrolling general practice
- I understand that my use of the system may be audited and if I am found to have misused the information I may
  - have my access to the Your Health Summary revoked,
  - be subject to review and sanction by my professional body and
  - be subject to any other penalties that could be imposed under NZ legislation

<p>I _____ on behalf of all providers at: (PLEASE PRINT NAME)</p> <p>_____ request shared electronic (PRACTICE NAME)</p> <p>health record access.</p> <p>Signed: _____ Date: _____</p>
<p>Note. Individual providers will be issued user names and passwords upon receipt of their individual provider access requests</p>

Please sign, scan, and email the consent form to [contact@yourhealthsummary.org.nz](mailto:contact@yourhealthsummary.org.nz) or fax the completed form to 09 377 7826. If you have any questions, please contact your PHO.