

NZBS SYSTEMS ACCESS PROTOCOL

BACKGROUND

New Zealand Blood Service (NZBS) operates a number of computer systems (“NZBS systems”) that support its core business of providing blood, tissues and transfusion advice and support to New Zealand hospitals. NZBS requires DHBs to access and use some of these systems in order to record transfusion information about patients or obtain laboratory information.

Examples of these systems are:

- eProgesa – the Blood Bank module of eProgesa is the laboratory system for transfusion management
- eTraceline – replacement system for eProgesa Blood Bank module
- Rhapsody – system which supports interfaces for Blood analysers and HL7 messages for Clinical Data Repositories
- Q-Pulse – document control system providing access to NZBS policies and procedures

NZBS systems support the safe provision of blood and blood products to patients and maintain traceability of every unit of blood and blood product issued.

NZBS makes its systems, and the information they hold, available to authorised users at designated New Zealand hospital blood banks. Blood bank staff will be authorised to view, create and edit information as appropriate. In some NZBS systems Blood bank staff will have access to information regarding a patient's transfusion history, regardless of whether that patient is receiving services at his or her domicile DHB.

The DHB operates one or more hospital blood banks, or contracts a third party to operate one or more blood banks on its behalf. It is therefore essential for the DHB to have access to these NZBS systems.

NZBS provides the DHB with access to relevant NZBS systems in accordance with the terms and conditions set out in this document.

1. APPOINTING USERS

1.1 The DHB agrees to:

- (a) notify NZBS of each DHB Representative who requires access to a system for the purpose of performing their duties to the DHB;
- (b) provide NZBS with details about that DHB Representative, as reasonably requested by NZBS (including but not limited to the Representative's full name and his/her position at the DHB); and
- (c) request that NZBS grant access for that Representative to the required system.

1.2 NZBS will process any request made by the DHB under clause 1.1 in accordance with its usual business processes, and will:

- (a) provide an electronic copy of the NZBS System Terms of Use to the Representative which they are required to read and acknowledge by email before access is granted;
- (b) grant access to the relevant Representative, at which point the Representative becomes a "User"; or
- (c) contact the DHB if for any reason NZBS considers that the relevant Representative should not be granted access to a system. In such circumstances, the parties will work together to resolve the matter, however ultimately access is at NZBS's sole discretion.

- 1.3 NZBS will manage information that it receives about DHB Representatives in accordance with the Privacy Act 1993.

2. PATIENT INFORMATION

- 2.1 The DHB agrees to fulfil its obligations under the Privacy Act 1993 with respect to the provision of patient information to a third party database. Where a patient's information will be entered into a NZBS system, the DHB will take reasonable steps to ensure that the patient is made aware that:
 - (a) the DHB will be providing that patient's information to a national third party database;
 - (b) the disclosure of the information will facilitate the patient's care;
 - (c) the information may be accessed by authorised persons providing future care to the patient;
 - (d) the patient can continue to access their health information via the DHB.
- 2.2 NZBS will manage patient information that is uploaded to its systems in accordance with the Health Information Privacy Code 1994.
- 2.3 NZBS confirms that information in its systems is stored on servers located in New Zealand. Some information may in the future be held in anonymised form in a data warehouse system which is located outside New Zealand (most likely in Australia).
- 2.4 The DHB will ensure that it has confidentiality policies and procedures which require patient information (including information collected by the DHB and uploaded to a NZBS system) to be managed in accordance with the Health Information Privacy Code 1994.
- 2.5 If the DHB receives a request from a third party (other than a patient) relating to information held in an NZBS system, the DHB will refer that request to NZBS.

3. TERMS OF USE

- 3.1 The DHB acknowledges and agrees that NZBS systems containing patient information may only be accessed and used for the purpose of providing care to patients who require, or may require, a blood transfusion or other products or services, or otherwise in accordance with the Health Information Privacy Code 1994. The DHB agrees that neither it nor its Representatives will access or use NZBS systems for any illegal, fraudulent, unauthorised, improper or malicious purpose.
- 3.2 NZBS systems are intended to facilitate the safe provision of blood and tissues to patients. The information entered by users (who may be DHB Users, or other users) is not checked or verified by NZBS. However, NZBS systems are not the only source of information about a patient. In providing care to a patient, the DHB will consider the information held in NZBS systems together with other relevant information about that patient which is available.

SCHEDULE 1

NZBS SYSTEMS TERMS OF USE

1. APPLICABILITY AND AGREEMENT TO TERMS

- 1.1 These Terms of Use apply to all users of New Zealand Blood Service computer systems ('NZBS systems'). By logging in to a NZBS system, you accept these Terms of Use and are bound by them. If you do not accept these Terms of Use, you should not use the system. Please read these Terms of Use carefully.

2. SECURITY

2.1 Security of your login information

You must keep your username and password secure and confidential and must not disclose them to any third party. You must take reasonable care to:

- (a) choose a password that is a secret known only to you which cannot be easily guessed;
- (b) not disclose your password to anyone;
- (c) not allow anyone to see your password or have the opportunity to see it or record it when you enter it on a computer; and
- (d) change your password at regular intervals.

2.2 Compromise of passwords

You must immediately change your password and notify us if:

- (a) you believe the secrecy of your password or the security questions which you answered has been compromised; or
- (b) you become aware of any unauthorised use of your username or password.

3. ACCEPTABLE USE

3.1 Limited access

You may only access and use NZBS systems where such access and use is required for you to properly provide services to the DHB through which you have been given access to the system. Unless otherwise agreed with NZBS, access will be for the purpose of providing care to patients who require, or may require, a blood transfusion, or otherwise in accordance with the Health Information Privacy Code 1994.

3.2 Compliance with law

You agree to access and use NZBS systems in a manner that complies with all applicable laws and regulations, and with our reasonable instructions as notified to you from time to time. Without limiting the foregoing, you agree that you will access and use NZBS systems in a manner that complies with the Health Information Privacy Code 1994.

3.3 Reasonable care

You must take reasonable steps to ensure that the information you upload to NZBS systems is up-to-date, complete and accurate at the time it is loaded. Patient information obtained from NZBS systems must be checked for accuracy before any blood or blood product is issued or dispensed.

3.4 Notification

You will notify us if you identify any error or malfunction in the performance of a NZBS system, or any inaccuracy in the information available in a NZBS system.

3.5 Specific prohibitions

Without limiting clause 3.1, in particular, you agree not to:

- (a) introduce any viruses, content or code to a NZBS system which is technologically harmful, or do anything else that may interfere with the security or operation of NZBS systems or use of NZBS systems by other people;
- (b) use NZBS systems to do anything unlawful, misleading, malicious, improper or discriminatory;
- (c) facilitate or encourage any violations of these Terms of Use;
- (d) solicit login information or access an account belonging to someone else;

or attempt, or enable any other person, to do any of the above.

3.6 Our rights and remedies

Without limiting any other rights and remedies available to us, if we believe you have breached or are in breach of these Terms of Use, we may take any or all of the following actions:

- (a) limit your activities on NZBS systems;
- (b) notify the DHB of your actions;
- (c) issue a warning to you;
- (d) suspend or cancel your access to NZBS systems; and/or
- (e) notify your registration body (if applicable).

We may also suspend or cancel your access to NZBS systems if our agreement with the DHB through which you have been given access is suspended or terminated for any reason.

4. OUR LIABILITY

4.1 Patient care

NZBS systems are intended to facilitate the safe provision of blood and tissues to patients. The information entered by its users is not checked or verified by NZBS. However, NZBS systems are not the only source of information about a patient. Where information in NZBS systems is being used by the patient's treating team, it should be considered together with other relevant information about that patient which is available.