# Appendix 2 – ‘Agreement to access My Health Record’ template for general practices

The RACGP has developed a My Health Record access agreement that practices may choose to use as part of their processes and procedures in relation to the use of My Health Record. This template is not a requirement of the *My Health Records Rule 2016* or legislation; however, this may form a component of the practice’s digital health (eHealth) risk-management framework. It is important that your practice only use this template as a guide. You can adapt the sections in red and other parts of this agreement to suit the specific procedures of your individual general practice.

Agreement to access My Health Record through or at [insert practice name]

*Current as of: [insert date of last revision]*

*Version no: [insert version number]*

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert name], in my role as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert role undertaken in the general practice (eg general practitioner, practice nurse)] working at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert practice name] understand:

* my legal obligations using My Health Record
* that electronic audit logs will track my use of My Health Record
* that when a patient registers for a My Health Record, or when a record is created for them by not opting-out of the system, healthcare organisations have authority under the law to upload their healthcare information to their My Health Record
* that this authority model is subject to the parts of legislation that prohibit the disclosure of certain sensitive information without the express consent of the patient [insert the details of any relevant state legislation]

*Explanatory notes:* Authority under the under the law to upload information, is subject to two exceptions:

1. where the healthcare recipient withdraws their consent to the document being uploaded
2. where the clinical document includes health information subject to certain confidentiality provisions in either the Public Health Acts of NSW, Queensland or the ACT, **and** the healthcare organisation is subject to the particular Public Health Act.

**NSW**

In NSW, the types of health information are ‘Category 5 medical conditions’, which are AIDS and HIV; as well as health information relating to a cervical cancer test. These Public Health Act confidentiality provisions apply to ‘a medical practitioner’, and could be from either the public or private sector. As such, a healthcare provider in NSW cannot rely on the authority under the law model to upload information relating to AIDS, HIV and/or results of a cervical cancer test, but must request additional consent of the healthcare recipient to upload such health information to My Health Record.

**Queensland and ACT**

In Queensland and the ACT, the types of health information is much broader, and includes notifiable conditions, contagious conditions, cancer notifications and Pap smear register information. However, these Public Health Act confidentiality provisions apply only to persons who collect the information as part of performing a function under the Act (eg those public sector individuals who maintain a notifiable conditions register). Unless these persons are participants in My Health Record these confidentiality provisions do not seem to apply to providers uploading healthcare information to My Health Record

* that if I have been authorised by a registered healthcare provider organisation to access My Health Record through the National Provider Portal via the linking of my Health Provider Identifier–Individual (HPI-I) with their Health Provider Identifier–Organisation (HPI-O), I will correctly choose on each and every occasion the organisation that I am accessing My Health Record on behalf of [for practices that do not provide access to the provider portal this section can be removed].

*Explanatory notes:* When deciding to provide access to the provider portal, practices need to consider the risks associated with providing this access. Healthcare provider organisations who allow healthcare providers to access My Health Record on their behalf via the provider portal have very little control over the actions performed by authorised individuals and may be responsible for these actions if they result in privacy breaches or misuse of My Health Record.

I will:

* only access My Health Record through the practice’s clinical information system (CIS) using my own unique password or via the National Provider Portal using my Provider Digital Access (PRODA) credentials
*Explanatory notes:* Practices may face risks if authorised individuals access My Health Record through either the provider portal or the CIS using another individual’s password
* keep my CIS password, computer password and PRODA credentials secret and confidential
* ensure I have created a reasonably complex password which meets the requirements of [insert practice name] password policy and I change this password from time to time
* keep my Medicare Public Key Infrastructure (PKI) and/or National Authentication Service for Health (NASH) tokens safe and secure at all times
* notify the [insert the details of the person in the practice who needs to be notified of any privacy or security breaches (eg this could be the practice manager)] immediately if I become aware that the security of the system has been compromised or if my password or access card security has been compromised
* notify the [insert the details of the person in the practice who needs to be notified of any privacy or security breaches (eg this could be the practice manager)] immediately should I become aware of any privacy complaint
* notify the [insert the details of the person in the practice who needs to be notified of any privacy or security breaches (eg this could be the practice manager)] immediately if I become aware of clinical errors of significance or demographic errors in My Health Record
* only access the local medical record and the My Health Record of people for whom I am providing health care
*Explanatory notes:* Audit logs track use of My Health Record and it is possible the practice may share responsibility with the provider for inappropriate use of My Health Record
* only upload information that I believe is accurate and up to date
* log off the computer terminal when I leave the consulting room to prevent unauthorised access
*Explanatory notes:* Ensuring that computer terminals are logged off when not in use minimises the potential risk of another user accessing My Health Record using the details of the person previously logged into the computer terminal
* only use the assisted registration tool under the relevant practice policy (if applicable) [insert details of the specific practice policy that relates to the use of assisted registration in the practice]
* provide reasonable assistance at the request of the system operator or the Office of the Australian Information Commissioner (OAIC) to help in responding to an inquiry, investigation or complaint about My Health Record.

I will not:

* share passwords, PRODA credentials, Healthcare Identifiers (HI) or NASH tokens
* upload information if a patient has expressly directed that I do not
* upload a record that contains defamatory material
* upload information were the intellectual property (IP) is not owned by [insert practice name]
* discriminate against a patient because they do not have a My Health Record or because of their access control settings
* store, copy or retain any patient’s individual verification code, record access codes or document access codes.

I confirm:

* that I have accessed sufficient training to allow myself to be confident in the use of My Health Record including assisted registration
* that my passwords and/or other access mechanisms are sufficiently secure and robust given the security and privacy risks associated with unauthorised access to My Health Record. *Explanatory notes:* Further information on password security is available at <https://www.racgp.org.au/running-a-practice/security/protecting-your-practice-information/information-security-in-general-practice>
* that I grant a perpetual, irrevocable, royalty-free licence to any IP I may have, if any, including a right to sub-license this IP in relation to the records to the [insert practice name] that may be used to provide information to My Health Record
*Explanatory notes:* Individuals and healthcare provider organisations should only upload information that they hold the IP for. The ownership of this IP is complex in group practices and may depend on the details of specific practice agreements. The intent of this provision is to reduce the risk to the practice of challenges to the practice’s IP ownership
* that I am responsible and accountable for my own actions in relation to my use of My Health Record when accessed through [insert practice name] and may be held accountable by patients, the practice, the system operator or the OAIC for my actions
*Explanatory notes:* The intent of this provision is to share the risk of inappropriate behaviour by an individual from the consequences for the practice which may not be able to control this behaviour other than through training.

*Signed Date*

*Print name*

My Health Record participation obligations can be viewed at <https://www.myhealthrecord.gov.au/for-healthcare-professionals/howtos/access-my-health-record-using-provider-portal>

Further information for accessing My Health Record via the National Provider Portal is available at <https://www.myhealthrecord.gov.au/for-healthcare-professionals/howtos/access-my-health-record-using-provider-portal>

Online training resources are available at <https://www.myhealthrecord.gov.au/for-healthcare-professionals/howtos/browse-resource-type>

Additional training may also be available from [insert details of your local PHN].

Disclaimer

The template policy is intended for use as a guide of a general nature only and may or may not be relevant to particular practices or circumstances. The RACGP has used its best endeavours to ensure the template is adapted for general practice to address current and anticipated future privacy requirements. Persons adopting or implementing its procedures or recommendations should exercise their own independent skill or judgement, or seek appropriate professional advice. While the template is directed to general practice, it does not ensure compliance with any privacy laws, and cannot of itself guarantee discharge of the duty of care owed to patients. Accordingly, the RACGP disclaims all liability (including negligence) to any users of the information contained in this template for any loss or damage (consequential or otherwise), cost or expense incurred or arising by reason of reliance on the template in any manner