

Annexure A

APPLICATION FOR ACCESS TO HEALTH DATASETS

The following application form is to be completed by all person/persons/organisations/groups who wish to access to health-related datasets from Western Cape Department of Health and is to be completed in accordance with the Departments' *Guidelines on requests for access to patient datasets from the Department of Health*. Please note that application for use of data does not guarantee that the data request will be approved. If the intended purpose for data access is altered or extended in anyway, a new agreement must be entered into.

Applicant details: (Refers to the detail of the person requesting the change.)

Name:	<input type="text"/>	Surname:	<input type="text"/>
Designation / Rank:	<input type="text"/>	Date:	<input type="text" value="dd/mm/yyyy"/>
Organisation:	<input type="text"/>		
Email:	<input type="text"/>	Tel/Cell:	<input type="text"/>

Please supply the contact detail of the person to whom the processed application must be returned.

Details of Data Request: (please append any additional information where necessary)

Type of Data Requested : (please tick appropriate option)	Aggregated data	Non-identified individualised data	Identified individualised data
Please provide a short description of the data requested. Please attach a list/attach a list of the variables required.			
Do you have a National Health Research Database ref no.?	Yes	No	Number:
Time period the data should cover:	Start date:	<input type="text" value="dd/mm/yyyy"/>	End date: <input type="text" value="dd/mm/yyyy"/>
Frequency of Access: (please tick appropriate option)	Once-off	Periodically	
If periodically, please specify time frames for access:			
Is the data to be used for research purposes?	Yes	No	
Please provide a brief motivation for this request, highlighting the purpose for which the data will be used			
Study not funded/funded by:			
Do you have a security protocol for handling the data (attach detail if necessary)?	Yes	No	

PHDC Manager- Technical assessment and comments:	<input type="checkbox"/> Feasible <i>Where relevant:</i> <input type="checkbox"/> Protocol cover <input type="checkbox"/> Ethics <input type="checkbox"/> Consent docs	
Assigned PHDC analyst:	PHDC Manager Signature:	Date:

Outcome of Application: (To be completed by the Designated Health Authority)

Name:	<input type="text"/>	Surname:	<input type="text"/>
Designation / Rank:	<input type="text"/>	Signed:	<input type="text"/>
Application Approved:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Date: <input type="text" value="dd/mm/yyyy"/>

TERMS OF AGREEMENT FOR ACCESS TO HEALTH DATASETS

The Western Cape Department of Health is committed to ensuring availability of data that supports the provision of health care and other essential services to authorised Users. This agreement aims to ensure the authorisation, maintenance of confidentiality and appropriate use of datasets provided to Users.

This agreement is between:

The Western Cape Government: Department of Health, hereafter “the Department”

AND

....., hereafter “the User”

1. Application for use of data must be made through the channels identified in the “*Guidelines on requests for access to patient data and patient information systems*” document.
2. This agreement sets forth the terms and conditions to which the Department will disclose certain confidential health information in the form of a Dataset(s).
3. The User agrees that the Department is the owner of the Dataset(s).
4. Permitted Uses and Disclosures:
 - 4.1. Except as otherwise specified herein, the User may make all uses and disclosures of the (*Insert name of Data Set/s*) Dataset(s) necessary to conduct the (*Insert Project name/Report name for which access was granted*) for the period starting (*insert date User will receive Dataset(s)*) and ending (*insert date agreement expires*).
 - 4.2. The User will receive the Dataset(s) **once-off/periodically** (*delete whatever is not applicable*) per (*insert frequency*), from the designated Department official.
 - 4.3. In addition to the User, the individuals, or classes of individuals, who are permitted to use or receive the Dataset(s) for purposes of the Identified Project include: (*insert names of persons who may use or receive the dataset*).
5. User Responsibilities:
 - 5.1. The User will not use or disclose the Dataset(s) for any purpose other than permitted by this Agreement pertaining to (*Insert Project name/Report name*) for which written approval was granted.
 - 5.2. The User agrees that the Dataset(s) provided will not be released to any third party that is not included by the provisions of the agreement between the primary parties, without the written permission of the Department. A third party will be required to complete an agreement as well.
 - 5.3. The User agrees that the Department will be provided with an opportunity to comment and give feedback prior to the finalisation of any report/publication derived from the Dataset(s) according to the following conditions:
 - 5.3.1. The data will be used to compile (*insert document name*) for (*insert for whom/what the document is intended*).
 - 5.3.2. The report will be sent to the Department for perusal prior to finalisation. The latter should respond or react within 31 working days on the report being issued. If this period lapses it will be interpreted as a confirmation that the Department acknowledges the presentation and interpretation of data as correct and factual in the report.
 - 5.4. The User will ensure that the Department is acknowledged in any output resulting from the use of the data including.
 - 5.5. The User will communicate any data quality issues identified to the Department, to improve the dataset.
 - 5.6. The User agrees that any use of the Dataset(s) or reliance by the User on any of the Dataset(s) is at the

User's own risk and that Department shall not be held liable for any loss or damage howsoever arising as a result of such use.

5.7. The User agrees that he/she will make no statement nor permit others to make statements indicating or suggesting that interpretations/views drawn from the findings are those of the Department.

5.8. The User agrees that he/she will maintain confidentiality in accordance with item 6. Below.

6. Data Security and Confidentiality:

All Dataset(s) from the Western Cape Department of Health are to be treated as confidential and used in accordance with the following security standards:

6.1. Database storage: At a minimum the database must have user-level security, may not be housed on laptops or external media unless these are encrypted. Ideally the data should be stored on a central server with restricted access and not be stored on portable computer equipment like memory sticks, external hard drives and laptops.

6.2. The Data Sets(s) must be password protected and such passwords are not to be shared with anyone other than the principle user.

6.3. Data may not be linked to personally identifiable records from any other source unless prior approval has been explicitly granted.

6.4. File storage: At a minimum files will be stored with AES encryption e.g. 7-zip, and 15 character passwords which include numbers, special characters and letters.

6.5. Passwords and files may not be provided together but using two different methods of communication e.g. data zipped and e-mailed while password is SMS'ed to User.

6.6. When the timeframe for the agreed utilisation of the data expires (see item 4.1. above) the data must be destroyed in all its forms.

7. In making information available, the Department of Health reserves the right to set conditions in which its staff (including academic staff in joint provincial posts) should be invited to participate in any research undertaken that uses the data they have generated with a view to co-authorship of the final report/s.

8. The User accepts that this data is routinely collected as part of service delivery and therefore the data quality may not be of the highest quality.

9. Failure to adhere to the written agreement can and may be sanctioned

Signatories:

User's Name (Print)

Signature

Date

Department of Health (Designated authority)

Signature

Date