**APPLICATION FOR ACCESS TO ELECTRONIC PATIENT INFORMATION SYSTEMS**

The following application form is to be completed by all person/persons/organisations/groups who wish to access Western Cape Department of Health electronic patient information systems (Annexure B) and is to be completed in accordance with the *Guidelines on requests for Access to Patient data and Patient Information Systems.* Please note that application for access to systems does not guarantee that the request will be approved. If the intended purpose for system 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.)*

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| **Name:** |  | **Surname:** |   |  |
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| **Designation / Rank:** |  | **Date:** |  dd/mm/yyyy  |  |
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| **Organisation:** |  |  |
|  |  |
| **Email:** |  | **Tel/Cell:** |  |  |
| *Please supply the contact detail of the person to whom the processed application must be returned.* |
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**Details of Request:** (please append any additional information where necessary)

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| **Type of Access Requested :** (please identify the systems to be accessed) | **Single patient viewer / Laboratory system / Clinicom / PHCIS / Other** |
| **User category** |
| **[ ]** **[ ]****[ ]** **[ ]**  | Seconded service provider, as part of technical assistance or operational research Non-clinical government-employed service provider for whom conduct with patient data is not covered by employment contract Data analyst or software programmer, contracted or government-employedResearcher requiring access to information system for ascertainment of specified data as approved in an approved research protocol**[ ]** Other (elaborate alongside): |
| **Please provide a short description of the access requested, and the data elements required through the access** |
| **Time period the access should cover:**  | Start date: dd/mm/yyyy | End date: dd/mm/ yyyy  |
| **Frequency of Access:** (please tick appropriate option) | Once-off | Periodically or ongoing |
| **If periodically or ongoing, please specify time frames for access:**  |
| **Is the access 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** (can be included as an attachment). |

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

Facility-level (required for secondments, non-clinical staff, and facility-based research projects)

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| **Name:** |  | **Surname:** |   |  |
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| **Designation / Rank:** |  | **Signed:** |    |  |
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| **Application Approved:**  |  Yes | No |  **Date:**  | dd/mm/yyyy |  |
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Notes:

Provincial approval

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| **Name:** |  | **Surname:** |   |  |
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| **Designation / Rank:** |  | **Signed:** |    |  |
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| **Application Approved:**  |  Yes | No |  **Date:**  | dd/mm/yyyy |  |
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Notes:

**TERMS OF AGREEMENT FOR ELECTRONIC PATIENT INFORMATION SYSTEM ACCESS**

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 the data provided to Users.

This agreement is between:

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

AND

…………………………………………………………………………………., hereafter “the User”

1. Application for access to patient information systems must be made through the channels identified in the “Guidelines on requests for Access to patient data and patient information systems from the Department of Health” document.
2. This agreement sets forth the terms and conditions to which the Department will provide access to defined patient information systems.
3. The User agrees that the Department is the owner of the patient data.
4. Permitted Uses and Disclosures
	1. Except as otherwise specified herein, the User may make all uses and disclosures of the [Insert name of information system(s)] necessary to [Insert activity for which access was granted] for the period starting [insert date User will receive Data Set(s)] and ending [insert date agreement expires].
	2. The User will receive access once off / periodically [insert frequency] / routinely (delete whatever is not applicable) from the designated Department official.
	3. Use of any data ascertained through this access will strictly be for the purposes of clinical care, or for an approved research project which clearly defines how the accessed data will be used and protected.
5. User Responsibilities
	1. The User will not use or disclose accessed data for any purpose other than permitted by this Agreement pertaining to [insert project name/report name] for which written approval was granted.
	2. The User agrees that the data accessed 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.
	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 data access according to the following conditions:
		1. The data will be used to compile (insert document name) for (insert who/what the

 document is intended for)

5.3.2 The report will be sent to the Department for perusal prior to finalisation. The latter should respond or react on the report issued within 31 working days, if this period lapses it would be interpreted as a confirmation that the Department acknowledges the presentation and interpretation of data as correct and factual in the report.

* 1. The User will ensure that the Department is acknowledged in any output resulting from the use of the data.
	2. The User will communicate any data quality issues identified to the Department to improve the dataset.
	3. The User agrees that any use of the data or reliance by the User on any of the data 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.
	4. 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. The User agrees that he/she will maintain confidentiality in accordance with item 6. below.
1. Data Security and Confidentiality
	1. Protecting systems from un-authorised access
		1. Users should have an individual username and password or access via their enterprise login credentials, applied for through the appropriate system controller, and should under no circumstances use the access credentials of another user.
		2. Under no circumstances should a user share his or her access credentials with another user.
		3. Users should protect their access credentials from indiscriminate use or copying.
		4. Users should ensure that they log out of applications at any time when they are not in attendance.
	2. Responsible use of data accessed through patient information systems
		1. Access if provided in order to meet needs which cannot be catered for through data exports. No electronic datasets should be downloaded or exported unless specifically covered by the request. Dataset access as opposed to information system access is ordinarily governed by a separate guideline and accompanying agreement.
		2. In instances where data are ascertained on a patient-by-patient basis as part of a project or study, the following general principles apply with respect to data use.
			1. All data from the Western Cape Department of Health are to be treated as confidential and access to systems should be in accordance with the following security standards:
			2. Data may not be linked to personally identifiable records from any other source unless prior approval has been granted.
			3. File storage: At a minimum files of datasets which incorporate data retrieved from patient information systems will be stored with AES encryption e.g. 7-zip, and 15 character passwords which include numbers, special characters and letters.
			4. 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.
	3. When the timeframe for the agreed utilisation of the access and data expires (see item 4.1. above) the data must be destroyed in all its forms.
2. 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.
3. 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.
4. Failure to adhere to the written agreement may lead to sanctioning.

**Signatories**

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| **­­­­­­­­­­­­­­­­­­­­­­­­­­­­**User’s Name (Print)   |  | Signature |  | Date |
| Department of Health (Designated authority)  |  |  Signature |  | Date |