



MedicalDirector®

## Data Consent Form

MedicalDirector is committed to ethical and appropriate practices to maintain the expectations of the community and the requirements of the law for the security, privacy and integrity of personal health information. As part of that commitment, we need your consent to deal with the data that you will be sending us.

Your attention is drawn to MedicalDirector's Position Statement of Privacy and the Handling of Personal Health Information, attached. Please read the enclosed Acknowledgment and Consent Form ("Form"). Before receiving any data we require the Form to be signed.

Accordingly, if in order, you need to fax a copy of the signed Acknowledgement and Consent Form to us or enclose it with your data when it is posted to our office. Please note that it is strongly-recommended that you always encrypt any data you send to MedicalDirector.

**Health Communication Network Pty Limited Trading as MedicalDirector**

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# Data Transfer Acknowledgement and Consent Form

The person signing this form acknowledges and agrees that:

1. **AUTHORITY:** I sign and agree to the statements in this form with authority of and on behalf of the proprietor(s)/operator(s) of the medical practice named above.
2. **HCN PRIVACY STATEMENT:** I have read the attached HCN Position Statement on Privacy and the Handling of Personal Health Information.
3. **BACK UP COPIES:** I will take a back-up or file copy of the relevant data before it is sent to HCN.
4. **LIMITATIONS ON DATA CONVERSIONS:** When the Work involves converting data from a (source) product to the HCN Program it may not be possible to achieve an exact match between data items in the two systems due to: a) documentation of the source data structures being unavailable or inadequate; b) data items present in the source data structures not being defined in the HCN Program or stored in a different format; c) data items in the source data containing corruptions or not being consistent with the format defined in the documentation of the source data.
5. **COSTS:** Where the Work involves repair to data I undertake to pay HCN's costs for such repair.
6. **THE WORK:** HCN will deal with the data (and its disc or other media) only for the purpose of undertaking the Work. Except where I have directed otherwise HCN will not disclose or provide the data (or any part of the data) to any third party. HCN will ensure that the Work is carried out by HCN's employees or agents who must conform to HCN's confidentiality requirements.
7. **COPIES OF DATA:** I acknowledge that the Work may require HCN to take copies or create derivative files containing some or all of the data. At the completion of the Work these copies and files will be dealt with in accordance with clause 10.
8. **UPDATES:** HCN will advise me when it safely receives the data and that it will keep me updated about how the Work is progressing
9. **SECURITY:** While it has possession of the data HCN will ensure compliance with security measures to protect the data (including copies of and derivative data files created to carry out of the Work) against accidental or unlawful destruction or accidental loss, unauthorised alteration, unauthorised disclosure or access or unauthorised processing appropriate to the risks presented by the carrying out of the Work and the nature of the data.
10. **DESTRUCTION/RETURN OF DATA:** Sixty (60) days after completion of the Work HCN will destroy all copies of the data including any derivative files it creates to carry out the Work. Such destruction will include the original data submitted unless I indicate, by ticking the 'return my original data box', that I require the original data to be returned.
11. **CLAIMS:** I understand that any claims relating to the Work must be submitted to HCN within sixty (60) days of completion of the Work
12. **LIMITED WARRANTY:** HCN warrants to me that, HCN will carry out the Work with reasonable care; the diskettes, or other media in which the Work is supplied is free of defects and computer software viruses. While HCN will take reasonable steps to verify converted data is accessible from the HCN Program it gives no assurance and does not warrant that any converted data is suitable for my intended use in content or structure. To the extent permitted by mandatory operation of law, HCN makes no other warranty or representation as to fitness for use, functionality, suitability, performance or compatibility or otherwise of the Work.
13. **LIABILITY:** HCN's liability for breach of warranty is limited to the carrying out of the Work again, or if HCN so elects, a refund of the applicable fee, if the Work is defective. To the extent permitted by law, HCN will not be liable for any loss of data or errors in data resulting from the carrying out of the Work nor will it be liable for any loss or damage of the disc or other media containing the data while in transit to or from HCN. HCN shall in no circumstances be liable in any way whatsoever to me nor shall I have any remedy in respect of any claim (whether contractual, tortious, statutory or otherwise) for any form of damages, losses, costs, injury or harm sustained or incurred by me in consequence of or resulting from directly or indirectly out of the carrying out of the Work. To the extent permitted by law, I agree that HCN shall not be liable in respect of any claim by me for any special, incidental, indirect or consequential damages or for any loss of use, profits, goodwill, revenues or data even if HCN was or should have been advised of the possibility of such potential loss or damage. I acknowledge that I am solely responsible to the extent permitted by law for the back up of all data sent to HCN for the purpose of carrying out the Work.

## Data Transfer Acknowledgement & Consent Form

Practice Name:	ABN:	Practice ID:				
Contact Person:	Position:					
Practice Address for returning Data		Postcode:				
Phone:	Fax:	Email:				
MedicalDirector Application:	Bluechip	Clinical	Pracsoft	Helix	Day Surgery	Other

I hereby give consent to MedicalDirector trading as Health Communication Network Limited (HCN) to undertake the following work:

Convert patient data from an existing database into the format required by the MedicalDirector program; or

Examine the enclosed data files for inconsistency or corruption and if MedicalDirector considers it necessary repair such data.

Analyse or amend the data as agreed under MedicalDirector's Beta Testing program

I would like to request MedicalDirector return my original data on completion of the Work.

I acknowledge that I have been advised to ensure my data is encrypted before sending it to MedicalDirector

Name:	Signature	Date
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I certify that I am authorised to sign this Form on behalf of the Practice referred to above

## Return Addresses

Bluechip, Day Surgery, Helix, Multiview, Caseg  
Customer Service Manager  
PO Box K1265 HAYMARKET NSW 1240  
Phone 1300 300 161 Fax: 02 9086 3421  
Email: [customercare@medicaldirector.com](mailto:customercare@medicaldirector.com)

Clinical and Pracsoft  
Customer Service Manager  
PO Box 176 BUNDABERG QLD 4670  
Phone: 1300 300 161 Fax: 02 9086 3421  
Email: [customercare@medicaldirector.com](mailto:customercare@medicaldirector.com)

## Health Communication Network Pty Limited Trading as MedicalDirector

Position Statement on Privacy and the Handling of Personal Health Information Health Communication Network Limited (HCN) recognises that the capacity of information technology to capture and transfer information electronically has heightened community concerns about privacy in relation to the handling of personal health information.

Personal health information is personal information:

- about a person's health, medical history or past, present or future medical care
- collected in the provision of health services to an individual; or
- about any health service provided to an individual.

Personal health information is sensitive. The secure transfer, storage and disposal of personal health information are paramount to protecting and maintaining privacy. To this end, HCN is committed to ethical and appropriate practices to maintain community expectations for the security, privacy and integrity of personal health information. HCN's position statement on privacy addresses the following key issues:

- information conversion between systems;
- the collection of information for research purposes;
- the provision of service and support;
- the collection of information used in HCN communications and emerging technologies.

The position statement takes into consideration the following:

- Guidelines on Privacy in the Private Health Sector (October 2001)
  - RACGP Code of Practice for the Management of Health Information (1998)
  - Joint NH&MRC/AVCC Statement and Guidelines on Research Practice (1997)
1. Protection of Privacy and HCN staff As a condition of their employment, all HCN staff are required to acknowledge and agree to abide by HCN's policies and procedures concerned with the protection of privacy, including the privacy of personal health information.
  2. Privacy in relation to the conversion of information between data systems Conversions are often undertaken for HCN clients to transfer data formats and information between data systems, one or both of which are HCN supported systems. In such conversions, data and information is be used and dealt

with only for the agreed transfer process and for no other purpose.

Information is transferred between data systems in a secure and protected computer environment whereby access is granted only to those HCN employees directly involved in the transfer.

Information used in the transfer process is returned, retained or destroyed as agreed with the client prior to undertaking the transfer process.

Clients are made aware of HCN's position on privacy and the handling of personal information and procedures in advance of any transfer HCN privacy processes include the conduct of a post transfer audit to ensure that data is transferred in accordance with documented protocols.

### 3. Privacy in relation to information collected for research and statistical purposes

- 3.1. Consent and de-identification Provided the prior consent of the information custodian (eg doctor, health service) is obtained, HCN accepts for the purpose of research and statistical modeling, information that has first been de-identified through processes available to the information custodian.

De-identified personal health information means the removal of data such as the patient's name, address, telephone number, Medicare number or any other information that could "reasonably" identify the person.

The information custodian should be sufficiently informed of the possible uses and disclosure of the information to enable him or her to give informed consent to the use of information for research and statistical purposes. In addition, HCN provides to the information custodian an information statement policy for display at the point of care outlining for the consumer the possible uses of the information and data and also the de-identification process. Moreover, both the information custodian and consumer will retain the right to refuse the use of any personal health information for research and statistical purposes.

Information storage and retention Information managed by HCN for research and statistical purposes will be recorded in a durable and appropriately

referenced form and will comply with privacy protocols in the relation to research.

Information will be retained to enable reference to it for a maximum of five years from the date of publication.

Contractual arrangements will be agreed with the client prior to acceptance of de-identified information for research or statistical purposes in relation to:

- location of information
- access to original information
- access to databases of converted information

4. Privacy in relation to the provision of service and support In providing service and support to its clients, HCN may need to access information to perform a support service such as setting up a client system, assessing correct system operation or investigating software anomalies referred by the client The information may be accessed from the client in hardcopy or electronic form including by remote connection to the client via modem.

The information is to be used only for the agreed purpose. On completion of the support service task the information is returned, retained or destroyed in accordance with prior agreement between HCN and the client.

Clients are made aware in advance of HCN's position on privacy and the handling of personal information and procedures. By their nature, these events requiring support services are often unpredictable and speed of response is important for continued operation of client systems.

Accordingly, formal consent from the client to access or be provided with information may in some cases be recorded by way of a standing approval, supplemented by agreed procedures for any particular instance.

HCN conducts a post service audit to ensure that information is accessed in accordance with documented protocols.

5. Issues in relation to the collection of information used in HCN communications. HCN provides regular information to its clients on health-related products and services using printed material and in electronic forms such as emails or HCN websites.

To make these processes more efficient, HCN may ask clients to identify their preferences for subject matter and record such preferences.

The information collected is not personal health information and the purpose for collection of this information will be clearly explained at the time of collection.

As examples, the information could record whether clients prefer electronic distribution rather than printed material, have an interest in Obstetrics or would like ongoing information on patient support programs.

The information will be used in the preparation of customised material specific to each client group and will not be used for any other purpose. Such information will not be provided to any other party.

Clients are made aware of HCN's position on privacy and the handling of personal information in advance. Clients may review their information on request, make changes as desired or may request that no information be recorded.

6. Position on privacy in relation to emerging technologies Consistent with HCN's commitment to continuous quality improvement, HCN will development position statements on privacy for new technologies as they emerge.

- 6.1. PKI (Public Key Infrastructure) Technology. PKI technology provides a mechanism for secure messaging across the Internet with sender and receiver able to ensure an authenticated transmission. PKI technology has the support of Government and private organizations as the technology for secure data exchange.

HCN's objective is to ensure clients have available to them the highest levels of data security in dealing with HCN or using HCN applications.

HCN is involved in the development and implementation of applications using PKI technologies as a means of communication between HCN and its clients and as a transfer mechanism between HCN applications and third party applications. HCN will take advantage of PKI to improve the security of private information as and when the technology acceptance and usage broad