

Wedgetail Guidelines – About The Wedgetail System

Note: some terms, including the following, have a specific meaning given to them in the Wedgetail Guidelines: Health Provider, authorised instruction, Online Information, SEHR.

1. What is Wedgetail

- 1.1 Wedgetail is an open source computer program designed to operate a central electronic repository of shared electronic health records (SEHR) for clinical information from multiple care providers. Wedgetail allows remote access to the information in the repository (eg via the Internet).

Wedgetail is under continuous development. All aspects of Wedgetail may change over time as a result of this development.

2. What is Wedgetail Online

- 2.1 Wedgetail Online is a service powered by Wedgetail and provided by the Wedgetail Provider. That service involves:

- (a) the hosting of an instance of Wedgetail which is publicly available on the internet; and

the maintenance of Online Information.

- 2.2 “Online Information” means information or data that has been uploaded to or stored in Wedgetail Online, whether or not it is accessible to any particular person at any particular time.

The features and operation of Wedgetail Online are determined by those of the version of the Wedgetail software used in the provision of the service. The Wedgetail Provider may, from time to time, vary the version of Wedgetail used in the provision of Wedgetail Online and therefore it is possible that any aspects of the operation of Wedgetail Online may change over time. People participating should withdraw their participation if any such change is unacceptable to them.

The Wedgetail Provider will operate Wedgetail Online in accordance with the design of the relevant version of Wedgetail. Where the Wedgetail Provider becomes aware that Wedgetail Online is not operating as expected it will investigate and take such action as it considers appropriate.

As at May 2009, Wedgetail Online is a trial service offered on a not-for-profit basis by the Wedgetail Provider.

3. Joining and Leaving

- 3.1 There are two main classes of Wedgetail Online participants (i) persons who provide health related services to third parties (Health Providers); and (ii) people receiving health related services. To become a Wedgetail Online participant you will need to sign a document. In that document you provide some consents and agree to comply with the Wedgetail Guidelines and other terms.

You may leave Wedgetail Online: by informing the Wedgetail Administrator via email: wedgetail_admin@nrgpn.org.au, by fax: 02 6622 3185 or by post: Wedgetail Administrator, NRGPN, PO Box 519, Lismore, NSW, 2480. When you leave your data is retained within Wedgetail Online, but all permissions you have given to third parties to access the information cease.

4. Wedgetail Provider

- 4.1 The Wedgetail Provider is Northern Rivers General Practice Network. The Wedgetail Provider's contact details are:

Email: wedgetail_admin@nrgpn.org.au

Phone: 02 6622 4453

Fax: 02 6622 3185

Address: Wedgetail Administrator, NRGPN, PO Box 519, Lismore, NSW, 2480

5. Liability and Consequences of a Failure to Comply by the Wedgetail Provider

- 5.1 To the extent permitted by law, your only remedy against or in relation to the Wedgetail Provider for anything that occurs as a result of your participation with Wedgetail Online or as a result of any relationship which arises as a result of your participation is to cease your participation in Wedgetail Online. In particular, without limitation and to the extent permitted by law the Wedgetail Provider has no liability where:

- (a) Wedgetail Online fails to operate as expected; or

the Wedgetail Provider or Wedgetail Online fails to comply with the Wedgetail Guidelines.

6. Wedgetail Guidelines

- 6.1 The Wedgetail Provider may, from time to time, publish guidelines for the use and/or operation of Wedgetail Online. Those guidelines are referred to as the “Wedgetail Guidelines” in this document and this document forms part of the Wedgetail Guidelines.

The Wedgetail Guidelines may relate to any aspect of the operation of Wedgetail Online, including: how data may be uploaded to, stored in, or accessed or copied from it; in what circumstances data can be uploaded to or accessed from Wedgetail Online; and how people interact with Wedgetail Online.

To the extent of any inconsistency:

- (a) a signed but otherwise unaltered Wedgetail Online consent document takes precedence over the balance of the Wedgetail Guidelines; and

this guideline takes precedence over other Wedgetail Guidelines.

- 6.2 The most recent revised version of a guideline document replaces all prior versions of that document.

7. Health Provider Guidelines

- 7.1 This section 7 applies only to Health Providers.

A Health Provider must not upload information to Wedgetail Online except:

- (a) in respect of a Participating Individual and consistently with any Withhold Instructions provided to them by that individual; and

as permitted by law, including laws relating to privacy and to copyright, confidential information and other related intellectual property laws. In particular, where a Health Provider receives a report from a third party (for example, a specialist) the Health Provider must not upload a copy of that report to Wedgetail Online if it would infringe any copyright or other right that subsists in relation to that report or its contents.

- 7.2 A Participating Individual means a person who has signed a Wedgetail Online patient consent form and whose consent remains current. Withhold Instructions means instructions as to the kinds or categories of data to be withheld from uploading.

Health Provider acknowledges that:

- (a) Online Information is provided by the Health Provider or other third parties;

the Wedgetail Provider does not vet or review Online Information in any way;

Online Information may be incomplete, inaccurate or out of date;

Online Information which is accessible at one time may not be accessible at other times;

its access to Online Information in relation to an SEHR (including information it uploads) is subject to it continuing to be authorised to access that SEHR;

the information it is permitted to access may change from time to time; and

the information provided by Health Provider may be made available to third parties and those third parties might rely on it.

- 7.3 Health Provider must make its own assessment of the advisability of relying on each piece of information accessed or acquired through Wedgetail Online.

8. Research Activities

- 8.1 From time to time the Wedgetail Provider may choose to carry out research based on the data uploaded to Wedgetail Online and other data stored by or in relation to Wedgetail Online. Prior to using any such data in such research, the Wedgetail Provider will de-identify the data using standard procedures.

Such research activities will be carried out at the discretion of the Wedgetail Provider and may be carried out by third parties on the instructions of the Wedgetail Provider. The results of and relevant data used in such research may be published.

9. Security

- 9.1 Wedgetail uses HeSA's PKI and SSL encryption for the transfer of health information. Health data is sent to, and retrieved from, the IEHR using International Standard HL7 messaging. These technologies are used because they have a reputation for providing a high standard of data safety and privacy.

Each participant must ensure that:

- (a) they keep each username and password they have for Wedgetail Online secure;

they do not disclose them to any other person; and

they do not use the username/password of any other person to access Wedgetail Online.

10. Privacy and Access to Information

- 10.1 Wedgetail complies with all applicable laws relating to privacy and health information. Information will be made available to persons in accordance with authorised instructions received by the Wedgetail Provider. The Wedgetail Provider may also disclose information where permitted or required by law.

The Wedgetail Provider may deny access to Wedgetail Online and the information contained in it (or any part of either of them) by any person at any time and may do so without providing a reason or notice. The Wedgetail Provider has no liability to any person in the event it denies such access.

In most cases, the Wedgetail Provider neither collects nor uses any information about any participant. Rather, Online Information has almost always been uploaded by a Health Professional. Similarly, most use of Online Information is by a Health Professional after they have downloaded the data. It is a condition of each Health Professional's participation that they do not upload information about a person except with that person's consent and subject to any instructions given to them as to withholding.

The Wedgetail Provider does collect information automatically generated by a person when they log in to and use Wedgetail Online. In some cases Wedgetail Online may be configured to provide automatic messages to third parties notifying them of events relating to Online Information (for example, of updates to an particular record). Once information becomes part of Online Information it is retained for an extended period, likely in excess of thirteen years, and then securely destroyed.

The Wedgetail Provider may use Online Information for research purposes in accordance with the Wedgetail Guidelines. The Wedgetail Provider will apply standard procedures to de-identify all such information prior to such use (see section 8).

The Wedgetail Provider will not use any Online Information for marketing

to any participant and will not provide any part of the Online Information to any other person for marketing purposes.

The primary purposes for which Online Information is stored, accessed, disclosed and/or used are:

- (a) for recording information about a person to which the information relates reasonably incidental to the creation and maintenance of a health record for that person;

for providing medical advice and/or treatment to the person to which the information relates;

for disclosing the information to third parties in relation to the provision of medical advice and/or treatment to the person to which the information relates;

for maintaining, over an extended period (likely to exceed 13 years from the last access), a record of information and details of the access history for it;

for the conduct of research activities described in the Wedgetail Guidelines from time to time.

- 10.2 If a person has any queries, concerns or corrections relating to any Online Information, including queries about whether any Online Information relates to them, they may contact the Wedgetail Provider. The Wedgetail Provider's contact details are set out in paragraph [3.1] above.

If a person wants a Health Provider to withhold or not upload information to Wedgetail Online, they must tell that Health Provider what they want withheld. When they give instructions to withhold information, that instruction only applies to the Health Providers that they give the instruction to. In the absence of such an instructions a Health Provider may upload information in that Health Provider's reasonable discretion subject to the Wedgetail Guidelines.

Wedgetail is designed to restrict or provide access to Online Information based on:

- (a) authorised instructions in relation to access to, or restriction of access to an SEHR including "one time" access for certain health care providers; and

authorised instructions for access to logs of who has been viewing an SEHR.

- 10.3 An “authorised instruction” in respect of an SEHR is an instruction issued through the username of the individual to whom that SEHR relates, whether or not actually issued by that individual or with that individual's authority.