

### **Terms of Trade – Te Puke Medical Centre**

- “Newly enrolled patients” will have a ‘stand down’ charge (Casual rate) for their initial “General Medical Service” consultation. You are required to pay the full fee at the time of making an appointment or on arrival prior to seeing the doctor.
- Casual patients are required to pay **at the time of making an appointment.**
- A list of our fees is displayed at reception. These fees are for same day settlement and include GST.
- We do not run accounts.
- Payments can be made by Cash, Eftpos, Credit card or via Internet Banking (bank account details are stated on each invoice or statement). All credit card payments will incur a 1.89% surcharge.
- The same terms apply for repeat prescriptions, referral letters or completion of forms requested by telephone, email or in person. Payment is required at the time of collection. If an “urgent” prescription is required, (same day as request), an additional \$20.00 fee is added to the standard fee.
- Overdue accounts may be referred to a collection agency and you will be liable for any fees applicable for costs incurred in collection of any debt. If a bad debt is incurred you will be required to pay ‘cash in advance’ of your consultation or service from that day forward.
- Failure to attend an appointment more than once may incur a fee of \$20.00. A non-attendance of an appointment means someone else misses out. You will be asked to pay for subsequent appointments or services **before** you can book any future appointments.

### **Eligibility Process**

Prior to accepting people for enrolment in the PHO, Providers and their staff are responsible for assessing a person’s eligibility to receive publicly funded health services and entitlement to enrol in the PHO.

For all new people seeking to enrol in the PHO, the Provider must assess:

- eligibility to receive publicly funded health services
- entitlement to enrol – and *also* that
- the person wishes to use the practice as their ongoing General Practice provider.

### **New Zealand Citizens (including those from the Cook Islands, Niue or Tokelau)**

#### **Eligibility:**

A New Zealand citizen (a person who has New Zealand citizenship under the Citizenship Act 1977 or the Citizenship (Western Samoa) Act 1982) is eligible for publicly funded health and disability services. **Criteria:** B2, Health and Disability Services Eligibility Direction 2011

#### **Proof of eligibility:**

You will need to show your health service provider:

- your New Zealand passport **OR**
- your New Zealand Birth Certificate (or Cook Island, Niue or Tokelau birth certificate) **AND** two forms of proof that you are the person on the birth certificate **OR**
- your New Zealand Certificate of Citizenship **AND** two forms of supporting identity documentation, one including photo ID
- your Descent Registration Certificate **AND** two forms of supporting identity documentation – one needs to have a photograph of you **OR**
- evidence you are currently getting a social security benefit (except emergency benefit) **AND** two forms of supporting identity documentation.  
One needs to have a photograph of you.

#### **Examples of identity documents include:**

- a driver licence
- an 18+ card
- an employment contract, a rental agreement, or
- letters addressed to you at your current address.
- The following cards may also be used for proof of identity (but not proof of eligibility)
- a Community Services Card or Super Gold Card
- a school/tertiary ID card

Requirements for these documents are waived for children.

#### **Note:**

Time spent overseas does not affect New Zealand citizens' eligibility. However, if only temporarily in New Zealand, they may not meet the requirements for primary health organisation enrolment. Children aged 17 years or younger, in the care and control of a parent or guardian who is a New Zealand citizen, are eligible for the same publicly funded health and disability services as their parent or guardian.

Children aged 17 years or younger, in the care and control of a person applying to legally adopt them, or become their legal guardian, are also eligible. Except for maternity services, partners of people eligible for publicly funded health and disability services must themselves meet the eligibility criteria.

## Health Privacy Information

Here is why we collect your information and how it will be used:

### Purpose

We collect your health information to provide a record of care. This helps you receive safe and quality treatment and care when you need it. We also collect your health information to help:

- Keep you and others safe
- Plan and fund health services
- Prepare and publish statistics
- Train healthcare professionals
- Carry out authorised research
- Improve government services

### Confidentiality, Information Sharing and Accuracy

- Your privacy and the confidentiality of your information is really important to us.
- Your health practitioner will record relevant information from your consultation in your notes.
- Your health information will be shared with others involved in your healthcare and with other agencies with your consent or if authorised by law.
- You have the right to know where your information is kept, who has access rights and, if the system has audit log capability, who has viewed or updated your information.
- Your information will be kept securely to prevent unauthorised access.
- We are required to keep your information accurate, up-to-date and relevant for your treatment and care

### Use of Your Health Information

The following are examples of how your health information is used:

- Your practice is contracted to Western Bay of Plenty Primary Health Organisation (WBOP PHO). The WBOP PHO may use your information for clinical and administrative purposes, including obtaining subsidised funding for you.
- Health New Zealand | Te Whatu Ora uses your information to provide treatment and care, and to improve the quality of its services.
- A clinical audit may be conducted by a qualified health practitioner to review the quality of services provided to you. They may also view health records if the audit involves checking on health matters.
- When you choose to register in a national screening health programme, relevant information may be shared with other health agencies.
- The Ministry of Health uses your demographic information to assign a unique number to you on the National Health Index (NHI). This NHI number will help identify you when you use health services.
- The Ministry of Health holds health information to measure how well health services are delivered and to plan and fund future health services. Auditors may occasionally conduct financial audits of your health practitioner. The auditors may review your records and may contact you to check that you received those services.
- Notification of births and deaths to the Births, Deaths and Marriages register may be performed electronically to streamline a person's interactions with government.

### Indirect Collection of your Health Information:

By accepting health care services from us, you agree we can collect information about you from other agencies for the purpose of maintaining an up-to-date health record and providing safe and quality primary health care. This may include:

#### From other health providers and shared health records:

- Receipt of laboratory, radiology or other results
- Accessing authorised national or regional health information systems to support your care by checking your medical history, laboratory or radiology results and current prescribing
- Receipt of correspondence from hospitals, emergency departments, after-hours providers, specialist services, allied health providers or other secondary and community care providers – including discharge summaries, outpatient or specialist letters
- Proactively contacting a hospital or specialist service to follow up on a referral or seek advice or an update on your care, where that contact results in information about you being shared with us
- Receipt of letters from screening programmes (such as bowel, breast or cervical screening), including results, or notifications regarding attendance or non-attendance

#### From non-health agencies and organisations:

- Contact from or correspondence with Police, legal representatives, Oranga Tamariki, insurance companies, Ministry of Social Development (Work and Income New Zealand) and the Accident Compensation Corporation (ACC)
- Receipt of correspondence from employers, regarding, for example, fitness to work
- Information from the New Zealand Police regarding firearms licences

### Complaints:

If concerns are raised about the care or services we provide, we may disclose relevant health information to our regulators, insurers, indemnity providers, or legal advisers for the purpose of managing and responding to the concerns.

**Research:**

- Your health information may be used in research approved by an ethics committee or when it has had identifying details removed.
- Research which may directly or indirectly identify you can only be published if the researcher has previously obtained your consent and the study has received ethics approval.
  - Under the law, you are not required to give consent to the use of your health information if it's for unpublished research or statistical purposes, or if it's published in a way that doesn't identify you.

**Right to Access and Correct:**

You have the right to access and correct your health information under rules 6 and 7 of the Health Information Privacy Code.

- You have the right to see and request a copy of your health information this practice holds about you.
- You can ask for health information about you to be corrected. Practice staff should provide you with reasonable assistance. If your healthcare provider chooses not to change that information, you can have this noted on your file.
- Patient portals allow you to book online, request repeat prescriptions and view some of your health records. Ask your practice if they offer a portal so you can register. Complaints It's OK to complain if you're not happy with the way your health information is collected or used. Talk to your healthcare provider in the first instance. If you are still unhappy with the response, you can call the Office of the Privacy Commissioner toll-free on 0800 803 909, as they can investigate this further.

**Further Information:**

- Visit [www.legislation.govt.nz](http://www.legislation.govt.nz) to access the Health Act 1956, Official Information Act 1982, Health Information Privacy Code 2020, and Privacy Act 2020.
- The Health Information Privacy Code 2020 and Privacy Act 2020 is also available at [www.privacy.org.nz](http://www.privacy.org.nz).
- A copy of the Health and Disability Ethic Committee's Standard Operating procedures can be found at <http://ethics.health.govt.nz/operating-procedures>.
- The Health and Disability Commissioner's Code of Health and Disability Services Consumers' Rights can be found at [www.hdc.org.nz](http://www.hdc.org.nz).

**Indici Patient Portal: Patient Terms and Conditions**

Indici is Te Puke Medical Centre's online patient portal, developed by Valentia Technologies. My Indici 2.0 is the app version. This patient portal allows you to:

- **Book, check, cancel and change your doctor's appointments;**
- **Order repeat prescriptions**
- **View edit or update personal contact information.**

**(The following 4 items are not activated at present but may be introduced in the future)**

- View the name of the referring doctor, date when referred and the status of the referral;
- View a summary of the medical information held about you by your doctor;
- View investigations and pathology results held by your doctor;
- Make entries into the medical record such as blood pressure, height, weight;

It is a secure and private communication channel that accesses information within your medical record and the electronic medical record system in Te Puke Medical Centre.

**Terms and Conditions of Use Agreement****1. Acceptance**

This Terms and Conditions of Use Agreement ("Agreement") is a legal agreement between you and Te Puke Medical Centre (The Practice). The Agreement states the terms and conditions under which you may access and use the Portal and all written and other information and materials displayed, linked to, or otherwise made available through the Portal, including, without limitation, articles, text, photographs, images, illustrations, audio clips, video clips, computer software and code ("Content"). By accessing and using the Portal, you are indicating your acceptance to be bound by the terms and conditions of this Agreement. If you do not accept these terms and conditions, you must not access or use the Portal. The Practice reserves the right to update or change the Agreement at any time for any reason by posting the modified Terms and Conditions of Use. Use of the Portal after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

**2. Use of Service**

The Portal is made available by The Practice as a service to clients who are at least 18 years of age, subject to their acceptance of this Agreement and The Practice's acceptance of their application for registration as a person Authorised to use the Portal ("Authorised User"). The Portal offers Authorised Users services which may include access to educational materials, messaging reminders, an appointment engine, access to communication tools and access to general information (the "Services"). You may be given the option of sending information to your health record at The Practice through the Portal. Please note that your health care provider may not be alerted when the summary is sent to your health record, nor necessarily able to review it promptly or at all if there are technical problems. For these reasons, you cannot assume that your health care provider has reviewed any information that you choose to send to your health record. If you have concerns with or otherwise need information about communications through the Portal, it is your responsibility to contact your health care provider.

**3. Not Medical Advice**

The Content provided on the Portal is for informational purposes only and is not professional medical advice, diagnosis, treatment or care, nor is it intended to be a substitute therefor. Always seek the advice of a physician or other qualified health provider properly licensed to practise medicine or general health care in your jurisdiction concerning any questions you may have regarding any Content obtained from this Portal and any medical condition you believe may be relevant to you or to someone else. Never disregard professional medical advice or delay in seeking it because of something you have read on this Portal. Always consult with your physician or other qualified health care provider before embarking on a new treatment or fitness program. Content obtained from the Portal is not exhaustive and does not cover all diseases, ailments, physical conditions or their treatment.

#### **4. Medical Emergency**

Use of the Portal and its online communications functionality should never be used for emergency communications, urgent requests or time sensitive matters. These should occur via telephone or by using existing emergency communications channels.

#### **5. No Medical Advice, Assessment or Treatment**

Information accessed through the Portal, including but not limited to broadcast messages from The Practice, frequently asked questions, reminders, content submitted by you or other users of the Portal and information created by third parties, is provided for informational and educational purposes. This information is not a substitute for medical advice, medical assessment or treatment for medical conditions and must not be taken as the practice of medicine, nursing or any other health care profession. Information provided through the Portal should be used only under the supervision of an appropriately qualified physician.

You agree that you will bear all risks associated with the use of any such information, including any reliance placed on the availability, accuracy, currency, completeness, usefulness or appropriateness of such information. You should consult a qualified medical professional before making any decision or taking any action that might affect your health.

#### **6. E-mail**

The Portal employs a secure communications channel rather than e-mail.

#### **7. Disclaimer of Warranties**

You expressly understand and agree that your use of the Portal is at your sole risk and that the Services and Content are provided on an "as is" and "as available" basis". While The Practice endeavours to provide Content that is correct, accurate, current and timely, The Practice makes no representations, warranties, conditions, or covenants, express or implied, regarding the Portal and the Content including, without limitation, no representation, warranty, condition, or covenant that

- a) the Content contained in or made available through the Portal or any item(s) made available on or through the Portal will be of merchantable quality and/or fit for a particular purpose,
- b) the Portal or Content will be accurate, complete, current, reliable, timely or suitable for any particular purpose,
- c) that the operation of the Portal will be uninterrupted or error-free,
- d) that defects or errors in the Portal or the Content, be it human or computer errors, will be corrected,
- e) loss of data will not occur,
- f) delays in online communication, transmittal of information or accuracy of content will not occur,
- g) that the Portal will be free from viruses or harmful components, and
- h) that communications to or from the Portal will be secure and/or not intercepted.

You acknowledge and agree that your access and use of the Portal and the Content is entirely at your own risk and liability. In no event will The Practice, its service providers, suppliers or licensors, be liable for any damages.

#### **8. Limited Licence**

Subject to the terms and conditions of this Agreement, you are hereby granted a limited, non-transferable and non-exclusive licence to access, view and use the Portal and the Content for your personal, non-commercial use in New Zealand. You are granted the right to download, store and/or print single copies of items comprising the Content for your personal, non-commercial use, provided that you maintain all copyright and other notices contained in such Content. You may not copy and/or repost items comprising the Content online. You must also abide by any additional requirements governing the use of any specific Content that may be set out in the Portal. In the event of a conflict between the terms of a specific licence governing specific Content and this Agreement, the terms of the specific licence shall govern.

#### **9. Links**

The Portal contains links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by The Practice of any third-party website or the content thereof. Unless expressly stated, The Practice does not operate any third-party website linked to the Portal and is not responsible for the content of any third-party website, nor does it make any representation, warranty, condition, or covenant of any kind regarding any third-party website or the content thereof.

#### **10. Submissions**

The Portal may provide features which allow you to post messages and content to designated areas on the Portal, to interact with The Practice and other health care providers, to interact with clinic staff and to upload files, documents, or other materials ("Submission(s)"). The Practice does not control the content of any Submissions and has no obligation to monitor the Submissions. However, The Practice reserves the right at all times to disclose any information necessary to satisfy any law, regulation or governmental or law enforcement request, or to edit, refuse to post or to remove any Submission, in whole or in part, that, in The Practice 's sole discretion, are objectionable or in violation of this Agreement. You acknowledge that you alone are responsible for the content of your Submissions and the consequences thereof.

#### **11. Registration**

To use certain features of the Portal, you may be asked to create an account with the Portal. When you register with the Portal, you agree

- a) to provide true, accurate, current and complete information about yourself as prompted by any registration form, and
- b) to maintain and promptly update the information to ensure it remains true, accurate, current and complete.

c) If the Practice has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, The Practice has the right to suspend or terminate your access to all or part of the Portal. The Practice's use of any personally identifying information you provide as part of the registration process is governed by the terms of Clinic's Privacy Policy.

#### **12. Acceptance of Terms and Conditions**

To register to become an Authorised User, you must indicate your acceptance of the Terms and Conditions by clicking on the "I Agree" icon when first logging into the Portal. Please note that acceptance of the Terms and Conditions is only one criterion of eligibility to be an Authorised User and will not automatically give you access to the Portal. It is within the sole discretion of The Practice to register or refuse to register you as an Authorised User, create an account for you on the Portal and grant you access or deny you access to the Portal and to revoke, at any time, any access to the Portal that it has granted to you.

#### **13. Use Deemed Acceptance / Revisions Without Notice**

It is important that you carefully read all of the Terms and Conditions before using the Portal as by using the Portal, you are agreeing to comply with and be legally bound by the Terms and Conditions as revised from time to time. The Practice may at any time revise the Terms and Conditions without notice to you. The date on which the Terms and Conditions were last revised is posted at the top of this page. It is your responsibility to review the most current version. By continuing to use the Portal, you are accepting and agreeing to be legally bound by the revised Terms and Conditions.

#### **14. Access**

Authorised Users sign on to the Portal by using a User Name and Password. The User Name and a one-time use Password are provided by Te Puke Medical Centre. If an Authorised User does not sign on to the Portal within 90 days of the date on which the activation key is issued or does not access the Portal for 90 consecutive days, the activation key will be de-activated. Reactivation of an activation key is at Te Puke Medical Centre's discretion. Te Puke Medical Centre reserves the right to change activation and reactivation keys at any time to protect the security of the Portal.

#### **15. Access Not Transferable**

Any right to access the Portal that you are granted is personal to you and non-transferable. You are strictly prohibited from allowing anyone else to access the Portal by using your User Name, and Password. You agree that you will not disclose or release your Password to anyone else, that you are fully responsible for maintaining the confidentiality of your Password and for all activities engaged in or that occur under your Password. You agree to contact The Practice immediately if you have any reason to believe that your Password has been compromised. It is expected that you exit from your account at the end of each of your sessions on the Portal.

The Practice is not responsible for breaches of confidentiality caused by you or an independent third party. You acknowledge and agree that you are responsible for any and all costs that The Practice may incur as a result of or in connection with any breach of your obligations under this section.

#### **16. Passwords**

You are responsible for maintaining the confidentiality of the password you use in association with your account and are responsible for all activities that occur under your user name and password. You agree to notify The Practice immediately of any unauthorised use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. The Practice will not be liable for any loss or damage arising from The Practice's failure or your failure to protect your password or account information.

#### **17. Tools**

Any tools or calculators provided on the Portal are provided for general and illustrative purposes only. Such tools and/or calculators are not medical advice nor are they intended to be a substitute therefor. You should not act or abstain from acting based on any information provided by any such tool or calculator available on this Portal.

#### **18. Security**

Security of your communications and data through the Portal is provided through secure logon protocols.

#### **19. Traffic Monitoring**

For security purposes, The Practice uses software programs that monitor traffic. The Practice has other safeguards in place to protect your personal information including policies, restricted access to personal information and security measures that apply to The Practice's computer system.

#### **20. Modification to Portal**

The Practice reserves the right any time, and from time to time, to modify or discontinue, temporarily or permanently, the Portal (or any part thereof) with or without notice to you. The Practice shall have no liability to you or any third party for any modifications, suspension or discontinuance of the Portal or any part thereof.

#### **21. Termination**

The Practice may, in its sole discretion, vary, cancel, suspend, deactivate or terminate your right to use the Portal, or any portion of the Portal, at any time without notice. In the event of termination, you are no longer Authorised to access the Portal, or the part of the Portal affected by such cancellation or termination. The restrictions imposed on you with respect to Content downloaded from the Portal and the disclaimers and limitations of liabilities set forth in this Agreement, shall survive termination of this Agreement. The Practice shall not be liable to you or any third party for such termination.

#### **Contacting the Practice**

Except as indicated above, any communication with the Practice in regards to the Portal, should be made to:

Te Puke Medical Centre :

**Address:** 14 Queen Street Te Puke

**Phone:** 07 573 9511

**Email:** admin@tpmc.co.nz