

Primary Health Organisation (PHO) Audit Protocol Quality & Service Audits Version 1.0

A PHO Service Agreement
Referenced Document

Document name: Primary Health Organisation (PHO) Audit Protocol – Quality and Service Audits
Document Review Date: July 2010

September 2009

This document is available on:

DHBNZ website: www.dhbnz.org.nz

Ministry of Health website: <http://www.moh.govt.nz>

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Audit Purpose

Introduction

Where an audit is to be conducted both the PHO and the auditor's roles will be undertaken in accordance with the rules of natural justice, and in particular the following principles will apply:

1. The Primary Healthcare Organisation Audit Protocol provides detailed information on how audits under the PHO Agreement will be carried out. Approved Audit Protocols become Referenced Documents as per the process described in clause D.9.3 of the PHO Agreement. This document is the Primary Healthcare Organisation (PHO) Audit Protocol Quality & Service Audits Version 1.0.
2. All audits conducted under this Protocol shall be conducted in accordance with Parts G and C3 of the Primary Health Organisation Agreement, Section 22G of the Health Act 1956, The Health Privacy Code 1994 and the Privacy Act 1993.
3. Audits conducted under this Protocol will deal with quality and service delivery issues or for compliance with contractual requirements outside of financial claiming or referred services. Audits of financial claiming and funding are excluded and are to be managed via the *Primary Health Care Audit Protocol Financial, Claiming and Referred Aervices Version 1.0* or subsequent updates. However audit of financial management systems may be included in an audit conducted under this Protocol. An audit will not be used to gather information for any other purpose.
4. Both DHBs and PHOs wish to minimise any duplication of audits.

Scope

5. This document covers two activities.

Routine Audits

- 5.1. Routine audits are expected to take place within two years of the establishment of a PHO and thereafter every three years. In scheduling PHO audits the DHB will take into account other audit activity and/or any quality programmes the PHO has undertaken or is scheduled to perform and ensure that as far as possible, duplication of audits will not occur. The PHO will be responsible for notifying the DHB of relevant audit activity/quality programmes.
- 5.2. Where another audit has been completed in the previous 12 months, the findings of this audit will be taken into consideration and may influence the extent of the audit as considered appropriate by the DHB and the PHO.

Issues-based Audits

- 5.3. In the case of known or suspected serious breach or non-compliance of the PHO Agreement, an issues-based audit and/or investigation will be held. Where fraud or serious non-compliance is identified, the matter may be referred to court and/or dealt with under provisions D15 to D21 of the PHO Agreement.

The Audit Process

6. When a District Health Board (DHB) has a specific relationship with a Māori Co-Purchasing Organisation (MaPO) the agreed Treaty partnership protocol (as defined in an individual DHBs Maori Health Plan) will apply. In all audit situations appropriate cultural protocols will be exercised, whether or not a MaPO is in existence.
7. Where targeted services provided specifically to Māori are the subject of an audit, suitably qualified Māori must be included in the audit team.
8. Audits normally involve auditors spending time at the administration base for the PHO and/or the contracted providers' site of service delivery.
9. District Health Boards (or their agents) will advise PHOs, and, where applicable, their contracted health providers, of the scope and type of audit to be conducted. This will be advised in writing prior to the audit. The PHO should be responsible for advising their contracted providers, e.g. external SIA programmes.

Surveys

10. Any audits initiated under this protocol may involve surveying some Service Users and/or contracted health service providers to confirm that services have been provided in accordance with both the PHO Agreement and contracted service specification.
11. Where appropriate, the auditors will consult with the PHO regarding: (a) the process to be used, and (b) the wording and format of the questionnaire before it is sent to contracted providers and their Service Users. In the case of an issues-based audit it may not be appropriate to give prior notice.
12. The relevant contracted health provider will be notified that a survey is being conducted at least three working days prior to the survey being mailed, as it is known that some Service Users contact their health provider upon receipt of such surveys. The results of the survey will be conveyed to the PHO.

Confirmation with Service Users

13. Auditors may wish to confirm with Service Users certain information, for example, quality or clinical aspects of services provided. This may occur:
 - 13.1. on a random basis as part of the audit process
 - 13.2. as a result of issues arising during the audit
 - 13.3. as part of an issues-based audit

This confirmation may involve:

- 13.4. written correspondence with the Service Users
- 13.5. visits to Service Users
- 13.6. telephone calls to Service Users

Service Users Visits

14. In following up any matters with Service Users or their carers every effort will be taken to ensure informed consent is obtained and to otherwise comply with the Privacy Act 1993 and the Health Information Privacy Code 1994. In addition, the auditors will:
 - Explain the process of the inquiries
 - Identify the auditors
 - Clarify any patient rights issues
 - Respect patients' wishes at all time
 - Preserve the integrity of the PHO and/or contracted health provider
 - Have regard to the persons' ethics and cultural background

On-Site Audit

15. Notification of audits will be given pursuant to Part G.5.2 and 5.3 of the PHO Agreement (refer Appendix 1).

Who will Conduct the Audits?

16. Audits will be conducted by authorised auditors who have appropriate skills and expertise.
17. Issues concerning the appointment and applicability of individual auditors will be managed as outlined in G.5.3 and G.5.4 of the PHO Agreement.
18. All auditors will be introduced by letter from the DHB CEO, or nominated officer of the relevant DHB, authorising the holder to inspect, copy or take notes of records in accordance with Section 22G of the Health Act 1956. Such identification will be shown to the manager of the PHO and the relevant contracted health provider. The auditors will also provide information not less than two weeks in advance of the audit regarding timeframes and any expectations regarding availability of staff. This will be in writing and a copy will be left with the PHO.
19. Where the purpose of viewing clinical records is to check on clinical quality, then an appropriately qualified healthcare practitioner will be used to view the records.

What Happens During an Audit?

20. PHOs and, if applicable, their contracted health providers, will receive a written summary of the audit plan which will provide an outline of the nature of the audit and general areas to be covered. A draft audit tool will also be provided at this time. This must occur at least two weeks in advance of the first site-visit.
21. Prior to any site-visit, the PHO and or the contracted service providers may be required to prepare and submit documentation to the auditors, for evaluation prior to the site-visit.

22. In addition, all engagement during the fieldwork will be scheduled and documented as part of a formal itinerary. The audit plan will include contact details for the off-site supervisor/manager of audit team members.
23. At the prearranged time, the auditors will visit the PHO or the contracted health provider (or both). This visit is referred to as the site-visit.
24. In carrying out an audit the auditors may observe the provision or delivery of services.
25. The auditor may inspect service plans, quality plans, Māori health plans, financial management systems, governance arrangements and/or any requirements within a PHO Agreement or agreement for services. The audit may also involve a survey of Service Users.
26. The auditors may also speak to various staff at the PHO or contracted health providers' services to discuss systems, practices and procedures.
27. The auditors will require access to any computerised Practice Management System or other computerised information system in order to examine records.
28. The PHO, contracted health provider or their representatives may be present during the audit if they so wish.
29. Where the auditors require more than two hours of the contracted health providers' time, prior notice will be given advising a finite period which will not ordinarily exceed four hours. Where further time is required to complete the audit this will be agreed between the PHO and/or the contracted health provider and the auditors.
30. The auditor may take copies of any records for the purposes of the Audit in accordance with the Privacy Act 1993, and any code of practice issued under that Act covering Health Information held by health providers.
31. The actual cost of any photocopying undertaken at the practice or service will be reimbursed. Where there is no photocopier available, the auditor may remove the relevant records from the practice or service for the purposes of copying such records, and will return those records within 24 hours, or a timeframe agreed between the PHO and the auditor.

How will PHOs be Notified of the Results of an Audit?

32. Due to time constraints and other tasks requiring attention at the completion of an on-site audit, auditors will generally not discuss specific findings with the PHO or contracted health providers on each day of the on-site visit. Time for assessment of records and any necessary follow-up with Service Users is often needed before such discussion can take place.
33. Auditors will normally have ongoing communication with the PHO and the contracted health provider during and following an on-site audit and will provide an initial Draft Audit Report to the PHO as soon as is practicable, but not later than three weeks after the audit.

34. The PHO will be given two weeks to correct any inaccuracies before the Draft Audit Report is finalised. If for some reason the issuing of the Draft Audit Report cannot be completed within three weeks of the audit, the auditors will provide a progress update to both the PHO and the DHB.
35. The auditors will have one week to make corrections and distribute the Draft Audit Report to the PHO and DHB.

Draft Audit Report

36. A draft report with the findings of the audit will be provided to the PHO and to the DHB for their response.
37. The PHO, relevant contracted health providers and the DHB have two weeks to respond in writing to the Draft Audit Report. These comments will be included as an appendix to the Final Audit Report. Where in the opinion of the audit team the feedback substantiates changes to the Draft Audit Report the Final Audit Report will reflect these changes.
38. Not greater than two weeks from the end of the feedback period for the Draft Audit Report a Final Audit Report will be provided to the DHB and PHO. This Report will provide recommendations and actions (where appropriate) to bridge the gap between the audit criteria and the level of performance found in the audit.

How will Confidentiality be Assured?

39. Confidentiality by all parties will be observed throughout the audit process.
40. Auditors shall seek to achieve their audit objectives by accessing records from the least sensitive source first. Where clinical records are to be accessed they will be viewed by a registered healthcare practitioner.
41. The results of all audits will be confidential to the DHB, PHO, contracted health providers and the auditors, and subject to the provisions of the Official Information Act.
42. Provisions of the Privacy Act and Health Privacy Code will be strictly followed. All completed audit reports may be subject to discovery under the Official Information Act.
43. If an audit report is to be released (due to an Official Information Act request or other lawful purpose) the PHO will be informed before release and any patient identifiable information will be removed.

What is in an Audit Plan?

44. An audit plan is an auditors' management document.
45. Every audit will have a plan which will specify the scope and issues to be examined during the audit. It will also specify dates for the completion of the draft and final reports and feedback periods.

46. The audit plan will include a draft audit tool which will be made available to the PHO two weeks before the routine audit.

Complaints Procedure

47. Where the PHO or contracted health provider undergoing a routine audit has complaints concerning an auditor having breached this Protocol and the difference cannot be resolved between the parties, the PHO or contracted health provider may forward the complaint for resolution to the CEO of the DHB. The audit will be suspended until such time as a resolution is achieved.

Cultural Sensitivity

48. Audits will be conducted in accordance with the cultural and relationship provisions set out in Parts C and G of the Primary Health Organisation Agreement (refer Appendix 1).
49. Qualified interpreters will be utilised, where required, if necessary for understanding.

The Issues-based Audit Process

50. An issues-based audit may be carried out where the DHB or their agent has reason to suspect a serious breach of the PHO Agreement; or to investigate serious complaints, or allegations or concerns.
51. The PHO and where applicable, contracted health providers will be advised of the general issues of concern prior to an issues-based audit, unless the DHB believes, on reasonable grounds, that such advice may prejudice the issues-based audit.
52. The PHO and where applicable contracted health providers will be advised when a routine audit becomes an issues-based audit. This notification may be given orally on-site or by letter or facsimile. An oral notification that an issues-based audit has started will be confirmed in writing as soon as is practicable.
53. The procedures used in an issues-based audit will follow normal audit practices and strictly observe the principles of natural justice, and abide by the legal provisions of the statutes of New Zealand.

Advance Notice

54. Where an issues-based audit is to be conducted, advance notice of visits may be reduced or not given at all (refer clause G5.2 of the PHO Agreement). No notice will be provided where auditors reasonably believe the issues-based audit may be obstructed by providing such notice. Every effort will be made not to disrupt normal operation. If the contracted provider so wishes they will be allowed 60 minutes to arrange for a representative to be present for the viewing (and/or copying) of records. If for practical reasons, 60 minutes is insufficient time then the period may reasonably be extended. During this period the auditors may remain on the contracted provider's premises but will not commence the issues-based audit.

Records

55. The copying of a Service Users' records will only be done where it is reasonably considered necessary. These may be accessed and copied as per the standard patient consent clause on the PHO enrolment form.
56. If Service Users' clinical records are copied, the appropriate clinically qualified audit team member will advise Service Users, and will be responsible for the security and confidentiality of those records. Should records be required for use as evidence in a court, adequate provisions exist for the suppression of any sensitive information.
57. Where auditors require copies of contracted provider's records, these will be made as outlined above and the original left for the contracted provider's continued use.
58. Computerised healthcare records may be viewed and copied for each patient nominated by auditors pursuant to Section 22G Health Act 1956. This will be done on the same basis as for handwritten records.
59. At the end of an issues-based audit, copies of the healthcare practice records will be returned to the contracted provider or destroyed. This will be done after all parties have agreed that no further action is contemplated.

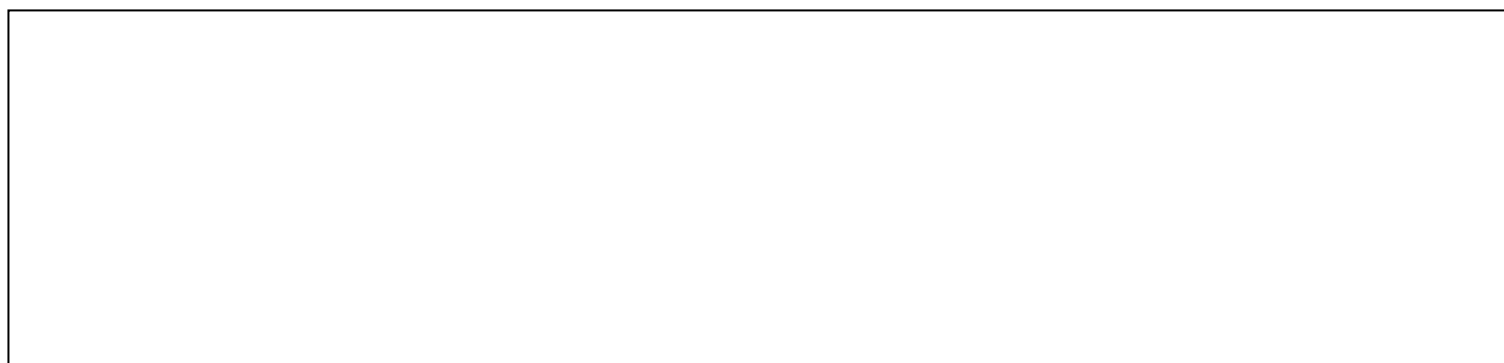
Follow-up of Requirements and Recommendations arising from the Audit

60. As required, the DHB will advise the PHO and/or contracted service provider in writing of the corrective actions to be undertaken, and the way in which the PHO and/or contracted service provider will be audited and/or report on progress. Reporting and monitoring will continue until the matter is resolved.

Summary Table Routine Audit Events

Step Number	AUDIT EVENT	Completion date of audit process steps NB – in this column “Day” means “working or business day”	ACTION	REFERENCE CLAUSE FOR THIS STEP	
				In the Audit Protocol	In the PHO Agreement
1	Written Notice of the Audit received by PHO	30 business days prior to audit date (Day -30)	From DHB • to PHO		G.5.2
2	PHO notifies DHB of any concerns re audit or any auditor	Not greater than 10 business days from step 1 (Day -20)	From PHO • to DHB		G.5.4
3	Written Notice which includes - <ul style="list-style-type: none"> • a summary of the Audit Plan • timeframes • any expectations regarding staff availability • draft Audit tool This is sent from the DHB / auditors to the PHO	Not less than 2 weeks from audit date (Day -10)	From DHB/Auditors • to PHO	20	
4	Actual audit and site visit(s) at the PHO +/- contracted providers commences	Day 0	Auditors		

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5	Initial Draft Finding Audit Report provided to the PHO	Not greater than 3 weeks after step 4 – i.e. by Day +15 at latest	From Auditors <ul style="list-style-type: none"> to PHO 	33	
6	Feedback from the PHO/contracted providers relating to any inaccuracies/corrections in the initial Draft Audit Report	Not greater than 2 weeks after step 5 – i.e. by Day +25 at latest	From PHO <ul style="list-style-type: none"> to Auditors 	34	
7	Draft Audit Report is corrected as necessary by Auditors and distributed to the PHO and the DHB	Not greater than 1 week after step 6 – i.e. by Day + 30 at latest	From Auditors <ul style="list-style-type: none"> to PHO to DHB 	35	
8	Feedback provided to Auditors on the Draft Audit Report by PHO, contracted providers and DHB	Not greater than 2 weeks after step 7 – i.e. by Day + 40 at latest	From PHO and DHB <ul style="list-style-type: none"> to Auditors 	37	
9	Final Audit Report provided by Auditors	Not greater than 2 weeks after step 8 – i.e. by Day + 50 at latest	From Auditors <ul style="list-style-type: none"> to PHO to DHB 	38	

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Appendix 1: Extract from PHO Service Agreement V18.0

C3 Relationship Principles, Section G – Audit

C.3 Relationship principles

- C.3.1 We both acknowledge that our relationship is fundamental in achieving both of our objectives in entering into this agreement.
- C.3.2 We both agree to foster a long-term co-operative and collaborative relationship to enable us both to achieve our respective objectives efficiently and effectively. We both agree that the following relationship principles will guide each of us in our dealings with each other under this agreement. Further, we both acknowledge that strategies to improve the health of Māori as a result of accessing their choice of quality primary health care services are essential to equity of health outcome for all.
- (a) The way in which we both respond to Māori issues will reflect the Treaty of Waitangi principles of partnership, participation and protection. These principles will guide the operational policies and practices of PHOs including PHO service provision
 - (b) We both agree to observe the principles of natural justice in giving effect to this agreement.
 - (c) You acknowledge that we are subject to, and must comply with, the strategic and policy directions of the Crown. Equally, we acknowledge that you have your own strategic and policy directions.
 - (d) We recognise your right to maintain your clinical and business autonomy.
 - (e) We both agree that clinical interventions should be based on the best evidence available at the time.
 - (f) We both will respect and maintain patient confidentiality.
 - (g) We both recognise and value the other's skills and expertise and commitment to high quality performance.
 - (h) We both will negotiate and implement agreements in good faith and respect, and trust the other to work together to find solutions to problems.
 - (i) We both will communicate directly with each other, openly and in a timely manner (including in relation to any request by either of us to review any aspect of this agreement).
 - (j) We both will work in a co-operative and constructive manner, and where appropriate undertake joint projects.
 - (k) We both will encourage continuing quality improvement and innovative service development to achieve the health gain objectives of us both to the extent possible within available funding.
 - (l) We both agree that risks will be borne by the party best placed to manage the risk.

- (m) We will pay you fairly for services that you are required to provide under this agreement.
- (n) We both acknowledge the importance of national consistency in PHO business rules and in Parts A to I of this agreement.

G.1 Full and open accountability

- G.1.1 We may audit your compliance with any or all of the requirements of this agreement.
- G.1.2 You (and contracted providers) must co-operate with us and provide us and our auditor with all reasonable assistance to ensure that any audit conducted by us or our auditor under this Part G is fully and properly completed to our and our auditor's satisfaction.

G.2 Audit principles

- G.2.1 We both agree that, under capitation, the financial risk associated with first level service provision is now held by PHOs and their contracted providers. The audit provisions in this Part G reflect the respective risk level of PHOs and DHBs and acknowledge that, while not constraining our rights to Audit under this Part G, you are responsible for auditing performance of your contracted providers.
- G.2.2 We both have an interest in the appropriate performance of the standard PHO agreement by other PHOs.
- G.2.3 Both of us agree that audits will be carried out in accordance with the document entitled 'Primary Healthcare Audit Protocol' which, when finalised, will form part of this agreement by becoming a referenced document pursuant to the process described in clause D.9.3.
- G.2.4 You are responsible for auditing the performance of your contracted providers. Without limiting the generality of this clause, in particular you are responsible for:
 - (a) auditing the registers maintained by your contracted providers
 - (b) auditing the information that your contracted providers are required to provide to us, through you
 - (c) clinical audit of your contracted providers.
- G.2.5 We may audit you and your contracted providers' performance under this agreement in accordance with the provisions of the Primary Healthcare Audit Protocol. Without limiting the generality of this clause, in particular we may audit:
 - (a) your compliance with the information provisions of this agreement
 - (b) your compliance with the requirements to provide quality health plans
 - (c) your compliance with the requirements under this Agreement to develop a Māori Health Action Plan in line with nationwide and DHB Māori health policy (see Part H.9).
 - (d) your compliance with the establishment enrolment rules
 - (e) your GMS claims for visits by casual users.

G.3 Audit activities and processes

- G.3.1 Audits may involve a variety of activities that may include (without limitation) conducting issues-based audits or on-site audits of your premises or any contracted provider's premises, or surveying service users and contracted providers.
- G.3.2 Any audit process will be designed in-keeping with the relationship principles set out in clause C.3 of Part C.
- G.3.3 From time to time we will evaluate the audit principles and process described in this Part G including seeking and considering your feedback on the audit process.

G.4 Audit framework guiding principles

We both agree that, where we conduct an Audit under this Agreement, our respective roles in any Audit will be undertaken in accordance with the principles of natural justice, and in particular the following principles:

- G.4.1 Audits are conducted promptly, and include active participation from us both.
- G.4.2 Appropriate notice of an audit (including the anticipated scope of the audit) is given pursuant to clause G.5.2 of this Part G.
- G.4.3 Auditors are suitably experienced, competent and carry out their work in a professional manner, and in particular:
 - (a) minimise disruption to the services
 - (b) take into account relevant safety considerations
 - (c) display appropriate sensitivity to the privacy and dignity of service users seen in the course of a visit
 - (d) where culturally specific services or Contracted Providers are subject to an Audit, the Auditor must be a suitably qualified cultural auditor;
 - (e) where services provided to Māori are the subject of an audit, suitably qualified Māori must be included in the audit team.
 - (f) where clinical records are the subject of an audit, the auditor must be a suitably qualified clinician.
- G.4.4 Except where the exceptions described in paragraphs (a) to (c) of clause G.5.2 apply, audit activities will be undertaken at a time that is reasonably convenient for you and any contracted providers involved in the audit.
- G.4.5 Audit activities must meet all legal requirements and the requirements of this agreement.
- G.4.6 We may make copies of any part of any record for the purposes of the audit [as provided for under section 22G (1) of the Health Act 1956], except to the extent restrained by law.
- G.4.7 You may have a person present during an on site visit.

G.4.8 We both will provide accurate information and prompt responses to all relevant queries, unless a prompt response would prejudice the integrity of the audit.

G.4.9 Audit reports will:

- (a) be timely
- (b) detail the facts found during the audit
- (c) be provided in draft for your consideration and comment, and include your relevant feedback
- (d) where appropriate, provide recommendations to identify the actions necessary for either of us to bridge the gap between the audit criteria and the level of performance found in the audit.

G.4.10 Where audits result in recommendations, either or us both will take reasonable steps to implement them and any agreed follow-up processes.

G.4.11 Where any audit includes a contracted provider, the principles and obligations described in this clause G.4 apply to the contracted provider as they apply to you.

G.5 Audit requirements

G.5.1 **Access for audits:** You agree to co-operate with us for the purposes of, and during the course of, conducting an audit and to allow (and/or arrange) our auditor or auditors to access at any time during business hours, or at any other time by arrangement with you, to the extent that you are legally able to (but not including any case where you have failed to ensure contracted providers are obliged to submit to an audit):

- (a) your or any contracted provider's premises, including observing the provision of the services
- (b) records and any other information (including health information), in whatever form, that relates to this agreement, the service users and their families and associates
- (c) staff, contracted providers, subcontractors, contractors, agents or other personnel used by you to provide the services
- (d) service users, their families or their associates, for interviews about the services provided under this Agreement.

You further agree to ensure that we and our authorised agents have equivalent access in relation to any services provided through any contracted provider, agent or other personnel.

G.5.2 **Notice of audit:** We will give you thirty (30) business days' prior written notice of our intention to carry out an Audit, except where we have reasonable grounds to believe that:

- (a) there has been a material breach of this Agreement; or
- (b) a delay of thirty (30) business days would unreasonably prejudice the integrity of the audit or

- (c) a delay of thirty (30) business days would unreasonably prejudice the interests of any eligible person,

in which case a reduced notice period may be given which is reasonable in the circumstances (and may include less than 24 hours' notice or no notice in some circumstances). Where we reasonably suspect that fraudulent claiming has occurred, we may enter your or any contracted provider's premises and conduct an audit at any time without prior notice.

G.5.3 Other information: The notice of audit will also include:

- (a) the identity of the person or persons appointed as auditor
- (b) their qualifications (if any) and
- (c) a declaration from such person or persons of any conflicts of interest he or she may have.

G.5.4 Where you have any reasonable concerns about the focus of any audit or any person appointed by us as an auditor, you will bring those concerns to our attention within ten (10) business days of receiving our notice of intention to audit. Subject to time constraints when we are conducting an urgent audit in the situations described in clause G.5.2, we will discuss those concerns with you and respond to you in writing regarding your concerns prior to commencing the audit.

G.6 Audits after this agreement is terminated

G.6.1 Audits may continue to be conducted under this Part G after this agreement has terminated, but only to the extent that it is relevant to the period during which this agreement was in force.

G.7 Specific provisions for financial and minimum requirements Audits

G.7.1 We both acknowledge and agree that the purpose of any financial audit is to:

- (a) maintain public confidence in the spending of public health funding
- (b) confirm you meet (and continue to meet) the requirements of being a not-for-profit organisation described in clause E.2.1 and/or
- (c) ensure you comply (and continue to comply) with the other PHO minimum requirements.

G.7.2 Where we have a concern regarding your financial arrangements and or financial position, we may request by notice in writing, and you must provide to us within thirty (30) days of such request a certificate from a suitably qualified person certifying your solvency, or financial or other information regarding your financial position or arrangements relevant to assessing whether you meet the requirements of being a Not-for-Profit organisation.

G.7.3 From time to time we may appoint, at our cost, a suitably independent financial analyst as an auditor to determine or assess:

- (a) the correctness of the financial information you give us
- (b) your overall financial position and

- (c) any other matters relevant to assessing whether you have met the requirements of a not-for-profit organisation and the other PHO minimum requirements.

G.8 Application of the Health Act 1956

G.8.1 You must ensure that contracted providers are subject to the same obligations that you are subject to under section 22G of the Health Act 1956 (Inspection of Records) as if they were 'providers' under section 22G(1), so that we are able to exercise all our rights under section 22G of the Health Act in respect of any information held by any contracted provider as if you held that information.