

**PACS & WEBSITE
TERMS AND CONDITIONS, PRIVACY POLICY AND USE AGREEMENT**

As entered into between:

Name: _____

Surname: _____

MPS No: _____

Email address: _____

("the Referring Healthcare Professional")

and

East Coast Radiology, acting on behalf of all the Radiology Practices administered by it, and herein duly represented by
HL CRONJE – Practice Manager]
45 St Marks Road, Southernwood, East London
logit@eastcoastradiology.co.za

("East Coast Radiology")

1. Whereas East Coast Radiology owns a system to store health records through which Referring Healthcare Professionals may access images and reports of their patients online in an electronic format, called the PACS ("Picture Archiving and Communication System");
2. And whereas East Coast Radiology has ensured the protection of all parties' and patients' rights through a comprehensive User Agreement, Terms and Conditions and Privacy Policy ("the Terms"), a complete copy of which is available here:

https://drive.google.com/file/d/1hP3V9aX5Ndzu6qJgFR_ZkS-zca_p9pNF/view?usp=sharing

or has been received in person;

3. The Parties agree to adhere to all the Terms as set out and amended from time to time and as available by means of the above URL or on the East Coast Radiology website (www.eastcoastradiology.co.za) and specifically, but not excluding any other term included in the Terms, that –
 - 3.1. East Coast Radiology shall obtain written patient consent for the processing (including the placing and access by their Referring Healthcare Professionals) of their health records on the PACS and if such consent is withdrawn, will ensure the removal of such health records from the PACS;
 - 3.2. The Referring Healthcare Professional shall only access his/her own patient's health records, and shall not access any other health record of any other patient not in his/her care;
 - 3.3. East Coast Radiology shall take all reasonable steps to ensure that the PACS is secure, in accordance with the standards set by the Protection of Personal Information Act, 2013;
 - 3.4. The Referring Healthcare Professional will obtain a username and password, which is to be kept confidential and which should not be subjected to unauthorized use by any person or entity, which means that certain personal information of such Referring Healthcare Professional will also be processed, and such processing is agreed to, until withdrawn in writing, which will lead to the Referring Healthcare Professional no longer having access to PACS; and
 - 3.5. The Referring Healthcare Professional remain responsible to ensure that s/he accessed their patient's health record, and do the necessary follow-ups with their patient.
4. No amendment to this Agreement or the Terms will be valid and binding unless reduced to writing and signed by both Parties.

Done and signed at _____ on this ___ day of _____ 2019.

Referring Healthcare Professional

Witness

Done and signed at _____ on this ___ day of _____ 2019.

East Coast Radiology

Witness

Completed and signed agreement to be emailed to logit@eastcoastradiology.co.za.