

Patients - Your Privacy

Related documents:

[Privacy Complaint Form](#)

[Website Disclaimer](#)

At Jones Radiology we are committed to complying with the Privacy Act 1988 (Cth) ("Privacy Act") and protecting the privacy of our patients and visitors to our website through explaining our practices, only collecting, using or disclosing information as outlined, as is necessary for health purposes, or with consent, and resolving any privacy-related problems as quickly as possible. Where there is a conflict between this Privacy Policy and the Privacy Act, the requirements of the Privacy Act will override this Policy.

Why we collect and hold your personal information

Jones Radiology collects and retains personal information (including sensitive health information) regarding patients to enable us to provide quality diagnostic services and assist in the provision of medical care.

Generally, we collect personal information directly from you (and if you are a visitor to the website this is the only way we will collect personal information from you, as the website does not use cookies), however, if you are a patient we may also collect information about you from third parties, including from your referring Health Professional and/or Medical Specialist.

The kinds of personal information we collect and hold

The main categories of personal information collected and held by Jones Radiology regarding patients include:

- name;
- address;
- phone number(s);
- date of birth; and
- gender.

Jones Radiology also collects sensitive health information in the course of providing health services to an individual including:

- the results of any tests or procedures;
- information about your past clinical history (eg medication taken, previous test results, etc);
- information provided by your referring Health Professional and/or Medical Specialist;

- information provided by third parties (such as an authorised representative), or other Allied Health Professionals (such as physiotherapists, chiropractors, osteopaths, podiatrists, dentists, nurses, etc);
- payment and administrative details (such as your Medicare, Workers Compensation insurance, Motor Accident Compensation or private health insurance information); and/or
- information collected directly from you (including verbally) when you attend our clinics.

If you choose not to provide your personal (including sensitive health) information to Jones Radiology, we may be unable to provide you with the services you request.

For visitors to our website, the only personal information we collect is the information you tell us about yourself, if any.

We use statistical software to capture information on the activity of the website in non-personal form. The information collected records statistical measures such as the number of users who use the website, the geographical area in which a user is located and the identity of their service provider. The software does not identify the user of the website.

How we use your personal information

If you are a patient, Jones Radiology may use your personal (including sensitive health) information for the purpose of:

- making an assessment of your health status;
- providing a specialist medical report about your health to your referring Health Professional and/or Medical Specialist or third parties (as described above);
- providing your treatment and ongoing health care (unless you have notified us otherwise);
- billing and collection of any outstanding debts;
- sending out appointment reminders;
- sending you reminder notices of specific tests as required by law (eg Mammography, etc);
- notifying relevant organisations (such as medical defence organisations, insurance companies and/or legal advisors) of an incident/accident when a claim of medical malpractice has been alleged;
- ongoing research of specific cases for opinion and education of professional personnel, and research projects with

- appropriate ethics approvals;
- quality assurance activities, audit, practice accreditation, customer satisfaction surveys, market research/statistical analysis, marketing promotions and complaint handling; and/or
- responding to messages/enquiries you submit through our websites.

If you are a visitor to our website, we will only use your personal information supplied through the website (including your email address) for the purpose for which you have provided it, unless you have consented otherwise or we are required to do so by the law. We will retain your information for as long as we consider reasonably necessary, at which time it will be destroyed.

Disclosure of your personal information

Jones Radiology does not sell or disclose personal (including sensitive health) information about our patients to drug companies or other health organisations/persons who are not involved in your medical care.

Jones Radiology may sometimes need to use and disclose personal (including sensitive health) information about you where it is reasonably necessary in the context of your treatment to organisations outside of Jones Radiology for medical, ethical, insurance, legal, scientific and/or procedural reasons. These organisations may include:

- your referring Health Professional, nominees of your referring Health Professional (for example employees and other Health Professionals in your referring Health Professional's clinic) and any 'copied to' Health Professional;
- consultant Medical Specialists or other registered Health Professionals who are involved in your ongoing health care outside of Jones Radiology and who have been requested to provide further advice on your medical condition or to assist in responding to enquiries submitted through our websites;
- hospital medical staff;
- registered Health Professionals granted access to Jones Radiology's secure web-based password-protected Referrer Portal (see below);
- local contractors whom we have partnered with, under strict privacy requirements including those that relate to cross-border disclosure, to provide services to our business operations. We will not store or send your personal information outside Australia;
- researchers undertaking research projects with appropriate ethics approvals, with such disclosure being under strict privacy requirements including a requirement that any disclosed information be de-identified if it is to be used in the project;

- your representative(s) (eg your guardian, carer, a translator/intermediary and/or authorised representative (such as a family member or legal advisor);
- health services or enforcement bodies in situations where Jones Radiology is informed there is a serious and imminent threat to your life, health or safety;
- insurers (such as Medicare, Workers Compensation insurer, Motor Accident insurer or your private health fund) for the purpose of benefits payable;
- our professional advisors (such as auditors and legal advisors);
- government and regulatory authorities and other organisations, as required or authorised by law; and/or
- Jones Radiology's associated entities (as that term is defined in the Corporations Act 2001 (Cth)) within our corporate group structure.

Please note that if you do not agree to the disclosure of your personal information to some or all of the above-described recipients, we may not be able to provide services to you.

You can contact the Jones Radiology Privacy Officer (details below) if you have any questions around the disclosure of your personal information, including disclosure to researchers.

Jones Radiology may de-identify personal (including sensitive) information about you for use and disclosure of that de-identified information to organisations outside of Jones Radiology for the purposes of analysing our service quality and timeliness, marketing our services and the compilation or analysis of statistics comprised of, or related to, the health information that you provide to us. Personal (including sensitive) information may also be used internally for opinion, audit and educational purposes.

Direct marketing

We will seek your consent to us using your personal information for direct marketing purposes. With this consent, Jones Radiology or authorised third party contractors may contact you for the purposes of quality assurance activities, customer satisfaction surveys, marketing promotions, market research or the compilation or analysis of statistics comprised of, or related to, the health information that you provide to us. When we contact you it may be via mail, phone, email or SMS.

You can, however, contact the Privacy Officer, using the contact details below, at any time if you do not wish to be contacted for direct marketing purposes.

If you request not to receive direct marketing information, please note that we will still contact you to provide you with relevant information in respect of your ongoing health care. For example,

we will continue to send you relevant statements, invoices, reminders, notices, etc.

Accuracy of your personal information

Jones Radiology endeavours to ensure that the personal (including sensitive) information we collect, use and disclose is accurate, up-to-date and complete. The accuracy and completeness of that information depends on the information you provide to us (including when you provide us with information via the internet). We recommend that you:

- tell us if there are any errors in the information we hold; and
- inform us of any changes to your information (such as your name, address or Medicare number).

Access to and correction of your information

The best way to obtain your results is in consultation with your referring Health Professional, so that your referring Health Professional can interpret the results and explain them to you in the context of your health care. Your imaging findings are only one aspect of your health assessment. Your referring Health Professional is in the best position to discuss the imaging results and balance it with your other examination findings and other health test results.

You may request access to personal information we hold about you. In some instances, charges may apply for the reproduction of results or images (if available). We will inform you of any costs before they are incurred. In some circumstances your request may be denied for specific legal reasons as set out in the Privacy Act, including if the request is vexatious or if a criminal investigation is under way.

You may also request that we correct the personal information we hold about you if you consider it to be inaccurate, out-of-date, incomplete, irrelevant or misleading.

You may request access to, and/or correction of, your personal information by contacting your local Jones Radiology Clinic where your information is held.

If your access or correction request is denied, a reason will be given to you and we will inform you of the mechanisms available to complain about the refusal. In order to maintain the security of your personal information, two (2) forms of identification (such as a driver's licence, and evidence of home address, such as from a utilities or council rates bill) will generally be required before copies of information will be supplied.

In certain locations, Jones Radiology provides a confidential film delivery service. This service may be provided by our own

staff, commercial couriers, taxis or post. If this is unacceptable to you, please arrange with our staff to collect your own films. If you intend to have another person collect your films on your behalf, you must provide written consent to this collection, including the name of the person collecting your films.

Data security

Though we cannot ensure the security of any internet transmissions (meaning that you transmit information to us over the internet at your own risk), all reasonable steps are taken to protect your personal information (including sensitive health information) held by Jones Radiology from misuse, interference and loss, and from unauthorised access, modification or disclosure. Records are held securely for future retrieval in accordance with applicable regulatory and legislative requirements and good business practice. If information is no longer needed, Jones Radiology will take reasonable steps in the circumstances to destroy the information or will ensure that the information is de-identified.

Our approach to privacy

Jones Radiology will protect your privacy by:

- only obtaining information about your health, as necessary for health purposes, in accordance with this Privacy Policy or with your consent;
- keeping your health information secure;
- giving you reasonable access to the information we have concerning you;
- not disclosing this information outside the organisation or to those third parties described in this Privacy Policy without your consent;
- allowing you to withdraw your consent at any stage, in its entirety or in respect of some activities described in this Privacy Policy only;
- providing you with a simple complaints mechanism for complaints relating to privacy issues;
- ensuring a process for working with the Office of the Australian Information Commissioner to resolve any complaints that cannot be resolved directly with you;
- providing written procedures and instructions for staff to ensure that privacy sensitive processes are adhered to;
- ensuring Jones Radiology's external (including offshore) contractors, and third-party researchers to whom information is made available, comply with the Privacy Act and other relevant laws; and
- continuing to review and improve our privacy practices.

Online access by non-Jones Radiology Health Professionals to your medical images and reports

Jones Radiology provides a secure web-based password-protected Referrer Portal for referring Health Professionals and hospital medical staff to access patients' images and reports. Your personal (including sensitive health) information (such as images and reports) may be made available through this portal. Users of this service are subject to an obligation to collect health information with your consent and, in many cases, are bound by codes of practice relevant to their profession.

Health Professionals may apply to Jones Radiology for a username and password in order to access this service. Before a Health Professional is granted online access, they must accept the terms set out in a User Access Agreement stating that the information is required in order to provide a medical service and that it will not otherwise be used or knowingly shared or disclosed. Our systems trace, record and store indefinitely all access activity on every patient file.

Your personal (including sensitive health) information will be accessible online, via the Referrer Portal, to your referring Health Professional, who Jones Radiology records show is involved in your care (for example, your family doctor or specialist). With your express consent, or the express consent of another person acting for you (such as a parent acting for a child), or in situations where Jones Radiology is informed that there is a serious and imminent threat to your life, health or safety, we may also provide access to other Health Professionals.

For example, you may elect to give express consent to Jones Radiology providing access to your personal (including sensitive health) information (such as images and reports) to Medical Specialists generally.

Complaints

Your privacy is important to Jones Radiology.

You can complain about how we have treated your personal information or privacy generally. Please send your complaint to the Jones Radiology Privacy Officer at the address below. The complaint will be investigated and a response will be sent to you as quickly as possible. We will endeavour to respond to you within 14 days of receipt of the complaint. If you are dissatisfied with the response, you can refer the matter to the Office of the Australian Information Commissioner.

Contact address

Jones Radiology
Attention: Privacy Officer
PO Box 7054, 252-254 Halifax Street, Adelaide SA 5000

P: (08) 8309 2222

F: (08) 8309 2210

E: privacy@jonesradiology.com.au

Related document - [Privacy Complaint Form](#)

Website Disclaimer

The Content

Jones Radiology does not guarantee the accuracy, currency or adequacy of the content ("Content") available at the website www.jonesradiology.com.au ("Site") by virtue of providing access to or information about such Content via this Site. In the case of third party Content (being Content not authored by Jones Radiology), you should check the terms of use and warranties which apply to the Content when you subscribe to or acquire them.

By including such third party Content on this Site, Jones Radiology does not make additional guarantees, warranties or representations about the Content in addition to those already provided by the relevant third party in relation to the products, services and resources themselves.

In using this Site, you acknowledge that Jones Radiology does not seek to nor does it provide medical, hospital, nursing, dental, psychiatric, pharmaceutical, community health or health education services, podiatry, chiropractic or any alternative health services or health services or advice of any kind through the Site. Jones Radiology does not necessarily advocate nor adhere to any of the information, advice, treatments or drugs mentioned, described or discussed at the Site. Jones Radiology also does not offer any diagnostic advice or service through the Site. If you require diagnostic services, please visit a Jones Radiology clinic.

The Content which Jones Radiology makes available at the Site is not intended, whether expressly or impliedly (a) to constitute professional medical or health care advice or diagnosis or treatment or (b) to be relied upon without any professional consultation or independent consideration by a qualified medical practitioner.

You use this Site at your risk. You must evaluate, and bear all risks associated with, the use of any Content, including reliance on the accuracy, completeness or usefulness of any Content.

You acknowledge that the Content available at this Site or through this Site may be explicit, offensive to you and/or may not accord with your personal, religious or philosophical beliefs, and you agree that Jones Radiology is not responsible for any offence caused.

Jones Radiology does not warrant that the Content provided satisfies government regulations which apply to the disclosure of information on prescription drugs, if applicable.

You acknowledge that parts of this Site are provided or maintained by third party providers ("Providers") and not by us. Your correspondence or dealings with any Providers are solely between you and that Provider, and you agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings.

The Site

We endeavour to provide a convenient and functional Site, but we do not guarantee that the Content will be error free, or that the Site or the server that operates it are free of viruses or other harmful components.

We cannot ensure the security of any information that you transmit to us over the Internet and you do so at your own risk. Jones Radiology will do our best to ensure the security and integrity of any information supplied to us through the Site, in accordance with our Privacy Policy.

If your use of the Site results in the need for servicing or replacing property, material, equipment or data, we will not be responsible for such costs.

Without limiting the above provisions, and to the extent legally permissible, everything on the Site is provided to you "as is" and "as available" without guarantee, warranty or condition of any kind, either expressed or implied, including, but not limited to, any implied guarantees or warranties of acceptable quality, merchantability, fitness for a particular purpose, or non-infringement.

Links to Other Sites

This Site contains links to other websites. Jones Radiology is not responsible for the privacy practices or the content of such websites, and recommends that you carefully read the terms and policies of all third party websites you visit.

Limitation of our Liability

To the extent that we are able under the Competition and Consumer Act 2010 (Cth), any equivalent State and Territory laws, or any other relevant legislation to limit the remedies available in respect of any non-excludable guarantee, warranty

or condition, we expressly limit our liability for breach of a guarantee, condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is at our sole discretion):

In the case of goods, any one or more of the following:

1. the replacement of the goods or supply of equivalent goods;
2. the repair of the goods;
3. the payment of the costs of replacing the goods or of acquiring equivalent goods;
4. the payment of the costs of having the goods repaired; or

In the case of services:

1. supply of the services again; or
2. the payment of the cost of having the services supplied again.

Nothing is intended to limit or exclude any liability on our part where and to the extent that applicable law (eg the Competition and Consumer Act) prohibits such exclusion or limitation.

Indemnities

You waive, release, discharge and relinquish any and all claims that you now have or may have against us, our affiliates, subsidiaries, parents, shareholders, directors, officers, employees, agents and representatives (the "Jones Radiology indemnified parties") which are connected with, arise out of, relate to or are incidental to the use of the Site.

You agree to indemnify and hold the Jones Radiology indemnified parties harmless from and against any and all claims, loss, damage, tax, liability and/or expense that may be incurred by the Jones Radiology indemnified parties arising out of or in connection with your use and interaction with this Site (except as caused by the gross negligence or wilful misconduct of the Jones Radiology indemnified parties) including the legal costs, fees and expenses of defending ourselves against any claim by any other person and/or as a result of your negligent act or omission.

You further agree to indemnify and hold the Jones Radiology indemnified parties harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of the violation of these terms by you, or the infringement by you, or other user of this Site using your user name and password, of any intellectual property or any other right of any person or entity.

These indemnities are subject to the provisions under the headings "Limitation of our Liability".