

## Privacy Statement

### 1. Introduction

CareConnect is a non-profit company and was established for the purpose of developing and operating a Health Information Exchange ("HIE"). The aim of this HIE is to maximise quality, safety and efficiency in South Africa's healthcare system through timely access to the HIE for the benefit of consumers and of the South African healthcare industry.

The privacy and the protection of your personal information is important to us. We will take all reasonable steps to ensure that any personal information, including health information, provided to us, is safeguarded and protected.

It is your responsibility to carefully consider and understand how CareConnect will process your personal information for purposes relating to the HIE.

This privacy statement will apply to the sharing, accessing, viewing and otherwise processing of personal information, including health information and how we intend, in collaboration with the participants to take care of their members' and patients' information.

### 2. Definitions

- 2.1. **"Child"** means any person below the age of 18 years.
- 2.2. **"Competent person"** means any person who is legally competent to consent to the processing of personal information concerning a child or ward. For example, a parent or legal guardian.
- 2.3. **"Data protection legislation"** means all applicable data protection legislation relating to the protection of personal information, including POPIA, the National Health Act and the Children's Act, as amended from time to time.
- 2.4. **"Data Usage and Reciprocal Support Agreement (DURSA)"** The DURSA is a multi-party agreement that is entered into voluntarily by participants that wish to engage in the electronic HIE. The DURSA provides a contractual framework that will govern how all participants will exchange both personal and health information, use the HIE and access the personal and health information shared via the HIE.
- 2.5. **"Health Information"** means all special personal information and all information related to the health status of a person, treatment or stay in a health establishment.
- 2.6. **"Operator"** has the meaning ascribed thereto in POPIA.
- 2.7. **"Participants"** means the Founding Participants and any Additional Participants collectively, that may join the HIE from time to time.
- 2.8. **"Personal Information"** has the meaning ascribed thereto in POPIA.
- 2.9. **"POPIA"** means the Protection of Personal Information Act 4 of 2013 and any regulations passed thereunder, as may be amended from time to time.
- 2.10. **"Processing"** has the meaning ascribed thereto in POPIA.

- 2.11. **“Responsible Party”** has the meaning ascribed thereto in POPIA.
- 2.12. **“Special Personal Information”** has the meaning ascribed thereto in POPIA.
- 2.13. **“Ward”** means any person under the legal guardianship of another person.
- 2.14. **“We”, “us”, “our” and “CareConnect”** means CareConnect Health Exchange SA NPC (“CareConnect”), a non-profit Company with members duly incorporated in the Republic of South Africa with registration number 2018/580330/08 and with its registered address at 371 Rivonia Boulevard, Rivonia, 2128, South Africa.
- 2.15. **“Your” and “Your”** means the user of this website.

### 3. Responsible parties and CareConnect as an Operator of the HIE

- 3.1. It is hereby recorded that insofar as CareConnect processes personal and health information, it will assume the role of an operator of the HIE and each of the participants to the HIE will be the Responsible Party in respect of the information it provides via the HIE.
- 3.2. In cases where CareConnect collects any information directly from you, then CareConnect will assume the obligations of a Responsible Party in accordance with POPIA.

### 4. Consent

- 4.1. It is the responsibility of participants of the HIE, in their capacity as responsible parties, to obtain valid consent from their members or patients to share information through the HIE.
- 4.2. If a participant to the HIE, requests information through the HIE and the HIE indicates that no information is available, it would be an indication that the participants member or patient did not provide consent, if information is returned, it would be an indication that valid consent is in place.
- 4.3. CareConnect will not maintain a consent registry in its capacity as operator of the HIE, this responsibility will be on participants of the HIE to capture and maintain such consent. If information is shared through the HIE, the participant will manage any consent obtained and revocation of such consent will be dealt with in accordance with paragraph 13 of this privacy statement.
- 4.4. In so far as CareConnect collects any information directly from you and determines the means and purpose of processing, by accessing and using this website you hereby agree and consent to such processing of your information for purposes outlined in this privacy statement.

### 5. Purpose Statement

- 5.1. Where CareConnect acts as an operator related the HIE, the purposes for which CareConnect will process personal information collected and shared by healthcare providers and/or medical schemes (while complying with applicable privacy and data protection legislation) via the health information exchange operated by CareConnect are:

- 5.1.1. to improve consumer treatment and healthcare outcomes by sharing clinical information (current and historical data - to the extent it is possible to do so and such historical data is available) in a secured way among healthcare professionals and healthcare service providers;
  - 5.1.2. through the sharing of clinical information in a secured way among healthcare professionals and healthcare service providers, to facilitate healthcare system cost savings for all South African consumers; and
  - 5.1.3. to improve the quality, safety and efficiency of the healthcare a consumer receives, through an increased administrative and clinical information interchange process, whilst still protecting consumer privacy.
- 5.2. Where CareConnect acts as a Responsible Party and collects information directly from you and processes the information, the purposes for which CareConnect will process such personal information will include the following:
- 5.2.1. To improve your website experience;
  - 5.2.2. To log in to our website and view information that is only available to authorised users; and
  - 5.2.3. To authenticate that you are who you say you are when you log in to our website and that we are able to provide appropriate access to you.

## 6. Processing of your information

- 6.1. We will in the ordinary course of our business provide a health information sharing service to improve the speed, quality, coordination and cost of patient care. We will achieve this by enabling the integration of healthcare data from various disparate sources to provide a single online entry point for healthcare providers and funders to access consumers' health information.
- 6.2. We have and will enter into written agreements with participants that already joined or may join the HIE from time to time prior to such parties transferring, viewing or accessing any consumers personal information, including the health information of such consumers through the HIE, requiring us and any participants to abide by all applicable data protection legislation and consumer consent (where applicable) for the processing of such information.
- 6.3. The main agreement to give effect to this requirement is the DURSA and where role players utilise the HIE that are not participants, a separate set of terms and conditions will be published on the website to deal with these role players.
- 6.4. We will also enter into written agreements with all third parties that may process consumers personal information from time to time for the purposes stipulated in this privacy statement, requiring these third parties to abide by strict confidentiality protocols, applicable data protection legislation and in terms of any consent that the consumer has given to this end.
- 6.5. CareConnect, the participants of the HIE or any other third party will only process your personal information, including your health information for the following purposes:

- 6.5.1. the treatment of consumers by the Requestor or the Recipient being private hospitals and private health establishments, as defined in the National Health Act;
- 6.5.2. the use of consumers' personal, including their health information for purposes of the business of a medical scheme, the activities of a medical practitioner, registered as such under the Health Professions Act or that of a medical and/or healthcare administrator (excluding using the consumers' personal information, including their health information for purposes of data analytics or statistical modelling); and
- 6.5.3. permitted uses and disclosures as permitted by Applicable Law (excluding using the consumers' personal information, including your health information for purposes of data analytics or statistical modelling).
- 6.6. At no time will CareConnect, the participants of the HIE or any other third party process a consumer's personal information, including the health information of such consumer for any other purpose than what is stipulated in this agreement.
- 6.7. The personal and health information shared through the HIE may be collected from several sources, including healthcare practitioners, healthcare providers, health establishments (including without limitation, general practitioners, specialists, pharmacists, hospitals, clinics, pathologists and radiologists) from which you have received healthcare services, and a number of categories of third parties, including third parties falling into the categories below:
  - 6.7.1. Medical schemes and medical scheme administrators;
  - 6.7.2. Practice management systems and applications;
  - 6.7.3. Contracted third parties who require the information to provide healthcare services; and
  - 6.7.4. Health specialists.
- 6.8. CareConnect is committed and takes the privacy of your information seriously, therefore CareConnect undertakes to adhere to these principles as set out in this privacy statement.

## 7. Processing health information of children

- 7.1. CareConnect will not intentionally collect health information about children or wards without the prior consent from the competent person, or from the child or the ward, where required by applicable law.
- 7.2. CareConnect will not divulge the HIV status of a child, unless consent was obtained to share, access and view such information from:
  - 7.2.1. The child, if the child is at least 12 years of age; or
  - 7.2.2. The parent or guardian if the child is under the age of 12 years.
- 7.3. To the extent that CareConnect is required to facilitate the sharing of the HIV status of a child or ward, the participants of the HIE acknowledges that consent, as required in terms of the Children's Act was obtained, save as otherwise permitted in terms of the National Health Act.
- 7.4. In the event that the child or ward is no longer considered to be a child or a ward and reaches the age of majority, the competent person will be informed of such a change in status and the child or ward who is considered to be a

competent person will provide consent to the processing of their information and CareConnect will refrain from processing such information until the required consent is obtained by the Participant of the HIE.

## 8. Your data subject rights

- 8.1. Consumers have the following data subject rights that they may, subject to certain conditions, exercise by contacting the participant to the HIE that those consumers provided their personal and health information to:
  - 8.1.1. The right to object to the processing of their information.
  - 8.1.2. The right to be informed of what information a participant holds on that consumer.
  - 8.1.3. The right to access to their information.
  - 8.1.4. The right to the correction, destruction or deletion of their information.
  - 8.1.5. The right to lodge a complaint.
  - 8.1.6. The right to withdraw their consent.
- 8.2. The consumer may also approach the Information Regulator of South Africa to obtain further information about their data subject rights.

## 9. When will CareConnect facilitate the sharing of a consumer's information through the HIE?

- 9.1. CareConnect will not facilitate the sharing of a consumer's personal information for purposes other than what is specified in this privacy statement, these purposes include:
  - 9.1.1. With the prior consent from the consumer, and where applicable with the consent to share information about a child or ward.
  - 9.1.2. Where applicable, a health care provider or any health care worker that has access to the consumer's health records may disclose such information, to a healthcare provider or health establishment as is necessary for any legitimate purpose within the ordinary course and scope of that provider or worker's duties.
  - 9.1.3. The disclosure protects the legitimate interest of the consumer, a child or a ward.
  - 9.1.4. The disclosure is necessary for pursuing the legitimate interests of CareConnect or the participants of the HIE.
  - 9.1.5. The consumer's consent is not required and the participant the information is divulged to is subject to an obligation of confidentiality by virtue of office, employment, profession or legal provision, or established by a written agreement between the consumer and such participant.
- 9.2. Where applicable, CareConnect may share and combine all the consumer's personal information with a third party for study, research, market or statistical and academic research, provided that, such information will be de-identified and no personal information will be made available to that third party. If CareConnect publishes the results of this research, the consumer will not be identified by name.

## 10. Retention of the consumer's personal information

- 10.1. We will retain the consumers' applicable personal information in the HIE if we are in possession of valid consent to facilitate the sharing, accessing and viewing of

- information through the HIE. Once consent is revoked at one of the participants, entries related to that participant will then be purged and the participant will be responsible to ensure the information purged from the HIE, will still be retained as required by applicable laws within their own organisation.
- 10.2. If a consumer revokes consent at all participants of the HIE or requests all such information to be revoked, CareConnect will purge all records related to that consumer from the HIE.
  - 10.3. When determining the relevant retention periods, CareConnect will agree with the participants of the HIE to consider the following factors:
    - 10.3.1. The contractual obligations and rights in relation to the information involved.
    - 10.3.2. Legal obligations under applicable law to retain data for a certain period.
    - 10.3.3. Statute of limitations under applicable law(s).
    - 10.3.4. Disputes or disagreements.
    - 10.3.5. Guidelines issued by relevant data protection authorities.
  - 10.4. Otherwise, when a consumer requests from a participant to revoke consent, CareConnect will securely erase or anonymise the consumer's personal information where we no longer require the information for the purposes for which it was shared with the HIE.

## **11. Accuracy and correctness of the consumer's personal information**

- 11.1. The participants of the HIE have a duty to take all reasonably practicable steps to make sure that the consumer's personal information shared through the HIE is complete, accurate, not misleading and kept up to date.
- 11.2. CareConnect operates on a business to business model and will not collect information about consumers directly from the consumer and their information shared through the HIE will be shared from the participants of the HIE, with the consumer's prior consent.
- 11.3. The accuracy of a consumer's information is also highly dependent on that consumer providing the participants of the HIE with accurate and up to date information, if any information changes it is the consumer's responsibility to notify the participants to ensure that the most updated information resides on the HIE.

## **12. Cross border transfer of consumers' information**

- 12.1. No personal or health information shared, accessed and viewed will be transferred outside of the borders of South Africa, all such information, will remain within the confines of South Africa.

## **13. Withdrawal of Consent**

- 13.1. The consumer may withdraw their consent related to the HIE at the participant they gave their consent to, we will purge all entries related to that participant and once consent is revoked at all participants, we will purge the entire record from the HIE.
- 13.2. Where CareConnect collected any of your information on our website with your prior approval and consent, you have the right to withdraw such consent by contacting our information officer as per the information provided for in this privacy statement.

## 14. Protection of your Information

- 14.1. CareConnect takes the security of your information seriously. CareConnect recognises the vital role that information technology plays in its daily operations, and the reliance placed on IT systems in processing information. Although absolute security cannot be guaranteed, CareConnect will take reasonable technical and organisational measures to protect your information against accidental, unauthorised or intentional manipulation, loss, misuse, destruction, disclosure or access.
- 14.2. CareConnect's security measures are regularly verified for its operating effectiveness. Reasonable mechanisms, tools and technologies have been implemented to detect, prevent and respond to security violations.
- 14.3. Information security policies and procedures that govern security safeguards are in place, including dedicated resources and business processes to govern instances of non-compliance with privacy policies, procedures or applicable law.

## 15. Change in ownership

- 15.1. If CareConnect becomes involved in a proposed or actual merger, acquisition or divestiture or any form of sale of any assets, we have the right to share the consumer's personal information with third parties in connection with the transaction where applicable. In the case of a merger, acquisition, divestiture, or sale, the new entity will have access to the consumer's personal information when necessary. The terms of this Privacy Statement will continue to apply.

## 16. Changes to this privacy statement

- 16.1. CareConnect may unilaterally change this privacy statement at any time. The latest version will always be available on the website.

## 17. Complaints

- 17.1. If the consumer or any participant to the HIE, believe that we have acted contrary to what was agreed to in this privacy statement, they agree to first attempt to resolve any concerns with CareConnect. If parties are unable to reach agreement on this dispute, they have the right to lodge a complaint with the Information Regulator of South Africa.

The contact details are:

The Information Regulator (South Africa)

JD House

27 Stiemens Street

Braamfontein

Johannesburg

2001

P.O Box 31533 Braamfontein, Johannesburg, 2017

**Complaints email:**

POPIAComplaints.IR@justice.gov.za

**General enquiries email:**

inforeg@justice.gov.za

## 18. Contact Details

For any privacy related matters or if you believe we have acted contrary to what was agreed to in this privacy statement, you can contact our information officer.

The details of our information officer are as follows:

Kegomoditswe Magobe

[Kegomoditswem@careconnecthie.org](mailto:Kegomoditswem@careconnecthie.org)

010 023 3168

## FORM 1

### OBJECTION TO THE PROCESSING OF PERSONAL INFORMATION IN TERMS OF SECTION 11(3) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013) REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018

Note:

1. Affidavits or other documentary evidence as applicable in support of the objection may be attached.
2. If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.
3. Complete as is applicable and return to us as per the information provided for in this privacy statement.

#### A DETAILS OF DATA SUBJECT

A	Details of Data Subject
Name(s) and surname/ registered  name of data subject:	
Unique Identifier/Identity Number	
Residential, postal or business address Code ( )	
Contact number(s): Fax number / E-mail address	
B	Details of Responsible Party
Name(s) and surname/ Registered name of responsible party:	
Residential, postal or business address: Code ( )	
Contact number(s): Fax number/ E-mail address:	
C	REASONS FOR OBJECTION IN TERMS OF SECTION 11(1)(d) to (f) (Please provide detailed reasons for the objection)


Signed at ..... this ..... day of .....20.....

.....

*Signature of data subject/designated person*

**FORM 2**

**REQUEST FOR CORRECTION OR DELETION OF PERSONAL INFORMATION OR DESTROYING OR DELETION OF RECORD OF PERSONAL INFORMATION IN TERMS OF SECTION 24(1) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013) REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018**

Note:

1. Affidavits or other documentary evidence as applicable in support of the request may be attached.
2. If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.
3. Complete as is applicable and return to us as per the information provided for in this privacy statement.

Mark the appropriate box with an "x".

**Request for:**

	Correction or deletion of the personal information about the data subject which is in possession or under the control of the responsible party.
	Destroying or deletion of a record of personal information about the data subject which is in possession or under the control of the responsible party and who is no longer authorised to retain the record of information.

A	Details of Data Subject
Name(s) and surname/ registered  name of data subject:	
Unique Identifier/Identity Number	

Residential, postal or business address Code ( )	
Contact number(s): Fax number / E-mail address	
<b>B</b>	<b>Details of Responsible Party</b>
Name(s) and surname/ Registered name of responsible party:	
Residential, postal or business address: Code ( )	
Contact number(s): Fax number/ E-mail address:	
<b>C</b>	<b>INFORMATION TO BE CORRECTED/DELETED/ DESTRUCTED/ DESTROYED</b>

