

## WEB RESULTS ACCESS / REQUESTING DOCTOR APPLICATION

PLEASE PRINT CLEARLY and provide ALL information requested

YOUR DETAILS						
Surname	First Name	Second Name	Title			
Email Address		ID Number				
Staff or Persal Number		Position / Business Role				
Office Tel Number		Mobile Number				
<u>Regulatory Professional Registration Information e.g. HPCSA or Nursing Council</u>						
Are you registered?		Registration Number (MANDATORY if you are registered)				
<input type="checkbox"/> Yes <input type="checkbox"/> No						
WEB RESULTS ACCESS TO WWDISA AND TRAKCARE LAB						
Who do you work for:						
<input type="checkbox"/> Dept of Health	<input type="checkbox"/> NHLS	<input type="checkbox"/> Correctional Services	<input type="checkbox"/> SANDF	<input type="checkbox"/> Private	<input type="checkbox"/> Clinical Trials	<input type="checkbox"/> Other
Please list each facility which you need access to				Access to Confidential HIV Results		
Facility List Not Required for DOH or NHLS		List each facility			<input type="checkbox"/> Yes	<input type="checkbox"/> No
REQUESTING DOCTORS / SISTERS						
Are you a requesting Doctor or Sister?		BHF Practice Number (private practice only)		Primary Facility Name		
<input type="checkbox"/> Yes <input type="checkbox"/> No						
Primary Facility Address (MANDATORY for private practice only)						
Specify level or rank (for electronic gate keeping)						
<input type="checkbox"/> 1-Intern or Sister	<input type="checkbox"/> 2 – Medical Officer	<input type="checkbox"/> 3 – Registrar	<input type="checkbox"/> 4 - Senior MO	<input type="checkbox"/> 5 - Consultant		
TO BE COMPLETED BY MEDICAL SUPERINTENDENT OR PERSON GIVING AUTHORITY						
Surname		First Name		Business Role / Position		
Phone Number			Email Address			
Signature					Date	
NHLS INTERNAL USE ONLY						
Loaded By		Signature			Date	

PLEASE SIGN TERMS AND CONDITIONS ON PAGE 2

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the website located at the domain name nhls.ac.za (“the Website”) which is owned and hosted by the National Health Laboratory Service (“the NHLS”)

- 1.1 By accessing and using the Website, the User agrees to be bound by the Terms and Conditions. If the User does not wish to be bound by the Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute content obtained at the Website.
- 1.2 The National Health Act (“the NHA”) requires that health care providers (which include health care practitioners) and health care establishments are responsible for personal information about their Patients and must ensure that such information is effectively protected against improper disclosure at all times.
- 1.3 The User who accesses all or any information in this Website concerning a Patient (“the Patient”), including information relating to his or her health status, medical samples, treatment, or stay in a health establishment, (“Personal and Confidential Information”) makes the following undertakings—
  - 1.3.1 The protection and disclosure of all Personal and Confidential Information of the Patient is governed by the Constitution of the Republic of South Africa Act No. 108 of 1996, the NHA, the Promotion of Access to Information Act, 2 of 2000 and the Ethical Rules of the Health Professions Council of South Africa and the National Patients’ Rights Charter, and hereby undertakes to abide by these prescripts;
  - 1.3.2 The Personal and Confidential Information of the Patient shall be used only for appropriate purposes for which it is being made available to the User and may not be divulged to others without the prior written consent of the Patient and the head of the institution having access to it;
  - 1.3.3 The User shall ensure that its representatives, advisors, employees, officials, directors, associated entities, affiliates (if any) under the Institution’s direct or indirect control to whom Personal and Confidential Information is provided shall be bound to the undertakings contained herein;
  - 1.3.4 The Personal and Confidential Information may be divulged by the User only in the following circumstances—
    - 1.3.4.1 With the express written consent of the Patient;
    - 1.3.4.2 Is disclosed pursuant to a requirement or request by operation of law, regulation or court order but then only to the extent so disclosed and then only in the specific instance and under the specific circumstances in which it is obliged to be disclosed;
    - 1.3.4.3 Is lawfully in the public domain at the time of disclosure thereof to the receiving party;
    - 1.3.4.4 Is in the public interest, which would include but not be limited to situations where the Patient or other persons would be prone to harm as a result of risk related contact;
    - 1.3.4.5 With the written consent of a parent or guardian of a minor under the age of 12 (twelve) years;
    - 1.3.4.6 In the case of a deceased Patient with a written consent the next of kin or the executor of the deceased’s estate.
    - 1.3.4.7 Subsequently becomes lawfully part of the public domain by publication or otherwise.  
Provided that—
    - 1.3.4.8 The onus shall at all times rest on the Institution to establish that such information falls within such exclusions; and
    - 1.3.4.9 The information disclosed will not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in a party’s possession; and any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in a party’s possession, but only if the combination itself is in the public domain or in a party’s possession.
- 1.4 The determination of whether information is Personal and Confidential Information shall not be affected by whether or not such information is subject to, or protected by, common law or statute related to copyright, patent, trademarks or otherwise.

I acknowledge that I have read and understood the foregoing terms and conditions for access to wwDisa and TrakCare Lab Web Results	
Applicant Name	
Signature	Date