CALOUNDRA GASTROENTEROLOGY

PRIVACY AND CONFIDENTIALITY

# Privacy Policy

**Version:** 2.0 · **Effective:** 5 October 2026 · **Supersedes:** policy dated July 2025

This Policy explains how Caloundra Gastroenterology collects, holds, uses and discloses personal information, including health information, and how you may access or correct that information or make a complaint.

## 1. Introduction and application

**1.1** This Privacy Policy (**Policy**) sets out the manner in which The Trustee for Samidurai Gastro trading as Caloundra Gastroenterology (ABN 13 834 392 445) (the **Practice**, **we**, **us** or **our**) collects, holds, uses and discloses personal information, including health information and other sensitive information, in the course of providing specialist gastroenterology services and operating this website.

**1.2** The Practice is an organisation that provides a health service and is accordingly bound by the *Privacy Act 1988* (Cth) (**Privacy Act**) and the Australian Privacy Principles (**APPs**) set out in Schedule 1 to that Act. To the extent applicable, the Practice also complies with the *My Health Records Act 2012* (Cth), the *Healthcare Identifiers Act 2010* (Cth) and the *Spam Act 2003* (Cth).

**1.3** The registered medical practitioners who consult at the Practice are, in addition, subject to professional obligations of confidentiality, including those contained in *Good medical practice: a code of conduct for doctors in Australia*, issued by the Medical Board of Australia.

**1.4** This Policy applies to patients and prospective patients, persons acting on behalf of a patient, referring practitioners, visitors to our premises and users of our website.

**1.5** Hospitals and other facilities at which you are treated, including Ramsay Caloundra Private Day Hospital, maintain their own records and are responsible for their own privacy practices. This Policy does not apply to those facilities.

**1.6** In this Policy, the expressions "personal information", "sensitive information" and "health information" have the meanings given to them in the Privacy Act.

## 2. Kinds of personal information we collect and hold

**2.1** The Practice collects and holds only such personal information as is reasonably necessary for the provision of health services and the conduct of its business. That information may include:

(a) identifying and contact particulars, including name, address, telephone number, email address, date of birth and gender;

(b) Medicare, Department of Veterans' Affairs (**DVA**) and private health insurance particulars, and individual healthcare identifiers;

(c) the particulars of a next of kin, emergency contact or substitute decision-maker, including an attorney appointed under an enduring power of attorney, or a guardian;

(d) referral particulars and the details of your general practitioner and other treating practitioners;

(e) health information, including medical, surgical, family and social history, medications, allergies, clinical notes, pathology and imaging results, procedure and histopathology reports, and correspondence;

(f) billing, claiming and payment records;

(g) records of your consents, preferences and communications with us; and

(h) information that you submit to us by telephone, by email or through our website.

**2.2** Much of the information we hold is sensitive information within the meaning of the Privacy Act and is afforded a higher level of protection under that Act.

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## 3. How we collect personal information

**3.1** Wherever it is reasonable and practicable to do so, we collect personal information directly from you, including through patient registration forms, consultations, telephone and email communications, and our website.

**3.2** We may also collect personal information from third parties where that is necessary for your care or is otherwise authorised by law, including from:

(a) your referring practitioner, general practitioner and other treating health practitioners;

(b) hospitals and day hospitals, pathology laboratories and diagnostic imaging providers;

(c) Medicare, DVA and your private health insurer;

(d) the My Health Record system, where you have a My Health Record and have not restricted access to it; and

(e) your authorised representative or, where you lack capacity or in an emergency, a person lawfully able to act on your behalf (such as a statutory health attorney).

**3.3** We collect sensitive information, including health information, with your consent (which may be express or implied), or as otherwise required or authorised by or under law, including where a permitted health situation exists under the Privacy Act.

**3.4** You may withdraw your consent at any time by informing us. Withdrawal of consent may affect our ability to provide health services to you. It does not affect any collection, use or disclosure that occurred before the withdrawal, or that is required or authorised by law.

**3.5** Where you provide us with personal information about another person (for example, a family member or emergency contact), you should ensure that the person is aware that you have done so and is aware of this Policy.

**3.6** Where we receive personal information that we did not solicit, we will determine within a reasonable period whether we could lawfully have collected it. If we could not, we will destroy or de-identify the information as soon as practicable, where it is lawful and reasonable to do so.

## 4. Anonymity and pseudonymity

**4.1** You may deal with us anonymously, or by using a pseudonym, where it is lawful and practicable to do so (for example, when making a general enquiry).

**4.2** It is ordinarily impracticable for us to provide clinical services, accept a referral, or process a Medicare or health fund claim for a person who has not identified themselves. If you do not provide the personal information we request, we may be unable to provide, or to continue to provide, health services to you.

## 5. Purposes of collection, use and disclosure

**5.1** The primary purpose for which we collect, hold, use and disclose personal information is to provide you with health care, including assessment, diagnosis and treatment, and the coordination of your care with other health service providers.

**5.2** We may also use and disclose personal information for secondary purposes that are directly related to that primary purpose and that you would reasonably expect, including:

(a) practice administration, including scheduling and confirming appointments and procedures, and issuing reminders and recalls by telephone, SMS, email or post;

(b) billing, Medicare, DVA and health fund claiming, and the recovery of unpaid accounts;

(c) communicating with you, your referring practitioner and the other members of your treating team;

(d) quality assurance, clinical audit, accreditation, and the training and education of staff, using de-identified information wherever practicable;

(e) the management of complaints, incidents and claims, including notification to our insurers, medical defence organisations and legal advisers; and

(f) compliance with our legal and regulatory obligations.

**5.3** We will not use or disclose personal information for any other purpose unless you have consented, or the use or disclosure is required or authorised by or under an Australian law or an order of a court or tribunal, or is otherwise permitted by the APPs (including where it is unreasonable or impracticable to obtain your consent and the use or disclosure is necessary to lessen or prevent a serious threat to the life, health or safety of any individual, or to public health or safety).

**5.4** The Practice does not sell personal information.

## 6. Disclosure of personal information

**6.1** For the purposes set out in clause 5, we may disclose personal information to:

(a) your referring practitioner, general practitioner and other health practitioners involved in your care;

(b) hospitals, day hospitals and other health care facilities at which you are, or are to be, treated, and the anaesthetists, pathology providers and diagnostic imaging providers engaged in your care;

(c) Medicare, DVA and your private health insurer;

(d) your nominated emergency contact, your authorised representative, or a person lawfully entitled to make decisions on your behalf, including an attorney under an enduring power of attorney that has taken effect;

(e) third-party service providers engaged to support the operation of the Practice, including providers of practice management and clinical software, information technology support, secure messaging, medical transcription and dictation, appointment reminder, payment processing, and document storage and destruction services;

(f) our professional advisers, insurers and medical defence organisations and, where an account remains unpaid, debt recovery agents;

(g) statutory registers and public health authorities (for example, the National Cancer Screening Register), where the provision of information is required or authorised by law; and

(h) government agencies, regulators, courts, tribunals and law enforcement bodies, where the disclosure is required or authorised by law.

**6.2** Service providers who handle personal information on our behalf are required to keep that information confidential and to use it only for the purpose of providing their services to us.

**6.3** We will not disclose your health information to a family member, friend or other third party except as set out in this Policy, with your consent, or as required or authorised by law.

**6.4** Where you have a My Health Record, it is the default practice of the Practice to upload clinical documents relating to your care to that record, as permitted by the *My Health Records Act 2012* (Cth). If you do not wish a document to be uploaded, please inform us and we will not upload it.

## 7. Disclosure to overseas recipients

**7.1** The Practice holds patient health records within Australia, using practice management software operated by Magentus and its affiliates. Magentus stores those records in Australia. Some artificial intelligence features of that software, including its AI scribe, send information to service providers who process it, but do not store it, in the European Union.

**7.2** The Practice uses Google Workspace, supplied by Google, for email and related office services. Google may store and process information held in those services in data centres located in the United States and in other countries in which Google or its sub-processors operate. Other technology service providers (for example, providers of website hosting or messaging services) may also store or process limited personal information outside Australia.

**7.3** Where personal information is disclosed to an overseas recipient, we will take such steps as are reasonable in the circumstances to ensure that the recipient does not breach the APPs in relation to that information, or will otherwise comply with APP 8.

## 8. Government related identifiers

**8.1** We collect government related identifiers, such as Medicare numbers, DVA numbers and individual healthcare identifiers, for the purposes of verifying identity, claiming, and communicating with other health service providers.

**8.2** We do not adopt a government related identifier as our own identifier of you, and we use and disclose such identifiers only as permitted by the Privacy Act and the *Healthcare Identifiers Act 2010* (Cth).

## 9. Direct marketing

**9.1** We do not use or disclose sensitive information, including health information, for the purpose of direct marketing without your consent.

**9.2** Appointment reminders, recalls and other communications concerning your care are not direct marketing.

**9.3** Where we send any other communication about the Practice or its services, we will do so in accordance with the Privacy Act and the *Spam Act 2003* (Cth). You may opt out of receiving such communications at any time by contacting us or by using the unsubscribe facility provided.

## 10. AI-assisted clinical documentation

**10.1** Each medical practitioner who consults at the Practice may, at their own discretion, use artificial intelligence assisted transcription software (an **AI scribe**) to assist in the preparation of clinical notes and correspondence.

**10.2** If your practitioner uses an AI scribe, it will be used during your consultation only with your consent, which will be sought on the new patient form completed before your appointment. This information is recorded in your health record on the practice management software. You may decline, or withdraw your consent at any time, and doing so will not affect the care you receive.

**10.3** The treating practitioner reviews all material generated by an AI scribe and remains responsible for the accuracy and completeness of your health record. An AI scribe does not make clinical decisions.

**10.4** The practitioners who consult at the Practice are engaged as independent contractors. Each practitioner decides whether to use an AI scribe, and which product to use. You may ask the Practice or your practitioner, before your consultation, whether an AI scribe will be used, which product it is, and how that product stores and handles your information.

**10.5** Information processed by an AI scribe is health information. It is handled in accordance with this Policy and with the confidentiality and security obligations in the agreement between your practitioner and the AI scribe provider.

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## 11. Storage and security

**11.1** We hold personal information in electronic form and, to a limited extent, in hard copy.

**11.2** We take reasonable steps, including technical and organisational measures, to protect personal information from misuse, interference and loss, and from unauthorised access, modification or disclosure. Those measures include:

(a) encryption and password protection of our electronic systems, with access restricted to authorised personnel;

(b) secure backup of electronic records;

(c) storage of any physical records in locked and monitored premises;

(d) obligations of confidentiality binding on all staff and contractors, supported by training; and

(e) written agreements with service providers who handle personal information on our behalf.

**11.3** No method of electronic transmission or storage is completely secure. Email and website enquiry forms are not secure methods of communication, and we ask that you not use them to send detailed clinical information. Written requests and complaints may instead be sent to us by post.

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## 12. Retention and destruction

**12.1** We retain health records in accordance with applicable legal requirements and professional standards. Our practice is to retain a health record for not less than seven years from the date of the last entry in the record or, where the patient was under 18 years of age at the date of the last entry, until the patient attains the age of 25 years.

**12.2** Where personal information is no longer required for any purpose for which it may lawfully be used or disclosed, and we are not required by law to retain it, we will take reasonable steps to destroy it securely or to de-identify it.

## 13. Data breaches

**13.1** If we become aware of, or suspect, any unauthorised access to, or unauthorised disclosure or loss of, personal information, we will promptly take steps to contain the incident and to assess it.

**13.2** Where an eligible data breach within the meaning of Part IIIC of the Privacy Act has occurred, we will notify the affected individuals and the Office of the Australian Information Commissioner (**OAIC**) as required by that Part.

## 14. Quality of personal information

**14.1** We take reasonable steps to ensure that the personal information we collect, use and disclose is accurate, up to date, complete and relevant.

**14.2** You can assist us by informing us promptly of any change to your personal particulars, including your contact details, Medicare or health fund details, general practitioner and emergency contact.

## 15. Access to and correction of personal information

**15.1** You may request access to the personal information that we hold about you. A request should be made in writing, by post or email, to the Practice Manager using the contact details set out in clause 21. We will need to verify your identity, or the authority of any person acting on your behalf, before giving access.

**15.2** We will respond to a request for access within a reasonable period, and ordinarily within 30 days. Access may be given by way of inspection, or by provision of a copy or a summary of the record, as is reasonable and practicable in the circumstances.

**15.3** We do not charge a fee for the making of a request. We may charge a reasonable fee to cover the cost of giving access, of which you will be advised in advance.

**15.4** We may decline to give access, in whole or in part, in the circumstances permitted by the Privacy Act, including where giving access would pose a serious threat to the life, health or safety of any individual, or would have an unreasonable impact on the privacy of other individuals. If we decline, we will give you written reasons and inform you of the means by which you may complain.

**15.5** If you consider that personal information we hold about you is inaccurate, out of date, incomplete, irrelevant or misleading, you may request that we correct it. We will respond within a reasonable period, and ordinarily within 30 days, will take reasonable steps to correct the information, and will not charge for the request or the correction. Where we have previously disclosed the information to another entity that is bound by the APPs, we will, at your request, take reasonable steps to notify that entity of the correction. If we decline to correct the information, we

will give you written reasons and inform you of the means by which you may complain and, at your request, will take reasonable steps to associate with the information a statement that you consider it to be inaccurate, out of date, incomplete, irrelevant or misleading.

**15.6** On receipt of your written authority, and subject to clause 15.4, we will provide a copy or a summary of your health record to another health practitioner nominated by you.

## 16. Our website

**16.1** When you submit an enquiry through our website, we collect the information you enter (your name, telephone number, email address and message) for the purpose of responding to your enquiry. The enquiry is delivered to our reception email by Web3Forms, a third-party form service, which may process it in the United States and other countries outside Australia. Please do not include clinical or personal health information in a website enquiry. For anything about your health or care, please call us instead.

**16.2** Our website, and third-party services integrated with it (including spam-prevention, mapping, analytics and advertising services), may use cookies and similar technologies to collect technical information such as your IP address, browser and device type, and the pages you visit. That information is used to operate, secure and improve the website and to measure the effectiveness of our communications. You may disable cookies in your browser settings, although some features of the website may then not function as intended.

**16.3** Our website contains links to websites operated by third parties. We are not responsible for the content or the privacy practices of those websites, and we encourage you to read their privacy policies.

**16.4** The photographs, videos and other images used throughout this website are for illustrative purposes only. They may not be reproduced, copied or used elsewhere without the Practice's written permission.

## 17. Recording devices on our premises

**17.1** For the safety and privacy of our patients, visitors and staff, it is a condition of entry to our premises that no patient or visitor makes an audio, video or photographic recording anywhere on the premises. The use of any device for that purpose, including a mobile telephone, smart glasses or any other wearable or concealed recording equipment, is strictly prohibited. This clause does not restrict the ordinary use of a hearing aid or other assistive device.

**17.2** The Practice does not operate closed-circuit television within its rooms. Any surveillance of the common areas of the day hospital is conducted by the operator of the hospital under its own policies.

## 18. Respectful conduct

**18.1** The Practice is committed to providing a safe and respectful environment for patients, visitors and staff, and expects all persons who attend the Practice or communicate with its staff to do so courteously.

**18.2** Conduct that will not be tolerated includes:

(a) aggressive, threatening, abusive or intimidating language or behaviour;

(b) discriminatory, harassing or offensive remarks; and

(c) unreasonable demands for immediate or unscheduled services (a genuine request for urgent care is not such a demand).

**18.3** Where such conduct occurs, and (where it is practicable to give one) continues after a warning, the Practice may bring the treating relationship to an end. In that event we will notify you and your referring practitioner in writing, return your referral for ongoing management, provide relevant clinical information (including any outstanding results) to the practitioner who assumes your care, and take reasonable steps to facilitate the continuity of your care.

## 19. Complaints

**19.1** If you have a concern or complaint about the manner in which we have handled your personal information, or you consider that we have breached the APPs, please contact the Practice Manager in writing, by post or email, using the contact details set out in clause 21.

**19.2** We will acknowledge your complaint promptly, investigate it, and provide you with a written response within 30 days. If we require further time, we will inform you and explain the reason.

**19.3** If you are not satisfied with our response, or you do not receive a response within 30 days, you may lodge a written complaint with the OAIC, using the online form at www.oaic.gov.au or by post to GPO Box 5288, Sydney NSW 2001. The OAIC enquiries line is 1300 363 992.

**19.4** A complaint concerning a health service, or the conduct of a health practitioner, in Queensland may be made to the Office of the Health Ombudsman at www.oho.qld.gov.au or by telephone on 133 646.

## 20. Changes to this Policy

**20.1** We may amend this Policy from time to time. The current version is published on our website and is available from the Practice on request, free of charge. An amendment takes effect on the date on which the amended Policy is published.

## 21. Contact details

**21.1** Enquiries, requests and complaints concerning privacy should be directed to:

> The Practice Manager (Privacy Officer)
> Caloundra Gastroenterology
> Suite B, 96 Beerburrum St, Battery Hill QLD 4551
> Telephone: 07 5499 7366
> Email: manager@caloundragastro.com

Approved on behalf of the Practice by
Dr Anna Samidurai, BHlthSc (Nutr), PhD
The title "Dr" denotes a Doctor of Philosophy. Dr Samidurai is not a medical practitioner.
Owner and Director of Clinical Affairs and Engagement
Caloundra Gastroenterology