



Professor Darlene Lubbe  
ENT, Skull Base & Transorbital Surgeon  
MBChB (Stell), FCORL(SA)

I \_\_\_\_\_ hereby consent to the above mentioned medical practice collecting, storing, processing and referring to my personal information in accordance with the provisions of Protection of Personal Information Act, 2013 and the Promotion of Access to Information Act, 2000 and furthermore acknowledge and consent to all clauses as indicated in the Patient POPIA Consent Form, of which a copy has been provided to me.

### SPECIFIC CONSENT

**I hereby consent to the medical practice referred to above transferring and sharing my personal information with the below mentioned third parties:**

- Other medical practitioners and affiliated medical and support staff, hospitals, laboratories, pharmacies and companies in so far as it relates to my medical treatment and personal patient care; or is necessary to obtain relevant medical insights into my health and wellbeing.
- Third parties, contractors and operators, medical aids, gap cover companies, external service providers and companies in respect of hygiene, laboratory or pathology, hospitals or clinics, IT, software and infrastructure support, billing, legal, nursing, medical assistance and administration and support etc. provided the third party, contractors and operators have incorporated the provisions of the POPI Act to ensure compliance therewith.

I give consent for the medical practice referred to above to give ICD 10 codes, medical records and information to my medical aid and gap cover where requested, unless I specifically instruct them not to which instruction should be in writing.

I confirm that the personal information I have given to you is true, correct and accurate.

I confirm that I am aware of what personal information pertaining to me is going to be collected, the purpose for which the information is collected and my right to access, object to and update or rectify the information which is collected.

I consent to receive communication with and from the medical practice referred to above via email/ text/telephone call or WhatsApp and I undertake to sign and agree to the patient communication consent form attached.

I hereby consent to the next of kin; whom I nominate on my client information form; being contacted in case of a health care emergency or in respect of arrears accounts. I acknowledge that certain personal information may be disclosed to my next of kin; only to the minimal extent required; to allow him/her to make an informed decision/s pertaining to my health care in a life-threatening situation. Assuming and only under the circumstances where I am not in a position to make medical decisions in my own capacity and only in the absence of a living will, which living will would take priority over the next of kin nomination on my client information form.

I acknowledge that I have read and fully understand the terms of consent form and that a copy was made available to me.



- I understand the risks associated with the communication via calls/email/whatsapp or text between the physician and myself, and consent to the conditions outlined herein, as well as any other instructions that the physician may impose to communicate with patients by email and I acknowledge the right of the medical practice to, upon the provision of written notice, withdraw the option of communicating through email/whatsapp or text.
- I agree that the medical practice and their physicians, staff, directors, officers and other agents shall not be responsible for any personal injury including death, and/or privacy breach (outside the reasonable control of the medical practice) or other damages as a result of my choice to communicate with the medical practice by call/email/whatsapp or text and I release the medical practice concerned and their physicians, directors, officers and other agents from any liability relating to communicating with me by telephone/email/whatsapp or text.
- I hereby provide consent for the medical practice and physicians, staff, officers and other agents to communicate with me at their discretion via telephone/email, WhatsApp and text message on the contact details provided to the practice in respect of any of the above mentioned matters: including:
- Appointment Requests
  - Updating of personal information
  - Changes to appointments, health insurance information.
  - Information about billing and receiving invoices
  - Requests or notes/forms for work or insurance companies
  - Correspondence regarding prescriptions.
  - Correspondence regarding test results and screening results and further treatment.
  - Any other relevant topic relating to my health care or relationship with the practice.
- I hereby confirm that I am aware of the terms and conditions regarding payment and my obligations in respect of any claim arising by the Practice against me as a patient for medical services or consultations rendered or to be rendered including but not limited to;
- The Practice charges tariffs with are above medical aid rates.
  - All invoices and accounts are due to be settled immediately upon completion of the appointment or within 7 days of an in-hospital event or procedure, unless there is a written agreement signed by both parties specifying different settlement terms.
  - The practice is not responsible for submitting claims to medical aids, gap covers or any other insurance companies on the patient's behalf.
  - Should the practice be required to commence legal proceedings against a patient in respect of monies owed, all legal costs relating to such debt recovery including legal costs, professional services rendered, attorneys fees on attorney and own client scale, collection fees and commission, interest, and tracing costs.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ of the \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
PATIENT SIGNATURE



## TERMS OF CONSENT

### ACCOUNTABILITY:

Professor D Lubbe is the registered Information Officer in respect of the above-mentioned practice as registered with the Information Regulator of RSA in accordance with the Provisions of POPIA.

### PROCESS SPECIFICATION

Personal Information will be processed in a manner that is both lawful and reasonable and protects and does not infringe on the medical practice's patients.

Personal Information in respect of this consent form includes but is not limited to the following:

- Personal (identifying) particulars of the patient.
- The bio-chemistry history of the patient, including allergies and idiosyncrasies.
- The time, date and place of every consultation.
- The assessment of the patient's condition.
- The proposed clinical management of the patient.
- The medication and dosage prescribed.
- Details of referrals to specialists, if any.
- The patient's reaction to treatment or medication, including adverse effects.
- Test results.
- Correspondence from or to a patient.
- Imaging investigation results.
- Information on the times that the patient was booked off from work and the relevant reasons.
- Written proof of informed consent, where applicable, in respect of medical treatment/s.
- Handwritten contemporaneous notes taken by the health care practitioner.
- Notes taken by previous practitioners attending health care of other health care practitioners including a typed patient discharge summary of summaries.
- Referral letters to and from other health care practitioners.
- Laboratory reports and other laboratory evidence such as histology sections, cytology slides, and print outs from automated analysers, x-ray files, reports ECG traces and so on.
- Audio-visual records such as photographs, videos and tape-recordings.
- Clinical research forms and clinical trial data.
- Other forms completed during the health interaction including but not limited to insurance forms, disability assessments and documentation of injury on duty.
- Death certificates and autopsy reports.
- The above records may be archived on microfilm, microfiche or magnetic data files.



## **PROCESS LIMITATIONS:**

The above-mentioned medical practice will only use the personal information we are in possession of or come into possession of for the following purposes and related grounds:

- Furthering the diagnosis or ongoing clinical management of the patient;
- Necessary referrals to other health care practitioners, laboratories, hospitals, pharmacies, medical specialists and other related entities/practitioners in so far as it is necessary and relates to the management of your health care and is in the best interests of the patient;
- Being used as a baseline reference for further medical consultations and medical insights in respect of the patient to whom it relates;
- Conducting clinical audits;
- Promoting teaching and research;
- Being used for administrative or other purposes; including billing, invoicing, debt collection, and correspondence with medical aids and gap cover.
- Being kept as direct evidence in litigation or for occupational disease or injury compensation purposes;
- Being used as research data
- Being kept for historical purposes
- Promoting good clinical and laboratory practices
- Making case reviews possible,
- Serving as the basis for accreditation

The medical practice undertakes to not process any personal information in any manner which is not compatible for the original purpose for which it was collected. The medical practice undertakes to only keep the personal information on record before destroying it for the period of time it is required to be kept in safekeeping by the HPCSA and the National Health Act, 2003 and other rules and regulations of the medical profession.

## **OPENNESS & INFORMATION QUALITY & PATIENT PARTICIPATION**

Our medical practice undertakes to process personal information that is relevant, accurate, up to date with respect to the purpose for which it was processed.

Patients are at any point entitled to access, rectify or enquire about what personal information our medical practice has collected from them. Our medical practice will endeavor to ensure that patients are notified of what personal information is collected, the purpose for which the information was collected and their right to have access to, object to and/or rectify the information collected.

As a patient you may object to your personal information being processed by the medical practice at any point in the future. Such objection should be made in writing and our medical practice will immediately refrain from processing the relevant personal information in any way and will continue to store and secure it in terms of the HPCSA rules, National Health Act, 2003 and regulations in compliance with the POPI Act, but will not allow any further processing until new consent is obtained. A note to the effect that the objection was made must be dated and registered on the file containing the relevant personal information.

### **Important to note in respect of health care records in terms of the HPCSA:**

- *No information may be removed from a health care record.*
- *An error or incorrect entry discovered in the record may be corrected by placing a line through it with ink and correcting it. The date of change must be entered, and the correction must be signed in full. The original record must remain intact and fully legible.*
- *Additional entries added at a later date must be dated and signed in full.*
- *The reason for an amendment or error should also be specified on the record.*



## SECURITY SAFEGUARDS

Our practice ensures that personal information is protected by reasonable security safeguards against risks such as the loss or unauthorised access, interference, modification, unauthorized destruction or disclosure of personal information. These measures are regularly reviewed and maintained.

Should there be reasonable grounds to believe that personal information has been accessed or acquired by unauthorised persons, the medical practice undertakes to notify the Information Regulator and patients concerned immediately, in compliance with the rules and regulations applicable to the breach and incident response plan. Where possible, all attempts to de-identify personal information will be made.

Personal Information is not transferred across borders as a matter of course. Should a patient require their personal information to be transferred across the border, specific consent in respect thereof will be obtained.

## COMPLAINTS

Should you at any time feel that the medical practice has infringed your right to privacy and protection of your personal information we urge you to contact us on the details provided above so as to discuss and correct or amend the situation wherein you feel aggrieved.

Should you wish to lodge a complaint with the information regulator directly, the details are:

INFORMATION REGULATOR OF SOUTH AFRICA

JD HOUSE

27 Stiemens Street, Braamfontein, Johannesburg, 2001

PO Box 31533 Braamfontein, Johannesburg, 2017

Email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

## COMMUNICATION

Using telephone calls, email or WhatsApp or text to transmit patient information poses several risks of which you should be aware. You should not agree to communicate via telephone, email or WhatsApp or text without understanding and accepting these risks. The risks include, but are not limited to, the following:

- The privacy and security of calls/email/text/whatsapp communication cannot be guaranteed.
- Employers and online services may have a legal right to inspect and keep call recordings/emails/texts/whatsapp's that pass through their system.
- Email/texts/calls and Whatsapp's are easier to falsify than handwritten or signed hard copies. In addition, it is impossible to verify the true identity of the sender, or to ensure that only the recipient can read the message once it has been sent.
- Emails/whatsapp's and texts can introduce viruses into a computer system, and potentially damage or disrupt the computer.
- Call recordings/email/whatsapp's and texts can be forwarded, intercepted, circulated, stored or even changed without the knowledge or permission of the Medical Practice or the patient. Email senders can easily misaddress an email/text or WhatsApp, resulting in it being sent to many unintended and unknown recipients.
- Calls/email/whatsapp and text may be permanent. Even after the sender and recipient have deleted their copies of the email, back-up copies or recordings may exist on a computer, mobile device or in cyberspace.
- Use of calls/email/whatsapp and text to discuss sensitive information can increase the risk of such information being disclosed to others.
- Call recordings/email/whatsapp and text can be used as evidence in court.
- Choosing not to use encryption software increases the risk of privacy violation.



The medical practice will use reasonable means to protect the security and confidentiality of email information sent and received. However, because of the risks outlined above, the security and confidentiality of email communication cannot be guaranteed. Thus, you must consent to the use of email which includes agreement with the following conditions:

- Although we will endeavour to read and respond promptly to your email/whatsapp or text, we cannot guarantee that any particular email/whatsapp or text will be read and responded to within any particular period of time. Thus, you should not use email/whatsapp or text for medical emergencies or other time-sensitive matters.
- Emails/whatsapp's and texts about medical issues may be made part of your medical record and may be seen by staff with authorised access.
- We may forward your emails/whatsapp/texts to others involved with your medical care.
- Calls/email/whatsapp and text communication is not an appropriate substitute for clinical assessments. You are responsible for following up on emails/whatsapp and texts and for scheduling appointments when warranted.
- If your email/whatsapp or text requires or invites a response and you have not received a response within a reasonable time period it is your responsibility to follow up on this.
- Email/whatsapp or text should not be used for sensitive medical information, such as sexually transmitted disease, AIDS/HIV, mental health, developmental disability, or substance abuse.

***Instructions for communication by email/ WhatsApp or text***

- Use your own personal computer or mobile device.
- Inform the medical practice of any changes in your email address or contact details.
- State your name and the reason for the email in the subject line (e.g., 'John Smith - prescription renewal).
- Respond to emails/whatsapp or texts that require a response.
- Use passwords to secure access to your computer or mobile device.
- Withdraw consent only by email or written communication to the medical practice.
- Should you require immediate assistance, or if your condition appears serious or rapidly worsens, you should not rely on email/whatsapp or text.

**PAYMENT**

By signing the specific patient consent form, you hereby assume liability as the principal debtor, or if the patient is a minor, you assume liability as principal debtor on behalf of the minor patient, for any claims by the Practice arising from medical services or consultations rendered to the patient or to be rendered to the patient, notwithstanding the existence of a medical aid fund or other insurance covering such claims.

- The practice charges tariffs which are above medical aid rates.
- All invoices and accounts are due to be settled immediately upon completion of the appointment or within 7 days of an in-hospital event or procedure, unless there is a written agreement signed by both parties specifying different settlement terms.
- The practice is not responsible for submitting medical aid claims with any medical aid fund or gap cover insurance fund on behalf of a patient.
- Failure to fulfill your obligations in terms of this agreement with the Practice will result in breach. The Practice is entitled to take immediate legal action and charge arrear interest on the outstanding balance from the date of invoice to the date of full and final payment.
- This agreement is subject to and shall be interpreted and construed in terms of the laws of the Republic of South Africa and is subject to the jurisdiction of a competent court in the Republic of South Africa. The parties choose their domicilium citandi et executandi as the address of the registered office of the Practice and the patient/debtor's physical address as per the patient information form respectively.
- Should the Practice commence legal proceedings, the patient undertakes to pay all legal costs relating to the recovery of the outstanding monies in respect of professional services rendered, including attorney fees on an attorney own client scale, collection fees and commission, interest and tracing costs.

\*These terms and conditions are regularly revised and were last reviewed in July 2021

