



ELZABÉ GROENEWALD
Obstetric Sonographer
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ADMIN/BOOKINGS
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TERMS OF CONSENT

ACCOUNTABILITY:

Elizabeth Groenewald 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 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.
- 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 including ultrasounds.
- Handwritten contemporaneous notes taken by the health care practitioner.
- Notes taken by previous practitioners attending to the health care of the patient.
- 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, ultrasounds 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.
- The above records may be archived on microfilm, microfiche or magnetic data files.

PROCESS LIMITATIONS:

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

- The ongoing clinical management of the patient;
- Necessary referrals to other health care practitioners or specialists, 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 or her unborn child;

- 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.
- Being kept as direct evidence in litigation;
- 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 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 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 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 practice has collected from them. Our 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 practice at any point in the future. Such objection should be made in writing and our 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.

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 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 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

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.

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.
- 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 domicillium 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 September 2021