

Dr Lorenzo Grispan

*MBBCh (Wits)
Pr. No. 1144162*

PRACTICE TERMS AND CONDITIONS

This document constitutes the contractual agreement between the patient and the Practice and explains the general Terms and Conditions under which this Practice treats patients. It does not constitute an informed consent to any specific treatment, nor a quotation or price for any service rendered by the Practice. Informed consent and price information can be provided when you visit the Practice and will depend on the care which you require and other factors such as your medical scheme cover.

1. PAYMENT OF PRACTICE FEES

- 1.1. The amounts payable to the Practice in respect of services rendered to the patient shall be calculated on the basis of fees, rates and charges as may be imposed by the Practice and adjusted annually each year.
- 1.2. This Practice operates on an upfront payment basis. Therefore, all accounts are to be settled immediately after a patient's consultation unless alternate payment terms have been agreed to with the patient by the treating practitioner.
- 1.3. It remains the responsibility of the patient to submit the Practice's invoices to the patient's medical scheme, if applicable, unless agreed otherwise by the Practice.
- 1.4. The patient remains liable for any shortfall amounts that a patient's medical scheme does not cover for any services rendered and invoiced by the Practice.
- 1.5. The patient hereby expressly authorizes the Practice to obtain information from the patient's medical scheme, if applicable, to assess the availability of funds in the event of a payment dispute.
- 1.6. It is the patient's responsibility to inform and update the Practice in respect of all the patient's personal and medical scheme information and any changes thereto.
- 1.7. This Practice is not liable for the cost of any imaging or investigative services performed by other healthcare practitioners to whom the patient may be referred. The patient has the election to refuse to undergo additional diagnostic or investigative testing with other healthcare practitioners and accepts that such refusal in these circumstances may affect the diagnosis and treatment management of the patient's condition.
- 1.8. In the event of any amounts owing to the Practice which are not paid on the due date, the Practice shall be entitled to charge interest on the outstanding amount calculated as from the due date of payment at the maximum rate which may be legally charged.
- 1.9. There will be an additional separate charge for services rendered in the absence of the patient, for example prescriptions, motivations, reports etc.

2. APPOINTMENTS

- 2.1.** The Practice shall endeavour to run on time. Certain instances may however necessitate that the treating doctor consult with a patient for an extended period of time or that the doctor needs to leave the Practice in order to attend to an emergency.
- 2.2.** The Practice renders general practitioner services and is accordingly not equipped to deal with serious medical emergencies. Emergencies at the Practice shall be attended to and managed in accordance with the Practice's available resources, whereafter the patient will be transferred to the appropriate medical emergency unit.
- 2.3.** The Practice does not offer any consultations via telephone, text, Whatsapp or e-mail correspondence. Any medical advice that may be offered telephonically on occasion should this be necessary, is based on the information furnished by the caller and is not a substitute for a physical medical assessment.

3. SICK CERTIFICATES

- 3.1.** The Practice will only provide a sick certificate should the specific condition warrant such a certificate.
- 3.2.** If a diagnosis is provided on the sick certificate, the certificate will be handed to the patient, unless otherwise specified by the patient in writing. It is at the patient's discretion on whether or not the patient will disclose his or her condition or that of his or her minor child to the patient's employer or the child's school, as the case may be.

4. PATIENT TREATMENT PROTOCOLS

- 4.1.** Patients will be counselled on their diagnosis, treatment and potential complications during their consultations after having been examined by the treating medical practitioner.
- 4.2.** Whilst the Practice and all the treating medical practitioners shall do their best to ensure a satisfactory outcome in respect of a patient's health care, the patient acknowledges that there are risks associated with clinical procedures and treatment and consequently, the results of any particular treatment cannot be guaranteed. The patient must discuss any concerns and questions with the treating medical practitioner.
- 4.3.** The patient also acknowledges that their own participation and conduct in respect of their health care or that of their children or dependents, will also impact the outcome of any treatment or procedure.
- 4.4.** Minor surgical procedures will be performed on a case-by-case basis and patients shall be required to complete a consent form before any procedure will be performed.
- 4.5.** The Practice will not be responsible for the acquisition or discussion of patients' results. Even though a patient's results from any external diagnostic treatments or other practitioners to whom the patient may have been transferred, may be sent to the Practice, it is the patient's responsibility to contact the Practice to follow up on these results in order to telephonically discuss the results with their treating practitioner or make an appointment to do so.
- 4.6.** The patient's treating medical practitioner shall be available to discuss a patient's results telephonically either between consultations or after hours in order to maintain a patient's confidentiality.

- 4.7. Patients with chronic conditions are required to attend a consultation with their treating medical practitioner at the Practice on an annual basis to reassess the patient's clinical status, medication, dosage and any required changes thereto.
- 4.8. The Practice reserves the right at its sole discretion to terminate the doctor/patient relationship in the event that patients are unprofessional or rude to any of the Practice's administrative staff or medical practitioners.

5. EXCLUSION OF LIABILITY

- 5.1. The Practice and all medical practitioners and administrative staff employed by the Practice shall not be liable for any loss whatsoever and howsoever caused (whether by negligence or otherwise) that may be sustained by the patient whilst the patient is at the Practice.
- 5.2. The Practice and all medical practitioners treating the patient shall not be liable for any loss or injury that may be sustained by the patient arising from any treatment of the patient by the Practice or advice given to the patient in respect of his or her treatment.

6. CONFIDENTIALITY, POPIA AND DATE RETENTION

- 6.1. All patient information handled by the Practice is regarded and treated as strictly confidential by the medical practitioner and other staff at the Practice.
- 6.2. The Practice is required by legislation to provide certain information on all accounts, including diagnostic information relating to the patient's treatment. Failure to submit the correct codes may lead to the patient's claim being rejected or incorrectly paid by the patient's medical scheme. The Practice is also required to disclose ICD-10 codes on referral letters and requests for special investigations such as radiology and pathology services.
- 6.3. The patient hereby consents in terms of the Protection of Personal Information Act 4 of 2013, as amended (POPIA) to the Practice disclosing a patient's personal information (including diagnostic information) to selected healthcare providers, medical schemes, administrators, service providers and any contracted third parties necessary for the provision of any healthcare services to the patient.
- 6.4. A patient's personal information will be securely retained by the Practice for a period of six years subsequent to a patient's final visit to the Practice or as required by legislation.
- 6.5. The Practice shall not retain a patient's personal information for longer than is necessary and for the required purpose, except in the following instances –
 - 6.5.1. The retention of the personal information is required or authorized by law;
 - 6.5.2. The Practice reasonably requires the record for lawful purposes related to its functions or activities;
 - 6.5.3. The retention of the personal information is required in terms of an agreement between the Practice and the patient;
 - 6.5.4. The personal information is retained for historical, statistical or research purposes.

- 6.6.** The Practice shall not transfer or authorize the transfer of a patient's personal information to countries outside the Republic of South Africa without a patient's prior written consent (which written consent the patient hereby provides in terms of section 72(1)(b) of POPIA to allow such transfer outside the Republic of South Africa) for the purposes as defined in POPIA. If a patient's personal information is transferred from the Practice to any third parties outside the Republic of South Africa, the Practice shall comply with sections 72, 57 and 58 of POPIA.
- 6.7.** The patient hereby consents that the Practice may contact him or her in respect of professional communication related to a patient's treatment at the Practice by any one of the following communication methods – telephone, sms, e-mail or Whatsapp. This shall include, but not be limited to accounts, statements, Practice information and updates, prescriptions and reports, for example.
- 6.8.** The patient understands that they have the right to object to the Practice possessing their personal information, on reasonable grounds. On receipt of the patient's notice of objection, the Practice shall suspend any further processing of the patient's personal information. The patient acknowledges that the Practice has the right to discontinue the patient's treatment in these circumstances.
- 6.9.** The patient understands that they have the right to withdraw their consent to the processing of their personal information by the Practice at any time, provided that the withdrawal will not affect any prior processing that took place. The patient is also permitted to revoke consent for any specific medical practitioner to access their personal information. The patient agrees that this may affect their treatment and accepts sole responsibility for this decision.
- 6.10.** The patient has the right to request details of their personal information which is held by the Practice. Such request must be in writing and addressed to the patient's treating medical practitioner at the Practice.
- 6.11.** The patient has the right to request the Practice to correct and/or delete any personal information that is inaccurate, irrelevant, outdated or incomplete. The patient must communicate any changes to their personal information to the Practice timeously so that the Practice can update these changes on its systems. The Practice shall not be liable for inaccurate information on its systems as a result of the patient's failure to update their personal information. The patient has the right to request the Practice to destroy or delete their personal information that the Practice is no longer authorized to retain.
- 6.12.** The patient agrees that the Practice shall not be liable for any loss whatsoever incurred by the patient that may arise from the Practice's processing of the patient's personal information.

7. SIGNATURES

The patient hereby acknowledges that -


- 7.1.** He / she has read and understood the above information;
- 7.2.** He / she has been given the opportunity to ask questions prior to having signed this contract;
- 7.3.** All information submitted to the Practice by the patient is true and correct;
- 7.4.** He / she is under a continued obligation to advise the Practice / treating medical practitioner of any changes to his /her information, consent or medical condition that may occur subsequent to signing this contract; and
- 7.5.** He / she is legally bound by the provisions of this contract.

Patient / Main Member/ Parent / Guardian - Name

Patient / Main Member/ Parent / Guardian – ID Number

Patient / Main Member/ Parent / Guardian – Signature

Date

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