

## GENERAL CONSENT FOR TREATMENT, TERMS OF SERVICE AND INFORMATION PROCESSING NOTICE

*For patients receiving emergency, out-patient or in-patient services from EM PMB in the Emergency Department of Netcare St Anne's Hospital.*

*In this document, "the practice" means Drs Feris & Maharaj Multidiscipline Practice Inc. trading as EM PMB. A reference to "the patient" includes any person who signs or contracts on behalf of the patient and any person responsible for payment of the patient's account ("the guarantor").*

### A. CONSENT TO TREATMENT

- A1. Voluntary treatment.** I am seeking health care voluntarily. I will be treated by EM PMB, a group of independent practitioners working in this emergency department under the oversight of a specialist emergency physician who is present in the department. Care is provided in accordance with accepted international standards of emergency care. No particular clinical outcome is or can be guaranteed.
- A2. Emergency care is never withheld pending signature.** In line with section 27(3) of the Constitution and section 5 of the National Health Act 61 of 2003, no person is refused emergency medical treatment. This form may be signed after treatment has been given, or by an authorised person on the patient's behalf.
- A3. Duration and withdrawal.** This consent remains in effect until my treatment is complete or until I withdraw it. I may refuse or withdraw consent to any part of my treatment at any time, and the clinical consequences of doing so will be explained to me.
- A4. Where the patient cannot consent.** If the patient is unable to give consent, treatment may be authorised under section 7 of the National Health Act by a person mandated in writing, or by a spouse or partner, parent, grandparent, adult child or sibling. Where treatment is necessary to save life or prevent serious harm and any delay would be prejudicial, treatment may be given in the patient's best interests without consent.
- A5. Minors.** A patient aged 12 years or older with sufficient maturity may consent to their own medical treatment in terms of section 129 of the Children's Act 38 of 2005. A parent or guardian must consent for younger children and for surgical procedures. An adult remains responsible for the account in all cases.
- A6. Specialist care and specialist rates.** A specialist emergency physician may be required to attend to me at any time, including where this is necessary to save life or limb. I consent to specialist involvement in my care and to being billed at specialist rates where a specialist attends to me.
- A7. My choices.** I may ask to be seen by the specialist if I am unhappy with my level of care, ask for a second opinion, and ask to be referred elsewhere if this practice cannot meet my needs.
- A8. Waiting times.** Patients in an emergency department are seen according to triage priority, not order of arrival. More seriously ill or injured patients are seen first, and waiting times therefore vary.

### B. FINANCIAL TERMS AND CONSENT TO BE BILLED

- B1. This account is separate.** The EM PMB account covers the professional services of EM PMB practitioners only. It is separate from, and additional to, the hospital account (including emergency unit facility fees, nursing, theatre and ward fees), radiology and imaging, pathology and laboratory services, and the accounts of any other specialist or allied health practitioner. Each of these renders its own account directly to you.
- B2. Emergency tariffs — 7-series codes.** Emergency department consultations are billed at emergency medicine practice tariffs using the 7-series (7xxx) emergency consultation codes. These are emergency medicine codes and are not the same as standard general practitioner consultation rates. Procedures, resuscitation, monitoring and after-hours items are billed in addition to the consultation. Where a specialist emergency physician attends, specialist rates apply. An itemised account with an explanation of each item is available on request. Where your medical aid does not recognise 7-series codes, we will use GP codes with equivalent rand value.
- B3. The patient and guarantor are primarily liable.** The patient, and the guarantor who signs this form, remain primarily liable for the full account. This applies regardless of medical aid membership and regardless of any shortfall, co-payment, sub-limit, exhausted or depleted benefit, waiting period, scheme rule, PMB decision, late submission or claim rejection.
- B4. Medical aid claims.** Claims are submitted to your scheme as a courtesy. Confirmation of benefits before or during treatment is not a guarantee of payment. If your scheme has not settled the account in full, the outstanding balance becomes immediately payable by you.
- B5. Private and cash patients.** A patient who does not have, or cannot produce, a valid medical aid card and identification is treated as a private patient and the account is payable at the time of consultation unless other arrangements are agreed in writing. The practice does not operate a credit account system.
- B6. Injury on duty (COIDA / WCA).** Where treatment relates to an injury on duty, the claim is submitted to the Compensation Commissioner. If the claim is accepted, the account is recovered from the Compensation Fund and no fees are recovered from the patient. If the Commissioner rejects or repudiates the claim, or the claim lapses, or the employer has not registered or reported the injury, the account is referred back to the employer and to the patient, who remain liable for settlement.
- B7. Employer and state-funded patients.** Patients whose accounts are to be settled by an employer or state entity — including KwaZulu-Natal Provincial Government, Msunduzi Municipality, the SANDF and similar employers — remain personally liable for the account until the employer has settled it in full. It is the patient's responsibility to ensure that their manager, department or employer receives, approves

and pays the account. The practice will supply supporting documentation on request but does not accept responsibility for pursuing an employer on the patient's behalf.

**B8. Interest, collection and jurisdiction.** Amounts unpaid 150 days after the date of treatment bear interest at the maximum rate permitted under the Prescribed Rate of Interest Act 55 of 1975. If the account is handed over for collection, you agree to pay collection charges and legal costs on the attorney-and-client scale. Subject to section 70 of the Consumer Protection Act 68 of 2008, you consent to the jurisdiction of the Magistrate's Court for any recovery action.

**B9. Account queries.** Direct all account queries to [accounts@empmb.co.za](mailto:accounts@empmb.co.za) or our WhatsApp line

## C. PROCESSING OF YOUR PERSONAL INFORMATION (POPIA)

**Responsible party:** Drs Feris & Maharaj Multidiscipline Practice Inc. (EM PMB).

- C1. What we process.** Your identity and contact details, medical aid and payment details, and your health information — including clinical notes, observations, results, images and correspondence. Health information is special personal information, processed under section 32(1)(a) of POPIA for the purpose of providing health care.
- C2. Why we process it.** To treat you, to keep a proper medical record, to ensure continuity of care, to bill and recover the account, to comply with legal and regulatory obligations, and for internal quality assurance and clinical audit.
- C3. Who we share it with.** On a need-to-know basis: the treating practitioners and the hospital; your medical scheme and its administrator; laboratories, radiology and other providers involved in your care; practitioners to whom you are referred or who take over your care; our billing and revenue-cycle service provider; the Compensation Fund and your employer where the claim is an injury on duty; our attorneys or an appointed registered debt collector on default; and regulators, statutory bodies or a court where the law requires it.
- C4. How long we keep it.** Clinical records are kept for at least six years from the date of last consultation, as required by the HPCSA. Records of minors are kept until the patient turns 21. Records relating to notifiable or occupational conditions, or to any pending complaint or litigation, are kept for longer.
- C5. Your rights.** You may ask what information we hold, ask for it to be corrected, object to processing, and withdraw your consent — subject to our legal duty to retain your clinical record and to complete billing already incurred. You may complain to the Information Regulator (South Africa).
- C6. Security.** We apply reasonable technical and organisational measures to protect your information. Where information is processed outside South Africa, this is done only subject to the safeguards POPIA requires.

## D. PATIENT RIGHTS AND RESPONSIBILITIES

### Your rights

- To be fully informed of your condition, the proposed treatment, the risks and the alternatives, and to refuse treatment.
- To be treated with dignity, and to privacy and confidentiality.
- To be referred elsewhere if this practice cannot meet your needs, and to a second opinion.
- To care that meets the accepted standards of the profession, and to an itemised, explained account.
- To an interpreter where one is reasonably available.

### Your responsibilities

- Give a complete and accurate history, including all medications, allergies and previous conditions, to the best of your knowledge, and report any change in your condition.
- Follow the treatment and follow-up plan you are given, and return or seek care promptly if you become worse.
- Keep your contact, identity and medical aid details current and correct.
- Treat staff and other patients with respect. Abusive, threatening or violent behaviour may be reported and, where it is clinically safe to do so, your care may be redirected.
- Settle your account as set out in Section B.

## F. COMPLAINTS

Complaints may be made in writing, by you or your authorised representative, to reception or to [admin@empmb.co.za](mailto:admin@empmb.co.za). We will acknowledge your complaint in writing and aim to resolve the matter within 14 working days. An unresolved clinical complaint may be taken to the Health Professions Council of South Africa; an unresolved medical scheme or benefit dispute may be taken to the Council for Medical Schemes.

## G. GENERAL

These terms may be amended from time to time; the version in force on the date of your visit applies and is available at reception and at [www.empmb.co.za](http://www.empmb.co.za). If any clause is found to be unenforceable, the remaining clauses continue to apply. This document, together with the account rendered, constitutes the whole agreement between you and the practice. If you do not understand any part of this document, or require an interpreter, please say so before signing.

## DECLARATION AND SIGNATURE

**I have read, or have had read and explained to me, the contents of this document. I understand it and agree to it. I confirm that the information I have given is true and correct. I accept liability for the account as set out in Section B.**

Signed at Pietermaritzburg on \_\_\_\_ / \_\_\_\_ / 20\_\_\_\_ at \_\_\_\_ : \_\_\_\_ am / pm

|                                                             |                            |                         |
|-------------------------------------------------------------|----------------------------|-------------------------|
| Signature of patient                                        | Full name (print)          | ID / Passport no.       |
| Signature of guarantor / person liable for the account      | Full name (print)          | Relationship to patient |
| Signature of health care agent, legal guardian or surrogate | Full name and relationship | Date and time           |

Where a health care agent, legal guardian or surrogate signs, place a copy of the authorising document in the medical record.