

Consent to use the Discovery HealthID application

Definition

“**Applicable law**” includes, but is not limited to, all of the following:

- The Promotion of Access to Information Act 2 of 2000
- The Electronic Communications and Transactions Act 25 of 2002 (as amended)
- The Protection of Personal Information Act 4 of 2013
- The Medical Schemes Act 131 of 1998 (as amended)
- The National Health Act 61 of 2003
- The Children’s Act 38 of 2005
- The Choice on Termination of Pregnancy Act 92 of 1996
- Ethical Rules of Conduct for Practitioners Registered under the Health Professions Act, 1974 published as GNR 717, dated 4 August 2006 in the Government Gazette (“the Ethical Rules”)
- All applicable guidelines published in General Ethical Guidelines for the Health Care Professions as published by the Health Professions Council of South Africa (“the HPCSA Guidelines”).

Electronic Health Record (or EHR) is a regularly updated summary of all information (also referred to as “my information”) that is accessible and made available through electronic applications.

My information refers to all personal, other and possibly sensitive medical, clinical or claim information (recorded in the EHR) and includes, but is not limited to:

- All existing and newly diagnosed chronic conditions
- Chronic Illness Benefit and health plan information
- Certain biographical details
- Medical information that healthcare providers send to Discovery Health and the Scheme
- All results and reports, including pathology and radiology, which include information about HIV or AIDS, sexually transmitted diseases and pregnancy or its termination.
- Vitality information, including results from health, fitness, nutrition and other self-reported assessments.

Acknowledgement

I acknowledge and understand that:

- Discovery Health has made available various applications which medical practitioners can use to access my information recorded in my Electronic Health Records.
- The purpose of these applications is to support and enable quality clinical care to members of the Schemes administered by Discovery Health and to help reduce the administrative burden on medical practitioners accessing my information.
- Only medical practitioners who have subscribed to and are authorised to use the applications (authorised medical practitioners) can access my information.
- All authorised medical practitioners who treat me from time to time can only request and access my information through the applications if they have my consent.
- Once I have granted consent, any authorised medical practitioners who I may consult from time to time and who have my consent can access all my information recorded in my Electronic Health Records including details of consultations with other medical practitioners I may have consulted before.
- I can at any time change or revoke my consent by formally letting Discovery Health know of my decision. As soon as consent has been revoked the information will no longer be available to the practitioners. In the case where the consent has changed, all other information not consented to will no longer be available
- All consent, as previously granted, will expire upon death.

By giving my consent, I give Discovery Health permission to share my information (through my EHR) with my authorised medical practitioners to assist in making informed clinical decisions. I also give Discovery Health permission to ask other companies in the Discovery Group for information, and for those companies to provide Discovery Health with such information to include in my Electronic Health Record.

I understand that once Discovery Health has shared my information with authorised medical practitioners, Discovery Health has no further control over this information and they will not be accountable for its safeguarding. I also understand that the authorised medical practitioners have confirmed to Discovery Health that they will treat my information as confidential and in line with applicable law.

I note that Discovery Health will, as required by and in adhering to applicable laws, protect and maintain the confidentiality of my information.

Note: Consent for patients lacking legal capacity will require additional supporting documentation in terms of applicable law.

Consent

1. By consenting, I agree to:
 - 1.1 My information being made available to authorised medical practitioners through HealthID for the purposes outlined here.
 - 1.2 Discovery Health receiving my information directly from any healthcare provider and making this available through HealthID.
2. I am entitled to change or revoke my consent at any time. When I revoke my consent, the affected medical practitioners will no longer be able to access my information from that point on.
3. The consent I give (as set out herein) is valid from the date and time when I give consent and will continue until I change or revoke my consent as explained in point 2.
4. I agree that by making this information available, Discovery Health will not be responsible for any loss or damage (whether direct or indirect) that may arise from the use of this information, other than where it is due to or attributable to grossly negligent or fraudulent conduct by Discovery Health.
5. I give permission for my authorised medical practitioners to provide Discovery Health with my diagnosis and other relevant clinical information to review applications for the Chronic Illness Benefit. For the Chronic Illness Benefit, I understand that –
 - 5.1 Funding from the Chronic Illness Benefit depends on meeting benefit entry requirements as determined by Discovery Health.
 - 5.2 It provides cover for disease-modifying therapy only, which means that not all medicines for a listed condition are automatically covered or funded.
 - 5.3 By registering, I agree that my condition may be subject to disease management interventions and periodic review and that this requires giving both Discovery Health and my authorised medical practitioners access to my information.
 - 5.4 Funding for medicine will only be provided from when Discovery Health receives and approves an application form that is completed in full.
 - 5.5 I may need to send an updated or new application form, if Discovery Health asks for this.
6. I give permission for my authorised medical practitioner to provide Discovery Health with my hospital discharge summary which may contain clinical information related to my hospital admission. For hospital discharge management, I understand that –
 - 6.1. Hospital discharge management facilitates coordination of care by providing Scheme members, medical professionals and Discovery Health with a discharge summary.
 - 6.2. The discharge summary might be shared with my other authorised medical professionals.
 - 6.3. Discovery Health will store a copy of the discharge summary and may review it from time to time.
 - 6.4. The discharge summary will include the following information:
 - The reason for admission
 - Description of the care received in hospital
 - Description of the care required following discharge.

7. I have had an opportunity to read (or have read to me) and I am aware of and fully understand all the terms, conditions and consequences of giving my consent.
8. I have had sufficient opportunity to ask questions about this consent form and have had these questions, if any, answered to my satisfaction by Discovery Health.
9. I have been made aware that the full terms and conditions can be accessed on www.discovery.co.za or by calling 0860 99 88 77 and that Discovery Health has undertaken to provide me with a copy of this consent form on my request.
10. My consent to all the terms and conditions of HealthID is provided of my own free will without any undue influence from any person.

I hereby indicate my full understanding and agreement to consent to use Discovery HealthID.

Consent for Discovery Health to share sick note information with Discovery Life

I understand that:

- My authorised medical practitioner may complete a sick note for me on the application provided by Discovery Health.
- Discovery Health may share sick note information with Discovery Life to facilitate the submission of a prospective claim.
- Discovery Life will then follow the normal claims process to determine whether the claim is valid under the specific Discovery Life product.
- Not granting consent for Discovery Health to share my sick note information with Discovery Life will in no way impact the consent to share my Electronic Health Record with my medical practitioner in general, or my right to submit the sick note for a claim to Discovery Live directly.
- If I have a Discovery Life product at the time my authorised medical practitioner completes a sick note for me on the application, I consent to Discovery Health sharing the sick note information with Discovery Life to facilitate the submission of a prospective claim.