



PATIENT-PRACTICE CONTRACT GENERAL TERMS AND CONDITIONS

Dear Valued Patient

This document explains the general conditions under which this practice sees 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 each time you visit the practice and will depend on the care you need/ seek, and other factors such as your medical scheme cover.

This serves as a binding contract between you, the parent/ legal guardian of the child, and the practice.

CHILDREN AND HEALTH CARE

As a parent or legal guardian, you are legally liable to cover the cost of your child's healthcare. This practice does not know what the specific arrangements are between unmarried-, married-, divorced-, foster or other parents or caregivers.

Unless a signature of the person responsible for the account, in terms of a parental agreement, is provided, the parent/guardian/caregiver who signs the practice forms and accepts these terms and conditions will be held legally liable for the cost of care provided and the account will be addressed to that person. The practice regrets that it cannot get involved in parental disputes as to the financial aspects of healthcare provided to a child or children.

Under the provisions of The Children's Act, children may consent to certain medical treatment from the age of 12 years. Parents / guardians are however required by law to cover the expenses incurred for the healthcare of their children.

Please note that the cost of healthcare sometimes depends on how a person's body reacts to treatments and/or operations. The law allows us to step in to save your child's life, or to prevent or reduce harm to your child. We will charge for the costs of this.

WHAT DOES YOUR MEDICAL AID COVER?

It remains your responsibility to familiarise yourself with the benefits and terms and conditions associated with your chosen medical aid benefit option.

Ascertain the exact amounts your scheme provides for, in terms of consultations, procedures and treatments as well as what your medical aid will cover.

Where a designated service provider has been appointed by your medical aid, it remains your responsibility as the patient to familiarise yourself with any medical and financial restrictions when consulting a non- designated service provider.

With increasing interventions from your medical scheme, please be aware that the practice will not allow the medical scheme to violate the healthcare professional's clinical independence. Where a medical aid or its advisors intervene to overrule your healthcare professional's preferred diagnostic approach or treatment, your healthcare professional accepts no responsibility for consequent adverse outcomes. You may be requested to allocate responsibility to the medical aid and its medical advisors in the event of adverse treatment outcomes.

PREAUTHORISATION

In compliance with medical aid rules, some medical aids or medical aid plans require an authorisation number before they will cover the cost of an out of hospital consultation. Please check with your medical aid what their requirements are regarding authorisation. It is the responsibility of the patient to contact their medical aid to obtain authorisation for admissions/consultations. All the necessary codes needed for authorisation requests can be provided by the practice.

BILLING POLICY

This Practice bills according to a billing policy:

- Please take note of this practices' billing policy in relation to costs for services rendered. Where an exact price cannot be presented, a quotation could be provided, subject to its own terms and conditions.
- This practice is part of the Momentum and Discovery Health Specialist Network.

- **All first consultations are payable in full, and it remains your responsibility to submit the statement and receipt to your medical scheme for reimbursement.**
- All consultations for international patients e.g., Mozambique, eSwatini, are to be paid after the consultation.
- Our fees cover the consultation and any equipment used during the consultation.
- Any consumables used might be charged over and above the consultation fee.
- Telephonic consultations, repeat/lost scripts, completion of any forms/ motivations and unscheduled consultations will be billed at scheme tariffs.
- The practice will submit claims to your medical aid for In-hospital services.
- Our fees exclude the costs of the hospital (admission, ward, theatre and other fees), anaesthetists, pathologists (for blood tests), radiologists (for X-rays and scans) and therapists involved in your child's care. You have to discuss their fees with each service provider directly.
- Due to the billing policy, **a co-payment** may be levied by the medical aid or the practice. Such charges above the medical aid policy coverage, will be **payable at the consultation**.
- For subsequent consultations, we will attempt to submit the portion of your account that is likely to be accepted by your medical scheme to them where possible. However, it remains your responsibility to settle your outstanding account (**co-payment**) before you leave the practice after a consultation.
- It remains your responsibility to inform and update all personal and medical aid information with the practice and to keep the practice regularly informed regarding any changes on your contact details, benefits and list of dependants.
- Please note that the use of someone else's medical aid card with or without such a person's consent or knowledge, constitutes fraud. The practice will report such instances to the medical aid concerned to protect the practice from being regarded as a cooperative in committing fraud.
- You remain fully liable to settle the full account of your child, irrespective if you are covered by a medical aid or any other third party.
- In some cases, medical schemes will only pay a portion of the treatment costs for in-hospital accounts, and then there is still a portion of the costs/fees outstanding. You are liable to pay this to us within 30 calendar days of the date appearing on the account you receive from us.
- All accounts must be settled within 30 calendar days of the date on the account. If you have not received an account from us within 30 days, please let the practice know immediately.
- If your account is not paid after the 30 calendar days, we will give, in terms of the National Credit Act, notice of 20 working days that your account is in arrears. If you fail to settle the account within another 10 days, the account will be handed over for debt collection. This may result in you having a bad credit record.
- You hereby consent that your personal information may be provided to attorneys or debt recovery agencies to recover from you any amounts due if they remain unpaid.
- We will charge the maximum amount of 2% interest, as allowed by the National Credit Act, per month on all outstanding accounts. You will also be responsible for all costs relating to the debt collecting, such as commissions and fees levied by the debt collector or attorney.
- If you feel that your medical scheme should have paid in full, you can lay a complaint at the Council for Medical Schemes by fax:(012)431-0608 or at this email address: complaints@medicalschemes.com. If you feel that terms and conditions of the scheme are unfair or benefits were not communicated clearly, you can complain at the National Consumer Commission at fax: 086 151 5229.

APPOINTMENTS

Appointments are booked according to specific guidelines as some consultations need longer timeslots. Although we will do our best to render the services at the time we set, it may happen that a patient may require a longer consultation/there is an emergency, and another child may have to get preference. We will, if possible, inform you if we run late.

If you do not keep your appointment (for any reason whatsoever, apart from emergencies) and you have not let us know at least 24 hours before the appointment, **we reserve the right to charge a cancellation fee**, as we have kept the slot open for you and could not assist another patient.

ADHD PATIENTS

After the diagnosis has been made, Dr Taljaard will require a follow-up consultation after 4 weeks to discuss the effectiveness of the medication. There after you will be required to book 6 monthly follow-up consultations or contact the practice should any problems arise. Please phone in advance to arrange a new monthly script. All repeat scripts will be claimed from your medical aid or be payable at collection.

CAESAREAN SECTIONS

Since your baby will not be a registered member of your medical aid at birth, all mothers will be required to make an upfront payment to cover the cost of the paediatrician's attendance at the caesarean section and in-hospital follow-up visits to your new-born.

You will be supplied with a receipt and a detailed statement upon discharge to claim a refund from your medical aid if your baby was timeously registered on the scheme.

Should your baby be admitted to NICU, we will claim directly from your medical aid and refund you as soon as your medical scheme paid your account in full.

SICK CERTIFICATES

The practice will only provide sick certificates should the specific condition warrant such a certificate. Dr Taljaard will confirm the date and time of your child's consultation. Discretion in disclosing your child's condition or diagnosis to your employer remains with you. **PLEASE ASK FOR A SICK CERTIFICATE DURING YOUR CONSULTATION.**

PURPOSE AND NATURE OF HEALTHCARE

You confirm that you understand that in healthcare results cannot be guaranteed. Results also depend on how one's body reacts to the treatment. You confirm that you understand that your own behavior or that of a child or dependent may affect the outcome of the healthcare received. You agree to follow the instructions provided to you by the healthcare professionals and/or come for follow-ups, etc. If you do not do this, you undertake to not hold the Practice and its staff liable for any negative consequence.

CONFIDENTIALITY, POPIA AND DATA RETENTION

All information handled by the practice is regarded and treated as strictly confidential by the healthcare professional and the practice staff. Legislation compels the practice to provide certain information on accounts, including diagnostic information. Failure to submit the correct codes might lead to the claim being incorrectly paid or rejected by your medical scheme of funder.

The Practice must also disclose ICD-10 codes on referral letters, requests for special investigations (e.g., radiology, pathology) etc.

In the event of a third-party request for confidential information from the practice, and in doubt regarding the safety of confidentiality processes, the practice may insist on following the standard operating procedures legislated in any legislation.

You hereby consent in terms of the Protection of Personal Information Act 4 of 2013 ("POPIA") as amended from time to time, that the practice may share your personal information (including diagnostic information) for practice administration services, including external practice administration providers contracted by the practice, historical, statistical, research purposes, or practice business planning with other service providers to enhance systems and services, this to include sharing with the personal information with other Healthcare Practitioners, Medical Schemes, Claim/Invoice Switch Houses in the course of providing the services to you. Your participation in this regard is highly appreciated.

Your personal Information will be securely retained by the practice until your child reaches the age of 21 as required by legislation.

The Practice shall not transfer or authorise the transfer of Personal Information to countries outside of the Republic of South Africa without your prior written consent (which written consent you hereby provide 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 the POPIA and specifically to provide the required services to the Practice and to you. If Personal Information processed under this Agreement is transferred from the Republic of South Africa to third party in another country, the transferring Party shall comply with sections 72, 57 and 58 of POPIA. This portion of this Agreement is only applicable to Practices with their Data Subject's PI (your PI) located within the jurisdiction of the POPIA.

You further hereby consent that the Practice may contact you by any one of the following communication methods/platforms/systems; namely: phone, sms, email, social media platforms such as WhatsApp, Telegram, Signal or similar services or any future communications on any of the contact information you provided on the patient file. You understand that these communications will be used for professional communication only. This will include (but not be limited to) accounts, statements and information, practice information, system updates, professional updates, prescriptions, and reports where necessary and indicated. You acknowledge that none of these communications are completely secure or encrypted communications, and you will not hold the Practice responsible for any breach of confidentiality via these communications.

Please supply your preferred cell phone number for confirmation of appointments:

You hereby consent that a photo of the main member/ parent and patient/s be taken by the practice and stored on the billing system for easy identification purposes. This data will not be shared with any other entity.

Please tick the appropriate box:

I understand the implication and agree that, where appropriate, the healthcare professional and practice may disclose my ICD-10 diagnosis code(s) under the conditions described above.

OR

I understand the implications and request that the healthcare professional does not disclose the specifics of my diagnosis. The healthcare professional is to use ICD-10 code U98.0 (Patient refusing to disclose clinical information). **In this case I assume full liability for the account in its entirety.**

COMPLAINTS AND CONCERNS

The practice aims to ensure that all complaints and concerns are addressed appropriately and expeditiously. When visiting the practice and using the services, all patients / consumers and their accompanying persons will, in the case of any complaints or concerns inform the practice either in person or via email.

PATIENT/CONSUMER DUTIES (NATIONAL HEALTH ACT, 2003)

You must adhere to the rules of the Practice and any instructions given to you by staff or healthcare professionals. You have the right to ask questions and to have them answered. If you do not ask any questions, we will assume that you have understood and are satisfied with the information supplied to you. Dr. Taljaard is allowed by law to refuse treatment or the continuation of treatment of your child if he or his staff are mistreated, verbally abused or harassed. In such cases we will refer you to another Practice.

LIST OF DEPENDANTS COVERED BY THIS CONTRACT

Name of dependant	Date of Birth	File number

SIGNATURES

I hereby acknowledge that I have read and understood the above information. I further agree that I accept the terms of the billing policy and the way the practice bills. I have also been given the opportunity to ask questions prior to having signed this contract and acknowledge that all information submitted by me is true and correct. I understand that I am under continued obligation to advise the practice / healthcare professional of any changes of my information, or consent, or medical condition, that may occur after submission of this contract and acknowledge, by signing this contract, that I am legally bound by the provisions of the contract.

Main Member/ Parent/ Guardian name

Main Member/ Parent/ Guardian ID Number/Passport number

Main Member/Parent/Guardian Signature Date of Signature