

Drs Taryn & Ben Gaunt

General Terms & Conditions, Confidentiality & POPIA

28 Masonic Street, Port Alfred · All hours: 046-9400238 · www.drgaunt.co.za

GENERAL TERMS AND CONDITIONS — APPLICABLE TO PERSONS ATTENDING THIS PRACTICE AS PATIENTS

This is the full version of the binding contract referred to by the abbreviated form completed when a patient joins the practice. It is reproduced for website reference; signatures are completed on the practice form.

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 will 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 text is the full version of the binding contract between you, the patient, and the practice which new patients sign in abbreviated form (referring to this) when joining the practice for the first time. You may only sign consent on behalf of yourself or your dependents under the age of 18 years or authorized dependents. For patients on medical scheme plans and over the age of 18 years and registered as dependents on a medical scheme plan, an individual signature is required on a separate form as a binding contract with this practice.

YOUR HEALTHCARE IS IMPORTANT TO US

You will be asked to provide your informed consent for any medical investigation, treatment or procedure to be performed by the doctor. Your rights obligate the practice to discuss the clinical aspects, financial implications pertaining to your health status, the diagnostic process as well as the different treatment options available. You have the right to retract your informed consent at any stage or to refuse such medical care. Should your treatment include admission to a healthcare facility where other healthcare specialists (like anesthesiologists, physiotherapists, etc.) also become involved in your care and management, you will be asked to provide informed consent to their respective treatment and professional fee policies.

Under the provisions of The Children's Act, children may consent to certain treatment from the age of 12 years. Doctors are obliged to guard the healthcare information of these children, and to keep it confidential and only divulge the information subject to the child's consent. Please request the practice management staff to provide examples of these conditions, should you require further information. Parents / guardians are however required by law to cover the expenses incurred for the healthcare of their children.

WHAT DOES YOUR MEDICAL AID COVER?

The current medical aid market environment provides multiple options for patients, but many of the plans have restrictive limits on treatment, with fewer benefits, and some medicine restrictions.

It remains your primary responsibility to familiarise yourself with the benefits and conditions of your medical aid plan. It is important that you know your benefit status with regard to the extent of your health cover, referral restrictions, savings account balances registration and pre- authorization processes, waiting periods and other requirements. The Medical Schemes Act 131 of 1998 and its regulations entitle members of a medical scheme to all information on their benefits and limitations of their plan. You are responsible to acquaint yourself with the benefits, insured rates and terms and conditions of your medical scheme plan.

Where a Designated Service Provider has been appointed by your medical aid, it remains your responsibility to be cognizant of this and to bear responsibility for any restrictions that may follow (either medically or financially) when consulting a non-designated doctor or facility.

If referral for specialist care or hospitalization is required, it remains your responsibility to ensure that the planned treatment is covered by your medical aid and that the necessary finances are in place to cover any non-insured costs. The practice will, where possible assist you with obtaining authorization and where your medical aid questions the appropriateness of your treatment, your doctor may submit a letter of motivation to the medical scheme if appropriate and may also insist on a peer-to-peer discussion in such instances.

SETTLING OF ACCOUNTS & CO-PAYMENTS

To avoid misunderstanding regarding payment policies and to maintain the professional healthcare standards of this practice, you will be informed of the current payment options and policies available in the practice.

These fees are determined based upon the appropriateness of the quality and standard of services rendered. No accounts will be rendered for services not delivered or delivered to someone else. The practice personnel can inform you if the practice has an agreed policy in place with your medical scheme, at your request.

You will be informed of the practice billing policy and the prices for services generally rendered by the practice. Where an exact price cannot be presented, a quotation aligned with applicable laws will be provided, subject to its own terms and conditions. Due to the billing policy of the practice and the fee your medical aid is reimbursing at, a co-payment may have to be levied by the medical aid or the practice.

In respect of account payment, the following applies:

- Accounts are payable within 30 (thirty) days from date of statement.
- Patients remain responsible for their accounts, and those of their dependants, regardless of whether or not such an account has been submitted to a medical aid or other third party for payment. (That is, if the medical aid refuses payment, or does not pay within 30 days, the patient is responsible for payment.)
- Should the account not be paid within this period, it will be regarded as in default.
- Interest may be charged on overdue amounts at a rate not exceeding 2% (two percent) per month, or such maximum rate as may be permitted in terms of the National Credit Act 34 of 2005, calculated from the date of default to date of payment.
- The practice reserves the right to charge reasonable default administration charges and collection costs in respect of overdue accounts, to the extent permitted by the National Credit Act 34 of 2005.
- Should the account remain unpaid for a period exceeding 90 (ninety) days from date of statement, the practice may, without further notice, hand the account over to a debt collection agency or attorney for recovery.
- The patient will be liable for all reasonable legal and collection costs incurred in the recovery of the debt, including attorney's fees on the scale as between attorney and client, to the extent permitted by the National Credit Act 34 of 2005.

It remains your responsibility to inform and update all personal and medical aid detail information with the practice and that you undertake to keep the practice regularly informed with regards with any changes on your contact details, benefits and list of dependents. Please note that the use of someone else's medical aid card with or without such a person's consent or knowledge constitutes fraud. This practice will report such instances to the medical aid concerned to protect the practice from being regarded as an accomplice in the fraud.

Medical Aid Escalation Processes: Should you have any queries or complaints, or perceive that you have been misinformed about your medical aid benefits, the suggested route for these to be lodged is the following: (1) Your Medical Scheme (2) Scheme Principal Officer (3) Council for Medical Schemes (CMS) at 012 431 0500 or visit www.medicalschemes.com

INDEMNITY & DISCLAIMER

The practice, or its employees, agents or representatives shall not in any way be liable for any loss, damage or injury of whatever nature (and arising from whatsoever cause) which may occur or be sustained by any person or property while on these premises. Entry to the premises is at the sole risk of the entrant.

Your attention is especially drawn to the fact that we have a SWIMMING POOL. Although covered, it remains your responsibility to keep yourself, your children and any person dependent on you for care, safe by keeping them away from the swimming pool.

Your attention is further drawn to the UNEVEN SURFACES outside, and the small slope between the reception and the waiting room. We ask that you take care at all times while on the property.

SICK CERTIFICATES

This practice will only provide sick certificates should the specific condition so warrant. If a diagnosis is provided on the sick certificate, the certificate will only be handed or emailed to you unless otherwise requested by you in writing. It remains your discretion to disclose your condition or diagnosis to your employer. If you or your employer is considering claiming for a disability, you may be required to disclose the nature and extent of such a disability to your employer and insurance company. Please note that our sick certificates are protected by a QR code which enables you or an employer to verify their authenticity.

MEDICINES FORMULARIES & SUBSTITUTION

The Medicines Act 101 of 1965 determines that a pharmacist may substitute a product that appears on a prescription with a generic equivalent provided that the substitution contains exactly the same amount of active substances taken in the same dosage and taken via the same route. No prescription may be substituted where the doctor indicates "no generic substitution" on your prescription. This law does not allow for therapeutic switches i.e. medicine in which the substances are not equivalent as described above although it may have the same or similar effect. If you have any questions in this regard, please speak to your doctor.

Should you experience any side effects of any nature, please contact the doctor immediately and bring along with package(s) and the medication(s) that you have been taking. Bear in mind that various medicines may interact with each other and you have the responsibility to inform the doctor of all the medication you are taking at each consultation or visit, as well as any allergies.

CANCELLATIONS & NO-SHOWS

Please note that this practice charges for no-shows. We fully understand that circumstances change and will not charge for cancelled appointments provided at least one hour's notice is provided. Cancellations with less than one hour's notice and no-shows will be charged for in full.

MEDIATION

In line with this practice's firm belief in the centrality of relationships and the importance of restoring relationships in the event of any conflict or breakdown, we have made it a precondition that in the event of any claim arising from the treatment of the patient or their dependents by Dr Gaunt or any member of her staff the claimant shall, prior to taking any legal action, promptly initiate a free and confidential pre-mediation meeting with an accredited mediator from the Mediation in Motion NPO.

AFTER-HOURS SERVICES AND BILLING

If you need a doctor outside of normal working hours, we will do my best to be available to help you. In the interests of being awake enough to see the next day's patients, please limit calls to things that really can't wait. Of course, some things just can't. If you have an immediately life-threatening emergency, you should rather call an ambulance or proceed immediately to Port Alfred Hospital. We do not generally provide medical advice via Whatsapp or email, but telephonic, in-person (preferably at the practice) and occasionally house-calls are possible. By phoning the practice after-hours and proceeding to seek medical advice, you are consenting to be billed for a telephonic consultation should you not need to be seen in person. Invoices will be submitted to medical aids for insured patients who are known to the practice. Uninsured patients, or patients who regularly attend another practice will be required to pay immediately and claim back from their medical aid, where relevant.

CONFIDENTIALITY & THE POPI ACT

Purpose

The purpose of this section of the contract is to set out how we collect, use, share and otherwise process your personal information, in a manner that is compliant, ethical, adheres to industry best practice and applicable protection of personal information legislation as enacted from time to time.

Definitions

"The Practice" refers to the medical practice of Dr Taryn Gaunt Inc., Practice number: 1127233, Address: 28 Masonic Street, Port Alfred.

“You” and “your” refers to you the patient and any of your dependents which may include your spouse, partner, children and other dependents as the case may be.

“Your personal information” refers to personal and special personal information about you and your dependents (as relevant). It includes information about race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the individual amongst other things. Thus, your personal information comprises information you may have given to us yourself or we may have collected from other sources (e.g. pathology laboratory). It may also include details of your medical treatment, medications, medical appointments, procedures and medical aid claims in the patient database and practice management system.

“Process(ing) (of) information” means the lawful and reasonable automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information to ensure that such processing is adequate, relevant and not excessive given the purpose for which it is processed.

“Competent person” means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a patient or dependent - for example a parent, legal guardian or a legal representative appointed by a court to manage the finances, property, or estate of another person unable to do so because of mental or physical incapacity.

How the practice will process and disclose your personal information and communicate with you

The Practice will keep your personal information confidential.

When you engage with the practice, you entrust it with personal information about yourself and, where applicable, your dependents. We are committed to protecting your right to privacy.

We have a duty to take all reasonably practicable steps to ensure your personal information is complete, accurate, not misleading and updated on a regular basis. To enable this, we will always endeavour to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third-party data sources.

You have the right to object to the processing of your personal information and have a choice whether or not to accept these terms and conditions. However, it is important to note that we require your acceptance to service you and your dependents’ medical treatment and care.

By submitting your dependents’ relevant personal information, you hereby confirm that you are duly authorised to share such information with us. We will furthermore process their information for the purposes and in the manner set out in this Privacy Statement.

You understand that from time to time the Practice may allow a computer specialist to access the patient database which carries your Personal Information for the purpose of updating or repairing the database. You give permission for such temporary sharing and access, on the understanding that the practice has signed Data Processing agreements with such third parties.

If you are giving consent for a person under 18 (a minor), you confirm that you are a competent person and that you have authority to give their consent on their behalf. If you share your personal information with any third parties, we will not be responsible for how they use this information nor be responsible for any loss suffered by you or your dependents (where applicable).

Your consent and acceptance

You understand and accept that the Practice may process your personal information. We will do so in a manner that complies with the law. We will process your information for the following purposes:

- for the provision of health care services to you and your dependents;
- for the administration of you and your dependents’ interactions with the Practice including but not limited to scheduling appointments, referrals to hospital and /or other healthcare professionals, procuring tests and diagnostic procedures, prescribing and dispensing medication, and the processing/payment of accounts, debt collection, etc;
- for claim submissions to your medical scheme (where applicable);
- for the provision of relevant information to a contracted third party who requires this information in order to provide a healthcare service to you or your dependents;

- to share your personal information with external health administrators, managed care providers and other healthcare practitioners for them to assess or evaluate certain clinical information, in the event that you are subject to such a clinical assessment:
- to communicate or report to any state regulatory or any other governance body on any matter relating to your personal information that we are by law obliged to communicate and report on.

Examples of when and how we will get and share your personal information include:

- Getting your personal information from other relevant sources, including other medical practitioners, contracted service providers.
- Transferring your personal information outside the borders of the Republic of South Africa where appropriate, for example to administer international emergency treatment.

If a third party asks the Practice for any of your personal information, we will share it with them only if:

- you have already given your consent for the disclosure of this information to that third party; or
- we have a legal or contractual duty to give the information to that third party.

The Practice will provide your personal information to any entity with whom you or your dependent/s already have a relationship; or where you or your dependent/s have applied for a product, service or benefit from such an entity. This information will be provided for the administration of you or your dependent/s products or benefits with such entities. This may include the disclosure of ICD-10 codes on prescriptions, referral letters, requests for special investigations (radiology, pathology, etc.) and in communication with your medical aid.

Your rights over your information

You have the right to ask us to update, correct or delete your personal information, unless the law requires us to keep it. Where we cannot delete your personal information, we will take all practical steps to de-personalise it.

Where this Practice is required by law to collect and keep personal information, we shall do so. At a minimum, this includes the following legislation:

- Medical Schemes Act, 1998
- The Consumer Protection Act, 2008
- The Protection of Personal Information Act, 2013
- Electronic Communications and Transactions Act, 2002
- Promotion of Access to Information Act, 2002

The Promotion of Access to Information Act (PAIA)

The PAIA was passed to give effect to the constitutional right, held by everyone in South Africa, of access to information which is held by the State or by another person and which is required for the exercise or protection of any right. Where a request is made in terms of PAIA, the body to which the request is made, is obliged to give access to the requested information, except where the Act expressly provides that the information may or must not be released. It is important to note that PAIA recognises certain limitations to the right of access to information, including, but not exclusively, limitations aimed at the reasonable protection of privacy, commercial confidentiality, and effective, efficient and good governance, and in a manner which balances that right with any other rights, including such rights contained in the Bill of Rights in the Constitution. The Protection of Personal Information Act (POPIA) was enacted in November 2013, to promote the protection of personal information processed by public and private bodies. POPIA amended certain provisions of PAIA, balancing the need for access to information against the need to ensure the protection of personal information.

We will take all reasonable steps to confirm your identity before providing details of your personal information in respect of a formal request for such information. We are entitled to charge a fee for this service and will let you know what it is at the time of your request.

Your right to complain

If you believe that this Practice has used your personal information contrary to this Privacy Statement, you have the right to lodge a complaint with the Information Regulator, under POPIA, but we encourage you to first contact the Practice to resolve the complaint.

If, thereafter, you feel that we have not resolved your complaint adequately, kindly contact The Information Regulator at: JD House | 27 Stiemens Street | Braamfontein | Johannesburg | 2001 or PO Box 31533 | Braamfontein | Johannesburg | 2017.

EMAIL DISCLAIMER

Signature of Patient / Main Member / Parent / Guardian

The following disclaimer applies to all email sent from our practice, whether or not a link is visible or functional:

This e-mail and any attachments are intended solely for the named addressee and may contain legally privileged and confidential information and / or copyright material of the Company or third parties. If you are not the intended recipient of this email (or such persons' authorised representative) then please notify the sender of this mail immediately by return email or telephone and delete this message from your system. Reading, printing, distribution, storing, commercializing or acting on this transmission or the information it contains without the necessary permission / consent constitutes an offence in terms of the Protection of Personal Information Act 4 of 2013. The Company respects your privacy and acknowledge that this e-mail may contain personal details, which may belong to you, others and/or to your company (personal information). By sending this email communication, you expressly give the Company consent to process the personal information which will be done in accordance with the Protection of Personal Information Act (4 of 2013) (POPI), The Company's POPIA policy. The views expressed in this e-mail are, unless otherwise stated, those of the sender and not those of the Company or its management. E-mails cannot be guaranteed to be secure or free of errors or viruses. No liability or responsibility is accepted for any interception, corruption, destruction, loss, late arrival or incompleteness of or tampering or interfering with any of the information contained in this e-mail or for its incorrect delivery or non-delivery or for its effect on any electronic device of the recipient.