

DR ANTHONY YIP INC
CARDIOLOGY PRACTICE INC
SUITE C28, LIFE FOURWAYS HOSPITAL,
CNR. CEDAR RD AND CEDAR AVE WEST
FOURWAYS
2055
MP NUMBER:0489603
PRACTICE NUMBER: 0210000246883

TERMS AND CONDITIONS AGREED TO BY PATIENTS / PARENTS AND LEGAL GUARDIANS

*Please ask us, at the practice if you, the patient, do not understand any of the clauses below.
1 copy to patient, 1 copy to Practice*

PRICING/FEES AND PAYMENT

1. Fees are set according to the following principles:
 - 1.1. This Practice bills according to a billing policy, a copy of the billing policy is available from reception and on our website www.dryipcardiology.com.
 - 1.2. The terms and tariffs applicable to medical scheme patients vary from scheme to scheme, and even from option to option (plan to plan). Please note that this practice is not contracted into any medical scheme and therefore the amount we charge will be different from the amount, which your medical scheme will reimburse. You have to obtain those details from your scheme. If you are concerned about the amounts, you have to talk to your scheme.
 - 1.3. **Our fees cover your Practice visit (i.e. the consultation, stress tests, ECG's etc) and any equipment or medicines used in the consultation.**
 - 1.4. 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 care. You have to discuss their fees with them.
2. Please note that the cost of healthcare sometimes depends on how your body reacts to treatments and/or operations. The law allows us to step in to save your life, or to prevent or reduce harm to you. We will charge for the costs of this.
3. **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**
4. By choosing the Practice, you –
 - 4.1. Consent to us submitting the account to your medical scheme. This does not mean that the scheme has received the account or that they accept liability for the account. Please confirm that with them.
 - 4.2. We do not submit accounts to medical schemes. For once-off consultations and procedures in rooms you have to pay us before you leave the practice after a consultation. For repeat-interventions and in hospital work, an account will be sent to you for payment, once paid you will be able to claim back from your medical scheme.
 - 4.3. Confirm that the person indicated on the practice form as belonging to the scheme as principal member or dependent, is indeed a member with a valid membership at the date of visiting the practice.

5. **You, if you are an adult, remain fully liable to settle the full account, irrespective of whether your scheme gave pre-authorisation or not.** This also applies if you are a dependent on someone else's medical scheme. In some cases, medical schemes will only pay a portion of the treatment costs, and there is then still a part 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.
6. 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.**
7. 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.
8. 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.

ON TIME OF PERFORMANCE OF SERVICE

9. Although we will do our best to render the services at the time we set, sometimes **a previous patient may require a longer time or an emergency has to get preferences.** By agreeing to our services, you agree to this uncertainty. We will, if possible, inform you if we run late.

COMPLAINTS & CONCERNS

10. The practice aims to ensure that all complaints and concerns are addressed appropriately and expeditiously. When visiting the practice and using the services and products offered, all patients / consumers and their accompanying persons will, in the case of any complaints or concerns, use the practice's complaints policy and form. Both the policy and form are available from www.dryipcadiology.com , and/or our reception staff. The practice urges all persons to use this avenue before taking any action at any external entity.

CONFIDENTIALITY

11. The Protection of Personal Information Act 4 of 2013, ("POPIA/The Act") and the Regulations promulgated thereunder give effect to the right to privacy provided by section 14 of the Bill of Rights of the Constitution of the Republic of South Africa 1996.

11.1. The Act and Regulations require the Information Officer of the responsible person(the practice) as defined under the Act to develop, implement, monitor and maintain a compliance framework, (Regulation 4 of Regulations published under GG number 42110 dated 14 December 2018).

11.2. The Practice has developed a Protection of Personal Information policy in order to comply with the aforesaid requirements and to further demonstrate commitment to the spirit of the POPI Act in respecting the rights of Data Subjects (patients) to have their Personal Information protected as set out in the Act.

11.3. This document constitutes a contractual agreement by the practice to protect all personal information and keep it in its confidence and applies to all employees of The Practice and anyone who may process Personal Information for and on behalf of The Practice.

- 11.4. The Practice Protection of Personal Information policy applies to all situations and business processes where Personal Information is processed, more importantly where such information may be made accessible to third parties. This policy must be read together with the Practice's PAIA Manual and is accessible to all data subjects(patients). You may contact the information officer of the practice, Dr Anthony Yip, at dryippractice@gmail.com or (011)8751760, concerning any queries concerning the handling of your personal information.
- 11.5. All Processing of Personal Information must be done after a written and signed consent in a form developed and approved form by The Practice, has been received from the Data Subject. Where there is a legal requirement to disclose Personal Information to authorities, and consent is not required by law, the Data Subject must still be notified of such disclosure, unless the Applicable Law provides otherwise.
- 11.6. We will use your information only in relation to your healthcare. In general, we keep all your information confidential, also when you are a child over the age of 12. **We can only release information with your written consent**, even if a family member requests the information. Please provide us with that consent if you want us to be able to disclose certain information to your family.
12. The following special cases exist where the law compels us to disclose your personal information and by agreeing to our services, you acknowledge this legal duty that we have to disclose:
- 12.1. To your medical scheme: a diagnostic code and details of the treatment and/or operation, so that the scheme can evaluate whether it falls within your benefits.
- 12.2. To the Compensation Commission or the Road Accident Fund, if you want to claim from them in cases of work-related illness or injury, or in the case of a motor-vehicle accident, all details they require of us.
- 12.3. To referring healthcare professionals others involved in your care: Information that is necessary and in your best interest will be shared with such healthcare professionals in terms of the National Health Act.
13. We keep and may use and/or sell anonymised information (i.e., without your name, identity number or address) to companies who collect this data to track trends in healthcare services.
14. Some medical schemes provide all information on all the dependents on a scheme to the principal (main) member. We do not accept liability for any personal information that is disclosed as a result and you should direct queries on this to the medical scheme you belong to.

EMAIL/COMMUNICATION POLICY

15. Please note that this Practice does not in general provide healthcare information via telephone conversations; SMS's, WhatsApp messages, emails or other electronic communications, ("electronic communication"). However, if you do make use of email to obtain healthcare advice or information, we are happy to respond to your query, but in order for us to do so via email, SMS, WhatsApp or other electronic communications, please note the following:
- 15.1. If we do reply, our reply is limited to the information provided by you. We cannot be held liable for undisclosed information or factors unknown to us.
- 15.2. Email and other electronic communication, is by its very nature never totally secure and we cannot guarantee the confidentiality of emails when it passes through internet systems, neither can we provide a confidentiality guarantee as to who may access the recipient's email account. There is a risk that your health information and other sensitive or confidential information that may be contained in such email or other

electronic communication may be misdirected, disclosed to or intercepted by, unauthorised third parties. We will use the minimum necessary amount of health information to respond to your query.

- 15.3. You acknowledge that you have read and fully understand and accept the risks, limitations, conditions of use, associated with the use of electronic communication;
- 15.4. You acknowledge and understand that despite recommendations that encryption software be used as a security mechanism for electronic communications, it is possible that communications with the Practice or the Practice staff using the electronic communication may not be encrypted. Despite this, you agree to communicate with the Practice or the Practice staff using electronic communication with a full understanding of the risk.
- 15.5. You acknowledge that either you or the Practice may, at any time, withdraw the option of communicating electronically upon providing written notice.
- 15.6. By your signature below, you hereby give us your consent to use electronic communication and hold us harmless for any loss or damage as a result of such manner of communication.

PURPOSE AND NATURE OF HEALTHCARE

16. **You confirm that you understand that in healthcare results cannot be guaranteed.** Results also depend on how one's body reacts to the treatment and/or operations.
17. **You confirm that you understand that your own behaviour 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. _____(initial)

CHILDREN AND HEALTHCARE

18. **You confirm that you understand that, as a parent or legal guardian, you are legally liable to cover the cost of your child's healthcare,** even if the Children's Act allows the child to provide consent to treatment without your my consent (children 12 – 18 years who understand the implications of the treatment). You also confirm that you understand that there is a special legal dispensation and forms that must be used in cases of operations on children.

EQUIPMENT, DEVICES AND MEDICINES (“GOODS”) WE USE

19. If we have to substitute a medicine or device with another one, we will obtain your consent for that. If this is however not possible when you are in theatre, but we will inform you of that afterwards. In theatre we will only substitute if necessary, such as when certain goods are not available, or are not working for your specific requirements.]. If you are offered a substitution at a pharmacy level, ask the pharmacist whether such substitution would be in your best interest, or ask us at the practice. Remember that the law only allows for generic substitution (the same molecule) and does not permit therapeutic substitution (another molecule).
20. Pharmacy- and health legislation prevents us from taking back any medicines or equipment we have provided to you. We can also not refund you in these circumstances.
21. If there is a proven quality or performance fault with the goods, we will contact the supplier, who will deal with the matter. They will decide on whether a repair, refund or replacement would be provided. Note that each manufacturer may have its own rules in this regard. In general, if you have made changes to the goods, you may invalidate any warranty.

SICK NOTES

22. The Practice will only provide sick certificates should the specific condition so warrant. Sick certificates will only be given to the patient and no other third party unless written permission is given by the Patient. It remains your choice as to whether or not you wish to disclose your condition to your employer, unless the disclosure is required in order to claim a disability, etc. A diagnosis will only be added to the certificate with your written consent.

PATIENT DUTIES

23. By using the services of this Practice, you must **adhere to the rules** of the Practice and/or **any instructions** given to you by the staff or healthcare professionals. You and/or your family or other persons that use the services of this Practice should not harass the healthcare professionals and staff. They must be treated with respect. If not, we are allowed, by law to refuse to treat-or to continue to treat you or your children. In such cases we will refer you to another Practice.

PATIENT / CLIENT / CONSUMER DUTIES (NATIONAL HEALTH ACT, 2003)

24. **You must adhere to the rules of the Practice and any instructions given to you by staff or healthcare professionals.**

25. **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 everything and are fine with everything.**

26. You and/or your family or other persons that come to the Practice should not harass the healthcare professionals and staff. They must be treated with respect. If not, we are allowed by law to refuse to treat- or to continue to treat you or your children. In such cases we will refer you to another Practice.

Signature of patient / parent / guardian
confirming that s/he understood and agrees to the above terms and conditions

Date

Signature: Witness