

Happy Kids Paediatrics Practice Policy

This is the practice policy of Dr. Lakshinie Gunasiri, operating as Happy Kids Paediatrics Dreams Unlimited Victoria Pty Ltd Trustee for Happy Kids Trust t/a Happy Kids Paediatrics (ABN 43 149 881 559).

These terms and conditions ("**Terms**") will govern the delivery of paediatric services provided by Happy Kids Paediatrics (the "**Practice**"). If you do not accept these terms and conditions, the Practice cannot provide paediatric services to your child. You need to ensure you review the Terms from time to time. We reserve the right to change these Terms at any time without notice to you. The amended Terms will then take effect from the next time you request an appointment for paediatric services from the Practice.

1. Interpretation and Definitions

"**AHPRA**" means Australian Health Practitioner Regulation Agency.

"**Content**" means any and all material, links, words, video, photographs and images that we publish on this Website.

"**HealthDirect**" means the mobile app which is downloadable via the Apple App Store or the Google Play store, which is a private and secure video call for Patients with a pre-arranged appointment.

"**health information**" has the same meaning as set out in the *Privacy Act 1988* (Cth).

"**HotDoc App**" means the mobile app which is downloadable via the Apple App Store or the Google Play store, which allows you to book medical appointments online.

"**Materials**" means any videos, literature, written documents, questionnaires, email content, or other material which may be required to assist and enable the Services to be performed.

"**My Health Records**" means the database of health information operated by the Australian Digital Health Agency on behalf of the Australian Government.

"**personal information**" has the same meaning as set out in the *Privacy Act 1988* (Cth) and includes your name, mobile phone number, email and residential address details.

"**Patient**" means a child receiving medical treatment and care.

"**Patient Records**" means the records of Patients who receive medical treatment as part of the Services.

"**Practice Manager**" means any person engaged by the Practice to carry out the administration and management functions for the day-to-day operations of the Practice.

"**Practice Personnel**" means Dr. Lakshinie Gunasiri and any paediatrician or medical practitioner registered with the Medical Board of Australia and any medical practitioner or nurse registered with AHPRA who is engaged by the Practice to provide any ancillary health services, including assessing, maintaining, improving or managing a Patient's health.

"**Services**" means the paediatric services and ancillary medical services provided by the Practice.

"**you**" (and related grammatical terms such as "**your**") means any parent or legal guardian of a child who registers a child with the Practice for the delivery of Services by the Practice Personnel.

"**Website**" means the Happy Kids Paediatrics website which is located at happykids paediatrics.com.au

"**we**", "**us**" or "**our**" is a reference to the Practice.

2. Services

- 2.1 Our Practice offers and provides paediatric services to your child. You acknowledge and agree that the Practice does not provide hospital care and will not admit or treat, any Patient at any hospital should a Patient need hospitalisation. However, Practice Personnel will work to communicate with hospital staff and specialists to coordinate health care and will provide post-hospital medical care and treatment as part of the Services. You are requested to provide the Practice with any medical reports provided to you by the treating hospital of the Patient.
- 2.2 You acknowledge that you understand that the Services rendered by the Practice are not intended to be a substitute for emergency care or treatment. If you believe your child is in need of emergency care or treatment, you should always seek care from your local children's hospital or general hospital and/or call 000, or 112 (only on a digital phone), for an ambulance so that your child can receive emergency medical services.
- 2.3 To the extent that any Patient requires medical treatment or care not provided by the Practice, we will refer you to another health care provider and/or assist you in finding a provider and will work with the provider of your choosing to coordinate and ensure the appropriate transfer of Patient care, including providing him/her with copies of any relevant Patient Records.
- 2.4 We will, at all times, provide your child with paediatric care and medical services in a convenient and professional manner. In that regard, we will make every effort to attend to the health care needs of Patients as quickly as possible.
- 2.5 You acknowledge that in order for the Practice Personnel to effectively and efficiently deliver the Services to you at the appointment, the Practice Personnel needs to:
 - 2.5.1 Receive the full medical history of your child, including previous medical test results, reports from specialists, as well as assessment, treatment or therapy reports from school counsellors, psychologists, or allied health practitioners, so that we may properly assess, diagnose, treat and be proactive in attending to the healthcare needs and treatment of your child; and
 - 2.5.2 Access the My Health Records of your child to obtain any necessary medication and medical history.
- 2.6 You give permission to the Practice and, the Practice Personnel to provide medical treatment and care for your child. You may withdraw this consent at any time by no longer seeking medical treatment and care from the Practice.

3. How you make appointments

- 3.1 Appointments can be made over the phone by calling us.
- 3.2 Appointments for existing Patients can also be made at the end of your appointment or by calling on the phone.
- 3.3 Missed or cancelled appointments at short notice interfere with the ability of Practice Personnel to attend to the needs of other Patients. Please notify our receptionists if you cannot make your appointment in time so that other Patients can be offered the appointment, otherwise you may be charged a missed appointment fee for the total cost of the booked appointment.

4. Appointments at the Practice, telehealth and video consultations

- 4.1 Appointments will only be available during the working hours of the Practice and are subject to availability of Practice Personnel - see the Practice webpage for the most up-to-date statement of the working hours of the Practice.
- 4.2 During the current Coronavirus Covid-19 outbreak, and during any future epidemics or pandemics, the Practice may implement policies to limit the risk of the spread of infection, including by restricting face-to-face consultations for those deemed by the Practice

Personnel as being absolutely necessary, and with consultations being carried out using telehealth appointments or video consultations using HealthDirect.

- 4.3 Telehealth appointments or video consultations are usually privately charged. The Practice Personnel will discuss this with you at the beginning of the consultation.
- 4.4 The Practice offers telehealth and video appointments. Please note the Practice Personnel will call you at the nominated appointment time or as close to this time as possible. Please be available to take the call and be in a private, quiet area. The call may be from a "NO CALLER ID" telephone.
- 4.5 Medicare rules limit the availability of video consultations with existing Patients if they have had a face-to-face appointment at least once in the preceding 12 months.
- 4.6 Medicare rebates for telehealth video consultations are available to Patients from remote and regional areas, as well as Patients of Aboriginal health services anywhere in Australia. If you fall into one of these categories and are privately billed, you will be eligible for a Medicare rebate.
- 4.7 We do not record telehealth appointments or video consultations and we do not give you permission to make a recording of a telehealth appointments or video consultations. If there is a special need to make a recording written permission to make the recording must be obtained from all participants in the telehealth appointment or video consultation.

5. How will payments be managed

- 5.1 *Billing protocol:* It is important that you understand that the Services provided to you by the Practice will not be bulk billed to Medicare. The Practice is a private billing practice. Consultation fees for each type of appointment are available for review at the offices of the Practice.
- 5.2 The consultation fees are the indicative price of the Services based upon the length of time you and your child are in with the Practice Personnel. However, if multiple or complex issues are discussed, a higher fee may be charged. The Practice Personnel will discuss with you the cost of any procedures at the time of your consultation.
- 5.3 *Invoicing and payment of fees:* Fees are payable at the time of consultation by either cash, EFTPOS, Visa, Mastercard or American Express. After each appointment for medical services, you will be provided with a patient account for the consultation, and you claim the appropriate portion of the schedule fee back through Medicare and Medicare will deposit the applicable rebate in your bank account (or as registered with Medicare).
- 5.4 *Medicare Rebates – Online Medicare Claiming:* For your convenience, we can transmit your request for Medicare rebate electronically, eliminating the need to lodge your claim at a Medicare office. Please ensure you have updated your bank details with Medicare and your address details are correct.
- 5.5 Consultations from medical practitioners with a valid referral attract a Medicare rebate. Consultations with allied health practitioners under an appropriate Medicare plan also attract Medicare Rebates. Some consultations are also eligible for rebates or refunds by private health funds or government funded health programs, such as the Helping Children with Autism, Better Start for Children with Disabilities, and the National Disability Insurance Scheme. Please inquire with your private health insurer or with Medicare for your eligibility for refunds or rebates of consultation fees.

6. Clinical treatment of Patients

- 6.1 *Patient Records:* Ownership and legal title to all Patient Records created as part of the Services will vest on creation and remain with the Practice.

- 6.2 *Consent to treatment:* The Practice and the Practice Personnel will comply with all statutes, regulations and legal rules regarding the obtaining of informed consent to treat any Patient, or regarding the authority of a medical practitioner to treat a child in an emergency.
- 6.3 *Professional judgment:* You acknowledge that Practice Personnel may exercise their own professional judgment and discretion at any time, in respect of:
- (a) the Services provided;
 - (b) the referral of Patients to specialists or to other medical practitioners; or
 - (c) the use of ancillary medical services including, without limitation, pathology and diagnostic imaging services.

7. Sharing of clinical information and shared decision making where parents are separated

- 7.1 We believe that the best interests of children are served where there is open communication and shared decision making regarding a child's health treatment and care. This responsibility of parents, step-parents, legal guardians and caregivers is even more important in instances where the parents of the child are separated. When one parent makes an appointment, it is the responsibility of this parent to communicate all information about the appointment to the other parent and any legal guardians or caregivers of the child. We acknowledge that orders of the Family Court may determine issues as to consent to a child's health treatment and care.
- 7.2 The Practice should be informed as to any orders of the Family Court that are relevant to the consent to a child's health treatment and care and any medical interventions, treatments or care programs.
- 7.3 As a parent or legal guardian of any child being treated by the Practice and the Practice Personnel, you:
- (a) must fully inform the Practice and the Practice Personnel about any court orders about the custody and medical care or treatment of any child that is a Patient of the Practice; and
 - (b) warrant that at the time you provide your consent to the treatment of any child, to your knowledge, there are no court orders in place that limit, restrict or prevent you from providing consent to the treatment of any child that is a Patient of the Practice.
- 7.4 The Practice will deliver letters, medical reports and the results of any medical tests obtained by the Practice to a child's general practitioner, which can also be shared with one or both parents or any legal guardians (as appropriate).

8. The Website

- 8.1 The Website is not intended as a substitute for medical consultation and medical advice. We recommend you arrange a consultation with a medical practitioner should you have any concerns related to the health of your child.
- 8.2 Through this Website you are able to link to other websites. We have no control over the contents of those websites. The inclusion of any links on our Website does not necessarily imply that we recommend or endorse the views expressed on any linked websites.
- 8.3 This Website uses third party vendors and hosting partners to provide the necessary software, hardware, payment services and data storage.
- 8.4 We make no warranty that the Website will be available on an uninterrupted, secure or error-free basis. We will use our best endeavours to ensure the information and materials on this Website up to date, accurate and complete and that this Website is always available and virus free, however from time-to-time, and in some instances, this may not be the case as it may be out of our immediate control.

9. Website disclaimer

- 9.1 While the information on this Website has been researched, reviewed and presented with all due care, the content is provided for general education and information only.
- 9.2 While we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability or suitability for any purpose of information, products, services referred to or contained on the Website.

10. Termination of this Agreement

- 10.1 You may terminate your use of the Services at any time by notifying the Practice of your intention to stop attending the Practice for medical services for your child.
- 10.2 The Practice may terminate this agreement, for any reason, by giving you fourteen (14) days prior written notice of its intent to cancel this agreement and terminate the doctor-patient relationship.
- 10.3 In the event of termination of this agreement, the Practice will assist you in the transfer of:
- 10.3.1 the medical care and treatment for your child to the paediatrician or medical practitioner of your choosing; and
 - 10.3.2 the Patient Records that are necessary for the paediatrician or medical practitioner of your choosing to provide medical treatment and care for your child.

11. Notices

Any notice required to be provided to you under this agreement will be delivered to the most recent residential address or email address on your file at the Practice. Any notice that you may be required to provide under this agreement may be delivered to the office of the Practice or to the email address of the Practice that is published on the Website.

12. Amendment and Severability

No amendment of this agreement shall be binding unless made in writing and signed by all parties. If for any reason any provision of this agreement is deemed by a court of law to be legally invalid or unenforceable, the validity of the remaining provisions shall not be affected, and the agreement shall be considered modified and amended to the extent necessary to comply with the law.

13. Entire Agreement

These Terms contains the entire agreement between the parties and supersedes all prior oral or written agreements or understandings between the parties with respect to the subject matter of this agreement.

14. Governing Law

This agreement shall be governed by the laws of the State of Victoria and the courts of the State of Victoria will have the exclusive jurisdiction to determine any disputes between the parties.

These terms and conditions were last modified on 5 May 2024 and are effective from that date.