

ZULULAND ORTHOPAEDIC SURGEONS



GENERAL TERMS AND CONDITIONS APPLICABLE TO PERSONS JOINING THIS PRACTICE AS PATIENTS

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 need/seek, and other factors such as your medical scheme cover.

This serves as a binding contract between you, the patient, and the above practitioner. You may only sign on behalf of yourself or your dependents under the age of 18 years or authorised 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 are obliged 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 diagnostics 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 anaesthesiologist, physiotherapists, etc) also boom involved in your care and management, you are required 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 medical treatment from the age of 12 years. Patterns/guardians are however required by law to cover the expenses incurred for the healthcare of their children. Doctors are obliged to guard the healthcare information of these children and 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.

WHAT DOES YOUR MEDICAL AID COVER?

In the current medical aid market environment, patients are purchasing lower cost medical aid plans with restrictive limits on treatment with less benefits, medicine restrictions, limited hospitalisation and surgery cover, public hospital as providers of pre-determined treatment and surgical procedures and restrictions on access to doctors.

Did you know that private medical practitioners might charge more than what your Medical Aid may be prepared to pay for their services? Gap Cover is an important consideration in South Africa, where private healthcare rates, and medical inflation, often increase faster than other household expenses, and could become unaffordable. Medical Aid Gap Cover covers the gap between what a health practitioner charges and the amount your Medical Aid is willing to pay.

Don't put yourself at risk of being in need of financial assistance, should your Medical Aid not cover all your healthcare costs.

Your treatment, financial costs and quality of your professional care can be severely affected by the type of medical plan you belong to and the generalisation of statements such as "100% cover" by your medical aid or may not correspond with all the aspects of treatment you may require. These limitations often prove problematic for your doctor as the right to obtain the necessary professional medical care that meets an acceptable standard is being influenced by your choice of medical aid cover.

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 per-authorisation process, 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.

Ascertain the exact amounts your scheme provides for in terms of consultations, procedures, assistants as well as what your medical aid will pay and not pay for. Where a Designated Service Provider has been appointed by your medical aid, it remains your responsibility to be cognisant of this and to bear responsibility for any restrictions that may follow (either medically or financially) when consulting a non designated doctor or facility.

With ever increasing intervention from your medical scheme, please be aware that this practice will not allow a medical scheme to violate the doctor's professional and clinical independence.

Where a medical aid or its advisors intervene to overrule your doctors preferred diagnostic approach or treatment, your doctor assumes no responsibility for consequent adverse outcomes. You may be asked to assume responsibility to the medical aid and it's medical advisors in the event of complications.

PRE-AUTHORISATIONS

In the event that hospitalisation is required, it remains your responsibility to ensure that the planned treatment is covered by your medical aid and that the necessary finances are put in place to cover the non-insured costs. If pre-authorisation is required for any intervention, it also remains your responsibility to furnish the practice with the relevant information and authoritative numbers. The practice may assist you in this processes dependant on the individual practice policy. 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 above instances.

SETTLING OF ACCOUNTS AND 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 personal can inform you if the practice has an agreed policy in place with your medical aid at your request.

This practice reserves the right to claim directly from you in which case you will be provided with a detailed invoice that is payable to the practice within 30 days from date of service. You have the prerogative to claim this back from your medical aid. This practice submits accounts subject to the National Credit Act, The Consumer Protection Act, the Medical Schemes Act and the guidelines as published by the HPCSA.

This practice reserves the right to charge a service fee for any credit given in terms of the provisions of the National Credit Act, Act No. 34 of 2005. In terms of section 101(1)(c), an initial per transaction service fee may be charged on the transactions for which a credit amount is provided and thereafter on monthly basis for each month a credit balance remains. In terms of section 101(1)(d), interest may be charged on the account for each month the credit amount is not paid by you. Where legal action is instigated for the recuperation of costs for services rendered or goods provided in terms and associated with the rendered service by this practice then in terms of section 101(1)(g) collection costs may be imposed to the extent permitted by part C of Chapter 6 of the National Credit Act, Act no34 of 2005.

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 these applicable laws will be provided, subject to its own terms and conditions. This will be discussed with you at every visit or treatment event to the practice. 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.

You (your parent/guardian) remain at all times liable for the account for services rendered by this practice even if you are insured by a medical aid or a third party. This agreement does not preclude the practice from taking all reasonable and practical steps to recover any outstanding amounts. The practice, as mentioned earlier, reserves the right to charge interest on your outstanding accounts due from date of service up to maximum interest allowed for in terms of section 2 of the Prescribed Rate of Interest Act.

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 dependants. Please note that the use of someone else's medical aid card with or without their consent or knowledge constitutes fraud. This practice will report such instances to the medical aid concerned to protect the practice from being regraded as a co-operative in the fraud.

MEDICINE FORMULARIES AND SUBSTITUTION MEDICINE

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.

The Medicines Control Council (MCC) has issued guidelines on circumstances under which substitution is not allowed. Should you have any queries in this regard, please do not hesitate to contact the doctor. Should a substitution take place at pharmacy level, you are entitled to enquire as to the nature of such substitution (generic or therapeutic) and may request that your prescribing doctor be contacted so as to enquire whether it would be in order to substitute the prescribed medicine.

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 medicine 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.

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 faxed to you unless otherwise requested by you in writing. It remains your discretion to disclose your condition or diagnosis to 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.

CONFIDENTIALITY

All information handled by this practice is regarded and treated as strictly confidential by the doctor and the practice staff. Should you belong to a medical aid and the medical aid forwards such an account to the principle member of the medical aid, confidentiality may be compromised as legislation compels this practice to provide certain information to the medical aid on accounts. Failure to submit the correct codes might lead to claims being paid incorrectly or not paid at all. Regulation 5(f) of the Medical Schemes Act (published in the Government gazette no 20556 on October 20th, 1999) states that an account to a medical aid must contain the relevant diagnosis.

This must be submitted as an ICD-10 diagnostic code. It has become necessary to disclose these ICD-10 codes on prescriptions, referral letters, request for special investigations (radiology, pathology, etc)

In the event that a practice or its administrator approaches this practice with a request for confidential information and uncertainty exists over the soundness of the required confidentiality processes that has to be in place, the doctor will insist to follow the standard operating procedure as legislated in the Access to Information Act and its equivalent Acts or rules.

Your de-identified information may be used for epidemiological, research or practice business planning and may be passed on in a de-identified format to 3rd parties for further processing. For accurate health care planning, it is important that as much as required information is included in these types of analyses and that your participation in this regard is highly appreciated.

Please tick the appropriate boxes:

- I wish to join the abase that will be used to provide me with practice updates/training/disease education/information services.
- I understand the implication and agree to, where appropriate, the doctor and practice disclosing my ICD-10 diagnosis code(s) under the conditions described above.
- I understand the implications and request that the doctor does not disclose the specifics of my diagnosis. The doctor should use ICD-10 code U98.0 (Patient refusing to disclose clinical information).

SIGNATURES

I hereby acknowledge that I have read and understood the above information prior to having signed and that all information submitted by me is true and correct. I understand that I am under a continuing obligation to advise this practice/practitioner of any changes 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. This contract is subject to the provisions of the National Credit Act and the HPCSA ethical rules.

I understand that this contract constitutes part off terms and conditions under which professional services will be rendered, in compliance with the Consumer Protection Act.

NAME: Patient / Main Member / Parent / Guardian

ID NUMBER: Patient / Main Member / Parent / Guardian

SIGNATURE: Patient / Main Member / Parent / Guardian

DATE: of signature

List of Dependants covered by this agreement

Name	Date of Birth

PLEASE NOTE: This practice will charge Medical Aid rates only for the medical aids it has been contracted in with. This means you may be responsible for any shortfall not covered by your medical aid. (You can inquire from practice staff which Medical Aids are applicable.)