Practice info:
Dr Neels Nothnagel
DR THYS ENGELBRECHT AND PARTNERS INCORPORATED
0460000274925
50 George Storrar Drive
Groenkloof, Pretoria

SpesNet

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 patient, and the practice. You may only sign on behalf of yourself or your dependants under the age of 18 years or authorised dependants. For patients 18 years and older registered as dependants on a medical aid benefit option, a separate patient-practice contract with an individual signature may be required as your binding contract with the practice. Failing the completion of such a separate contract, the signatory of this contract accepts full responsibility of all beneficiaries on his / her medical aid.

YOUR HEALTHCARE IS IMPORTANT TO US

Informed consent would be required by you for any treatment or procedure performed by the healthcare professional/s of the practice. The practice is obligated, by your individual rights, to discuss the clinical aspects, financial implications pertaining to your health status, the diagnostic process, as well as the different treatment options available to you. You have the right to withdraw your informed consent at any stage and refuse any advised medical care. Should your treatment include a referral to other healthcare professionals you are required to provide informed consent to their respective treatment and professional fee policies. You hereby provide consent for the exchange of personal and clinical information between all relevant or referred healthcare professionals, medical schemes, and their administrators or appointed managed care organisations.

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. Healthcare professionals should safe-guard any healthcare information obtained from these children, keep it confidential and only disclose information subject to the child's consent. Please request the practice management staff to provide examples of these conditions, should you require any further information.

WHAT DOES YOUR MEDICAL AID COVER?

In the current medical aid environment, patients may purchase lower cost medical aid benefit options with restrictions on treatment and medicine, fewer benefits, limited hospitalisation and restricted surgical cover. In addition, medical aids often appoint public hospitals as their designated service providers.

Your treatment, healthcare 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. Often these statements may not correspond with all aspects of treatment you may require. These limitations often prove to be problematic for your healthcare professional, as your right to access to acceptable and appropriate medical care and management is often influenced by your choice of 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. It is important that you know your benefit status with regard to the extent of your healthcare cover. Also ensure that you familiarise yourself with referral restrictions, savings account balances,

Billing Policy

registration and pre-authorisation processes, waiting periods and other requirements. The Medical Schemes Act 131 of 1998 and its regulations entitle members of a medical scheme to comprehensive information on their benefits and limitations of their plan.

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.

PRE AUTHORISATIONS

If pre-authorisation is required for any medical procedure or treatment, it remains your responsibility to ensure that the planned treatment is covered by your medical aid. It is also imperative to ensure that the necessary finances are put in place to cover the non-insured costs. It also remains your responsibility to furnish the practice with the relevant information and authorisation numbers. The practice may assist you with this process, dependent on the individual medical aid's terms and conditions. Where your medical aid questions any aspect of your treatment, your healthcare professional may submit a letter of motivation to the medical aid and insist on a peer-to-peer discussion if appropriate

SETTLING OF ACCOUNTS AND CO PAYMENTS

To avoid confusion regarding payment policies and to maintain the professional healthcare standards of the practice, you can be provided with the current practice payment options and policies. Accounts will not be rendered for services not delivered, neither will accounts be delivered to someone who did not receive the service or someone legally entitled to such account. The practice staff can inform you should the practice have any arrangements in place with your medical aid.

The practice reserves the right to claim directly from you in which case you will be provided with a detailed invoice that is payable within 30 days from date of service. You have the option to claim this back from your medical aid should you wish to do so. The practice actions all accounts subject to the National Credit Act, The Consumer Protection Act, the Medical Schemes Act and the Protection of Personal Information (POPI) Act.

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. Due to the billing policy, a co-payment may have to be levied by the medical aid or the practice.

You (or your parent / guardian) remain liable for the account at all times, for services rendered by the practice even if you are insured by a medical aid

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or any other third party. This contract does not prevent the practice from taking all reasonable and practical steps to recover any outstanding amounts from any obligated party. The practice reserves the right to charge interest on your outstanding account that are due from date of service up to maximum interest allowed, 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 information with the practice and to keep the practice regularly informed with regard to any changes on your contact details, benefits and list of dependants. Please note 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.

The practice reserves the right to charge a service fee for any credit given in terms of the provisions of the National Credit Act No. 34 of 2005. In terms of section 101 (1) (c), an initial service fee per transaction may be charged for each credit amount.

Thereafter this fee may be charged on a monthly basis for each month the 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 recovery of costs for services rendered or goods provided, collection costs may be imposed to the extent permitted by Part C of Chapter 6 of the National Credit Act No. 34 of 2005. 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 No. 34 of 2005.

SICK CERTIFICATES

The practice will only provide sick certificates should the specific condition warrant such a certificate. If a diagnosis is provided on the sick certificate, the certificate will be handed only to you, unless otherwise specified by you in writing. Discretion in disclosing your condition or diagnosis to your employer remains with you. If you or your employer considers claiming for a disability, you may be required to disclose the nature and extent of such a disability to your employer, insurance company and / or other third party, where applicable.

CONFIDENTIALITY

All information handled by the practice is regarded and treated as strictly confidential by the healthcare professional 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. Legislation compels the practice to provide certain information to the medical aid on the accounts. Failure to submit the correct codes might lead to the claim being incorrectly paid or rejected. 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 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 the Promotion of Access to information Act (PAIA) and / or its equivalent Acts and rules. Requests for access to information kept by the practice can be lodged to the information officer in accordance with PAIA.

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 third parties for further processing. For accurate health care planning, it is important that adequate information is included in these types of analyses. Your participation in this regard is highly appreciated.

Please tick the appropriate box (es):

☐ 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.

☐ I wish to join the database that will be used to provide me with practice updates/training/disease education/information services.

SIGNATURES

I hereby acknowledge that I have read and understood the above information.
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 / 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, Protection of Personal Information (POPI) Act and the HPCSA ethical rules.
I understand that this contract constitutes a part of the terms and conditions under which professional services will be rendered, in compliance with the Consumer Protection as well as the Protection of Personal Information Act.

Patient / Main Member / Parent / Guardian name

Patient / Main Member / Parent / Guardian ID Number

Patient/Main Member/Parent/ Guardian Signature

Date of Signature

List of Dependants covered by this contract:

Name of dependant	Date of Birth

Medical Aid Escalation Processes: Should you have any queries or complaints, or perceive that you have been misinformed with regard to your medical aid benefits, the suggested route for these to be lodged is the following:
1. Medical Scheme
2. Principal Officer
3. Council for Medical Schemes (CMS) at 0861 123 267 or visit www.medicalschemes.com

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