



Dr. Nina du Toit

MBChB, FCORL (SA), Mmed (ORL)(SMU)

Ear, Nose and Throat Specialist | Oor-, Neus-, en Keelspesialis

Pr. No. 0877123 MP 0732150

PRACTICE TERMS AND CONDITIONS

These terms and conditions set the basis upon which, the Practice and Patient or parents and legal guardians of patients and the Practice will conduct their relationship.

By your signature to these Terms and Conditions, you accept that you have read the document in its totality, that you understand the contents and that you have been given an opportunity to ask questions, which have been answered to your satisfaction.

PAYMENT OF PRACTICE FEES

1. The Practice bills according to the following terms:

- 1.1 This practice charges private rates recommended by the ENT Society of South Africa and is not contracted in with medical aids. Out of hospital rates are 165% and in hospital rates are 217%. Medical aids base their individual scheme rates (what they refer to as their 100%) on the National Health Reference Price List (NHRPL). The NHRPL was decided upon by the Department of Health and has not been increased since 2006. It does not correlate with the true costs of running a practice and has been estimated at least 3 times lower than required.
- 1.2 This Practice requires payment of consultation fees in the rooms by credit or debit card. No cash is accepted. First consultation is billed at R1100 and follow ups at R750. An invoice and receipt will be emailed to you which you can use to claim back from your medical scheme.
- 1.3 The consultation fees do not include any procedures or special investigations done in the consulting room. These will be charged separately at 165% and can be paid in the rooms or sent to the medical aid on behalf of the patient. In case of the medical aid not reimbursing the outstanding amount, the patient is responsible for payment thereof.
- 1.4 This Practice submits in-hospital claims directly to various medical schemes. However, you remain liable for payment should your medical scheme refuse to pay for any part of the account or all of the account.
- 1.5 By your signature hereto you agree that the Practice may submit accounts to your medical scheme on your behalf or on the behalf of a dependant member. Should you not want the Practice to submit the claim to the medical scheme, kindly let the Practice know.
- 1.6 You are liable to provide us with all the correct information for the Practice to submit your claim to your medical scheme. If this information is incomplete or inaccurate, we may not be able to process your claim and you will need to pay the Practice directly for the services which they have provided. You undertake to notify the practice of any change in my indicated address, contact details or medical scheme details.
- 1.7 The terms and tariffs applicable to medical scheme patients vary from scheme to scheme, and even from option to option (plan to plan). You must obtain those details from your scheme. If you are concerned about the amounts, you must talk to your scheme. You acknowledge that the fees charged by the practice may be different from the benefits to be paid by the medical scheme, and you accept responsibility for any co- payment resulting from the difference between these two amounts.

- 1.8 It is your responsibility to obtain pre-authorization from your medical scheme for any appointment at this Practice or for any treatment or procedures which will be performed by a doctor of this practice. You understand that pre-authorization is never a guarantee of payment and that should your Medical Scheme not cover any pre-authorized appointment, treatment, or procedure, for whatever reason, you will be liable for this amount.
- 1.9 If your Medical Scheme fails to settle our invoices (or any part of them) the Practice will assume that the outstanding amount will not be paid by your Medical Scheme and the Practice will inform you accordingly and provide you with an invoice for settlement. You undertake to settle the account within 30 days in case of non-payment from the medical scheme.
- 1.10 You agree that in the event of any amounts owed to the practice are not paid on the due date, the practice shall be entitled to charge interest on the outstanding amount calculated as from the due date of payment at the maximum rate which may be legally charged.
- 1.11 The fact that the practice may submit a claim to the medical aid/ scheme, Compensation Commissioner, Road Accident Fund or an Insurer, will not in any way relieve you of your liability as aforesaid.

APPOINTMENTS

2. The Practice will always endeavor to run on-time however certain instances may require that the doctor see a patient for a longer appointment than booked or an emergency requires the doctor to leave the Practice.
3. In the instance where the doctor is running late the Practice will endeavor to contact you and inform you of the delay. You do however understand that this is not always possible.
4. Appointments are booked for 40 minutes for first consultation and 20min for follow ups, if you think you may need a longer appointment than this, kindly inform the reception when booking your appointment.
5. Please note that the Practice does not offer any consultations via telephone, text, WhatsApp or email. In the case of an emergency, please go to the nearest emergency room who will contact the Practice or the Ear, nose and throat surgeon on call.
6. It is your responsibility to phone the practice to book a follow-up consultation after any procedures.

RISK OF CLINICAL COMPLICATIONS

7. Whilst the Practice and their doctors will do their best to ensure a satisfactory outcome with regards to your healthcare, no clinical procedure or treatment is entirely risk-free, and the results of any treatment cannot be guaranteed. If you have any concerns, you should discuss these with the doctor.
8. You confirm and understand that your own behavior and participation in your (or that of a child or dependent) healthcare will also impact the outcome of any treatment or procedure. Please note that the Practice reserves their rights to refer you to another Healthcare Professional should you not follow the express instructions of your doctor.
9. If you do not follow the instructions of your doctor, you undertake to not hold the Practice and its staff liable for any negative consequence

CONFIDENTIALITY

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10. At the Practice we respect the confidentiality of all of our patients. We will treat all information provided to us by you as confidential and, will not disclose any such information to any person without your express written consent or as otherwise required by law.
11. If a family member or third party requests your healthcare information, the Practice will only release such information with your written consent.
12. The following special cases exist where the law compels us to disclose your personal information and by agreeing to our services, you acknowledge that the practice is hereby authorised to disclose to the medical scheme (Some medical schemes provide all information on all the dependents on a scheme to the principal (main) member) or the Compensation Commissioner, Road Accident Fund or Insurer or to whom a claim is submitted in relation to amounts payable to the practice, full details as to the nature, diagnosis, condition or treatment of the patient. This is done in the form of ICD-10 codes to claim for the Practice's services.
13. The Practice does not accept liability for any personal information that is disclosed because of any disclosure contained in paragraph 12 and you should direct queries on this to the medical scheme you belong to, or the Compensation Commissioner, Road Accident Fund or Insurer or to whom a claim is submitted.
14. In certain instances, the Practice will need to discuss your health status with a referring healthcare professionals or others involved in your care, we will inform you of this.
15. Please note that a staff member of the Practice may contact you with regards to test results where no engagement with the doctor is required. Please inform the Practice should you not want to be contacted by a staff member.
16. You hereby acknowledge and agree, in line with the provisions of section 15(1) of the National Health Act, that the practice and its staff may, if you are/were admitted to hospital and under the care of this practice, access your hospital records and/or the records of any other health care professional simultaneously involved in your care, when such access is in your best interest by assisting the care you receive and/or appropriate billing thereof and only for periods when you will be or have been under the care of this practice and its staff.

COMPLAINTS OR COMPLEMENTS PROCESS

17. The practice would like to hear should you have any compliments, complaints, or concerns with regards to any issue or your experience at the Practice.
18. The Practice aims to ensure that all complaints and concerns are addressed appropriately and expeditiously. Kindly address such concerns or complaint in writing via email to the practice at ent@drninadutoit.co.za.
19. If you would like to meet with the Practice to discuss and complaint or concern, the Practice welcomes this engagement. The Practice will then utilize the services of an independent mediator to chair any meeting and aim to reach a resolution.
20. The practice urges all persons to use this avenue before taking any action at any external entity.

PATIENTS 12- 18 YEARS OLD

21. The Children's Act, 2005 allows a child to provide consent to treatment without the consent of their parent or legal guardian (children 12 – 18 years who understand the implications of the treatment).

22. If the Practice treats or consults with your child, 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.
23. You also confirm that you understand that prior to any operation on a child, there is a special legal dispensation and forms that must be used and completed.

CONSUMABLES

24. If it is required during a procedure that your doctor is has to change the treatment plan as discussed with you, and they need to substitute a medicine or a device, your doctor will do so and discuss this with you after the procedure.
25. If we must substitute a medicine or device with another one, we will obtain your consent where possible.
26. Where a prescription is provided by this practice, substitution of a drug is only allowed if you are offered a generic drug and not another completely different drug. In the case of a generic drug, ask the pharmacist whether such substitution would be in your best interest, or request that the pharmacist contacts the Practice.

CONCLUSION

27. By your signature hereto, you confirm that you have reviewed these terms and conditions and have been given an opportunity to clarify any queries you may have had or to ask questions.
28. You understand that these terms and conditions are a contract between yourself and the Practice.
29. By your signature hereto you agree to adhere to all the rules of the practice and further that neither you, your family members or any person associated with you, will harass any staff member of the Practice, including your doctor. If it occurs, understand that the Practice reserves its rights to terminate its relationship with the patient.
30. Should the Practice terminate their relationship with you or the patient, due to paragraph 28 not being complied with, we will refer you to another Practice.

Signature of patient / parent / guardian

Date



Practice: Dr Nina du Toit Inc
Director: Dr Nina du Toit