

# Dr. H.M. van Niekerk

MBChB (Pret) MMed Orth (Pret) FC Orth (SA)  
Ortoediese Chirurg / Ortopaedic Surgeon

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## 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 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 Dr. HM Van Niekerk. You may only sign on behalf of yourself or your dependants under the age of 18 years or authorized dependants.

## 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 diagnostic 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 anaesthesiologists, physiotherapists, etc.) also become involved in your care and management, you are required to provide informed consent to their respective treatment and professional fee policies.

## What does your medical aid cover?

**It remains your primary responsibility to familiarize 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 preauthorization processes, waiting periods and other requirements. Please 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 cognizant 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 doctor's 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-authorizations

In the event that hospitalization 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.

## 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. 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.

Where legal action is instigated for the recuperation of costs for services, the responsible person will be liable for such costs incurred on a scale as between attorney and client, including collection commission and tracing costs.

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. A Co-payment may be levied.

## Fees are as follows:

First consultation R850

Follow-up consultation R500

Infiltrations, applications of a plaster cast and wound care may increase the fee.

Please ask for a full quotation before the plaster is applied / infiltration is done  
**ALL FEE'S ARE PAYABLE IMMEDIATELY – MEDICAL AID MEMBERS MAY CLAIM FROM THERE RESPECTIVE SCHEMES.**

This practise uses *Brink Anaesthesiologists*. They may not be contracted with your medical aid. Please enquire from *Brink Anaesthesiologists* regarding their fees. 012-349 0200 / [clientcare47@precisionmed.co.za](mailto:clientcare47@precisionmed.co.za)

**You (or 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 other third party.**

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.

## Medicine formularies and substitution 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. If you or 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 the accounts. Information may be provided to the practice's attorneys should an account be handed over for collection and such information is protected by attorney-client privilege.

## Medical Aid Escalation Processes:

**Please contact the practice with any queries regarding your financial statements. If a mistake was made whilst processing your claim we would gladly correct it.**

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 012 431 0500 or visit [www.medicalschemes.com](http://www.medicalschemes.com)

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 procedures 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.

## 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 of terms and conditions under which professional services will be rendered, in compliance with the Consumer Protection Act.**

.....  
Full Name of Patient and ID number

.....  
Full Name of Main Member / Guardian and ID Number

.....  
Date of signature

.....  
Signature