



DR FRANCOIS SWART
NEUROSURGEON

MBChB DA DipPeC M Med
PR No: 0451118
MP No: 0450014

**GENERAL TERMS AND CONDITIONS APPLICABLE TO PERSONS
ATTENDING Dr F SWART Inc. AS PATIENTS AND / OR ACTING AS
GUARDIANS/GUARANTORS**

Dear Patient,

Welcome to our practice. This document explains the general conditions under which this practice consults with patients as well as general policies and information regarding disclosure of personal information.

Informed consent and fee information will depend on the care you need or seek, as well as other factors such as your medical scheme cover. Please note that we have our own practice billing rates as set out below. Individual quotations for specific procedures will be provided to the patient.

This serves as a binding contract between you and Dr Francois Swart. **Please read this document carefully.**

By signing this document, you acknowledge reading, understanding, and agreeing to the content of this document as well as acknowledging your responsibility to familiarise yourself with and agreeing to the patient information documents on Dr Swart's website: www.drfs.co.za

YOUR HEALTHCARE IS IMPORTANT TO US

Informed consent documents are available for your perusal from the consulting room personnel as well as on Dr Swart's website.

It is imperative to understand the proposed procedure and its possible risks and limitations prior to consenting. You have the right to retract your informed consent at any stage prior to treatment or to refuse such medical care in writing.

Under the provisions of The Children's Act, children may consent to certain medical treatments from the age of 12 years. Parents/guardians are however required by law to cover the expenses incurred for the healthcare of their children.

WHAT DOES YOUR MEDICAL SCHEME COVER?

In the current medical aid market environment, patients are purchasing lower cost medical aid plans with restrictive limits on treatment with less benefits. There might be medicine restrictions and limited hospitalisation and surgery cover. Public hospitals might be assigned as providers of pre-determined treatment and surgical procedures and restrictions might be imposed on access to a preferred provider.



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It remains your primary responsibility to familiarise yourself with the benefits and conditions of your medical aid plan.

Be aware of the following:

- Benefits, co-payments, limits, restrictions, prosthesis limits, exclusions and waiting periods.
- Items and procedures not covered.
- Available benefits in your savings account.
- Preferred providers/ designated service providers chosen by your medical scheme.
- Ensure you are a valid member of the scheme.
- Ensure all premiums are paid up to date.

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 the ever-increasing intervention from medical schemes into the proposed treatment plan for a patient, you should be aware that this practice will not allow a medical scheme to violate Dr Swart's professional and clinical independence.

Where a medical aid or its advisors intervene to overrule Dr Swart's preferred diagnostic approach or treatment, Dr Swart does not assume any responsibility for consequent adverse outcomes. You may be asked to assume responsibility for the medical aid and its medical advisors in the event of complications.

SETTLING OF ACCOUNTS AND CO-PAYMENTS

Please note that there is no standardised schedule of fees for medical services in South Africa. This medical practice has its own pricing list, and the billing amount may differ from what your medical aid is willing to pay. The practice personnel can inform you if the practice has an agreed policy in place with your medical aid scheme, at your request.

No accounts will be rendered for services not delivered or delivered to someone else. 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 Health Care Professions Council of South Africa.



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This practice reserves the right to claim directly from you. Some medical schemes have negotiated a different tariff, and this will be communicated to you, otherwise the following will apply:

1. CONSULTATIONS AND DAY PROCEDURES (including injections/infiltrations in Radiology Department as out-of-hospital benefit):

- First consultation (0192): R1800.00 payable at the time of service
- Follow-up consultations (0190) R660.00
- Existing practice patients that are seen on an urgent basis at the consulting rooms will be billed a consultation fee of R660.00 as well as an additional fee for the unscheduled appointment (0146) of R200.00
- Prescriptions requested by phone call to the rooms or email (0132): R120.00
- E-mail consultations (0132) R120.00 per email response from your doctor. A brief e-mail consultation is preferred for minor concerns or a basic question. More complex problems or discussions should be done face-to-face. With your best interest in mind, Dr Swart does not consult with patients telephonically or via WhatsApp. These communication methods are incomplete by nature and does not allow for the service excellence this practice strives towards.
- Patients that have not seen Dr Swart in 2 or more years; or who present with a new problem, will be charged a first consultation fee (0192).

2. IN-HOSPITAL PROCEDURES:

- The outstanding balance on accounts above medical aid scheme rates is payable **on the date of the procedure at our consulting rooms or via EFT.**
- The full account will be submitted by this practice to your medical aid, showing balanced billing.
- **If a medical aid member is paid directly by the medical aid for the medical scheme rate portion of a service rendered, the exact amount should be transferred to Dr Swart immediately upon receipt.**
- Specific estimates will be provided, detailing the planned procedure and treatment in advance of the procedure.
- **Co-payments as levied by your medical aid are payable on the date of the procedure at our consulting rooms or via EFT.**

3. MOTIVATIONAL AND GENERAL LETTERS (0133)

- Payable on date of service approximately R220.00
- Completion of specific Insurance Forms (e.g., A4101 to A4104, PMA), **approximately R600.00 or as quoted.**



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- An individualised quotation will be provided by the practice for Reports, Insurance/Road Accident Fund (RAF) reports or the completion of legal documents, depending on the nature of the report requested.

4. CHRONIC MEDICATION APPLICATIONS (0199)

- Payable on date of service approximately R515.00

PLEASE NOTE:

The practice will provide you with a detailed invoice. You have the prerogative to claim this back from your medical aid. **If you have not received your account within 2 weeks after a service was rendered, it is your responsibility to let our office know, as we may have the incorrect contact details.**

Due to the billing policy of the practice and the fee your medical aid reimburses, a co-payment may have to be levied by the medical aid or the practice. Any co-payments for procedures are payable at the time of service. Where an exact price cannot be presented, a quotation aligned with these applicable laws will be provided, subject to its own terms and conditions.

Where the member is paid directly by the medical aid for services rendered by Dr Swart, the full fee needs to be transferred to Dr Swart upon receipt. Withholding such payments constitutes fraud and will be treated as such. We will also inform your medical aid of any amount not transferred. This may affect your future healthcare treatment sponsored by your medical aid. This practice will not be held accountable for any consequences arising from this course of action.

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) ©, an initial per transaction service fee may be charged on the transactions for which a credit amount is provided and thereafter 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. 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 no 34 of 2005. We also reserve the right to check your individual information with a recognised credit bureau and pass on your profile and your next of kin information to our debt collectors.



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- The patient (or his/her/their parent or guardian) always remains liable for the settlement of the account for services rendered by this practice. The patient remains liable even if insured by a medical aid or by another third party.
- This agreement does not preclude the practice from taking all reasonable and practical steps to recover any outstanding amounts.
- The practice reserves the right to charge interest on an outstanding account. Interest to be charged from date of service up to the maximum interest allowed for in terms of section 2 of the Prescribed Rate of Interest Act.
- After 60 days non-payment of an outstanding account, it will be handed to a legal representative for recovery.
- It remains your responsibility to inform the practice of any changes to your personal contact details, medical aid details, benefits, and list of dependants.
- Please note that the use of someone else's medical aid card with or without such a person's consent or knowledge, constitutes fraud. This practice will report such instances to the medical aid concerned, to protect the practice from being regarded as cooperative in the fraud.

INJECTIONS/ INFILTRATIONS IN RADIOLOGY DEPARTMENT

- Procedures that are done in the Radiology Department are mostly considered as out-of-hospital treatment by medical aids and are taken from the member's day-to-day benefits.
- Members are to procure authorisation from their medical aid directly.
- The Radiology Department charges a facility fee and as the authorisation number from a medical aid does not guarantee payment, we request that Dr Swart's account be settled at our consulting rooms on the day of treatment. It remains the member's responsibility to submit the account to their medical aid for reimbursement of fees paid.

PRE-AUTHORISATIONS

- Dr Swart's practice personnel may assist you in acquiring pre-authorisations for hospital admissions and surgical procedures.
- It however remains your responsibility to ensure that the admission/procedure is fully authorised, 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.
- Ensure that scheme exclusions and co-payments are understood properly. Pay particular attention to prosthesis limits as these are very expensive items.
- Our assistance in this matter should be viewed as a service to expedite authorisation and the practice does not accept any responsibility for consequent non-payment.
- Any co-payments or payment shortfalls will be the patient's responsibility and must be paid by the treatment date.
- The authorisation number from a medical aid does not guarantee payment.
- Where your medical aid questions the appropriateness of your treatment, Dr Swart may submit a letter of motivation to the medical scheme, if appropriate, and may also insist



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on a peer-to-peer discussion in above instances. Any costs related to documentation supplied at the medical aid's request will be your responsibility to pay and claim back from them.

MEDICATION PRESCRIPTIONS

- Should you experience side effects of any nature, please contact Dr Swart immediately.
- Bear in mind that various medicines may interact with each other, and you have the responsibility to inform Dr Swart of all the medication you are taking at each consultation or visit.

SICK LEAVE CERTIFICATES

- This practice will only provide sick leave certificates should the specific condition so warrant.
- Please be aware that the sick leave certificate may state your diagnosis when submitting to your employer.

CONFIDENTIALITY

- All information handled by this practice is regarded and treated as strictly confidential by the doctor and the practice personnel.
- Please note that our practice submits diagnosis codes (ICD-10 codes) to the medical scheme or third parties in line with their requirements when charging for your procedure/consultations.
- These are also typically disclosed on prescriptions, referral letters, requests for special investigations (radiology, pathology, etc.). If you do not wish the doctor to disclose the specifics of your diagnosis, please request this in writing and be aware that your medical aid may refuse to pay for any treatment with an undisclosed diagnosis.
- Your information may be used for practice business planning and may be passed on to third parties for further processing in some instances, e.g., credit bureaus, medical schemes, regulatory authorities.
- Please be aware that your consultation may be recorded electronically.

CONSENT TO DISCLOSURE OF INFORMATION

1. Consent

Scenarios under which information could possibly be disclosed:

- Another person (such as their parent, a spouse, etc.) sits in at the consultation / procedure. Such a person would then hear and/or see information that would otherwise remain confidential between the patient and healthcare practitioner.



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- Another Healthcare practitioner, specialist or health care provider on the multi-professional team treating a patient e.g., referring doctor, physician, dietician, physiotherapist, radiologist, oncologist, etc.
- Another person (such as family members) receive updates on how the patient is doing before, during and/or after a procedure, when in hospital / ICU, etc.
- Another person or entity can get a copy of specific health records e.g., a copy of the patient's file, a medical report, prescriptions, a copy of a sick certificate, etc.
- A person who can consent to treatment and care when the patient cannot e.g., when the patient is unconscious), can receive information about the patient which will enable them to make the decision.
- The employer be informed of specific aspects e.g., the nature of the patient's illness, how long s/he/they would be away and why, etc. Patients take sole responsibility for any consequence that may flow from a disclosure to an employer.
- The practice billing company and accountants.
- An insurance company, which requires the completion of forms, and/or the drafting of a report.
- A pharmaceutical or medical device company, to which details of a negative event associated with a product must be shared.
- A medico-legal report, a report constituting a second opinion, a report to an attorney, etc.

Patients can withdraw this consent at any time bearing in mind that withdrawal may negatively affect patients' rights and contractual relationships and patients take full responsibility and liability for this and indemnify the Practice against any such adverse outcomes.

Please let us know if you would not like to receive communication from this practice via email or WhatsApp.

By signing this document, you declare that:

1. You understand that payment of services rendered remains your responsibility.
2. You understand that it remains your responsibility to clarify any uncertainty about any part of your treatment or your account.
3. You hereby acknowledge that you have read and understood this document prior to willingly signing this document.
4. You hereby acknowledge that all the information submitted by you to this practice is true and correct.
5. You understand that you are under a continuing obligation to advise this practice/Dr Swart of any changes that may occur after submission of this contract and acknowledge, by signing this document, that you are legally bound by the provisions hereof. This document is subject to the provisions of the National Credit Act and HPCSA ethical rules.



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6. You understand that this document constitutes part of the terms and conditions under which professional services will be rendered, in compliance with The Consumer Protection Act and the Protection of Personal Information Act.

Please indicate in the Patient Contract form that you read this document, understand it and consent to its content.

Disclosures:

1. Dr Swart holds shares in Netcare Pretoria East Hospital.
2. Dr Swart holds shares in Gamma Knife South Africa (stereotactic radiosurgery of the brain).
3. Dr Swart receives remuneration for Post Market Clinical Feedback for Southern Medical Pty (Ltd), the suppliers of spinal implants and cranial plating systems.