



BChD, MBChB, PGDipDent (Oral Surgery)MChD (Chir.Max-Fac.Med), FCMFOS(SA)  
Maxillofacial and Oral Surgeon with interest in Head and Neck Oncology

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DR EVAN RABIE  
Maxillofacial & Oral Surgeon

### **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**

The Practice bills according to the following terms:

- 1.1 This Practice does not necessarily claim directly from various medical schemes for rendering of services in the consulting rooms or out-of-hospital. All cost incurred during patient-doctor interaction in the consulting rooms or out-of-hospital should be settled in full at the conclusion of the appointment. The Practice will provide patients with an invoice within 5 days of service date that comply to medical scheme regulations that enables the patient to claim back the cost of healthcare treatment in full or in part depending on the tariff schedule of each medical scheme.
- 1.2 This Practice does submit claims directly to various medical schemes for services rendered in-hospital where pre-authorisation was gained prior to treatment. Despite the fact that the Practice submits the account to the medical scheme, you still remain liable for payment should your medical scheme refuse to pay for any part of or all of the account.
- 1.3 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 in writing.
- 1.4 You are liable to provide us with all of the correct information in order 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 your indicated address, contact details or medical scheme details.
- 1.5 The terms and tariffs applicable to medical scheme patients vary from scheme to scheme, and even from option to option (plan to plan). You have to obtain those details from your scheme. If you are concerned about the amounts, you have to 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 I accept responsibility for any co-payment resulting from the difference between these two amounts.
- 1.6 The Practice fee structure is based on the Discovery Health Premium B contract tariffs, irrespective of the medical scheme you belong to.
- 1.7 It is your responsibility to obtain pre-authorisation 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, whether out-of-hospital or in-hospital. You understand that pre-authorisation is never a guarantee of payment and that should your Medical Scheme not cover any pre-authorised appointment, treatment or procedure, for whatever reason, you will be liable for this amount.

- 1.8 In the event that 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.
- 1.9 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 as outlined by the HPCSA.
- 1.10 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 me of my liability as aforesaid.
- 1.11 If you feel that your medical scheme should have paid in full, you can lay a complaint at the Council for Medical Schemes or the National Consumer Commission.

## **APPOINTMENTS**

- 1 The Practice will at all times 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.
- 2 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.
- 3 Appointments are booked at the Practice at 30-minute intervals, in the event that you think you may need a longer appointment than this, kindly inform the reception when booking your appointment.
- 4 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.
- 5 It is your responsibility to phone the practice to book a follow-up consultation after any procedures.

## **RISK OF CLINICAL COMPLICATIONS**

- 6 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 particular treatment cannot be guaranteed. If you have any concerns or queries you should discuss these with the doctor. Your doctor will discuss your healthcare condition with you together with any treatment and procedure (risks and benefits) required.
- 7 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.
- 8 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. The Practice may also terminate their relationship with you if the instructions of your doctor are not followed. If termination of your relationship occurs your doctor will provide you with a referral to another healthcare practitioner.

## **CONFIDENTIALITY AND PROTECTION OF PERSONAL DATA OR INFORMATION**

- 9 At the Practice it is our legal duty to respect the confidentiality of all 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.
- 10 The Practice is required to collect healthcare information with regards to your health for the doctor to adequately perform their clinical duties. You herewith consent to the collection and processing of your healthcare

information for this purpose. The Practice is also required to obtain certain personal data relating to your name, telephone numbers, physical address, email address, medical scheme details etc for the Practice to register you as a patient, to provide a clinical service (purposes relating to the doctor/patient relationship or possible doctor/patient relationships) and for billing purposes (Including the recovery of unpaid accounts). If any next of kin or family member information is provided by you to the Practice you confirm that you have express permission from the next of kin or family member to provide that information.

- 11 Even if a family member or third party requests your healthcare information, the Practice will only release such information with your written consent. If the Practice is contacted by a family member or third party to request your healthcare information, you will be notified and requested to confirm in writing that such family member or third party may have access.
- 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.
- 13 We may transfer your personal information or data to any firm, organization or person that we use to invoice on our behalf, collect payments and recover debts or to provide a service on our behalf. This personal information and data will in some instances include an ICD-10 code (diagnosis), procedure code and billing information.
- 14 The Practice does not accept liability for any personal information that is disclosed as a result of any disclosure contained in paragraph 13 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.
- 15 Please note that a staff member of the Practice may have access to your personal data or information or 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 The Practice may store your personal data or information on our cloud servers, which electronically store data. The cloud storage facilities may be located outside the borders of South Africa; however the Practice has entered into the requisite agreements to protect the confidentiality of your personal data or information that is compliant to POPIA act of 2021.
- 17 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. In certain instances, we will receive your healthcare information from your other treating healthcare practitioners, in instances where we receive this information, we will inform you accordingly.
- 18 If you would like any of your healthcare information updated or deleted, please make such requests to the Practice in writing. Please note that healthcare information can only be deleted if in accordance with legal requirements.
- 19 In the unlikely event of any data breaches within the Practice, the Practice will immediately notify you.
- 20 Our Information Officer can be contacted should you require any further information regarding the contents of this letter, on 012 881 4699 or [admin@dr-evanrabie.com](mailto:admin@dr-evanrabie.com). Please note that a copy of the Practices PAIA and POPIA policies can be found at [www.dr-evanrabie.com](http://www.dr-evanrabie.com) or a copy can be obtained from reception.
- 21 You hereby indemnify and hold us harmless from any loss, damages, or injury that you may incur as a result of your furnishing incorrect or incomplete personal data or information to us.

## **COMPLAINTS OR COMPLEMENTS PROCESS**

- 22 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.

- 23 The Practice aims to ensure that all complaints and concerns are addressed appropriately and expeditiously. Should you have any complaint or concern with regards to the Practice or the doctor who treated you, kindly address such concerns or complaint in writing via email to the practice at [admin@dr-evanrabie.com](mailto:admin@dr-evanrabie.com). This will then urgently be addressed.
- 24 In the event that 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.
- 25 The practice urges all persons to use this avenue before taking any action at any external entity.

#### **PATIENTS 12- 18 YEARS OLD**

- 26 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).
- 27 In the event that 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, even if you are not aware that they have been seen by the Practice.
- 28 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**

- 29 In the event, during a procedure, it is required that your doctor is required to change the treatment plan as discussed with you, and they are required to substitute a medicine or a device, your doctor will do so and discuss this with you after the procedure.
- 30 If we have to substitute a medicine or device with another one, we will obtain your consent where possible.
- 31 Where a prescription is provided by this practice and you are asked by your pharmacist, upon filling the prescription, if you would like to substitute any of the medications prescribed for others such as a generic, please, ask the pharmacist whether such substitution would be in your best interest, or request that the pharmacist contacts the Practice. Substitution of a drug is only allowed if you are offered a generic drug and not another completely different drug.

#### **CONCLUSION**

- 32 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.
- 33 You understand that these terms and conditions are a contract between yourself and the Practice.
- 34 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 you doctor. In the event that you, your family member or person associated with you harass or threaten any staff member of the Practice you understand that the Practice reserves its eights to terminate its relationship with the patient.
- 35 Should the Practice terminate their relationship with you or the patient, due to paragraph 33 not being complied with, we will refer you to another Practice.
- 36 By your signature hereto you acknowledge that both you and the Practice will comply with the requirements and regulations set out in the protection of personal Information Act No 4 of 2013 ("POPI") and that the processing of all your personal data and information will be processed in order to provide the services of the Practice.

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Name and Surname of signatory

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Signature of patient / parent / guardian

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Date (YYYY/MM/DD)