

## **INFORMED CONSENT TO SURGERY OR SPECIAL PROCEDURE**

1. This form is called an "informed Consent Form." It is your doctor's obligation to provide you with the information you need in order to decide whether to consent to the surgery or special procedure that your doctors have recommended. The purpose of this form is to verify that you have received this information and have given your consent to the surgery or special procedure recommended to you. You should read this form carefully and ask questions of your doctor so that you understand the operation or procedure before you decide whether or not to give your consent. If you have any questions, you are encouraged and expected to ask them before you sign this form. Dr ROA Rammutla is not an employee or agent of the hospital. He is an independent medical practitioner.
2. Dr ROA Rammutla have recommended the following operation or procedure:

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Upon your Authorization and consent, this operation or procedure, together with any different or further procedures which, in the opinion of Dr ROA Rammutla performing the procedure, may be indicated due to any emergency, will be performed on you. The operation or procedures will be performed by DR ROA Rammutla (or, in the event that he is unable to perform or complete the procedure, a qualified substitute doctor), together with assistant, including anesthesiologist, pathologist and radiologist and the medical staff of Netcare Sunward Park/Linksfield Hospital to whom Dr ROA Rammutla may assign designated responsibilities.

3. The hospital maintains personnel and facilities to assist Dr ROA Rammutla in his performance of various surgical operations and other special diagnostic or therapeutic procedures. However, Dr ROA Rammutla and the person in attendance for the purpose of performing specialized medical services such as anesthesia, radiology, or pathology are not employees or agents of the hospital or of Dr ROA Rammutla. They are independent medical practitioners.
4. All operations and procedures carry the risk of unsuccessful results, complications, injury or even death, from both known and unforeseen causes, and no warranty or guarantee is made as to result or cure.
5. Prosthesis

If implants are applicable to the surgery, quotations from the companies which provide the implants will be forwarded to your Medical Aid. These implants are invoiced via the hospital directly to your medical aid.

Please note that the quotation sent from Dr ROA Rammutla to your medical aid is only an estimate cost and could vary from the actual account rendered. Dr ROA Rammutla is not responsible for any short payments made by your medical aid to the hospital accounts on your prosthesis.

6. Indemnification.

I, \_\_\_\_\_ ( Patient Name and surname) or (Legal Representative) agree to indemnify and hold Dr ROA Rammutla harmless from any and all claims, lawsuits, demands and against all liability, loss, damage and/or injury of any kind whatsoever (including without limitation all claims for monetary loss, personal injury and/or wrongful death), whether brought on by an individual or entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body, arising out of, in any way whatsoever, any acts, negligence, or willful misconduct on the part or as a result of the service provided by Dr ROA Rammutla or its employees or agents.

Name and Surname \_\_\_\_\_ Signature \_\_\_\_\_  
or (Legal Representative)

7. Financial Policy:

This practice values our relationship with our patients and would like to ensure complete transparency on the patient's possible medical healthcare costs associated with this practice. We hereby inform our patients, insurance companies & colleagues that the billing policy of this practice does not necessarily follow the different rates at which the various medical insurance companies reimburse at, or with that of colleagues or any price reference lists.

In mid-2010, the High Court made a ruling that there is no longer a legal standardized medical scheme tariff guideline, previously called the National Health Reference Price List (RPL). In 2011 most of the medical schemes are now reimbursing at a percentage of their "scheme rate" and both the percentage and value of the "schemes rate" vary from one scheme to another e.g. 2010 RPL rates plus 5% or 2010 RPL rates plus 6%.

**For procedures, this practice will provide a patient with a written quotation on request. It remains the patient's responsibility to decide or ascertain with their medical aid, what will/will not be covered. Each quotation will provide a patient with the applicable procedure codes & fees.**

Because of the varying and different benefits and exclusions on the different medical aid plan options in the market, it remains the patient's responsibility to validate with their medical aid what procedure codes and reimbursement tariffs are applicable on their plan. Even if the patient's medical aid covers a certain procedure, it does not necessarily imply that the medical aid will reimburse all the procedure codes charged by the practice. These aspects can have an influence on the fees you might have to pay, what portion your medical aid will pay and any co-payments that may also be applied.

The medical practitioner and the practice reserve the right to charge for any additional paperwork requested by your medical aid e.g. pre-authorizations, motivation letters, chronic medication forms or reports.

**Even if the practice submits the account to a medical aid for re-imburement, the patient ultimately remains liable for the full costs**, the interest as specified in the National Credit Act, and for any costs incurred in the recovery process in the event of the account not being settled in full by the medical aid. Patients should discuss all fees related to the other healthcare professionals' involved in the treatment plan (e.g. anesthetist charges, physiotherapy, pathology laboratory tests, x-rays, scans) directly with them. Should any of the above be unclear, or should you have any further questions, please do not hesitate to ask the practice staff or doctor.

Rates Charged:

**All other Medical Schemes and plans are charged at Private rate of 300%. These medical aids and plans will only pay accounts up until their Scheme Rates and patients should expect short falls on accounts rendered. It's the patient responsibility to follow up on such accounts with Practice.**

**Should your medical aid make use of designated service providers it is your responsibility to communicate this with Dr ROA Rammutla before service is rendered. Patients is responsible to identify who their designated service provider is with their medical aid.**

**Any Monies paid by Medical aid to Patients directly should be transferred back to DR ROA Rammutla immediately once notified to avoid any legal consequences.**

Name and Surname \_\_\_\_\_ Signature \_\_\_\_\_  
or (Legal Representative)

### Financial Policy

Due to increasing problems experiences with medical aid schemes, we would like to draw your attention to our current financial policy. This policy revokes all previous financial policies.

The main member of the medical aid scheme is **liable** for the payment of the account, irrespective of the benefit structure of his/her medical aid scheme.

Your account is payable within **60** days. It is your responsibility to ensure that the medical aid scheme has paid your account on time. We will accept no verbal agreement or promises of payment; we will accept proof of payment.

To assist you in receiving your legitimate benefits from your medical aid we will continue to submit a copy of your account to your medical scheme every month. This is to help you to speed up the processing of your claims.

However, it remains your responsibility to make sure that your medical scheme has received your account. **We do not provide proof of delivery of accounts.** It remains your responsibility.

We will mail an account to you so you can check the status of your account. The onus is on you to inform us if you have not received an account. It remains **your responsibility** to check your account **and to ensure that the fund receives your account and that payment is affected within the prescribed period. Our financial policy is in force as if you received an account.**

We will provide the necessary reports and quotes to you to enable you to ascertain benefits and authority to utilize your available funds. It remains your responsibility to establish beforehand what funds are available for any prosthesis etc., to calculate your own liabilities.

All amounts that are not paid within 90 days **are automatically handed** over for debt collection. Kindly take note that this process occurs automatically and that you will not be contacted in this regard.

In the event that legal action is taken in order to collect overdue payments, you will be held liable for all legal costs. Should it be deemed necessary to hand over your account, you will be liable for the full costs of your account and all monies due to the practice at that point.

If this prescribed financial policy is not adhered to I will reserve all rights to stop any **active treatment** and only render **emergency services** on a **cash only basis**.

**Please note: Should your medical aid not pay account within 60days of service render, patient will be held liable for any or all outstanding money on account. It is your responsibility to follow up on all accounts queries and rejections with your medical aid.**

**I understand that I am fully responsible for my account and not my medical aid. I understand that I am given 60 days in which to settle my account in full. I understand that if payment is not made within 90 days, the account will be handed over to our Attorneys for collections. I understand that I will be held liable to pay any collection and/or attorney fees on the Attorney Own Client Scale.**

Name and Surname \_\_\_\_\_  
Or (Legal Representative)

Signature \_\_\_\_\_

8. Your signature on this form indicates that:

- You have read and understand the information provided in this form;
- Dr ROA Rammutla has adequately explained to you the operation or procedure , along with the risks, benefits and other information described above in this form;
- You have received all of the information you desire concerning the operation or procedure, financial cost and quotes on prosthesis on request;
- You authorize and consent to the performance of the operation or procedure.
- You understand that blood or blood products may be used during the course of the procedure and tissue and body fluids specimen sent for histopathology investigation.
- You consent to a medical Representative and medical Assistant to be present in theatre during the operation or procedure.

**Patient Certification:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_, Signed at \_\_\_\_\_

Full Name and Surname: \_\_\_\_\_ ID number: \_\_\_\_\_

Signature : \_\_\_\_\_ (*patient or Legal representative*)

**Witness:**

Date: \_\_\_\_\_ Time: \_\_\_\_\_, Signed at \_\_\_\_\_

Full Name and Surname: \_\_\_\_\_

Signature : \_\_\_\_\_ (*witness or Legal representative*)

**Dr ROA Rammutla Certification:**

I, Dr ROA Rammutla, hereby certify that I have discussed the procedure described in this consent form with this patient.

Date: \_\_\_\_\_ Time: \_\_\_\_\_, Signed at \_\_\_\_\_

Signature: \_\_\_\_\_