

01/01/2022

WELCOME TO OUR PRACTICE!

Due to the Consumer Protection Act and the ethical rules binding us, we advise that you read this summary of the basic rules and requirements associated with this practice.

Dear patient,

You have made an appointment with us.

You will get the following from us, which you are required to carefully read and ask us if you are unsure as to what something means, or what the implications are:

- A form/file on which you are required to complete **all personal details**, as well as the details of the referring doctor or healthcare practitioner. **[This is emailed to you and should be completed and sent back before the visit]**
- **Please inform us if you have consulted another psychiatrist in the last year.**
- Please come in earlier, at least 10 minutes before your scheduled appointment.
- We also ask you to **nominate someone** who would consent to treatment if you are unable to (e.g. unconscious) and to nominate with **whom we can share information** on how you are doing.
- A document that contains all **our terms and conditions**. It includes our duties, as well as when you have to pay the account and what you have to do with your medical scheme.
- Our **fee schedule** of our most generally charged codes and/or a quotation for the health services to be provided is available upon request from reception via email or telephonically. When agreeing to healthcare services, it carries a certain value to which you would have to agree. This is called "informed billing consent".
- Information about the treatment and/or procedures you require. In some cases, you may get further material to read. You have to agree to the treatment and/or procedure before we can commence. We call this "**informed consent**". You have the right to know what your treatment options are, as well as the risks, benefits, and costs of each. In healthcare there are many aspects that impact on outcomes and there are always risks. But not undergoing treatment may be as bad for you as the risks that sometimes scare people!

If you have any, please bring with you: previous laboratory test results, your x-rays and details of the referring doctor or healthcare practitioner and any reports s/he might have written.

You are always welcome to ask us for clarity, more information and/or for explanations. It is your duty to indicate to us if you are uncertain, or if you did not understand anything.

We are happy to assist!

Dr Melane van Zyl and staff

01/01/2022

TERMS AND CONDITIONS AGREED TO BY PATIENTS / PARENTS / GUARDIANS

Please ask us, at the practice if you, the patient, do not understand any of the clauses below.

PRICING/FEES AND PAYMENT

1. Fees are set according to the following principles:
 - 1.1. The practice is contracted in with all Medical Aids as far as possible. This means that the fees paid by the funds will differ slightly. Consultations are either long (new patients) or short (follow up), and they are coded accordingly. When a specific therapy is recommended the duration of treatment (nr of sessions) and billing will be discussed beforehand. Sometimes we use 2 or more codes per consultation – this is recommended standard practice and we will explain your bill if you ask. Ultimately, the duration of the consultation determines the codes used. Be assured that your consultation time will be used for your optimal benefit, being aware and sensitive to time efficiency, and that we always bill ethically, bearing in mind the guidelines of the funders (eg PMB billing procedures) More specific information can be obtained from Soula or Benita.
 - 1.2. It remains the patient's responsibility to familiarize himself with the terms and conditions of the chosen Medical Aid and plan. Ultimately, the amount paid by the Medical Aid will depend on your chosen option (and does not depend on factors such as how well we motivated for the service).
 - 1.3. Our fees cover your Practice visit (i.e. the consultation). We will bill separately for services rendered in the absence of the patient eg. prescriptions, motivations, reports etc.
 - 1.4. Our fees exclude the costs of the hospital (admission, ward, and other fees), anesthetists, pathologists (for blood tests), radiologists (for X-rays and scans) and therapists involved in your care. You have to discuss their fees with them.
 - 1.5. We will gladly assist with chronic medication and PMB applications and explain the outcome of the Medical Aid's decisions. Ultimately, payment will depend on your chosen option. Note that there will be a fee charged for each motivation.
 - 1.6. Hospital visits / emergencies are also charged as according to the duration of the consultation, but is indicated as "in hospital"
 - 1.7. It is fraud to change a patient's ICD 10 code in order to get more funding. Please don't even ask us to change a code for this purpose.
2. **Please note that the cost of healthcare sometimes depends on how your body reacts to treatments. The law allows us to step in to save your life, or to prevent or reduce harm to you. We will charge for the costs of this.**
3. **All accounts must be settled within 90 calendar days of the date on the account. If you have not received an account from us within 30 days, please let the practice know immediately.**
4. By choosing this Practice, you-
 - 4.1. Consent to us submitting the account to your medical scheme. This does not mean that the scheme has received the account or that they accept liability. Please confirm that with them.
 - 4.2. If you do not want any particular account to be submitted to your medical scheme, please let us know before you leave the practice, otherwise the provisions of 4.1. will apply (i.e. we will submit to the scheme)
 - 4.3. Membership (principal member or beneficiary) must be valid at the date of healthcare delivery.
5. **You, if you are an adult, remain personally and fully liable to settle the full account, irrespective of whether your scheme gave pre-authorization, pay in full, or not.** This also applies if you are a dependent on someone else's medical scheme.
6. If your account is not paid after the 90 calendar days, we will give, in terms of the National Credit Act, notice of 20 working days and if you fail to settle the account within 10 days, we will undertake debt collection processes. **This may result in you having a bad credit record.** We will charge the maximum amount of 2% interest per month on all outstanding accounts. You will be responsible for all costs relating to the debt collecting.
7. If you feel that your medical scheme should have paid in full, you can lay a complaint at the Council for Medical Schemes by fax: (012) 431-0608 or at this email address: complaints@medicalschemes.com.

APPOINTMENTS

8. New patients **must** complete the required documentation before the appointment is confirmed ie. If we do not receive the signed form from you in time, we might have to book another patient in your timeslot.
9. Appointments not attended and not cancelled before 10am on the day before your scheduled appointment will be billed for (to be paid by the patient; this is **not** sent to the Medical Aid).
10. If an appointment is not confirmed, it may be used for an emergency patient.
11. A yearly administration fee of R300-00 per patient is payable if the practice is not contracted in by the patient's Medical Aid.

SICK CERTIFICATES

12. The practice will only provide sick certificates should the specific condition warrant such a certificate. If a diagnosis is provided on the sick certificate, the certificate will be handed only to you, unless otherwise specified by you in writing. Discretion in disclosing your condition or diagnosis to your employer/ a third party, remains with you.

ON TIME OF PERFORMANCE OF SERVICE

13. Although we will do our best to render the services at the time we set, sometimes we may attend to an emergency and run slightly behind.

COMMUNICATION WITH THE PRACTICE

14. We do accept communication by email, WhatsApp and sms **but is NOT a substitute for a face-to-face consultation**. ie. We will sometimes recommend a consultation in the office. We may charge you for services rendered via sms or electronic media per billing policy. **Patients should give written consent that the doctor may engage with the family via electronic media. Please complete our Consent to Disclosure form (4).**
15. This Practice also offers Skype, Zoom and telephonic consultations in special cases. We post prescriptions via Postnet if the prescription cannot be collected or email them to a pharmacy on your request. The postage fee will be added to your bill. **Please complete our Telehealth Consent (5) form (specific for the lockdown period from March 2020).**

COMPLAINTS & CONCERNS

16. The Practice aims to ensure that all complaints and concerns are addressed appropriately and expeditiously. When something is a concern or problematic, use the practice's complaints form. The practice urges all persons to use this avenue before taking any action at any external entity. **Please complete our Compliments and Complaints form (6).**

CONFIDENTIALITY

17. This document constitutes a contractual agreement by the practice to protect all personal information in confidence.
18. We will use your information only in relation to your healthcare. In general, we keep all your information confidential, also when you are a child over the age of
19. **We can only release information with your written consent**, even if a family member requests the information. **Please complete our Consent to Disclosure form (4).**
20. By signing these terms and conditions, you agree that the Practice may keep your information for a period of more than six (6) years.
21. The law compels us to disclose your personal information and by agreeing to our services, you acknowledge this legal duty that we have to disclose:
 - 21.1 To your medical scheme: a diagnostic code and details of the treatment and/or operation, so that the scheme can evaluate whether it falls within your benefits.
 - 21.2 The Compensation Commission / Road Accident Fund: they require full claims information.
 - 21.3 To referring and other healthcare professionals: Information that is necessary and in your best interest will be shared with such healthcare professionals in terms of the National Health Act.
22. Some medical schemes provide all information on all the dependents on a scheme to the principal (main) member. We are not liable for any personal information disclosed as a result of the scheme's practices.

PURPOSE AND NATURE OF HEALTHCARE

23. **You confirm that you understand that in healthcare results cannot be guaranteed.** Results also depend on how one's body reacts to the treatment.
24. **You confirm that you understand that your own behaviour or that of a child or dependent may affect the outcome of the healthcare received.** You agree to follow the instructions provided to you by the healthcare

professionals and/or come for follow-ups, etc. If you do not do this, you undertake to not hold the Practice and its staff liable for any negative consequence.

CHILDREN AND HEALTHCARE

25. **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 the Children's Act allows the child to provide consent to treatment

EQUIPMENT, DEVICES AND MEDICINES ("GOODS") WE USE

26. We will obtain your consent for substitutions and explain how generic medication may be used. If you are offered a substitution at a pharmacy level, ask the pharmacist for information. The law only allows for generic substitution and not therapeutic substitution.
27. Pharmacy- and health legislation prevents us from taking back and refund any medicines or equipment.
28. If there is a proven quality or performance fault with the goods, we will contact the supplier, who will deal with the matter.

PATIENT / CLIENT / CONSUMER DUTIES (NATIONAL HEALTH ACT, 2003)

29. **You must adhere to the rules of the Practice and any instructions given to you by staff or healthcare professionals.**
30. **You have the right to ask questions and to have them answered. If you do not ask any questions, we will assume that you have understood everything and are fine with everything.**
31. We understand that life is stressful and that your case is urgent – but BE NICE.
32. You and/or your family or other persons that come to the Practice should not harass the healthcare professionals and staff. They must be treated with respect.
33. We aim to offer excellent service and respond quickly to all enquiries and requests. However, due to our workload, this might take time. Please ask for scripts and make appointments in time to avoid waiting.
34. Please arrange for follow-up appointments in time. It is unethical to write prescriptions without being aware of the patient's current clinical presentation, and we will sometimes say no for your safety!
35. Should be admitted under the care of a doctor other than Dr van Zyl, Dr van Zyl cannot intervene or take responsibility for your treatment during this admission. If possible, please arrange before admission under a different doctor should you want Dr van Zyl to visit you in hospital.
36. The MDT (Multidisciplinary Team) will become more important from 2022. All the professionals involved in the treatment of a patient should work closely together as the treatment plans in some cases will necessitate close collaboration (e.g., ILOH programs.) This might mean that your psychiatrist will suggest that you consult with a specific psychologist or occupational therapist who works with the team.

MBChB (UFS) MMed Psych (Stell) FC Psych (SA)
Pr Nr: 021 3349

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Tel: 016 004 0166

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info@thejoylab.co.za

01/01/2022

BILLING POLICY

1. This practice charges the fees it regards as appropriate in terms of experience, services and training of the professionals working in the practice, as well as the cost-base of the practice. Competition law dictates that different practices may not agree to charge the same or similar fees.
2. A general fee list of the most common codes we charge is available from reception by email or telephonically.
3. Fees are increased on an annual basis and patients will be notified of this by notice in the practice.
4. The practice will provide patients with a price of goods and/or services, and where it is unable to do so, it will provide a cost estimate. It should be noted that healthcare is not an exact numerical science, and the duration of services, the types of services or the number of items used cannot always be exactly predicted in advance, as it depends on the specific patient's health status, healthcare needs and sometimes factors such as weight, or possible adverse reactions.
5. In some cases hospitals, theatres, clinics, other doctors (such as anaesthetists, pathologists, etc.), or other healthcare professionals (occupational therapists, psychologists, physiotherapists, etc.) will be involved in the patient's healthcare. Such facilities and professionals will charge their own fees in addition to the fees of this practice if they also render healthcare services to you.
6. The practice may contract to certain medical schemes (options) in a particular year. In such cases the practice is obliged to charge at the fee levels so agreed with that scheme. For 2021 this practice will use Discovery Premier A rates as a base rate.
7. If the practice has not contracted with a scheme (option), the fees that we charge and the benefits awarded by your scheme may not overlap. This would mean that you may be required to pay the difference, or in some cases, depending on the patient's medical scheme, pay for the treatment in full. Should you feel aggrieved by the decisions of your medical scheme, you can approach the: Council for Medical Schemes at: complaints@medicalschemes.com or fax (012) 431-0608. Note that the CMS would want patients to exhaust internal remedies (appeals in the scheme) first.
8. In some cases, and especially for medical scheme may require pre-authorisation and/or a motivation prior to certain treatments. Pre-authorisation or scheme approval is, according to schemes, no guarantee of payment.
9. Should you (the patient, if you are an adult, or the parent of a child-patient) not pay your account within 90 calendar days, we will give you notice of 20 business days, where-after we will refer your account to a debt collecting agency. This will attract additional collection- and other fees. We reserve the right to charge interest of 2% per month on overdue accounts.
10. Please ensure that we always have your latest contact details to prevent you from missing any important communication from us. We may contact the person(s) indicated on your personal information form if we cannot get hold of you and your account remains unpaid.
11. Patients are encouraged to approach us early on if they experience problems with the payment of the account.
12. In deserving cases, we may reduce our fees to accommodate such patients. This practice also participates in various charitable activities and offer specific treatments (eg. psychoanalysis and EMDR) at discounted rates.
13. Employment, insurance, Road Accident Fund and Compensation Fund (workplace injuries/disease) are dealt with according to the specific rules set by such bodies. Please inform us should you fall into these categories so that we can explain billing in these cases to you.
14. **Please enquire about the fees for motivations to be send to the Medical Aid, reports, and any other work requested from Dr van Zyl. Where appropriate, this will be billed to the Medical Aid (or other party e.g. employer or Insurance Company), but the patient remains responsible for the outstanding amount. In certain cases (e.g. Medical Legal reports), the report will only be released when the full amount is settled.**
15. **Please note that we are currently in the process of updating the procedural codes used by medical doctors in line with the SAMA updates. Medical aids will implement these new codes at different times. We will revert to our base rates, please request these rates if necessary. The new codes allow us to add services rendered without the presence of the patient. PLEASE CONTACT US IF YOU ARE UNSURE OR HAVE ANY QUERIES. We believe this new coding system will enable us to deliver our services in a better, more cost-effective way - but please contact us if there are problems.**