

MBChB (UFS) MMed Psych (Stell) FC Psych (SA)

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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 familiarise 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), anaesthetists, 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. 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:
 - 20.1. 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.
 - 20.2. The Compensation Commission / Road Accident Fund: they require full claims information.
 - 20.3. 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.
21. 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

22. **You confirm that you understand that in healthcare results cannot be guaranteed.** Results also depend on how one's body reacts to the treatment.
23. **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

24. **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

25. 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.
26. Pharmacy- and health legislation prevents us from taking back and refund any medicines or equipment.
27. 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)

28. **You must adhere to the rules of the Practice and any instructions given to you by staff or healthcare professionals.**
29. **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..**
30. We understand that life is stressful and that your case is urgent – but BE NICE.
31. 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.
32. 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.
33. 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!