




FINANCIAL CONTRACT

CLIENT DETAILS

| | | |
|--------------------------|-------|------------|
| Last Name | _____ | |
| First Name/s | _____ | |
| Date of Birth | _____ | Age _____ |
| Identity Number | _____ | |
| Contact Number | _____ | |
| Email Address | _____ | |
| Residential Address | _____ | |
| Occupation/Employer | _____ | |
| Emergency Contact (Name) | _____ | Cell _____ |
| Psychiatrist (Name) | _____ | No. _____ |
| Referred by (Name) | _____ | |

I, as the client, confirm that all the details provided above are correct.

| Signed by (Name) | Signature | Date | Place |
|------------------|--|-------|-------|
| _____ |  | _____ | _____ |


ACCOUNT DETAILS

Please provide the details of the person responsible for the account:
(if same as above tick here) ☐

| | | |
|---------------------------|-------|-----------|
| Last Name | _____ | |
| First Name/s | _____ | |
| Date of Birth | _____ | Age _____ |
| Identity Number | _____ | |
| Contact Number | _____ | |
| Email Address | _____ | |
| Residential Address | _____ | |
| Occupation/Employer | _____ | |
| Medical Aid (Name & Plan) | _____ | |
| Medical Aid Plan | _____ | |
| Medical Aid Number | _____ | |

Please submit claims to medical aid on my behalf: Yes ☐ No ☐

I, as the person responsible for the account, confirm that all the details provided above are correct.

| Signed by (Name) | Signature | Date | Place |
|------------------|---|-------|-------|
| _____ |  | _____ | _____ |



TERMS OF THERAPY

As a client, you understand:

- The frequency of the therapy sessions will be agreed upon during sessions based on the client's needs.
- Daniel Rabinowitz will make every effort to keep all appointments made. However, due to certain professional demands or sickness, he may sometimes have to reschedule appointments.
- Sessions are usually 51 minutes duration (a psychological hour). If you are late for your appointment, you will forfeit the remaining time.
- Daniel Rabinowitz will make every effort to start appointments on time. However, due to several factors, he may sometimes begin appointments later than usual. You will always receive your allotted 51 minutes if he runs late, so please make yourself available for the entire 60-minute appointment slot.
- Daniel Rabinowitz usually takes two weeks' leave during the year and may take an additional two weeks' leave at the end of the year. He may not be present in the office if he is in training or participating in other clinical activities.

PAYMENT

The client or the individual responsible for payment, whichever applies, hereby confirms that all services, assistance, and aids provided by Daniel Rabinowitz shall be subject to the following conditions:

- **Payment date:** That any amount invoiced to the client will be paid immediately on or before the first date on which the services, assistances, or aids were supplied. Should this amount due not be paid as set out then the same will be subject to the interest from the date of the invoice at a rate of 10% per month. Should the account not be settled immediately after the appointment upon services rendered, the client acknowledges and agrees that they may be handed over for debt collection. Services may be terminated if a previous session has not been paid in full.
- **Debt collection:** Twenty business days after we charge interest on any overdue amount, the unpaid invoice upon which we charged such interest will become an Incidental Credit Agreement in terms of the National Credit Act. Once an invoice becomes an Incidental Credit Agreement, we are entitled to charge and recover the following fees in respect of the Incidental Credit Agreement, provided that the amount of the fee charged and recovered does not exceed the legal maximum permissible:
 - default administration charges, being a charge that may be imposed by us to cover administration costs incurred as a result of you defaulting on an obligation: and
 - collection costs, being an amount that may be charged by us in respect of the enforcement by us of your monetary obligations, but which does not include default administration charges.
- **Legal notices:** The client accepts all the addresses provided as their *domicilium citandi et executandi* for the service of any debt collection or other legal process resulting from this contract. The client agrees that legal costs will be charged at an attorney-client scale which costs will also include collection, commission and tracing charges. Any payments made will firstly be credited against legal costs, then interest, and lastly capital. The client also agrees to the imposition of an order in terms of section 55J(1)(d) of the Magistrate's Court Act.
- **Debtor:** The client hereby confirms their direct and personal responsibility for the payment of any amounts due. Furthermore, Daniel Rabinowitz shall have recourse to recover any unpaid amounts from the client personally and/or from any designated individual responsible for payment. The responsible person agrees that the practice may obtain and disclose any information from any credit bureau about the individual's payment profile.
- **Medical Aid Schemes:**
 - **Prescribed Minimum Benefits (PMBs):** PMBs are subject to approval by the medical aid concerned. The client confirms that no contract exists between Daniel Rabinowitz and the medical aid scheme/fund and that total responsibility for payment remains the clients' own regardless of whether claims are submitted for payment by the medical aid scheme/fund or not. Please note that all applications to medical aids for PMBs must include a diagnostic code. If prescribed minimum benefit (PMB) conditions are accepted by the medical aid scheme/fund, the diagnosis may affect future insurance cover. Please check with your medical aid to confirm the available balance of your Prescribed Minimum Benefits (PMBs). It is your responsibility to verify the PMB balance and to settle any accounts for sessions not covered by the medical aid. Whilst the practice manager is happy to assist in checking your medical aid, this remains the client's responsibility. Additionally, PMBs must be applied for annually through Daniel Rabinowitz. Ensure your PMBs are approved before commencing therapy at the start of each year. Most medical aids do not allow backdating of PMBs and, in such cases, the client will be responsible for settling the account.
 - **Paid Invoices for Reimbursement:** Upon receipt of payment, we will promptly furnish you with paid invoices and an updated statement. If you are seeking reimbursement from your medical aid, please submit only paid invoices accompanied by proof of payment. Kindly refrain from submitting statements, as they serve as summaries and are not applicable for claims. Please note, Discovery does not cover copayments, levies, or shortfalls.
 - **Medical Aid Rejections:** If your claim with your medical aid is rejected due to insufficient funds, depleted PMBs, rejected codes or other reasons, please be advised that you are responsible for settling your account with the practice. This obligation is not the responsibility of the medical aid.
- **Notice of cancellation of an appointment:** If notice of cancellation of an appointment is not given more than 24 hours' working days in advance, you will be liable for the full service/assessment fee.
- **Therapy rates:** Costs of therapy are the standard fee for the current practice year. Rates usually increase according to the consumer price index (CPI) year-on-year. This may or may not be negotiated at the therapist's discretion. As stipulated in the Consumer Protection Act, No. 68 of 2008, missed appointments, including the first appointment, may be charged. Please be aware that most medical aids will not fund sessions that are missed or cancelled with less than 24 hours' notice and will be billed.
- **Costs of psychological reports:** All psychological reports and letters are charged at the standard fee based on the number of hours that it takes to complete such report or letter.
- **Cost of the DBT course (if applicable):** The cost of the DBT course includes all 16 sessions, regardless how many sessions you attend. Once the client has committed to the course, you are liable for the full amount of the course. This is because the DBT course is not dependent on attendance of the course, but rather the purchase of the DBT course material, inclusive of the sessions, as a whole.
- **Late Settlement of Outstanding Balances:** We request that all outstanding balances be settled immediately to 10 days upon receipt of a late notice statement or invoice to avoid being handed over to debtors. For your convenience, credit card payments are accepted on-site at our practice.
- **Statement Discrepancies:** Should any inadvertent omissions or discrepancies arise in your statement, please notify us without delay. We are committed to promptly addressing and rectifying any issues to ensure accuracy and transparency in our accounting records.
- **Payment Plans:** If you are unable to make a timely payment, please inform Daniel by sending an email to danielpsychologist@gmail.com, and request a payment plan to settle your account. Failure to settle your account within 90 days will result in your account being handed over to a debt collection agency.

PATIENT CONSENT IN TERMS OF THE POPI ACT

The client hereby consents to the processing of personal information contemplated in the Protection of Personal Information Act (POPI) No. 4 of 2013 by Daniel Rabinowitz, the practice staff, and third parties with whom Daniel Rabinowitz has a contractual relationship for the following purposes:

- treatment and management in terms of health practitioner and client relationship;
- the administration of the contractual relationship between the client and Daniel Rabinowitz;
- communicating with other persons inasmuch as it relates to the client's treatment and management;
- communicating with third parties who have undertaken to indemnify the client for the costs of treatment and management or part thereof including medical aid schemes and their administrators where relevant; and
- collecting monies outstanding from the client

Signed by (Name)

Signature

Date

Place



ONLINE THERAPY CONSENT FORM

This consent form provides information about online therapy which will allow you to decide whether you want to consent to psychotherapy therapy using this medium. Please feel free to ask any questions if you need clarification.

BENEFITS AND LIMITATIONS: Online therapy is a convenient alternative to traditional face-to-face therapy and has been shown to be effective in helping with many difficulties. However online therapy has limitations. There is a lack of 'personal' face-to-face interaction which can make therapy less of a relational experience. It is also not an appropriate medium if you are seriously depressed, have serious substance dependence, or you are experiencing intense suicidal or homicidal thoughts. Seeing a mental health professional face-to-face is recommended in these situations. Like many forms of psychotherapy, online therapy may make you feel worse before you start to feel better, and the changes you experience may create conflict in your close relationships.

TECHNOLOGICAL REQUIREMENTS AND COMPETENCIES: To engage in online therapy, you will require a device that can connect to the Internet and be able to install and use software that we agree to use for communication. A reliable high-speed internet connection (minimum 4Mbps for video) is also required. Please be aware that online therapy may utilise significant amounts of data, especially if video (300-800MB/hour) is used.

PROCEDURES FOR TECHNICAL DIFFICULTIES: Disruptions can occur when using the internet to communicate. Should our communication be disrupted, I will immediately attempt to reconnect and resume the session. I will check if the connection is faulty on my side and, if it is, five additional minutes will be added to your time for the inconvenience. If the connection is faulty on your side, this will be included in the standard allotted 51 minute slot.

CONFIDENTIALITY: Any information provided to me will remain confidential and will not be given to a third party unless you give me specific permission to release the information. You also consent to be recorded when you do online sessions for note-taking purposes. However, please be aware that if there is a significant risk of you seriously harming yourself or another person, I am obliged to act to prevent harm, which may involve providing your information to a third party. Online therapy utilises the Internet for the transmission of personal information and therefore there are increased risks to confidentiality and it cannot be guaranteed. To protect your confidentiality, I will require that we use services that provide encryption to communicate. Please consider password-protecting the devices you use and installing antivirus software to prevent access by third parties. Please ensure that you use a private environment when engaging in online therapy so that intrusions can be minimised.

CRISIS MANAGEMENT: It can be difficult to deal with emergency crisis situations when using online therapy as we are often in separate locations. I will therefore ask you to provide the contact details of a local family or friend and a local medical practitioner who can be contacted in the case of an emergency. If you are in crisis and there is a disruption whilst we are engaging in online therapy, you should immediately phone me.

LEGAL RECOURSE: I am registered as a Clinical Psychologist (Registration No. PS 01216640) with the Health Professions Council of South Africa (HPCSA) and my professional behaviour is governed by this regulatory body. Please note that if you are not located in South Africa then any legal recourse will only be available in South Africa. You can verify my registration with the HPCSA at the following link: <http://isystems.hpcsa.co.za/register/>

BILLING: My services are billed by time and sessions are 51 minutes in duration. The link for the session is usually sent at the hour of the appointment. If I am late for whatever reason, you will receive additional time. Please make yourself available within the allotted 60 minutes. The billing is stipulated as per the terms of therapy and may be settled via electronic funds transfer (EFT). Please be aware that most medical aids will not fund sessions that are missed or cancelled with less than 24 hours' notice will be billed.

Consent

- I have read the above and understand the risks associated with engaging in online therapy. I agree to participate in online therapy and comply with the policies outlined above.
- I confirm that the information provided to Daniel Rabinowitz is correct.
- I agree that in the case of an emergency where there is a threat of harm, the person in the emergency contact in the financial contract may be contacted.

Signed by (Name)

Signature

Date

Place



PATIENT INFORMATION AND CONSENT DOCUMENT

This document tells you what you can expect from the therapy process and me. It also explains your responsibilities. Please read it with care. It should not take more than 10 minutes. If there is something you do not understand you must please discuss it with me.

EXPLORATION PHASE

In order for me to render a service to you, I need to do a proper evaluation. In the course of this, I will ask you a number of questions about yourself, including your personal history, relationships, your problems, and so forth. Some of these questions may be very personal. It is also sometimes valuable to interview other people who know you to obtain additional information. I will only do so with your consent. After the exploration, we will discuss the session/s and decide on a future plan of action. The exploration phase normally takes about one session and should I require more time I will discuss this with you. The duration of all sessions is usually 51 minutes which is a psychological hour.

THERAPEUTIC PHASE

Psychotherapy usually brings about improvements and personal growth in the long term. In the short term, however, it may be an unsettling and emotional experience. The purpose of therapy is to bring about change. Change necessitates that work is done in the therapy and outside the therapy room. Many different modalities may be used to achieve change, especially in an integrative way. These may include behavioural, bilateral processing, psychodynamic, systemic, hypnotic, and other psychological approaches. Therapy may induce you to bring about changes in your relationships with others. Such changes are often not welcomed by those affected and this may lead to interpersonal tension. You or others may sometimes perceive this as negative. The success of therapy is influenced by a number of factors. One of the most important factors is the degree to which you take responsibility to bring about change. No therapist can give a guarantee that therapy will be successful.



CONTACT OUTSIDE THERAPY

You are welcome to contact me at any time, 24 hours per day. I may not be able to get back to you immediately, but I do invite this in our therapy process. A phone call is preferable outside of therapy as we can communicate directly about any concerns that you encounter. Please be reminded that phone calls are limited to five minutes only to mainly discuss how you can implement already-learned therapy skills to your daily life. Text messages are limited to what I can read on my screen (the 'no scroll' policy), and voice notes are limited to two minutes. If you need to leave longer messages, please do so via email: danielpsychologist@gmail.com. If I am, for whatever reason, not available, I encourage you to think of and implement a skill we have discussed.

ELECTRONIC / SOCIAL MEDIA

As we enter into a therapeutic relationship, this precludes any private social media engagements on any social media platforms, including acceptance of friend requests and follows, or other social media associations.

CONFIDENTIALITY

- I will treat all the private information I collect about you as highly confidential. I will not, subject to the exceptional situations below, disclose any information about you without your consent. I will not approach you in a public space to protect you from any violation of confidentiality. You are welcome to approach me should you feel sufficiently comfortable to do so.
- In certain exceptional situations, however, legal or professional rules may force me to disclose information about you. This will include:
 - Emergency situations:** In this regard I want you to know that should a situation develop where I believe that there is a real risk that you may harm yourself, another person, other animals, or myself, I will be compelled to take the necessary steps to prevent such harm, such as calling your emergency contact, or an ambulance, and the information I may share with such parties may mean breaching my promise to you to keep information confidential.
 - Statutory duty:** A legal provision in any South African statutory Act may oblige me to disclose confidential information about you.
 - Court orders:** A court may order me to disclose private information. In terms of my professional ethics codes and rules I must, however, endeavour to do everything possible to prevent the disclosure of your private information.
 - Consultation with other professionals and the practice manager:** I may discuss various issues that arise in our therapy with other professionals in the best interests of your care. Please note that certain personal information will be accessible and administered by the practice manager and/or administration and our billing software in the course of typical billing and/or operating procedures according to the requirements of the POPI Act 4 of 2013.
- That which I have pointed out above is also applicable in respect of children under the age of 14. However, I will, on a regular basis, inform parents or guardians about the therapeutic process and the progress of the patient. As a general rule, no information will be given to a parent or guardian about the content of a session without the relevant child's consent. I do, however, reserve the right to inform a parent or guardian if it appears that the relevant child makes him or herself guilty of criminal behaviour, or threatens with, or is involved in behaviour, which I consider to be dangerous or potentially dangerous.
- Certain medical schemes require a diagnosis before they will pay a therapist's account. If you refuse to allow me to furnish your medical scheme with the required information, the medical scheme may refuse to pay the account on your behalf. By signing this agreement, you permit me to provide to the medical scheme your personal details and diagnostic code/s.
- I am happy to write letters of attendance of therapy, and will only include your diagnosis with your consent.
- Protection of Personal Information Act (POPI Act 4 of 2013):**
Personal information, whether in person or online, in writing, voice or video recorded, may be collected about you and kept confidentially. All electronic communication, being the nature of such communication, is subject to breach. The information may be processed further, for example, with medical schemes, and may include processing and sharing information for the purpose of collecting unpaid debts. This information is needed to be able to perform the service, and the consequences of refusing to provide complete and accurate information means that I am unable to provide a service to you. You have the right to request a copy or change the personal information we hold about you. Appointments are recorded using your name on a password-protected electronic calendar. Client records are kept according to professional standards set out by the HPCSA, and will be safely destroyed upon your request. The responsibility for compliance with the POPI Act and Promotion to Access of Information Act (PAIA) lies with the registered Information Officer for this practice which, in this case is myself, Daniel Rabinowitz.

Psychometrics: It is possible that I may need to do psychological testing and for that we will need additional sessions. Information collected by means of psychological tests is only meaningful if it is interpreted by somebody who knows the theory which underlies the relevant test and interprets it within the context of the person and situation. My professional rules accordingly prevent me from giving the results of such tests to anybody other than a psychologist. After I have interpreted the test results, I will discuss my findings and their implications with you. If you are not prepared to accept this, you must please tell me.

Length of Therapy and Costs: This will be decided between you or myself. Either you, or myself, can terminate therapy at any stage. I will only end therapy in consultation with you and in a professionally accountable way. Costs of therapy are more fully defined in the financial contract above. All reports and letters are charged at the standard therapy fee based on the number of hours that it takes to complete such report or letter. As stipulated in the Consumer Protection Act (CPA), No. 68 of 2008, missed appointments, including the first appointment, may be charged. Services may be terminated if a previous session has not been paid in full. If payment is not received within 30 days of the service delivery, you may be handed over to a debt collector to recover unpaid amounts owing.

Refusal of Treatment Advice: I may provide treatment advice and you may choose not take this advice. By signing below, you acknowledge that not taking the advice may lead to worsening of your mental health symptoms; decreased quality of life; impaired occupational or social functioning; increased risk of self-harm or suicide; interference in personal relationships; and longer recovery times. Please also be aware that your decision to refuse advised treatment may have legal or financial consequences, not limited to health; employment; and insurance coverage.

Further information: By signing below, you acknowledge that I have gone through this information with you. Please feel free to ask any questions or add anything prior to signing this document. If you fail to understand what is taking place you must please ask me for an explanation. I want you to tell me if you feel uncomfortable about what is taking place, or about what I am suggesting, or with any procedure I use. Please note that the psychologist, nor the practice, will be held liable for any transmitted infection (eg. Covid-19) or any other physical or mental harm sustained on the property.

Signed by (Name)

Signature

Date

Place

