



## **TERMS OF SERVICE**

Welcome to The Psychology Hub Pty Ltd. Our terms of service and your rights and responsibilities in relation to information security and access

**PERSONAL INFORMATION:** All information obtained during treatment is kept confidential and secure, except when:

- (1) It is subpoenaed by a court;
- (2) Failure to disclose the information would place you (patient, participant, child) or another person at risk of harm; or
- (3) Your prior approval has been obtained to:
  - (a) provide a written report to another professional or agency—e.g. to a lawyer; or
  - (b) Discuss the material with another person—e.g. a parent, educator, health professional, employer, NDIA/NDIS, Workcover.

If you claim rebates from funding bodies- doctors and health practitioners may be required to provide summary reports to referring doctors, specialists and/or agencies regarding your progress. Therapists are at times required to provide progress reports to participants and the NDIA.

Health research using de-identified data may be undertaken by this practice, by funding bodies or by this practice's technology providers, which you consent to as a patient of this practice.

**INFORMATION SECURITY AND ACCESS:** In the course of treatment, personal information is collected to enable treatment. All notes taken in the course of treatment and all communications relating to treatment become a part of the patients clinical records. Clinical records are stored electronically in the patient file on Halaxy, which you consent to as a patient (or parent/carer/guardian) of this practice. You have a general right to access patient records (subject to some exceptions which mainly relate to privacy, health, child consent or legal considerations). Your request must be made in writing (\*an administrative fee is applicable), after which your request will be discussed with you. We are required to store your personal information for 7 years after ceasing engagement with your treating practitioner, and up to age 25 years for a young person under the age of 18.

### **WHEN THE PATIENT/PARTICIPANT IS A CHILD:**

Dear parent/caregiver/primary carer/legal guardian

Working with young people presents certain issues and legislation that

therapists/practitioners must adhere to. The following clarifies where our role as a practitioner/therapist starts and ends. It also outlines our ethical and legal responsibilities with regards to working with young people.

A young person is defined as "someone under the age of 18 years old". A client-parent (or parents) is "the person who engages the therapist to provide a service for a young person".

Whilst we do our best to communicate with the client-parent regarding the progress of the young person in counselling, we cannot disclose any personal information unless we gain consent from the client i.e. "the young person", or they are deemed too young to understand these terms, disclosure to the client parent can occur.

### **YOUR RESPONSIBILITIES**

**CONFIRMING APPOINTMENTS:** We endeavour to confirm appointments via SMS and/or email. However, it remains your responsibility to be aware of the scheduled appointments. Reminders are only a courtesy.

**TIME AND PUNCTUALITY:** A consultation (except assessments) will usually last 50-60 minutes. If you are late, the consultation will usually still finish at the scheduled time.

**SERVICE/CONSULT FEES:** Fees are payable either using automatic payments or at the end of the appointment. For NDIS Self-Managed and Nominee Managed Funds, fees are payable at the time of your appointment. For all other NDIS funds (Plan Managed and Agency Managed), invoices should be paid within 7 days.

Payments accepted include cash, PayPal, BPAY, automatic debit of funds via Halaxy using the debit/credit card you provided.

**PERSONAL LIABILITY:** If your NDIS Plan, Medicare, Workcover or the Third Party Agency declines to pay for your service, YOU are personally liable for all charges. We reserve the right to use debt collection services for failure to pay.

**HALAXY ELECTRONIC PAYMENT PROCESSING FEES:** As a patient of this practice you consent to paying any Halaxy electronic payment processing fees applicable to your service/consult. This comes off your credit/debit card on file.

*Electronic payment processing fees do not apply to NDIS participants.*

**MEDICARE:** A Mental Health Care Plan, HCWA referral or EPC/CDM referral *may* entitle you to a *partial rebate*. Medicare requires you pay the full fee up front and then Medicare rebates you a partial rebate. This partial rebate will not cover the whole fee and means that you will be personally out of pocket. The rebate amount depends on the service provided and referral type. Rebate amounts can be found on our website but as these can change (generally increase on the 1 July) you can check [mbsonline.gov.au](http://mbsonline.gov.au). **WE ARE NOT A BULK BILLING PRACTICE.**

**ONLINE MEDICARE REBATES CLAIMING:** If applicable to you, our practice allows you to claim Medicare rebates instantaneously using online Medicare claiming. This means that you do not have to go to the trouble of taking your invoice to a Medicare office to claim any Medicare rebates. Instead, your health practitioner electronically submits the claim to Medicare in one click using Halaxy, and Medicare pays the rebate into your bank account. You can check what bank account the rebate is going into on your MyGov account.

**COMPLAINTS:** You can make a complaint to any of our staff members in person, phone and email or in writing. A copy of our complaints procedure can be given on request and found on our website. You can also lodge a complaint with the NDIS Complaints Commissioner [1800 035 544](tel:1800035544) at any time if you are an NDIS participant.

**EASY READ DOCUMENTS:** On our website and in our waiting area you will find a number of easy read documents (participant induction pack, decision and making and consent, privacy and confidentiality) and our complaints and feedback forms. These are also provided to you in a link in your initial appointment confirmation and appointment reminder emails. These can be provided in hardcopy on request.

**ADVOCATE:** You can get an advocate (an independent person who will speak for you) if you need help saying what you want.

**NDIS EXIT PROCESS:** You can end this agreement by giving us 4 weeks' notice. As part of the exit process we will offer you an exit interview, ask you to complete a client satisfaction survey (which can also be found on our website), discuss handover to another provider and/or treatment summary (if applicable).

**TRANSITION PLAN:** If you are an NDIS participant, and transitioning within our service to another practitioner, or out of our service, your practitioner will offer to complete a transition plan with you. This will be charged to your NDIS plan.

**SUPPORT PLAN:** If you are an NDIS participant (or parent of), as part of your clinical care, you (or parent of) will need to complete a support plan with your practitioner. This is done annually (or sooner if needed). This will be charged to your NDIS plan.

**NDIS AUDIT:** As an NDIS provider, we are required at certain times to undergo an independent audit. This can involve NDIS participants (e.g., interview and/or file review). We will send you an opt in/out consent form when required.

**INTAKE FORMS/SERVICE AGREEMENTS:** Intake forms and services agreements are generally completed every 12months (sooner if needed). Changes to the agreement can also be made in writing and only when all parties agree.

### **OUR RESPONSIBILITIES**

- PROVIDE THE SERVICE ASKED FOR
- BE OPEN AND HONEST ABOUT HOW WE CAN HELP
- BE POLITE AND RESPECTFUL
- RESPECT YOUR VALUES AND BELIEFS

- ASSIST YOU TO MAKE INFORMED CHOICES
- PROTECT YOU FROM VIOLENCE, ABUSE OR DISCRIMINATION
- PROVIDE JOINT DECISION MAKING ABOUT THE SERVICES AND SUPPORT WE OFFER
- LISTEN TO FEEDBACK AND RESOLVE ANY ISSUES
- KEEP INFORMATION CONFIDENTIAL AND SECURE
- ENSURE THERE IS NO CONFLICT OF INTEREST BETWEEN YOU AND STAFF
- OBLIGE BY ALL RELEVANT LEGISLATION
- PROVIDE INVOICES/STATEMENTS
- INVOICE THE CORRECT AMOUNT
- APPLY GST WHEN REQUIRED
- REGULARLY REVIEW HOW THE SERVICE IS WORKING FOR YOU
- LET YOU KNOW IF WE WANT TO END THIS AGREEMENT
- TO LET YOU KNOW OF DOCUMENTS RELEVANT TO USING OUR SERVICE