

# **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 Terms of Service 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 clientparent (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:** It is your responsibility to be aware of your scheduled appointments, even though we strive to confirm appointments through SMS and/or email. Reminders are provided as a courtesy.

**TIME AND PUNCTUALITY:** Consultations (excluding assessments) typically last 50-60 minutes. If you are late, the consultation will still end 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 settled 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 Third Party Agency declines to cover your service fees, you are personally responsible for all charges. Debt collection services may be utilized for outstanding payments.

HALAXY ELECTRONIC PAYMENT PROCESSING FEES: By being a patient at our practice, you agree to cover any applicable Halaxy electronic payment processing fees using your credit/debit card on file. These fees do not apply to NDIS participants.

**MEDICARE:** A Mental Health Care Plan, HCWA referral, or EPC/CDM referral might entitle you to a partial rebate. You are required to pay the full fee upfront, and Medicare will reimburse you a partial amount. Note that this partial rebate will not cover the entire fee, and rebate amounts vary based on the service and referral type. We do not offer bulk billing services.

ONLINE MEDICARE REBATES CLAIMING: If eligible, you can instantly claim Medicare rebates online through our practice. This process eliminates the need to visit a Medicare office, as your health practitioner can submit the claim electronically via Halaxy for direct payment into your bank account.

You can check what bank account the rebate is going into on your MyGov account.

**COMPLAINTS:** You can lodge a complaint with any of our staff members through various channels. Our complaints procedure is available upon request and on our website. NDIS participants can also file a complaint with the NDIS Complaints Commissioner at any time.

**EASY READ DOCUMENTS:** Find a range of easy-to-understand documents on our website and in our waiting area, including participant induction packs, decision-making and consent forms, privacy and confidentiality documents, as well as complaints and feedback forms. Links to these documents are included in your initial appointment confirmation and reminder emails, and hard copies are available upon request.

**ADVOCATE:** If needed, you have the option to engage an advocate to represent your interests.

**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 billed to your NDIS plan.

**SUPPORT PLAN:** As an NDIS participant or parent, you will be required to complete an annual support plan with your practitioner as part of your clinical care, with charges applicable to your NDIS plan.

**NDIS AUDIT:** Periodically, as an NDIS provider, we undergo independent audits that may involve NDIS participants. This service agreement includes an opt-in/out consent.

CHANGES TO THIS AGREEMENT: Any modifications to this agreement must be mutually agreed upon in writing. We typically request a new agreement every 12 months or sooner, if necessary.

# **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
- OBIDE 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