

CLIENT ENGAGEMENT AGREEMENT

Between: Inner Clarity Psychology (Us)

And: You

1 Preliminary

This document sets out the terms and conditions upon which we will provide psychological services to you or to a person who is under the age of eighteen (18) years ("the Minor").

You may accept these terms by:

- a. expressly accepting the Agreement orally or in writing; and/or
- b. conduct (by engaging our services).

All words in capitalised letters have the meaning set out in Schedule 1 or where omitted in Schedule 1, their commonly attributed meaning.

2 Scope of work

We are a small private practice providing psychological assessment and therapy for a wide range of patient needs including:

- a. Private therapy sessions;
- b. Autism assessments;
- c. Attention Deficit Hyperactivity Disorder assessments; and
- d. Combined assessments (Autism Spectrum Disorder, Attention Deficit Hyperactivity Disorder and Specific Learning Disorders).

3 Persons who will perform the work, location and normal working hours

- a. Our services will be carried out by a psychologist registered with the psychology Board of Australia.
- b. Our practice is located at 17/175 Strickland Crescent, Deakin ACT 2600 and if we relocate we will give you advanced notice.
- c. Our practice's normal working hours will be published on our website innerclaritypsychology.com.au
- d. Our practice is closed after hours and on weekends and public holidays.

4 Our obligations

We will carry out the work required with professional skill and diligence and in accordance with the Charter of Rights for Clients as issued by the Australian Psychological Society.

5 Your obligations

- a. You agree to:
 - i. be punctual for your appointments;
 - ii. provide 48 hours' notice if you need to cancel or reschedule your appointments;
 - iii. pay our Fees and any applicable Cancellation Fees and Additional Fees in accordance with Schedule 1;
 - iv. where we are engaged to provide assessments, provide truthful, full and frank disclosure at clinical interviews and to provide all requested reports in a timely manner; and
 - v. notify us of changes to your contact details.

- b. Where we provide services to a minor at your request, you also agree:
 - i. to provide accurate information regarding the minor's family situation prior to or at your initial appointment;
 - ii. and warrant that you have legal authority to consent to the services on behalf of the minor;
 - iii. to notify us if there are any changes to your legal authority to consent to the services on behalf of the minor;
 - iv. to provide accurate, full, frank and candid disclosure of any Family Court orders in relation to the legal guardianship of the minor; and
 - v. to inform us if there is a court order restricting your involvement, or another person's involvement, in the minor's care;
 - vi. that feedback and assessment reports will be sent to you only as we do not have the capacity to provide separate feedback to other legal guardian(s);
 - vii. invite any other legal guardian(s) of the minor to appointments and to provide feedback to them where they cannot attend an appointment;
 - viii. if there is a legal agreement that requires any other legal guardian(s) to pay all or part of the Fees, it is your responsibility to settle our accounts and to collect reimbursement from the other legal guardian(s).

6 When fees are payable by you

- a. In consideration of the services, you agree to pay our Fees in accordance with the Payment Method and Payment Timing as set out in Schedule 1.
- b. If you fail to turn up to an appointment or if you do not provide sufficient notice of cancellation, Cancellation Fees as set out in Schedule 1 will apply.
- c. We will issue an invoice, setting out our Fees and any applicable Cancellation Fees or Additional Fees:
 - i. at the end of a therapy session; or
 - ii. prior to the commencement of the first session of the assessment schedule.

7 Our Fees for additional work

- a. Our Fees for performing assessments are based on the time typically required for reviewing reports and material, conducting clinical interviews and preparing psychological reports. However, there may be rare occasions where the amount of work involved in performing an assessment is greater than anticipated. These occasions include and are not limited to the following scenarios:
 - i. we do not receive full, accurate and/or timely information from you or the minor;
 - ii. we do not receive, in a timely manner or at all, copies of any documents that we request to provide our services;
 - iii. we receive new information or evidence which our sole opinion significantly increases the time required to provide the services;
 - iv. there are missed appointments;
 - v. we require additional reports or material, necessitating additional review and consideration; and/or
 - vi. you request additional appointments, longer appointment times or a wider scope of services.
- b. If the amount of work involved in performing an assessment is greater than anticipated:
 - i. we will raise this with you as early as possible;

- ii. we will charge you for the additional time required to carry out the assessment either pursuant to a further costs agreement that we will enter into with you, or if no further costs agreement is entered into, at the hourly rates contained in Schedule 1 ("the Additional Fees"); and
- iii. you agree to be liable for payment of the Additional Fees.

8 Assessments

In the event that we are engaged to perform an assessment:

- a. we will use reasonable endeavours to complete assessments within six to eight weeks commencing from the date that the final session of the assessment schedule takes place, however, the timeframe is dependent on factors outside our control including but not limited to the receipt of requested reports and documents, the complexity of the matter and the availability of persons to meet scheduled appointments;
- b. we will notify you as early as possible if the timeframe for the completion of assessments is likely to be extended;
- c. we will not commence any work until any requested deposits have been paid;
- d. a deposit must be paid in order to book any sessions within the assessment schedule.

9 Disputed Fees, failure to pay our Fees

- a. If you dispute all, or any part, of our Fees, you agree to advise us of your concerns as soon as is reasonably possible. We will attempt to resolve any such dispute in a timely manner.
- b. If you dispute all or any part of our Fees or fail to pay any of our Fees within five (5) days of our issuing an invoice, you agree that we may at our discretion suspend the services until such time as:
 - i. our Fees, including any applicable Cancellation Fees and Additional Fees are paid; or
 - ii. satisfactory alternative arrangements have been entered into for the payment of our Fees; and/or
 - iii. any dispute concerning our Fees is resolved.
- c. we will not release any copies of the assessment report to you or third parties until our Fees for the assessment have been paid.
- d. You agree that we will not be liable for any loss, damage, disadvantage or harm that you may suffer as a result of us deciding not to commence work, or continue to perform any further work or refraining from providing a copy of any assessment reports in accordance with this clause.

10 Interest on unpaid Fees

If our Fees are unpaid for thirty (30) days after the day on which we first provide you with an invoice, interest on the unpaid amount will be charged at the rate of 12% per annum. Any interest charged by us will be subject to adjustment should a dispute arise over our costs and if our costs are subsequently adjusted, as a result of any such dispute.

11 Medicare and private insurance

- a. As a courtesy, we will inquire about your Medicare, National Disability Insurance Scheme (NDIS) and

private health insurance entitlements, and endeavour to assist you with obtaining applicable rebates, however, you are strongly encouraged to know your own benefits as we are limited in our knowledge of your precise entitlements.

- b. If you are entitled to Medicare, NDIS or private insurance rebates or benefits, you are ultimately responsible for the cost of our treatment.
- c. It may be necessary to seek approval for more therapy after a certain number of sessions. There is no guarantee that these sessions will be covered by Medicare, NDIS or your insurer at which point you will remain responsible for payment for our Fees in full.

12 Collection of patient information

- a. You consent to our practitioners and staff collecting and processing your personal information, (or where applicable, the personal information of a minor) for the purpose of providing the services.
- b. The information we collect and process includes:
 - i. personal details (name, date of birth, contact details, Medicare and private health fund details).
 - ii. health information including medical history, medications, social and family history and risk factors.
 - iii. any other information deemed necessary for the purpose of providing the services. ("Patient Information")
- c. Our main purpose for collecting and processing Patient Information is to manage your healthcare or, where applicable, the healthcare of a minor.
- d. A secondary purpose for collecting and processing Patient Information is for business activities such as processing financial claims, benefits and payments.
- e. Patient Information is accessed by your psychologist and employees who require this for the main and secondary purposes only.
- f. At any stage, you have the right to request access to, and correction of, Patient Information, subject to exceptions in the relevant legislation. The treating psychologist may discuss with you the different forms of access, applicable time frames, and associated fees (if applicable).
- g. Requests to alter or remove any result outcomes or diagnoses is not permissible.
- h. If you do not wish for Patient Information to be collected, we may not be able to provide psychological services. In most cases, it will not be possible to retain the anonymity of a patient's name or to use a pseudonym.

13 Confidentiality of patient information

- a. We will safeguard the confidentiality of information obtained during our provision of psychological services, including but not limited to Patient Information, in accordance with our legal and ethical requirements.
- b. We will disclose confidential information obtained in the course of our provision of psychological services only under any one or more of the following circumstances:
 - i. where you are the patient, with your consent;
 - ii. where a minor is the patient and does not have sufficient maturity to give voluntary informed consent, with the consent of a person with legal authority to act on behalf of the minor;
 - iii. where there is a legal obligation to do so;

- iv. when consulting colleagues, or in the course of supervision or professional training, provided we conceal the identities of patients and associated parties involved or obtain consent in advance and obtain an undertaking from the recipients of the information that they will preserve confidentiality and privacy of the information.
- c. We may break confidentiality in the following circumstances:
 - i. if it is necessary to lessen or prevent a serious threat to you, a minor, or another person's life, health or safety;
 - ii. when there is a reasonable belief that there is physical or sexual abuse or neglect of any person under 18 years of age. A mandatory report to Child Youth and Protection Services will be made.
 - iii. when it is required or approved by law such as a subpoena;
 - iv. upon request by Medicare or a third party provider such as the NDIS;
 - v. for the purpose of enforcing the terms of this Agreement or the defence of any complaint or lawsuit.
- d. Where a minor has sufficient maturity to provide voluntary consent, the minor may have certain legal rights in relation to confidentiality which we must respect having regard to our ethical and legal rules.
- e. In the event that unauthorised access, disclosure or loss of Patient Information occurs, we will immediately contain, assess and remediate the incident. Steps will be taken to contain, assess, and notify either simultaneously or in quick succession any data breaches to minimise any risk of serious harm.

14 Termination

- a. You may terminate our services at any time in writing.
- b. In addition to any circumstances in which we may by our ethical rules or at law be entitled or required to cease acting for you or the minor, we will give you written notice that we intend to cease providing our services if:
 - i. you have not paid any of our Fees within 30 days of us billing you for same;
 - ii. you fail to pay a deposit within twenty one (21) days of a request being issued;
 - iii. you fail to provide us with proper, accurate, and/or timely instructions or reports that we have requested in order to provide the services;
 - iv. there are ethical grounds which we consider require us to cease acting for you or the minor, for example, if treatment is outside our scope of practice, if it may be more appropriate to seek treatment from another provider or there is no further benefit to be gained from continuing therapy with us;
 - v. in our sole discretion we consider it is no longer appropriate to continue to provide services;
 - vi. you breach this agreement; or
 - vii. we are providing a service to a minor and there is significant conflict between the minor's legal guardians which is disruptive to our practice or impedes the care of the minor.
- c. If you terminate our services or if we cease acting:
 - i. we will be entitled to be paid for our Fees and any applicable Additional Fees and/or

Cancellation Fees incurred by us up until termination;

- ii. If we have agreed to charge you a fixed fee, for example, preparing an assessment, we will charge you a pro rata proportion of that fee for the work done, and we will charge you in full for any disbursements incurred.
- iii. no deposits are refundable.

15 Destruction of documents

We retain Patient Information of adult patients seven (7) years after we stop providing services and of minors until they attain the age of twenty five (25) years. Our records are destroyed after these retention periods. We encourage you to retain copies of all reports.

16 Disputes or complaints

- a. If you have any concerns about our services, you agree to discuss these with your psychologist.
- b. If any disputes cannot be resolved between us:
 - i. any concerns about the conduct of your psychologist may be directed to the Psychology Board of Australia on 1300 419 495 or the Australian Psychological Society on (03) 8662 3300; and
 - ii. the parties will endeavour to settle any dispute by mediation before having recourse to litigation. The mediation shall be conducted in accordance with the Australian Disputes Centre's Guidelines for Mediation in force at the time of the dispute.

17 Governing Law

The terms of this Agreement are governed by the laws of the Australian Capital Territory (ACT) and the parties agree to the exclusive jurisdiction of the Courts or Tribunals in the ACT in respect of any proceedings in connection with this Agreement.

18 Assignment of Rights

In the event of our practice being sold, acquired or incorporated, we will have the right to assign any rights of the proprietor of the firm contained in this agreement to the purchaser or acquirer of the practice or the new incorporated entity.

19 Survival

The following clauses shall survive termination of this Agreement: 5, 6, 7, 9, 12, 13, 14, 15, 16, 17, 18, 19.

Signed: _____

Date: _____

Signed: _____

Kym Hancock trading as Inner Clarity Psychology

Date: _____

Schedule 1 –

PATIENT DETAILS

Name of patient (if adult): ("You")
 Name of patient (if a minor): ("the Minor")
 Name of minor's parent or legal guardian: (also "You")

FEES

Payment Method

Our Fees are payable by credit card or by electronic funds transfer to:

Bank St. George Bank
 BSB 112-908
 Acc. No 006 485 256

Services, Fee and Payment Timing

Type of service	Fee (plus GST)	Payment Timing
Private therapy appointment (in person or via telehealth)	\$280	Payable at the end of each appointment.
Cognitive, behavioural and educational assessment	\$2,150	Deposit of \$215 is required prior to initial appointment. Balance is payable prior to, or the date of, the last assessment session.
Autism assessment	\$2,380	Deposit of \$238 is required prior to initial appointment. Balance is payable prior to, or the date of, the last assessment session.
Combined assessment	\$4,240	Deposit of \$424 is required prior to initial appointment. Balance is payable prior to, or the date of, the last assessment session.
Additional time or conversations with you or a family member beyond the assessment.	\$240 per hour charged	Payable at the end of each appointment.

Cancellation Fees

If for any reason you need to cancel or reschedule your appointment, please provide 48-hours notice (not including weekends and public holidays).

The following Cancellation Fees will be charged for late cancellations or no-shows:

- More than 48-hours notice: no cancellation fee.
- Within 24-hours: 50% of the private therapy fee.
- Less than 24-hours notice or if there is no attendance: 100% of the private therapy fee.

Exceptions will be made on a case by case basis for situations outside your control.