

Application of Terms and Conditions

These standard terms and conditions (**Conditions**) are for the provision of psychological and ancillary services and treatment (**Services**) provided to you personally as a patient (**you**) by Innova Psychology (**Innova**) through any of Innova's psychologists, employees, representatives, contractors or agents (**Innova's Personnel**). You become bound by the Conditions upon agreeing to utilise the Services or dealing with Innova. Innova may make any changes to the Conditions as it sees fit from time to time and will give you prior written notification of any such changes. The Conditions, including any changes to them, will continue to apply by you continuing to seek or utilise Innova's Services.

Telehealth

Innova will only provide its services to you by telehealth, which includes telephone or videoconferencing. For the avoidance of doubt, Innova will not currently provide its Services by face-to-face or in person and you are requested not to ask Innova to do so. The Services provided are bound by the legal requirements of the National Privacy Principles from the [Privacy Amendment \(Private Sector\) Act 2000](#) and the relevant Privacy Principles in the Privacy Act, together with the [Health Records Act 2001 \(Vic\)](#) and the applicable Health Privacy Principles in the Health Records Act. Please be aware that you are responsible for any costs incurred in relation to the provision of your own software, hardware and data usage associated with this telehealth service.

Privacy in online communications

The privacy of any form of communication via the internet or a mobile device is potentially vulnerable and limited by the security of the technology. Innova will not make recordings of any sessions or use material from sessions for purposes other than delivering a service to you. Innova asks you to not make recordings of sessions and not to use materials from our sessions for purposes other than therapy. If you wish to record sessions or use session material for other purposes, you must seek the consent of your psychologist at Innova (**Psychologist**) or Innova's Personnel to do so.

Client information

Personal information will be recorded as a necessary part of your assessment and treatment. The information includes personal information such as name, address, contact phone numbers, and other information relevant to the psychological service being provided. To provide you with the most effective treatment, it is often necessary

for Innova's Personnel to collaborate with other professionals involved in your care and authorised practice administration and clinical staff (especially those involved in the initial referral process or when psychologists are under supervision). The information is retained in order to document what happens during sessions, and enables Innova's Personnel to provide a relevant and informed psychological service. Electronic and paper records are kept in secure storage.

Innova uses a secure private practice program called "Halaxy" to record and store personal information and it provides an appointment booking service. Further details are contained in Innova's Privacy Policy.

Innova uses a secure note taking tool called "Heidi" to accurately and efficiently capture the details of your discussions and outcomes of your appointments with Innova. Further details are contained in Innova's Privacy Policy.

Requests for access to client information

For information regarding the process for accessing your personal information held by Innova, please refer to [Freedom of Information](#) located on the Australian Health Practitioner Regulation Agency (AHPRA) website.

In the course of providing treatment to you, Innova's Personnel is likely to record not only factual material, but also their personal thoughts and comments that arise out of the therapeutic session. There are some circumstances in which access may be denied, for example, where the access poses a serious threat to the life or health of a person. Requests to access personal information will be responded to within 14 days of application and an appointment may be made for clarification purposes.

Attendance and timing

Sessions must not exceed 50 minutes to allow time for administration, such as forwarding documents and record keeping requirements and to manage the schedule for the next client. Innova may charge, in its sole discretion, an additional Fee for any portion of time that exceeds the 50 minutes consultation.

Contact between sessions

Phone and e-mail contact between sessions is limited to rescheduling appointments only. If issues arise between sessions, please make a note of them and bring them to your next session for discussion. Innova does not provide a crisis or emergency service (refer below for further detail about this).

Consultation fees

The consultation fees for the Services (**Fees**) will be notified separately to you in writing on or prior to your initial consultation with Innova. Innova may make any changes to the Fees as it sees fit from time to time and will give you prior written notification of any such changes. Any consultation session fees due must be paid prior to or at the time of your consultation. Please ensure that you have sufficient funds in your account two days prior to the consultation, prior to your appointment time. With your consent, Innova uses a third party provider to securely and conveniently store your credit card for future transactions, in a secure and Payment Card Industry-compliant manner. Transaction bank fees will apply for all payments.

Cancellations

Cancelled sessions will be billed as follows:

Failure to attend with no notice: Full Fee

0–24 hours notice: Full Fee

24–48 hours notice: 50% of Fee

Extenuating circumstances: In cases of emergency or illness, Innova may waive the cancellation fee at its discretion, but you must notify Innova as soon as possible.

Liability

- a) To the maximum extent permitted by law, Innova's liability for which you have retained Innova is limited to the maximum of:
 - i. the professional fees actually paid to Innova by you; and
 - ii. any professional indemnity or other insurance that might be in place and provides coverage and indemnity for the provision of Innova's Services.
- b) You acknowledge and agree that Innova provides its Services solely to and for the benefit of you and any treatment, advice or Services cannot be used or relied on in any way whatsoever by any other person.
- c) You agree that you will provide Innova with complete, accurate and timely information, and documents in your possession, relevant to your treatment when requested by Innova. You acknowledge that a failure to do so may result in inappropriate or misdiagnosed treatment or loss being caused to you or to another person. You agree to be responsible for any such loss, directly indirectly, and by indemnifying Innova accordingly.

- d) You acknowledge and agree that none of Innova's Personnel will have any liability to you, and / or any other person whomsoever, for all claims whatsoever and howsoever arising including for professional negligence or otherwise and / or directly or indirectly connected with Innova's Services.

Provision of Services

- a) Innova is not bound at any time, at its sole discretion, to provide any Services to you.
- b) Innova may, at its sole discretion, cease providing its Services to you at any time by giving you prior written notification, including for the following reasons:
- Innova's invoices or Fees are not paid by you when they become due and payable.
 - You do not provide adequate information or documentation, or in a timely way, to enable Innova to provide its Services to you.
 - Innova determines, at its sole discretion, that your healthcare needs might be better and otherwise addressed by other healthcare professionals.
 - An actual or potential conflict of interest arises that, in Innova's sole consideration and opinion, requires Innova to cease providing its Services to you.
- c) If Innova fails or ceases to provide its Services to you for any reason whatsoever:
- Innova will not incur any liability whatsoever to you or any other person as a result.
 - Innova will promptly send a final invoice for all outstanding Fees to be paid by you immediately from the date of the invoice.

Complaints policy

Innova strives to offer a high quality service. We welcome all feedback, including complaints, to help us in evaluating and improving our services.

If you have a concern with your psychologist, we encourage you to first consider discussing this with them in session. This may help to resolve your concerns, and clarify any misunderstandings. However, if you do not feel comfortable raising the issue during your session, complaints can be made via email by emailing us at info@innovapsychology.com.au.

Our aim is to resolve complaints as quickly as possible. However, if the resolution process will take more than 10 business days, we will let you know and provide updates on the progress of your complaint.

If you are not satisfied with our handling of your complaint, there are external methods of review you can consider. This may include (but is not limited to) contacting AHPRA.

Crisis and emergency

Please note that Innova does not provide a crisis or emergency service. Innova and / or Innova's Personnel will not be responsible or liable for to you, and / or any other person whomsoever, for all claims whatsoever and howsoever arising from Innova not responding to any crisis or emergency for you. The Innova website and email address are not monitored at all times. If you need help urgently please go to the emergency department of your local hospital or contact: Lifeline on 13 11 14 or [lifeline.org.au](https://www.lifeline.org.au); Suicide Call-back Service: 1300 659 467; Beyond Blue COVID-19.