

Clinical Psychology Service Agreement

Section A:

Welcome to my Practice

Welcome to my practice. This document contains information about my professional services and business policies. It also contains information about the various laws and ethical guidelines that govern the practice of psychology.

Therapy is a relationship between people that works in part because of clearly defined rights and responsibilities held by each person. As a client in psychotherapy, you have certain rights and responsibilities that are important for you to understand. There are also legal limitations to those rights and this document will assist you in understanding both your rights regarding and the legal limitations of our professional relationship.

Please take the time to read through this document as it is in your best interest to make sure that you fully understand your rights when it comes to engaging in psychotherapy. Furthermore, both legally and ethically, you need to give written indication that these rights have been explained to you **before we can proceed** with actual therapy.

How to work through this document:

Section B: The next section asks you to provide the information that I need for the administrative part of therapy such as opening a therapy file and creating an account.

Section C: This section provides a summary of the practice's policies and procedures regarding matters such as confidentiality and the limits thereof. This section will also assist you in navigating frequently asked questions such as how to make and cancel appointments and how the practice's billing system works.

Section D: This section contains the Practice's Privacy Notice. This notice explains how the practice processes your personal information in accordance to the Protection of Personal Information (POPI) Act (no 4 of 2013).

Couple Therapy:

If you are part of a couple or family unit coming for therapy, each person should please sign their own copy of this document.

Signing this document:

- By signing this Clinical Psychology Service Agreement, you declare that you have read, understood and agree to the terms and conditions herein.
- Please retain a copy of this agreement for your own records. If this document is completed in the rooms, I will send you an electronic copy of the signed document.
- If you have any questions or concerns regarding this document, please contact me before you sign or at any time thereafter.

...

Section B:

Client & Billing Information

Client details:

Surname	:	<input type="text"/>	Initials	:	<input type="text"/>
Full Names	:	<input type="text"/>	Language	:	<input type="text"/>
Preferred / Nickname	:	<input type="text"/>	Identity Number	:	<input type="text"/>

Contact information:

Physical Address	:	<input type="text"/>	Postal Address	:	<input type="text"/>
		<input type="text"/>			<input type="text"/>
		<input type="text"/>			<input type="text"/>
Code	:	<input type="text"/>	Code	:	<input type="text"/>

[I nominate the above addresses as my domicilium citandi et executandi for all purposes of this agreement]

Email Address	:	<input type="text"/>	May I send your account via email?	<input type="checkbox"/> yes	<input type="checkbox"/> no
---------------	---	----------------------	------------------------------------	------------------------------	-----------------------------

(Please read Section C:4 [p.6 'Sending of Accounts via Email'] before nominating an email address)

Cell Phone #	:	<input type="text"/>	May I message or text you?	<input type="checkbox"/> yes	<input type="checkbox"/> no
--------------	---	----------------------	----------------------------	------------------------------	-----------------------------

Alternative Contact #	:	<input type="text"/>	May I leave a message for you at this number?	<input type="checkbox"/> yes	<input type="checkbox"/> no
-----------------------	---	----------------------	---	------------------------------	-----------------------------

Place of Work	:	<input type="text"/>	Position	:	<input type="text"/>
---------------	---	----------------------	----------	---	----------------------

Work Address	:	<input type="text"/>
--------------	---	----------------------

Medical aid details: (Please complete if you intend to claim your sessions from your medical aid)

Name of Fund	:	<input type="text"/>	Membership Number	:	<input type="text"/>
--------------	---	----------------------	-------------------	---	----------------------

Main Member	:	Surname	<input type="text"/>	Initials	<input type="text"/>	Title	<input type="text"/>
		ID Number	<input type="text"/>				

May I include the ICD-10 Code on your account?	:	<input type="checkbox"/> yes	<input type="checkbox"/> no
--	---	------------------------------	-----------------------------

(Please read Section C:3 [on p.4] regarding confidentiality & your medical scheme)

Alternative contact persons in case of an emergency:

Name & Surname	:	<input type="text"/>	Contact Number	:	<input type="text"/>
----------------	---	----------------------	----------------	---	----------------------

Relationship to you	:	<input type="text"/>
---------------------	---	----------------------

...

This section provides a summary of the various policies and procedures of my practice. These policies and procedures are informed by and in accordance with the following acts, rules, regulations and ethical guidelines:

Consumer Protection Act (no 68 of 2008), Debt Collectors Act (no 114 of 1998), Health Professions Act (no 56 of 1974), Medical Scheme Act (no 131 of 1998), Mental Health Care Act (no 17 of 2002), National Health Act (no 61 of 2003), Promotion of Access to Information Act (no 2 of 2000), Protection of Personal Information Act (no 4 of 2013) as well as the Ethical Rules of Conduct as set out by the Health Professions Council of South Africa (HPCSA) and the Psychological Society of South Africa (PsySSA).

C:1

Informed Consent for Services to be Rendered

- With this document I have attempted to provide you with sufficient information in order for you to make an informed decision about starting therapy. Throughout our journey I will orally provide you with additional information so that you can make continuous informed decisions about the treatment I provide; including assessments, evaluations or diagnostic services.
- In turn, it is your duty to continuously enquire about anything regarding the treatment that you wish to know or do not understand.
- Receiving treatment from me is always voluntary and you can refuse treatment at any stage.

C:2

The Therapeutic Process

Creating a Therapeutic Relationship:

- The therapeutic process starts with you and me forming a working relationship. It is an active process in which you will assist me in guiding you in accordance to your own specific goals.
- Ultimately therapy is about you and your needs; if you feel that I am not the right person to assist you, please let me know so that I can help to refer you to someone more suitable. In turn, if I believe that I am not suitable to address your specific needs effectively, I will discuss it with you and assist you in finding a more suitable therapist.

The Risks and Benefits of Psychotherapy:

- Psychotherapy has the potential to yield many benefits for individuals who undertake it. Therapy often leads to a significant reduction in feelings of distress, increased satisfaction in interpersonal relationships, greater personal awareness and insight, increased skills for managing stress and resolutions to specific problems. There are however no guarantees regarding the outcome or the pace of psychotherapy. Psychotherapy requires a very active effort on your part. For psychotherapy to be most beneficial, you will have to work on and think about the things we discuss outside of sessions.
- The process of psychotherapy often requires discussing the unpleasant aspects of your life. Therefore, potential risks may include experiencing uncomfortable feelings such as sadness, guilt, anxiety, anger, frustration, loneliness and helplessness. Misunderstandings and frustrations are not uncommon and can in fact be a sign of change and growth. I invite you to discuss any unpleasant or vulnerable aspects of this process so that we can address them together.

Starting and Ending Therapy:

- The first few sessions will involve a comprehensive evaluation of your needs. By the end of this evaluation, I will be able to offer you some initial impressions of what our work might include. At that point we will discuss your treatment goals and create an initial treatment plan.
- Terminating therapy: Ideally, we will discuss the ending of therapy and have a final closure session where we can discuss what we have achieved and address any unfinished concerns. I invite you to discuss your intent to terminate therapy with me rather than to allow an unfinished process. You may however terminate therapy at any time, and you are also welcome to return should you wish to work with me again.

Psycho-Legal Work:

- Psycho-legal assessment and psychotherapy are distinct different processes and may ethically not be undertaken by the same psychologist. If you are looking for someone to provide you with a report, psycho-legal assessment or advice in a court proceeding then I can assist you with a referral.
- Please note that I will not contribute as an expert witness in court to support any legal matter that you may be involved in unless I am obligated to do so by law. In such an event, you will be expected to pay for the professional time required, even if another party compels me to testify.

C:3

Confidentiality & Limits to Confidentiality

Confidentiality:

- Psychotherapy is intended to be a safe and confidential process. As a general rule all communication between us is confidential and any records that relate to the provision of psychological services to you are also confidential.
- Please also take note of the Practice Privacy Notice (Section D) which provides more detail as to how your information is processed and protected.

Confidentiality in Couple Therapy:

- The practice follows a 'no-secrets'-policy when working with couples. Simply put it means that I will not hold a secret on behalf of a member of the couple. There is sufficient research to indicate that should certain secrets, held by a therapist, become known to the other party, significant harm is done to the trust relationship within therapy and that this may ultimately bring into question any progress made.
- If, for whatever reason, you do not want your partner to know certain information but would like to discuss it with a therapist, it is best to rather work with a different therapist on that specific issue.
- Should any party request information regarding the couple therapy, I will require both of you to give explicit permission before I will share any information.

Limitations to Confidentiality:

Your information may not be disclosed without your explicit verbal or written consent, with the following legally mandated or legally permitted exceptions:

- **Harm to you or others:**

If I have a reasonable suspicion that you, or another person, may be at risk of harm, a report has to be filed with the appropriate authority. Where appropriate I may also contact the other person/s involved and/or your nominated emergency contact. Risk of harm may include, but is not limited to: Suicide, parasuicide, homicide, significant bodily harm as well as the abuse of or harm done to a child or vulnerable adult.

- **Court Order:**

If a court orders the disclosure of your records, I am legally required to provide the information requested. If you anticipate becoming involved in a court case, I require that we fully discuss this before we proceed with therapy.

- **Medical Schemes:**

- Accounts that are submitted to a medical aid must include a diagnosis, indicated with an **ICD-10 code**. Without this code your medical aid has the right to refuse payment.
- The ICD-10 Code (International Statistical Classification of Diseases and Related Health Problems - 10th Revision) can easily be looked up on various internet sites and I recommend that you treat your account as confidential and not share it with anyone with whom you would not like to share diagnostic information.
- Furthermore, medical schemes may, at their discretion, request additional information regarding your diagnosis or treatment. I will only release such information with your consent.
- Please note that I do not have any control over the management and utilization of your ICD-10 information by your medical aid.

Please Initial: _____

- **Debt Collection:**

Should you default on payment, credit-related information concerning you may be disclosed to a credit bureau or attorney. The documents handed over are: A copy of this contract, your account (excluding the ICD-10 Code) and a summary of the practice's attempts to effect payment. The practice reserves the right to notify your medical aid if they have paid you for a claim without the account in turn being settled with the practice.

- **Disclosure to Protect the Practice:**

The practice will release reasonable information for the purpose of protecting its own legitimate interests, rights and property.

Protecting your confidentiality in relation to social media:

To protect your privacy I do not 'friend', 'follow' or 'link' with anyone who is, or has been a client of mine, on any social media platforms that permit others to view our connection.

Protecting your confidentiality in social settings & contact outside the office:

- If we see one another outside of the privacy of my office, I will not acknowledge you unless you initiate contact first. If it looks like I am ignoring you, this is not done out of rudeness, but rather reflects my respect for your privacy. You may of course choose to ignore me as well.
- It is not unusual for some clients of my practice to know one another or other people I know. I will not discuss any of your private information with another client or person. If you are aware of / or are concerned about another relationship which links us, please discuss this with me. In some instances, it may be more appropriate for me to assist you with a further referral rather than seeing you as a client.

Recording of therapy sessions:

Therapy sessions are considered to be private conversations and as such may not be recorded or intercepted without the consent of the parties involved [Section 14 of the South African Constitution (1996), the Regulation of Interception of Communications and Provision of Communication-Related Information Act (Act 70 of 2002) as well as the POPI Act (no 2 of 2000)].

C:4

Fees & Payment Procedures

2026 Rates:

- Currently (2025) the practice charges:

Individual / Couple Therapy	60 minute session	R 1 600.00
(If needed, both longer and shorter sessions can be arranged and will be billed for proportionally using the rate of R 1 600.00 per hour).		
Supervision / Professional Consultation	60 minute session	R 1 600.00
Telephonic Consultation between sessions	>5 minutes duration	R 26.00 per minute
Reports / Letters /Forms (except PMB Forms)		<i>pro rata</i> rate

Fee Changes:

- Whenever changes relating to fees occur, I will provide you with written notice indicating both the changed fee as well as the date on which the change will become effective.

Payments:

- Accounts need to be settled in full within fourteen (14) days from date of treatment. Payments can be made via Electronic Transfer using the practice's bank details which are printed on each statement. If you are unable to pay for a session on time, please discuss it with me as soon as possible so that we can make alternative payment arrangements.
- You will be held liable for any bank charges levied against the practice in the event of a bank declining to honour any method of payment.

Sending of Accounts via Email:

- The practice endeavours to send accounts & invoices within 24 hours of the treatment date and/or payments received. Accounts are sent in good faith and the practice does not accept responsibility for the failings of email service providers. If you do not receive an account, it remains your responsibility to request a copy or to follow up on any outstanding balance.
- With your permission (Section B / Billing Information), accounts are sent via email. These emails include the account (as a Portable Document Format [.pdf] attachment) as well as the date and time of your next scheduled appointment.
- It is important to be aware that electronic communication can be accessed by unauthorised persons and can therefore compromise your privacy. In addition, some employment contracts may give your employer the right to read emails sent or received via a company email address.
- Currently, the practice does not use encrypted email attachments in order to assist you with the on-send to your medical scheme.

Medical Aid Schemes:

- You, and not your medical aid, are fully responsible for the payment of your account and the practice does **not** undertake to submit your account to your medical scheme on your behalf. Should your medical scheme require additional information in order to effect payment, it is your responsibility to alert the practice of this.
- Medical schemes pay according to their own policies & rules and do not necessarily cover the practice's full rate. In addition, medical aids only pay for treatments which, in their judgement, are medically necessary and may therefore decline payment depending on the reason for which you seek therapy.
- **Prescribed Minimum Benefits (PMBs):**
 - PMBs are used for life threatening and emergency situations, a limited number of medical conditions & certain chronic diseases.
 - The practice cannot diagnose a condition that you do not have, and we will not apply for a PMB for a condition for which you do not meet the criteria.
 - Before commencing with the application for a PMB, it is important that you carefully consider any possible consequences of such an application. These are:
 - If you use out-patient sessions for treatment, and you require in-patient hospital care during the year, you may not have full access to this through the PMB, as you would have used a portion, or all of the benefit for therapy. For example: If you are diagnosed with a depressive episode you may apply for up to 15 therapy sessions **OR** up to 3 weeks hospital-based management for depression.
 - Applications made for a PMB require a detailed disclosure of the condition. This means that sensitive information about you will be provided to your medical aid. This may also impact other areas of your life; such as life insurance policies, immigration as well as career choices.

Defaulting on Payment:

- At the discretion of the practice, any account not settled in full after 14 days from date of treatment may be handed over for debt collection. The practice will always first attempt to effect payment from you directly before handing over any debt.
- Should it be necessary for legal action to be taken to recover any amounts owing to or arising out of treatment received, you will be held liable to pay any collection and/or legal costs. This includes attorney fees on the Attorney Own Client Scale as well as any tracing costs and charges as stipulated by the Debt Collectors Act 114 of 1998. All parties named herein consent to the jurisdiction of the magistrate's court should legal proceedings be necessary for the collection of outstanding amounts.
- The practice retains the right to disclose any information regarding credit worthiness, defaults in payment and details of how the account is conducted to any other creditor or the applicant or to one or more Credit Bureaus.

Appointments:

- Office Hours are Monday to Friday from 7.30 am to 5 pm and appointments are 60 minutes in duration unless otherwise agreed upon.

- The time scheduled for your appointment is assigned to you and you alone. You are responsible for coming to your session on time. If you are late, your appointment will still need to end on time.
- To make an appointment, please phone or send a text message - **do not use email** to make or cancel appointments.

Cancellations / Appointments not kept: 24 hour cancellation policy

- Appointments need to be cancelled at least 24 hours in advance, and should be cancelled on the last working day (Monday to Friday) before your appointment.
- Appointments not cancelled in time will be charged for in full.
- Please phone or send a text message - **do not use email** to make or cancel appointments.
- Appointment reminders are sent as a courtesy and do not determine the cancellation period.
- **Reason for 24 hour cancellation policy:** The practice is only able to set a limited number of appointments per day. When an appointment is cancelled without appropriate notice, I am unable to fill that time slot with a client from the waiting list. This time then constitutes an unrecoverable loss for the practice. The policy does not intend to punish any client of the practice, but rather ensure a healthy and mutually accountable relationship.
- If, due to unforeseen circumstances, I need to cancel an appointment with you, and I am not able to do so myself, I will nominate a trusted 3rd party to contact you on my behalf.

C:6

Online Consultations

Benefits & Limitations of Online Therapy:

- As with traditional face-to-face therapy, online therapy has been shown to be effective in helping with many difficulties. However there are some limitations unique to online therapy. For example, the lack of face-to-face interaction can affect the relational experience (in other words, it can lessen our ability to form a strong therapeutic relationship).
- If, due to your specific circumstances, I make a clinical judgement that online sessions are not suitable for you, I will discuss this with you. I also reserve the right to suspend online sessions with you should I believe that you are not receiving the best treatment via this medium. If at any time you feel that you are not receiving the most effective treatment, please let me know. If this is the case, we can suspend your online therapy and switch to an in-person format, or I can refer you to a healthcare facility in your area.

Technological Requirements & Competencies:

- Reliable high-speed internet connection is required.
- Zoom Platform:
The Zoom software has been recognised by the practice's Indemnity Insurer as offering adequate security for online therapy sessions. Zoom can be downloaded (free of cost) at: www.zoom.us. (It may be easier for you to download the Zoom app from your device's app store). It is strongly advised that you set up the Zoom app and test your video & audio capabilities before each session.

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.
- If reconnection is unsuccessful, I will contact you via your nominated phone number to assist you with the technical problems or to reschedule.
- **Loadshedding:** Please make provision if you are going to have loadshedding at the time of our appointment. Appointments cancelled on short notice due to loadshedding will be charged for in accordance with the 24 hour cancellation policy.

Confidentiality & Privacy:

- Confidentiality remains of utmost importance and you hereby agree that you will not record the session without informing me and allowing me to advise you of the risks involved. Therapy sessions are deemed to be private conversations and the recording of them is

Please Initial: _____

prohibited without the consent of all parties involved.

- It is important that you ensure that you are in a quiet, private space that is free of distractions during the session.
- There is a risk, albeit small, that online consultations can be intercepted by a third-party. Please use a secure internet connection and do not connect via public or free Wi-Fi. Please consider password protecting the devices you use and installing antivirus software to prevent any unauthorised access.

Cross-Border Clients:

- I am registered as a Clinical Psychologist 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 any legal recourse will only be available to you in South Africa.

C:7

Contacting Me & Contact Initiated By Me

- The best way to contact me is by cellular phone on 082 971 4437. Please do not use email for urgent messages or to schedule appointments. While I do check my phone frequently during the day, I do not always check my emails daily.
- I do not answer my phone when I am with clients or if I am in an environment where I am unable to take your call confidentially. Please leave a message or send a text and I will return your call as soon as possible. If I have not returned your call on the same day please call again as messages can be difficult to hear or can get lost. Please note that I do not respond to messages outside of office hours.
- When you contact me an implied consent exists for my reciprocal contact. However, there are times that I may initiate contact with you either by phone, text or email. For example: To send account related information and reminders of appointments or, if I deem it clinically appropriate, checking in with you or sharing information with you.

C:8

Emergencies

- If you feel that you cannot wait for me to return your call or for your next appointment and you feel that you are unable to keep yourself safe or are in imminent danger, please go to your nearest hospital emergency room or contact the emergency services.
- If I become concerned about your personal safety, the possibility of you harming someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. I will do so with your best interests, as I understand them, in mind.

C:9

Indemnifications

Personal Safety:

When entering the property (not only my offices) on which my practice is situated, you assume full responsibility for your own safety as well as those accompanying you. Neither myself, my staff or any other persons associated with my practice or the property can be held liable for any injury or material damage that might befall you, or any person who accompanies you, whilst on the property. To this extent you indemnify myself, my staff and all other persons associated with my practice or the property against any claim (including claims by dependents), of whatever nature, arising out of, or associated with injury or material loss suffered by you or any other person that might accompany you whilst on the property.

Damage to Property:

Should you in any manner damage anything on the property on which my practice is situated, you agree to reimburse the injured party fully for the expense incurred to repair the damage caused by you.

- At present, I do **not** use any artificial intelligence (AI) tools or AI-assisted digital technologies in the provision of psychological services. This includes but is not limited to AI-generated therapeutic content, chatbots, automated diagnostic tools, or AI-enhanced administrative systems.
- All psychological services, assessments, communications, recordkeeping, and clinical decisions are conducted personally and directly by me as your treating psychologist, in line with the ethical standards of the Health Professions Council of South Africa (HPCSA). Should this change in future, you will be informed, and your written consent will be required before any such tools are introduced into your care.

- Therapy involves a commitment of time, money and energy and it is therefore important that you take the time to consider this commitment. I invite you to be patient with yourself, your unique needs and the pace of your development and healing.
- I undertake to work to the best of my ability to provide you with a professional service and if at any time you are unhappy with what is happening in therapy, I hope that you will talk to me so that I can respond to your concerns. Your concerns will be taken seriously and handled with care and respect.
- You have the right to safe, considerate and respectful care, without discrimination as to race, ethnicity, gender, sexual orientation, age or religion. Should you feel that I have not given your concerns the appropriate and respectful consideration; you have the right to address this with the Health Professions Council of South Africa. Their website (www.hpcsa.co.za) gives detailed information on how to lodge a complaint.

- **Terms of this Contract: Read, Understood & Agree**
 - By signing this document you declare that you have read, understood and agree to the terms and conditions set out herein.
 - Please initial each page.
 - The practice retains the right to update its policies and procedures in accordance to changing legislation and good practice. If relevant you will be informed of any such changes. Regardless of any material changes, it is the policy of the practice to update client information and share practice policies with its current clients on a yearly basis.
 - If, at any time, there is anything regarding your treatment that you wish to know or do not understand, it is your duty to enquire.
- **Acknowledgement of Receipt of the Practice Privacy Notice:**
The Practice Privacy Notice (attached hereafter in Section D) explains how the practice processes your personal information in accordance with the Protection of Personal Information (POPI) Act (no 4 of 2013). It details how and why the practice collects, stores, uses and protects your personal information. By signing below you declare that you have read, understood and agree to the terms and conditions set out within the Practice Privacy Notice.

 Name & Surname in print

 Date

 Signature

.....

Section D:

Practice Privacy Notice

This notice explains how the practice processes your personal information in accordance with the Protection of Personal Information (POPI) Act (no 4 of 2013). It will help you to understand how I collect and use your information and under which circumstances the practice may, or is legally obligated, to share your information.

In addition to the POPI Act, the confidentiality and privacy policies and procedures of the practice are informed by and in accordance with the following acts, rules, regulations and ethical guidelines: Consumer Protection Act (no 68 of 2008), Debt Collectors Act (no 114 of 1998), Health Professions Act (no 56 of 1974), Medical Scheme Act (no 131 of 1998), Mental Health Care Act (no 17 of 2002), National Health Act (no 61 of 2003), Promotion of Access to Information Act (no 2 of 2000) as well as the Ethical Rules of Conduct as set out by the Health Professions Council of South Africa (HPCSA) and the Psychological Society of South Africa (PsySSA).

The practice is committed to protecting your privacy and ensuring that your personal information is collected and used lawfully. The practice is committed to taking the appropriate, reasonable, technical and organisational measures to prevent the unlawful access to or loss of / damage to your personal information.

To prevent unnecessary repetition, information described in the Practice Policies and Procedures portion of this document (Section C), will only be briefly summarised in this section.

D:1

The Protection of Personal Information (POPI) Act (no 4 of 2013)

The Purpose of the POPI Act:

The purpose of the POPI Act is to give effect to your constitutional right to privacy. It provides conditions to safeguard and secure the integrity and confidentiality of personal information that is processed by another party.

What is Personal Information?

Personal information is defined by the POPI-Act as information relating, but not limited, to:

- your race, gender, sex, marital status and age
- your educational, medical, financial, criminal or employment history
- any identifier assigned to you such as your email address, physical address, telephone or identity number
- your biometric information such as DNA, body measurements or fingerprints
- your personal opinions, views and preferences
- correspondence sent by you that is of an implicit or explicit private nature
- the views and opinions of other individuals about you
- your name if it appears with other personal information relating to you or if the name itself will reveal information about you

What is Processing of Personal Information?

The processing of personal information is defined by the POPI-Act as any activity relating to the:

- collection, receipt, recording, organising, storing, updating, retrieval or use of personal information
- dissemination by means of transmission, distribution or making available in any form of personal information
- merging, linking, restriction, degradation, erasure or destruction of personal information

What personal information does the practice collect?

The practice only collects lawfully permitted information. This includes, but is not limited to, the following:

- Your name, contact details and other information as contained in Section B (Client & Billing Information) of the Clinical Psychology Service Agreement.
- Appointment dates and times as well as information relating to any other contact you have with the practice such as telephone calls and emails.
- Therapy notes which include diagnostic information and information about you given to the practice with your consent.
- Account related information such as dates of payments owed and received.

How does the practice collect your personal information?

- The practice is committed to the informed, consensual and limited collection of essential and relevant personal information.
- Information is collected directly from you through the forms you complete, information shared during therapy sessions and other information intentionally shared by you or someone you nominate. With your explicit permission and/or as permitted by law, information can also be collected from other sources such as a referring therapist or doctor. The practice will inform you, if appropriate, if any information about you is given to the practice in an unsolicited manner.

Why and how does the practice use your personal information?

- **To provide you with care:** The processing of personal information is integral to the process of psychotherapy. The success of our working together greatly depends on your intentional sharing of confidential personal information such as your age, physical and mental health, sexual orientation, opinions and beliefs etc.
- **For administrative purposes:** The practical running of the practice, such as billing procedures, requires that some of your personal information is processed.
- **Secondary or indirect use:** Your limited and completely de-identified / anonymous data may be used by the practice to participate in research, to participate in practice surveys / audits and to seek supervision from or give supervision to another registered therapist. Should any other activity, in which the practice is legally obligated to participate, require your personal information to be used it will only be done when all appropriate, reasonable technical and organisational measures have been taken to protect your rights.

The disclosure of your personal information to 3rd parties

Under certain clearly defined circumstances the practice is legally obligated, or has the legal right, to share your personal information, without your consent. The practice will endeavour to notify you should this ever be applicable to you.

- **Disclosure as obligated by Law:** The practice is legally obligated to share your personal information if I have reasonable cause to believe that you present a danger to yourself or others, that a child or a vulnerable adult is in need of protection or if a court orders the disclosure of your records.
- **Disclosure to Medical Schemes:** It is mandatory to include an ICD-10 (International Statistical Classification of Diseases and Related Health Problems – 10th Revision) diagnostic code on all invoices that are submitted to a medical aid.
- **Disclosure for Debt Collection:** Should you default on payment, credit-related information concerning you may be disclosed to a credit bureau or attorney. In addition, the practice may be required to release reasonable information for the purpose of protecting a medical scheme against fraud.
- **Disclosure in the case of a deceased client:** If relevant, information may be shared with the written consent of the next of kin or the executor of the deceased's estate.
- **Disclosure to protect the practice:** The practice will release reasonable information for the purpose of protecting its own legitimate interests, rights and property.

- **Other 3rd party access or potential access to your personal information:** If the practice has a contract with a third party, whose services require the processing of, or potential access to, your personal information; such as auditors and IT support, the practice will endeavour to ensure that your personal information is protected. The practice makes use of confidentiality contracts with service providers and gives preference to providers that have their own established privacy practices.

D:6

Keeping your personal information secure

Storage and Disposal of your Personal Information:

- The practice will store your information as long as required to do so by law. Currently the Health Professions Council of South Africa requires that the records of an adult be stored for 6 years after the last date of treatment.
- To ensure the protection of stored information the practice uses password protected electronic devices, up-to-date security software and secure, locked storage of all client records. The practice regularly reviews and improves the measures taken to protect your personal information from unauthorised access, accidental loss, disclosure or destruction.
- My practice's website is secured by means of an SSL certificate and I take reasonable measures to ensure the continued security of my website.
- In the event of my death or incapacity your records will be handed over to an elected attorney or psychologist who will inform you of my death and assist you with a referral to another therapist. If required your records will be handed over to a new therapist or securely kept until they may be lawfully destroyed.
- All disposable documents containing personal information are securely destroyed.

Unauthorised access to your personal information:

- In spite of the security measures that are in place to protect your personal information, you acknowledge that the risk exists that your information may be accessed by an unauthorised 3rd party, for example, as a result of illegal activity. Should the practice reasonably suspect that your information has been accessed without the required authorisation; the practice will notify you and the appropriate authorities as well as take the necessary steps to reduce further risk.
- **Indemnification:** I do not accept any responsibility for damage caused by a breach of information pertaining to you and you indemnify me against loss or liability that might result from such a breach of information.

D:7

Your rights regarding the processing of your personal information

You have the right to:

- Be notified if and for which reason/s your personal information is being collected.
- Be notified if your personal information has been accessed by an unauthorised person.
- Request to correct, destroy or delete your personal information (unless subject to another legal limitation).
- Reasonably object to the processing of your personal information.
- Submit an enquiry or complaint to the Information Regulator if you suspect that your personal information is not being lawfully processed.

The right of access to your personal information:

- Requests for access to your treatment records must be made in writing and be signed by you or your representative. All requests should be submitted with sufficient notice (a minimum of ten working days). In some cases there may be a charge for time spent preparing information requests.
- The policy of the practice is to, upon request, provide a treatment summary in easily understandable language so as to minimise any confusion or upset. I would typically advise that you review this summary in my presence so that I may assist you with its interpretation, answer questions or address any concerns. Should you opt not to review your records with me, I reserve the right to deny you access to your records but may make them available to another mutually agreed upon healthcare provider who can assist you with the interpretation thereof.

- Information may also be withheld if another person is identified in these records (for example as part of couple therapy) and they do not want their information disclosed to you. Should the practice deny you access, you will be provided with a written explanation.

D:8

Questions & Complaints

Questions: If you have any queries about this notice; you need further information about the privacy practices; you wish to withdraw consent; exercise preferences or access or correct your personal information, please contact me directly. Depending on the nature of your request, I may ask you to address the practice in writing.

Complaints: Should you believe that the practice has utilized your personal information contrary to the applicable law, I request that you first attempt to resolve any concerns with me directly. If you are not satisfied with this process or you feel that I have not given your concerns the appropriate and respectful consideration, you have the right to lodge a complaint with the Information Regulator (www.justice.gov.za/infoereg/). Alternatively you have the right to address your complaint with the Health Professions Council of South Africa. Their website (www.hpcs.co.za) gives detailed information on how to lodge a complaint.

D:9

Notification of changes to the Practice Privacy Notice

The practice reserves the right to update, modify or amend this policy in order to, but not limited to: Adapt to changing data protection practices and technology, increase the functionality of the practice or to incorporate changes in law, regulations as well as good practice guidelines. If such changes have a potential limiting effect of your rights I will inform you in writing of any such changes.

.....