



TERMS AND CONDITIONS

We provide Services on behalf of your employer as part of our Employee Assistance Plus and Career Assist Programs (Services). As part of the Services, we engage consultants with relevant professional backgrounds and accreditation to provide the Services to you. By attending a session with any of our consultants you agree that you have read and understood these terms and conditions.

- We are a separate organisation to your employer. This allows our Services to be independent, impartial and confidential (to the extent permitted by law and these conditions).
- You have the right not to participate in the Services. Declining participation in the Services may affect your employment and you should confirm this with your employer. Converge take no responsibility for the effect of non-participation on your employment.
- You must provide us with all information that we reasonably require for the purposes of your appointments, and promptly tell us if any information has changed or is no longer correct.
- We will comply with all relevant privacy legislation in relation to your personal information. This includes principles related to collection, use, access, storage and correction, and anonymity. Please refer to our Privacy Policy (on our website).
- Anonymous statistical information may be reported to your employer.
- Typically, however, the Services are not confidential, and the consultant reports including sensitive information concerning your mental health may be reported to your employer.
- You must give consent for this information to be released to your employer. Where consent is withheld, you cannot participate in the Services.
- A limited number of Converge employees will have access to your information for Service delivery and administrative purposes. Converge employees are bound by non-disclosure agreements.
- The Services are not intended to be or to replace provision of long-term or specialist mental healthcare support, formal psychological assessment or psychological treatment and therapy. In most cases it is an assessment only and should not be relied upon as formal mental healthcare.
- You have the right to be referred to a mental health consultant for further support. The Services are voluntary and, in most cases, will be covered by the terms of our EAP Services. Where it is not, an additional fee may be payable, and you will be informed in advance.
- Consultants are unable to offer psychological diagnosis or provide reports about your legal or workplace compensation proceedings concerning your employment.
- Our consultants act on behalf of your employer and do not act as advocates for you.
- We reserve the right to withhold any part of the Services to children where professional practice and ethical considerations suggest that this would not be in the best interests of the child or children.
- By accessing the Services, you agree to be contacted via SMS and email to participate in client feedback surveys. You have the right not to participate in this survey, and the right to not receive the requests for participation. Should you not wish to receive such requests, please contact our privacy officer at privacy@convergeintl.com.au.
- Consultants are bound, by mandatory legal and ethical obligations, to report criminal activity or threats of harm to yourself and others to relevant third parties including emergency Services, police, other health professionals and/or your designated "Emergency Contact". These obligations may, in exceptional circumstances, include information being provided to your workplace if we believe that other employees or members of the public may be at risk of harm.
- You have the right to refuse the Services from a consultant. If you exercise this right after the commencement of the Services, the consultant is still required to adhere to his or her reporting obligations under law.
- If emergency Services are accessed on your behalf, you will be responsible for payment of costs that we incur in accessing any emergency Services.
- It is a requirement that all consultants take notes during the session. These notes are subject to Converge's Privacy Policy and these Terms and Conditions. All notes are stored and maintained electronically and, if retained, may be accessed at any time by contacting the Privacy Officer (see our Privacy Policy). Making a complaint.
- Certain reports are prepared about you for your employer. These reports will not be provided to you by Converge and you must contact your employer should you wish to obtain a copy. Converge International must provide written consent to your employer in order to release this information to you or a qualified professional for discussion with you. The information contained in these reports is not maintained by Converge.
- If you have any concerns, you may submit a complaint to us via telephone, email or post. When we receive a complaint from you, we will deal with your complaint in accordance with our complaints process that is set out on our website.
- In filing a complaint, you give permission for our professional review staff to access your information to investigate the complaint.
- We reserve the right to update and amend our complaints handling and dispute resolution at any time. Any updates or amendments to our complaints handling and dispute resolution procedures will apply to your complaint lodged with us after the updates or amendments take effect.