

ELITE FOCUS ADHD

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Welcome to Elite Focus ADHD: Understanding Our Model of Care

Why Elite Focus Exists

ADHD in adults remains one of the most underdiagnosed and undertreated conditions in Australian healthcare. Too often, adults with ADHD face fragmented care, long waitlists for specialists, and difficulty finding doctors with genuine expertise in this complex neurodevelopmental condition.

Elite Focus ADHD was created to solve these problems. We provide accessible, specialist-led ADHD care through a streamlined telehealth model that prioritises continuity, expertise, and quality outcomes.

Our Integrated Care Philosophy

Elite Focus operates a complete, integrated model of care. This means we handle every aspect of your ADHD journey - from initial assessment through diagnosis, treatment initiation, medication optimisation, and ongoing management - all within our specialised team.

This is a deliberate choice, not a limitation.

Our clinic is designed for individuals who are seeking comprehensive, long-term support, not just a rapid diagnosis or a pathway to medication. We provide an integrated service for people who genuinely want to understand their health, their brain, and how these factors shape their daily lives.

Our model is built around ongoing engagement, continuity of care, and a commitment to achieving the best possible outcomes. If someone is simply seeking a quick diagnosis for the purpose of obtaining medication elsewhere, our clinic is not the right fit – and we will not endorse this for you – there are other clinics you can attend for this purpose, and we strongly advise you to do so.

If you are seeking a quick “tick-and-flick” assessment, this clinic will not be the right fit. We do not provide that style of service, and proceeding with that expectation will only lead to disappointment and unnecessary cost. Our assessments are comprehensive, evidence-based, and designed for patients who value thorough, meaningful care.

We are here to work with patients who value a holistic, collaborative approach, and we ask that appointments are used respectfully so that access remains available for those who are committed to this level of care.

Why We Don't Offer Shared Care or Transfer Models

You may have encountered other services that assess patients, start treatment, then transfer ongoing prescribing to your regular GP. While this model works for some conditions and some providers, it's not the approach Elite Focus has chosen. Here's why:

1. ADHD Requires Specialised, Ongoing Expertise

ADHD is complex. Medication responses vary significantly between individuals. Side effects can be subtle. Comorbid conditions are common. Dose optimisation often takes months. We believe this level of complexity deserves specialist oversight throughout your entire treatment journey, not just at the beginning.

2. Maintaining Treatment Quality and Safety

When care is split between providers, critical details can be lost. Medication adjustments might not consider your full clinical picture. Our team knows your case intimately because we've been with you from the start - and we stay with you.

3. Protecting Our Clinical Intellectual Property

Our assessment protocols, treatment algorithms, and diagnostic methodologies represent years of specialised development. These proprietary systems are designed to work as an integrated whole within our practice model. They're our professional IP, and we don't license them for use by external practitioners.

4. Clear Legal and Professional Boundaries

Under established shared care principles, each medical practitioner retains independent clinical and legal responsibility for their own prescribing decisions. Elite Focus psychiatrists do not enter co-management arrangements, shared care protocols, or collaborative care agreements with practitioners external to Elite Focus ADHD. We cannot provide clinical oversight, specialist endorsement, or ongoing consultation to external practitioners. Our psychiatrists can only provide clinical supervision to practitioners with whom they have formal, documented professional relationships within Elite Focus.

What this means in practice:

ADHD medication management, particularly with Schedule 8 stimulant medications, requires specialised knowledge and clinical experience. While recent regulatory changes have expanded prescribing authority to general practitioners, prescribing authorisation does not equate to clinical expertise.

If you are under the care of an external practitioner who encounters a complex medication issue, adverse effect, or treatment challenge, that practitioner cannot

contact Elite Focus for specialist guidance or consultation. They must manage the situation independently using their own clinical knowledge and resources.

Medical specialisation exists because no practitioner can maintain expert-level competence across all areas of medicine. Just as you would not expect your general practitioner to perform cardiac surgery, complex ADHD medication management requires specific expertise that develops through focused training and experience.

Your responsibility in choosing appropriate care:

It is your responsibility, not your doctor's, to ensure you are receiving care from practitioners with appropriate expertise for your clinical needs. If you choose to receive ADHD treatment from a practitioner outside Elite Focus, you accept that:

- (a) that practitioner may have limited experience with ADHD medication management;
- (b) they will not have access to specialist consultation from Elite Focus psychiatrists;
- (c) they are solely responsible for managing any complications or treatment challenges that arise; and
- (d) the quality and safety of your care depend entirely on that practitioner's individual knowledge and experience.

This is not a judgment on external practitioners; it is a recognition that specialist expertise in ADHD medication management requires dedicated focus and experience that cannot be assumed simply because prescribing has been authorised

5. Ensuring Continuity for You

Perhaps most importantly: this model ensures you always have access to our specialised team. No waiting months for a specialist review when medication needs adjustment. No confusion about who's responsible for what. No gaps in care when your GP is uncertain about next steps or if they move practices.

What This Means for You

If You're Considering Elite Focus

You should choose Elite Focus if you want:

- Comprehensive ADHD care from assessment through ongoing treatment
- Consistent access to specialist and specially trained medical practitioners
- An integrated team that collaborates on your care
- A service designed specifically around ADHD, not general practice with ADHD added on

You should seek alternative services if you're looking for:

- A one-time assessment to take to another doctor
- Shared care with your existing GP
- A specialist opinion only, without ongoing treatment
- Co-management between Elite Focus and external providers

Our Self-Referral Model

We've removed traditional barriers to accessing specialist ADHD care. You can contact Elite Focus directly without needing a GP referral. This means:

- Faster access to assessment
- Less administrative burden
- Direct access to specialised expertise

However, **Elite Focus is not a replacement for your regular GP.** We strongly encourage you to maintain a relationship with a general practitioner for:

- Overall health monitoring
- Medical concerns unrelated to ADHD
- General health documentation
- Coordination across multiple health conditions

What Happens If You Want to Transfer Care

You're never locked into Elite Focus. You can choose to seek assessment and care with another psychiatry service or your local family care provider at any time. However, we want you to understand what this means:

Elite Focus does not provide:

- Letters of authority for external GPs to prescribe under shared care, transfer of care or co-management models.
- Ongoing clinical oversight for prescribing outside our clinic
- Treatment plans or recommendations for implementation by other providers
- Specialist endorsement or support for stimulant prescribing by external practitioners
- Responses to clinical queries from other healthcare providers

What we will provide:

- Your medical records (upon formal request, fees apply)
- Standard discharge documentation for your own records

What happens next:

- Your new provider will need to conduct their own independent assessment
- They will establish their own prescribing authority (if prescribing Schedule 8 stimulants, this requires a psychiatrist or appropriately authorised GP)
- They assume full clinical responsibility for all subsequent treatment decisions
- Elite Focus has no ongoing role in your care

Our Commitment to Transparency

We know this model isn't for everyone, and that's okay. We'd rather you understand exactly what Elite Focus offers - and what we don't - before you engage our services.

Some patients prefer shared care models. Some want a one-time specialist opinion. Some want their long-term GP to handle all prescribing. These are all valid preferences, but they're not what Elite Focus provides.

We've built our clinic around a specific philosophy: that ADHD deserves continuous specialist attention, that fragmented care leads to fragmented outcomes, and that our patients benefit most when we can provide comprehensive, coordinated treatment from start to finish.

What You Can Expect

When you engage with Elite Focus, you're accessing:

Specialised Expertise: Our team includes consultant psychiatrists trained in ADHD and GPs with specialised training in ADHD and neurodivergent disorders. This isn't a side interest - it's our focus.

Collaborative Care Within Our Team: Complex cases benefit from multiple perspectives. Our practitioners collaborate regularly, meaning you get the collective expertise of our entire team.

Ongoing Access: Once you're an Elite Focus patient, you have continued access to our specialised practitioners without extended waiting periods for reviews or medication adjustments.

You may consult with any Elite Focus practitioner at any time. This flexible care model allows you to access practitioners with specific subspecialty expertise relevant to your current circumstances and life stage.

For example, you may benefit from consulting with practitioners who have particular focus in:

- (a) reproductive psychiatry and ADHD management during pregnancy;
- (b) perimenopausal and menopausal ADHD and hormonal considerations;
- (c) specific medication approaches or treatment modalities; or
- (d) other subspecialty areas relevant to your individual clinical presentation.

This approach ensures you receive care from the practitioner best positioned to address your specific needs at different stages of your life, while maintaining continuity within the Elite Focus clinical team.

Clear Clinical Governance: All treatment occurs within our established clinical frameworks, quality assurance processes, and ongoing audit systems.

Transparent Boundaries: We're clear about what we provide and what we don't. This clarity protects you and ensures you receive appropriate care for all your health needs.

Moving Forward

The formal Terms of Service that follow contain the detailed legal framework for our services. They expand on everything discussed here and establish the specific terms of our clinical relationship.

We encourage you to read them carefully. If Elite Focus's model aligns with your needs and preferences, we're here to provide expert, continuous ADHD care. If you're seeking a different model of service, we respect that choice and encourage you to find a provider whose approach better matches your requirements.

Our goal is simple: to provide the highest quality specialist ADHD care possible within a sustainable, safe, and professionally sound practice model. We're glad you're considering Elite Focus, and we're here to answer any questions you have about our approach.

Questions About Our Model?

If you have questions about how Elite Focus operates or whether our service model is right for you, please contact us at hello@elitefocusadhd.com.au before booking your initial appointment.

We'd rather clarify expectations upfront than have you discover mid-treatment that our model doesn't suit your needs.

While the ADHD landscape continues to evolve, our policies will remain consistent. We recognise that ADHD is not a simple condition; it affects many areas of a person's life in meaningful and far-reaching ways. Treatment is more complex than taking a once-daily medication, and effective management requires ongoing adjustments to support the changes you will experience across both your professional and personal life.

1. PREAMBLE AND ACCEPTANCE

1.1 Binding Agreement

These Terms of Service ("Agreement") constitute a legally binding contract between you ("Patient", "you", or "your") and Elite Focus ADHD Pty Ltd ("Elite Focus", "Clinic", "we", "us", or "our"). By accessing, registering for, or using any services provided by Elite Focus, you acknowledge that you have read, understood, and agree to be bound by this Agreement in its entirety.

1.2 Capacity to Contract

By entering into this Agreement, you represent and warrant that you have the legal capacity to enter into binding contracts under Australian law, are at least eighteen (18) years of age, and are not subject to any legal disability that would prevent you from entering into this Agreement.

1.3 Regulatory Framework

This Agreement is governed by and should be read in conjunction with the Health Practitioner Regulation National Law Act 2009 (Cth), the Australian Health Practitioner Regulation Agency (AHPRA) Code of Conduct, the Medical Board of Australia's Good Medical Practice: A Code of Conduct for Doctors in Australia, applicable State and Territory drugs and poisons legislation, and the Privacy Act 1988 (Cth) including the Australian Privacy Principles.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply:

"ADHD" means Attention Deficit Hyperactivity Disorder as defined by the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) or subsequent editions, or the International Classification of Diseases (ICD-11) or subsequent editions.

"AHPRA" means the Australian Health Practitioner Regulation Agency, established under the Health Practitioner Regulation National Law.

"Appointment" means any scheduled consultation, whether initial, follow-up, or review, between a Patient and a Practitioner via the Telehealth Platform.

"Business Day" means any day other than a Saturday, Sunday, or public holiday in New South Wales, Australia.

"Clinical Record" means all medical records, clinical notes, assessment results, treatment plans, prescriptions, correspondence, and other health information relating to a Patient's care at Elite Focus.

"Controlled Substance" means any drug or substance listed in Schedule 8 (S8) of the Poisons Standard (Standard for the Uniform Scheduling of Medicines and Poisons) under the Therapeutic Goods Act 1989 (Cth), including but not limited to stimulant medications used in the treatment of ADHD.

"Did Not Attend" or "DNA" means the failure of a Patient to attend a scheduled Appointment without providing adequate notice as required under this Agreement.

"Fees" means the charges for Services as published on the Elite Focus website and as amended from time to time.

"Good Medical Practice" means the Medical Board of Australia's publication "Good Medical Practice: A Code of Conduct for Doctors in Australia" and any subsequent editions or amendments.

"HotDoc" means the third-party appointment booking and payment platform used by Elite Focus for scheduling and fee collection.

"Medical Board" means the Medical Board of Australia established under the Health Practitioner Regulation National Law.

"Model of Care" means the integrated clinical framework employed by Elite Focus for the assessment, diagnosis, treatment, and ongoing management of ADHD, as described in this Agreement.

"Patient" means any individual who registers for, accesses, or receives Services from Elite Focus.

"PBS" means the Pharmaceutical Benefits Scheme administered by the Australian Government Department of Health and Aged Care.

"Practitioner" means any medical practitioner, psychiatrist, or other registered health professional engaged by Elite Focus to provide Services, who holds current registration with AHPRA and meets all applicable regulatory requirements.

"Prescribing Authority" means the authorisation granted by the relevant State or Territory health authority to prescribe Schedule 8 medications for the treatment of ADHD.

"Services" means all telehealth medical services provided by Elite Focus, including but not limited to ADHD assessment, diagnosis, treatment planning, medication management, and ongoing clinical review.

"Telehealth Platform" means the secure electronic communication systems used by Elite Focus to deliver Services, including telephone consultations and any associated booking and payment systems.

"Treatment Plan" means the individualised clinical management strategy developed by a Practitioner for a Patient, including medication regimens, review schedules, and therapeutic goals.

2.2 Interpretation

In this Agreement, unless the context otherwise requires: headings are for convenience only and do not affect interpretation; the singular includes the plural and vice versa; a reference to legislation includes any amendment, re-enactment, or replacement of that legislation; "includes" and "including" are not words of limitation; and a reference to a party includes that party's successors and permitted assigns.

3. ELIGIBILITY REQUIREMENTS

3.1 Eligibility Criteria

To be eligible for Services, you must satisfy all the following criteria:

- (a) be at least eighteen (18) years of age at the time of registration;
- (b) be an Australian citizen, permanent resident, or hold a valid visa permitting residence in Australia;
- (c) ordinarily reside in one of the following Australian jurisdictions: New South Wales (NSW), Queensland (QLD), Western Australia (WA), South Australia (SA), Victoria (VIC); Northern Territory (NT); Tasmania (TAS); Canberra (ACT)
- (d) have access to a telephone capable of receiving calls from private (withheld) numbers or VoIP lines.
- (e) provide accurate and complete personal, contact, and medical information as required; and
- (f) have the legal capacity to consent to medical treatment.

3.2 Jurisdictional Limitations

Due to differences in State and Territory legislation regulating Controlled Substances, Elite Focus may only be able to offer limited prescribing services for patients living in the Northern Territory (NT), Tasmania (TAS), or the Australian Capital Territory (ACT). Patients in these jurisdictions can still complete the full ADHD screening, diagnostic, and treatment process; however, the dispensing of stimulant medication and the availability of prescribing pathways may be restricted by local regulatory requirements.

3.3 Verification

Elite Focus reserves the right to verify your identity, residency, and eligibility at any time. You must provide satisfactory evidence of your identity and address upon request. Failure to provide such verification within fourteen (14) days of a request may result in suspension or termination of Services.

3.4 Patient Representations and Warranties

By accessing Services, you represent and warrant that:

- (i) all information provided to Elite Focus is true, accurate, complete, and not misleading;
- (ii) you have disclosed all relevant medical history, current medications, and concurrent treatment with other healthcare providers;
- (iii) you are not currently subject to any regulatory investigation, legal proceeding, or court order relating to prescription medication misuse or diversion; and
- (iv) you will notify Elite Focus immediately of any material change in your circumstances affecting these representations.

4. SCOPE OF SERVICES

4.1 Services Provided

Elite Focus provides specialist telehealth services for the assessment, diagnosis, and treatment of ADHD in adults. Services include:

- (a) comprehensive clinical assessment for ADHD using validated diagnostic tools and methodologies;
- (b) formal psychiatric diagnosis or diagnostic confirmation by an Elite Focus psychiatrist;
- (c) development of individualised Treatment Plans;
- (d) prescription of ADHD medications, including Schedule 8 stimulant medications where clinically appropriate;
- (e) ongoing medication management and dose optimisation;
- (f) regular clinical reviews as required for safe and effective treatment;
- (g) recommendations for engagement with allied health professionals where clinically indicated; and
- (h) further medical investigations including but not limited to ECG and pathology requests.

4.2 Limitations of Services

Elite Focus does not provide:

- (a) emergency or crisis mental health services;
- (b) assessment, diagnosis, or treatment for children under eighteen (18) years of age or over 60 years of age;
- (c) in-person consultations or physical examinations;
- (d) psychological therapy, counselling, or psychometric testing;
- (e) treatment for conditions unrelated to ADHD except where determined by a Practitioner to be clinically necessary in the context of ADHD management;
- (f) general medical care for non-ADHD health concerns;
- (g) shared-care arrangements with external medical clinics or practitioners;
- (h) completion of external forms, workplace documentation, or institution-specific paperwork, or medicolegal reports; or
- (i) routine correspondence or ongoing communication with external healthcare providers.

This defined scope enables Elite Focus to deliver safe, consistent, high-quality ADHD care within a specialised practice framework.

4.3 Model of Care

Elite Focus operates an integrated Model of Care whereby all aspects of ADHD assessment, diagnosis, and treatment are provided within the Clinic. This model is designed to ensure:

- (a) continuity of care by specialist and medical practitioners with expertise and special interest in adult ADHD;
- (b) compliance with regulatory requirements for Schedule 8 prescribing;
- (c) consistent clinical oversight and medication monitoring; and
- (d) quality assurance through collaborative practice among Elite Focus practitioners;
- (e) all treatment remains subject to our internal clinical governance structures and ongoing auditing

4.4 Self-Referral Model

Elite Focus operates as a self-referral service. You may contact Elite Focus directly to request assessment and treatment without requiring a referral from a general practitioner or other medical professional. This streamlined approach is designed to provide:

- (a) timely access to specialised ADHD care;
- (b) reduced administrative barriers to service access; and
- (c) equitable access for all patients seeking ADHD support.

4.5 Non-Transferable Care and Clinical Boundaries

You acknowledge and agree that:

- (a) Elite Focus Practitioners do not transfer prescribing authority or ongoing care to external medical practitioners, including your regular general practitioner (GP);
- (b) Elite Focus does not participate in shared-care prescribing arrangements with external providers;
- (c) if you wish to transfer your care to another provider, you must independently arrange for a new psychiatrist to assume responsibility for your treatment;
- (d) Elite Focus does not provide letters of authority to external practitioners for the purpose of Schedule 8 prescribing; and
- (e) Elite Focus maintains clear clinical boundaries regarding external correspondence consistent with the focused ADHD service model.

Under established medico-legal principles and AHPRA guidelines on supervised practice, supervisors retain responsibility for clinical decisions made by practitioners under their supervision. Elite Focus psychiatrists can only provide supervision to practitioners with whom they have formal, documented supervisory arrangements.

4.6 External Documentation and Correspondence

Elite Focus maintains defined clinical boundaries regarding external correspondence and documentation. The Clinic does not provide:

- (a) letters or reports to external parties including employers, educational institutions, or government agencies;
- (b) completion of third-party forms or workplace documentation;
- (c) routine correspondence with external healthcare providers; or
- (d) coordination of care across multiple health conditions unrelated to ADHD management.
- (e) Comprehensive psychiatric reports that include detailed assessment formulation, diagnostic conclusions for ADHD, and expert interpretation of all assessment instruments and their associated metrics

Elite Focus may provide you with a general clinical summary for your own records following assessment or clinical review.

For external documentation requirements including general medical letters or reports, workplace or educational institution forms, broader health documentation, or coordination across multiple health conditions, you should consult your regular general practitioner, who is appropriately positioned to provide comprehensive medical oversight and documentation.

4.7 General Practitioner Relationship

You acknowledge that Elite Focus provides specialist ADHD services and does not replace your relationship with a regular general practitioner. Elite Focus complements, not replaces, your existing healthcare relationships.

You are strongly encouraged to maintain an active relationship with a GP who serves as your primary healthcare provider for overall medical needs, including:

- (a) general health monitoring and preventive care;
- (b) medical concerns unrelated to ADHD;
- (c) health documentation outside the scope of Elite Focus services; and
- (d) coordination of care across multiple healthcare providers external to Elite Focus.

Elite Focus does not communicate directly with your regular healthcare providers. However, we expect that you keep all members of your healthcare team informed by sharing details of

your consultations with both us, and any other medical practitioners involved in your care, including any changes to your medications, hospital admissions or new diagnoses.

4.8 Review and Continuity Requirements

To ensure safe prescribing practices and regulatory compliance:

- (a) you must attend a clinical review with an Elite Focus Practitioner every three (3) months until stabilised and then at least every six (6) months;
- (b) if you have not engaged with Elite Focus for nine (9) months, you will be discharged from the service unless appropriate circumstances exist;
- (c) re-engagement following discharge requires a new clinical review and may involve reassessment at the Practitioner's discretion; and
- (d) all clinical records are maintained in accordance with Australian privacy legislation, and you may request access to your records at any time.

This service model reflects Elite Focus's commitment to providing accessible, high-quality ADHD-specific care while maintaining clear clinical boundaries that support safe and sustainable practice.

Unauthorised use of our practitioners' names, credentials, or prescribing authority by external doctors is a serious breach of professional standards and may constitute fraud under Australian law. Any such conduct will be reported to AHPRA and relevant authorities for investigation.

5. CLINICAL ASSESSMENT PATHWAY

5.1 Mandatory Assessment Process

All Patients must complete the Elite Focus assessment pathway, regardless of any prior ADHD diagnosis, previous treatment history, or assessments conducted by other providers. This requirement exists because clinical standards and diagnostic criteria may vary between providers, medical conditions and symptoms may change over time, regulatory compliance requires independent verification of diagnosis before prescribing Schedule 8 medications, and individualised Treatment Plans must be developed based on current clinical presentation.

5.2 Assessment Stages

The Elite Focus clinical pathway consists of the following mandatory stages:

Stage 1: Initial Consultation

The initial consultation is conducted by an Elite Focus medical practitioner with specialist interest in ADHD and includes review of completed screening questionnaires, comprehensive medical and psychiatric history taking, assessment of current symptoms and functional impairment, review of any previous diagnoses and treatment, identification of

comorbid conditions or differential diagnoses, and determination of suitability for referral to psychiatry assessment.

Stage 2: Psychiatric Assessment

If clinically indicated following Stage 1, you will be referred to an Elite Focus psychiatrist for formal diagnostic assessment using validated diagnostic instruments, confirmation or exclusion of ADHD diagnosis, assessment of comorbid psychiatric conditions, development of an initial Treatment Plan, and initiation of medication where clinically appropriate.

Elite Focus ADHD provides specialist psychiatrist-led assessment and ongoing care for adult ADHD, ensuring compliance with Schedule 8 prescribing regulations across all Australian states and territories.

Stage 3: Initial Follow-Up

Following commencement of medication, an initial follow-up appointment is scheduled within three to four (3–4) weeks to assess medication response and tolerability, monitor for adverse effects, adjust dosage as clinically indicated, and address any emerging concerns.

Regular Review Appointments:

Ongoing clinical review is mandatory for all patients receiving Schedule 8 stimulant medications through Elite Focus ADHD. Review frequency is determined by your treating psychiatrist based on clinical need, medication stability, and regulatory requirements, but will occur no less than every three months during the titration phase and every six months once stabilised.

Appointment Requirements:

- All medication reviews require a scheduled appointment
- All clinical concerns, side effects, or changes in health status require a scheduled appointment
- Patients cannot obtain repeat prescriptions without completing the required clinical review
- Appointment fees apply to all consultations (current fee: \$255 per follow-up consultation; fees are subject to change - refer to www.elitefocusadhd.com.au for current pricing)

Failure to Attend Reviews: Failure to attend scheduled review appointments may result in:

- Inability to issue further prescriptions until review is completed
- Discontinuation of care if repeated non-attendance occurs

5.3 Completion Requirement

Schedule 8 medications with repeats will not be prescribed until you have successfully completed all three (3) stages of the assessment pathway. Premature discontinuation of the assessment process will result in inability to receive ongoing prescriptions from Elite Focus.

5.4 Medication Management and Adjustments

Medication Changes: Elite Focus ADHD may prescribe various TGA-approved Schedule 8 stimulant medications for ADHD, including but not limited to dexamphetamine, lisdexamfetamine (Vyvanse), and methylphenidate preparations. Medication selection and any subsequent changes are made at the clinical discretion of your treating psychiatrist.

Titration and Stabilisation:

- Initial medication titration requires regular review appointments to determine optimal dosing
- The frequency of appointments during titration is determined by clinical need
- Each dose adjustment or medication change requires a review appointment
- Patients are considered "stabilised" when they have maintained the same medication and dose for a minimum of three consecutive months with consistent therapeutic response and acceptable tolerability
- Each appointment during titration and ongoing care incurs the standard follow-up consultation fee

Combination Therapy: Where clinically indicated, Elite Focus psychiatrists may prescribe approved combinations of ADHD medications or adjunctive treatments. Combination therapy requires enhanced monitoring and more frequent review appointments at the treating psychiatrist's discretion.

5.5 Clinical Governance and Specialist Oversight

Integrated Specialist Care Model: All prescribing of Schedule 8 stimulant medications at Elite Focus ADHD is conducted by, or under the direct clinical authority of, specialist psychiatrists. This ensures:

- Compliance with Schedule 8 prescribing regulations across all Australian jurisdictions
- Access to specialist expertise for complex cases
- Appropriate management of comorbidities and contraindications
- Comprehensive psychiatric assessment of treatment response

Psychiatrist Involvement: Your care may involve:

- Initial assessment and diagnosis by an Elite Focus psychiatrist
- Ongoing medication management by an Elite Focus psychiatrist or medical practitioner working under psychiatrist authority within Elite Focus ADHD

- Psychiatrist review at any time if clinical complexity, treatment resistance, or safety concerns arise
- Transfer between Elite Focus clinicians at the discretion of the Medical Director to ensure optimal clinical outcomes

Changing Treating Clinicians: If you have concerns about your treatment or wish to discuss changing your treating clinician **within** Elite Focus ADHD, you may request this through our patient services team, or change your booking/appointment to another Elite Focus doctor. We are committed to providing high-quality care and welcome feedback to improve our services. However, changing treating clinicians does not guarantee changes to treatment plans, as all clinical decisions are made based on evidence-based medicine and clinical best practice.

5.6 Patient Responsibilities for Ongoing Care

By continuing treatment with Elite Focus ADHD, you agree to:

- Attend all scheduled review appointments
- Provide at least 24 hours' notice if you need to reschedule
- Report any adverse effects, side effects, or health changes promptly
- Comply with any monitoring requirements (cardiovascular assessment, mental health screening, etc.)
- Use medications only as prescribed
- Store medications securely and in accordance with legal requirements
- Not share, sell, or otherwise divert prescribed medications
- Inform Elite Focus of any other prescribers or medications you are taking
- Notify Elite Focus if you wish to discontinue treatment or arrange alternative prescribing pathways

Monitoring and Compliance: Elite Focus ADHD participates in real-time prescription monitoring programs in all states and territories. We monitor prescription histories and may:

- Review SafeScript, QScript, or other state-based monitoring systems before each prescription
- Decline to prescribe if concerning patterns are identified
- Request additional information or assessments if prescription monitoring reveals issues
- Report to relevant authorities if diversion or misuse is suspected

6. PATIENT OBLIGATIONS AND RESPONSIBILITIES

6.1 General Obligations

By accepting this Agreement, you agree to:

- (a) provide truthful, accurate, and complete information to Elite Focus at all times;
- (b) promptly notify Elite Focus of any changes to your contact details, medical history, or circumstances via email communication;
- (c) disclose all current medications, treatments, and concurrent healthcare arrangements;
- (d) comply with your Treatment Plan, including medication regimens and review schedules;
- (e) attend all scheduled Appointments or provide adequate notice of cancellation;
- (f) pay all Fees in accordance with this Agreement;
- (g) conduct yourself in a respectful and professional manner towards Elite Focus staff and Practitioners; and
- (h) comply with all lawful and reasonable directions given by Practitioners regarding your treatment.

6.2 Medication Compliance

If you are prescribed medication by Elite Focus, you agree to:

- (i) take medications only as prescribed and not vary doses without medical advice;
- (ii) not share, sell, distribute, or transfer your prescribed medications to any other person;
- (iii) store medications securely and prevent access by others;
- (iv) not obtain Schedule 8 medications for ADHD from any other provider without prior disclosure to Elite Focus;
- (v) attend regular review appointments as required for ongoing prescriptions;
- (vi) report any adverse effects, concerns, or changes in your condition promptly; and
- (vii) comply with any monitoring requirements, including pathology testing or cardiovascular assessment, as directed by your Practitioner.

6.3 Appointment Attendance

You are required to attend all scheduled Appointments. You must be available to receive telephone calls from private (withheld) numbers or secure VoIP line during your scheduled Appointment time. If you are unable to attend, you must provide notice in accordance with clause 8 of this Agreement.

6.4 Consequences of Non-Compliance

Failure to comply with your obligations under this Agreement may result in suspension or cessation of prescribing, additional monitoring requirements, termination of Services, and notification to relevant regulatory authorities where required by law. You acknowledge that ADHD medications, while beneficial when used appropriately, are Controlled Substances subject to strict regulatory oversight. Non-compliance with treatment requirements may indicate safety concerns warranting cessation of treatment.

7. SCHEDULE 8 MEDICATIONS AND CONTROLLED SUBSTANCES

7.1 Regulatory Framework

Schedule 8 medications are classified as Controlled Substances under Australian law due to their potential for misuse, abuse, and diversion. The prescription and supply of these medications is subject to comprehensive regulatory oversight by State and Territory health authorities, AHPRA and the Medical Board of Australia, and the Therapeutic Goods Administration (TGA). Elite Focus is committed to full compliance with all applicable regulatory requirements.

7.2 Prescribing Requirements

You acknowledge and agree that:

- (a) Schedule 8 stimulant medications for ADHD in adults can only be initiated following assessment by a psychiatrist;
- (b) prescription of these medications is at the sole clinical discretion of your Practitioner;
- (c) not all patients assessed will be diagnosed with ADHD;
- (d) not all patients diagnosed with ADHD will be prescribed medication;
- (e) not all patients prescribed medication will respond favourably; and
- (f) your Practitioner may decline to prescribe, continue prescribing, or may modify your treatment at any time based on clinical judgment.

7.3 Minimum Treatment Period

To ensure safe and effective management of ADHD, Elite Focus Practitioners retain Prescribing Authority for a minimum period of twelve (12) months from the date of initial diagnosis. This minimum period allows for adequate titration and stabilisation of medication, assessment of long-term treatment response, monitoring for adverse effects, and compliance with regulatory requirements for Schedule 8 prescribing.

7.4 Ongoing Review Requirements

Continuation of Schedule 8 prescriptions is contingent upon attendance at regular review appointments at intervals determined by your Practitioner, compliance with your Treatment Plan, absence of contraindications or safety concerns, and satisfactory medication adherence and therapeutic response. Failure to attend review appointments will result in suspension of prescribing until a review is completed.

7.5 Single Provider Requirement

You agree to obtain Schedule 8 medications for ADHD treatment exclusively through Elite Focus for the duration of your treatment with us. Obtaining these medications from multiple providers concurrently ("doctor shopping") is a criminal offence and will result in immediate termination of Services and may be reported to relevant authorities.

7.6 Transfer of Care

If you wish to transfer your care to another provider, you must provide written notice to Elite Focus, independently arrange for assessment by a new psychiatrist, and ensure continuity of treatment arrangements before discharge. Elite Focus will provide Clinical Records to your

new provider upon receipt of a valid authorisation and may provide a clinical summary but will not provide Prescribing Authority transfer letters to external practitioners.

7.7. Early Release of Schedule 8 Medications

Schedule 8 stimulant medications are subject to strict regulatory controls under Australian law. These medications are dispensed according to prescribed intervals, and early release provisions exist only for exceptional, documented circumstances. Elite Focus maintains stringent policies regarding early release requests to ensure patient safety, regulatory compliance, and appropriate medication management.

Circumstances Where Early Release Will NOT Be Approved

Elite Focus will **not** approve early release of Schedule 8 medications for the following circumstances:

(a) **Lost or misplaced medications:** Patients are responsible for the secure storage and management of their prescribed medications. Lost, misplaced, or mishandled medications will not be replaced ahead of schedule.

(b) **Stolen medications:** While we understand theft can occur, Elite Focus does not approve early release for stolen medications. Patients should report theft to police and may be required to provide a police report. Normal prescribing schedules will resume at the next appropriate dispensing date.

(c) **Self-adjusted or escalated dosing:** Patients who have consumed their medication supply early by taking higher doses than prescribed, taking extra doses, or otherwise deviating from the prescribed regimen will not be approved for early release. Such behaviour indicates non-compliance with treatment and may result in review or cessation of treatment.

(d) **Inadequate planning:** Failure to request repeat prescriptions in a timely manner does not constitute grounds for early release.

(e) **Sharing or distribution of medications:** Any indication that medications have been shared, given away, sold, or otherwise distributed is grounds for immediate treatment cessation and will not be remedied through early release.

Circumstances Where Early Release May Be Considered

Elite Focus may consider early release requests in the following exceptional circumstances only:

International or Interstate Travel

Early release may be approved for patients undertaking last-minute travel plans outside their home state or internationally, subject to the following requirements:

Mandatory Requirements:

1. **Clinical Appointment:** An appointment with an Elite Focus Practitioner must be scheduled and attended. Early release requests cannot be processed without a clinical consultation. The standard consultation fee applies.
2. **Supporting Documentation:** You must provide:
 - Complete travel itinerary showing dates, destinations, and accommodation details
 - Proof of travel booking (flight confirmations, hotel reservations, or similar)
 - Departure date demonstrating that travel will occur before the next scheduled dispensing date
3. **Pharmacy Details:** You must provide complete details of the pharmacy where early dispensing will occur, including:
 - Full pharmacy name and address
 - Pharmacy contact telephone number
 - Confirmation that the pharmacy is willing to dispense early with appropriate authorisation
4. **Letter of Support:** Following the clinical appointment and review of supporting documentation, Elite Focus may issue a formal Letter of Support to the dispensing pharmacy. This letter does not guarantee early dispensing, as the final decision rests with the dispensing pharmacist and relevant state health authorities.
5. **Advance Notice:** Requests should be made at least five (5) business days prior to travel departure where possible. Last-minute requests may not be able to be accommodated within required timeframes.

Important Limitations:

- Early release for travel is not an automatic entitlement
- The treating Practitioner will assess whether early release is clinically appropriate
- State and territory regulations vary, and not all jurisdictions permit early release even with supporting documentation
- The dispensing pharmacy maintains final authority over whether to dispense early
- Early release approval for travel is limited to genuine, documented travel requirements only

Other Extenuating Circumstances

In rare cases, Elite Focus may consider early release for other documented extenuating circumstances. Such requests will be assessed on a case-by-case basis at the sole discretion of the Medical Director.

Requirements for Consideration:

1. **Formal Written Request:** Submit a detailed written explanation of the extenuating circumstances to hello@elitefocusadhd.com.au
2. **Documentary Evidence:** Provide comprehensive documentary evidence supporting the circumstances requiring early release. The nature of evidence required will depend on the specific situation.
3. **Clinical Appointment:** A clinical appointment must be scheduled and attended. The Medical Director or delegate will review the request during this consultation.
4. **Clinical Assessment:** The treating Practitioner will assess whether early release is clinically appropriate and does not indicate medication misuse or treatment non-compliance.

Elite Focus is under no obligation to approve early release requests, even where documentation is provided. The decision rests entirely with the treating Practitioner or Medical Director.

Processing Time: Allow minimum five (5) business days for assessment and processing. Urgent requests may not be able to be accommodated.

Patient Responsibilities

You acknowledge and agree that:

- (a) You are responsible for secure storage and management of all prescribed medications
- (b) You are responsible for requesting repeat prescriptions in advance of supply depletion
- (c) You are responsible for planning ahead for travel or foreseeable circumstances that may affect medication access
- (d) Early release is an exceptional provision, not a standard service
- (e) Elite Focus maintains sole discretion over approval or denial of early release requests
- (f) Multiple early release requests may result in enhanced monitoring, treatment review, or treatment cessation
- (g) Providing false or misleading information in support of an early release request may result in immediate discharge from Elite Focus ADHD and potential notification to regulatory authorities

Regulatory Compliance

All decisions regarding early release are made in accordance with:

- Relevant state and territory Poisons and Therapeutic Goods regulations
- Schedule 8 prescribing requirements
- AHPRA guidelines and Medical Board of Australia standards
- Elite Focus clinical governance frameworks
- Best practice guidelines for controlled substance prescribing

8. APPOINTMENTS, CANCELLATIONS, AND BOOKINGS

8.1 Booking Procedures

Appointments are booked through the HotDoc platform. Patients may select available appointment times with Elite Focus medical practitioners through the HotDoc website or application. Appointments with Elite Focus psychiatrists can only be arranged through Elite Focus administrative staff and cannot be booked directly by patients online.

8.2 Cancellation Policy

A minimum of twenty-four (24) hours' notice is required to cancel or reschedule an Appointment without penalty. Cancellation requests must be submitted by email to hello@elitefocusadhd.com.au during Business Hours (Monday to Friday, 10:00am to 5:00pm AEST/AEDT), or via the HotDoc platform. Voice messages or SMS are not accepted for cancellation purposes.

8.3 Late Cancellation and Non-Attendance

Cancellation with less than twenty-four (24) hours' notice will incur the full Appointment fee. Failure to answer your telephone within fifteen (15) minutes of your scheduled Appointment time after reasonable attempts to contact you constitutes a Did Not Attend (DNA). DNA appointments will incur the full Appointment fee. Elite Focus reserves the right to waive late cancellation fees in exceptional circumstances, such as documented medical emergency or bereavement, at its absolute discretion. Supporting documentation may be required.

8.4 Practitioner Delays

If your Practitioner is delayed and unable to commence your Appointment within the scheduled time, Elite Focus will attempt to contact you within one (1) hour of your scheduled time. If you are unable to take the rescheduled call, you may reschedule without penalty. If you have not been contacted within fifteen (15) minutes of your scheduled Appointment time and have not received a call or SMS notifying of the doctor's delay, from Elite Focus, please notify the Clinic by email.

8.5 Consecutive Non-Attendance

Three (3) consecutive DNA events will result in automatic termination of treatment with Elite Focus. Outstanding fees for missed Appointments must be paid in full before re-engagement with Services.

8.6 Psychiatrist Appointments

All psychiatrist appointments require full payment in advance. A payment request will be issued at the time of booking. If payment is not received within seventy-two (72) hours of the scheduled Appointment, the booking will be automatically cancelled without further notice.

9. FEES, PAYMENT, AND BILLING

9.1 Private Billing

Elite Focus operates exclusively as a private billing clinic. All Services are provided on a fee-for-service basis. Fees must be paid in full by the Patient at the time of service. No discounts, concessions, or fee arrangements are available.

9.2 Medicare and Government Benefits

Medicare Benefits Schedule (MBS) rebates are not available for Elite Focus Services. This is because MBS telehealth rebates require an established clinical relationship with an in-person consultation within the preceding twelve (12) months, which Elite Focus does not provide. Accordingly, Elite Focus does not provide MBS item numbers, and Patients cannot claim Medicare rebates for Services.

Elite Focus Services are not covered by or claimable through Medicare, the Department of Veterans' Affairs (DVA), the National Disability Insurance Scheme (NDIS), WorkCover or other workers' compensation schemes, or private health insurance.

9.3 Fee Schedule

Current fees are published on the Elite Focus website. Fees are subject to change without notice. The applicable fees are those published at the time of service. You will be informed of the fee for each service at the time of booking.

9.4 Payment Terms

Payment for medical practitioner appointments is due on the day of the Appointment, at the conclusion of the consultation. Payment for psychiatrist appointments is due in advance of the Appointment. Payments are processed through HotDoc in accordance with HotDoc's terms and conditions.

9.5 Late Payment

If payment for a medical practitioner appointment is not received on the day of the Appointment, a late fee of fifty Australian dollars (\$50 AUD) will be added to the outstanding consultation fee. Prescriptions will not be issued until all outstanding fees, including late fees, are paid in full. Further appointments cannot be booked until all outstanding fees are paid in full.

9.6 Invoices and Receipts

Detailed invoices and receipts are available upon request. These documents cannot be used to obtain reimbursement from Medicare, DVA, NDIS, WorkCover, or private health insurance funds. Invoices issued are not tax invoices, as GST does not apply to medical consultations. Requests for copies of invoices older than three months from the date of enquiry cannot be fulfilled. This is consistent with ATO requirements, which do not obligate providers to supply historical invoices to patients beyond any specified timeframe.

10. REFUND POLICY

10.1 Basis of Fees

You acknowledge and agree that Fees charged by Elite Focus are consideration for the provision of professional medical services, including the time, clinical expertise, professional judgment, and care provided during your consultation. Fees are not contingent upon, and do not represent payment for, any clinical outcome, diagnosis, or treatment decision.

10.2 No Refunds for Clinical Outcomes

Refunds are not available in circumstances where you are dissatisfied with the outcome of your consultation, including but not limited to where:

- (i) a diagnosis of ADHD is not made;
- (ii) stimulant medication or other Controlled Substances are not prescribed;
- (iii) a particular medication, dosage, or formulation is not prescribed;
- (iv) the clinical recommendations differ from your expectations or preferences;
- (v) referral to another provider or service is recommended;
- (vi) additional assessments, investigations, or consultations are required before treatment can commence; or
- (vii) Your Practitioner exercises clinical judgment that differs from your desired outcome.

You expressly acknowledge that medical consultations are based on professional assessment, clinical history, current presentation, and safety considerations, and that Practitioners cannot and do not guarantee any particular outcome, diagnosis, or prescription. Clinical decisions are made in accordance with Good Medical Practice and with your safety and best interests as the paramount consideration, even where this means medication is not commenced or continued.

10.3 Circumstances Where Refunds May Be Considered

A refund may be considered, at the sole discretion of Elite Focus, only in the following limited circumstances:

- (i) the scheduled consultation did not occur due to an error, omission, or fault on the part of Elite Focus (excluding circumstances where the Patient failed to answer the telephone or was otherwise unavailable);
- (ii) a billing error occurred resulting in the Patient being charged an incorrect amount, in which case the refund will be limited to the amount of the overcharge; or
- (iii) The Service was materially not delivered as described, and such failure was due to the fault of Elite Focus.

10.4 Refund Request Procedure

If you believe you are entitled to a refund under clause 10.3, you must submit a written request to hello@elitefocusadhd.com.au within fourteen (14) days of the consultation or billing event giving rise to the claim. Your request must include your full name and date of birth, the date and nature of the consultation or billing event, a detailed description of the grounds for your refund request, and any supporting documentation. Elite Focus will review refund requests and provide a written response within twenty-one (21) Business Days. The decision of Elite Focus regarding refund requests is final, subject to any rights you may have under the Australian Consumer Law.

10.5 Patient Concerns and Alternative Pathways

If you are dissatisfied with your clinical experience or the outcome of your consultation, Elite Focus encourages you to raise your concerns in writing. While dissatisfaction with clinical outcomes does not entitle you to a refund, Elite Focus will review concerns carefully and provide clear communication regarding the clinical reasoning underlying treatment decisions. Where clinically appropriate, Elite Focus may suggest alternative treatment pathways, which may include non-stimulant medications for ADHD, referral to a face-to-face specialist, referral for additional assessments or investigations, or other therapeutic interventions. Such suggestions are made at the discretion of your treating Practitioner and do not create any entitlement to refund of Fees already paid.

10.6 Acknowledgment

By engaging Elite Focus Services, you acknowledge and accept that consultation Fees reflect the professional service provided and not a guarantee of any specific treatment, diagnosis, or clinical outcome; refunds are only available in cases of billing error or service delivery failure attributable to Elite Focus; and your safety remains the highest priority in all clinical decision-making, which may result in outcomes that differ from your expectations.

11. TELEHEALTH SERVICES AND CONSENT

11.1 Nature of Telehealth Services

All Elite Focus consultations are conducted via telephone. Video consultations are not currently available. By using Elite Focus Services, you consent to receive medical consultations and treatment via telehealth.

11.2 Informed Consent

You acknowledge and consent to the following in relation to telehealth services:

- (a) telehealth consultations have inherent limitations compared to in-person consultations, including the inability to conduct physical examinations;
- (b) diagnosis and treatment recommendations are made based on information you provide and clinical assessment possible via telephone;
- (c) there may be circumstances where your Practitioner determines that telehealth is not appropriate and recommends in-person assessment;
- (d) if an in-person assessment is recommended, Elite Focus is unable to provide this service. You are responsible for arranging an appropriate in-person assessment with a suitable provider;
- (e) you are responsible for ensuring you are in a private, quiet location during consultations;
- (f) you will not be driving in a vehicle during your consultation time;
- (g) you will ensure that you have an Australian phone number and can be contacted on this number;
- (h) you understand and acknowledge that no social media platforms including but not limited to skype, Instagram or whatsapp will be used for consultation communications;
- (i) technical difficulties may occasionally disrupt consultations; and
- (j) you will have access to emergency services if required during a consultation.

11.3 Privacy During Consultations

You are responsible for ensuring your privacy during telehealth consultations. Consultations should be conducted from a private location where you cannot be overheard. Elite Focus is not responsible for privacy breaches resulting from your choice of consultation location.

11.4 Emergency Situations

Elite Focus does not provide emergency services. If you experience a medical or psychiatric emergency, you should contact emergency services (000), attend your nearest hospital emergency department, or contact a crisis support service such as Lifeline (13 11 14) or beyondblue (1300 22 4636).

12. PRIVACY, CONFIDENTIALITY, AND RECORDS

12.1 Privacy Commitment

Elite Focus is committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs), and applicable State and Territory health records legislation. Our Privacy Policy, available on our website, sets out how we collect, use, disclose, and store your personal and health information.

12.2 Collection and Use of Information

We collect personal and health information necessary for providing medical services, administering your care, meeting legal and regulatory requirements, and communicating with you about your treatment. We will not use or disclose your information for purposes other than those for which it was collected, except with your consent or as permitted or required by law.

12.3 Disclosure of Information

Your health information will only be shared with other healthcare providers with your explicit consent. However, Elite Focus may be required or permitted to disclose information without your consent in the following circumstances:

- (a) where disclosure is required or authorised by law;
- (b) where there is a serious and imminent threat to your life, health, or safety, or that of another person;
- (c) where there is reasonable concern that a child or vulnerable person is at risk of harm;
- (d) where information relates to your fitness to operate a vehicle or machinery;
- (e) in response to a court order or subpoena; or
- (f) for regulatory compliance purposes, including notifications to State and Territory health authorities regarding Schedule 8 prescribing.

12.4 Clinical Records

Elite Focus maintains Clinical Records in accordance with applicable legislation and professional standards. You have the right to request access to your Clinical Records. Requests should be made in writing. A reasonable administrative fee may apply.

12.5 Record Retention

Clinical Records are retained for the periods required by law, which may vary by jurisdiction but is generally a minimum of seven (7) years from the date of last treatment for adult patients.

13. TERMINATION OF SERVICES

13.1 Termination by Patient

You may terminate your engagement with Elite Focus at any time by providing written notice via email to hello@elitefocusadhd.com.au. Termination does not relieve you of any obligations incurred prior to termination, including payment of outstanding fees. If you are receiving Schedule 8 medications, you are responsible for arranging continuity of care with another provider.

13.2 Termination by Elite Focus

Elite Focus may terminate or suspend Services in the following circumstances:

- (a) breach of this Agreement by the Patient;
- (b) provision of false, misleading, or incomplete information;
- (c) non-compliance with Treatment Plans or medication requirements;
- (d) conduct that poses a risk to the Patient, staff, or others;
- (e) abusive, threatening, or inappropriate behaviour towards staff or Practitioners;
- (f) suspected misuse, diversion, or trafficking of prescribed medications;
- (g) obtaining Schedule 8 medications from multiple providers without disclosure;
- (h) three (3) or more consecutive DNA events;
- (i) failure to pay fees as required; or
- (j) clinical determination that continued treatment is not in the Patient's best interests.

13.3 Effect of Termination

Upon termination, Elite Focus will cease all Services, including prescribing. You will be responsible for arranging alternative care. Elite Focus will provide Clinical Records to you personally and you will need to provide these to your nominated alternative provider, upon request and valid authorisation. Termination for cause may result in notification to relevant regulatory authorities where required or permitted by law.

13.4 Medication Cessation

You acknowledge that while ADHD medications are important for symptom management, abrupt cessation of stimulant medications does not cause physically dangerous withdrawal effects. If Services are terminated, it is your responsibility to arrange for ongoing treatment if required.

14. CONDUCT AND PROHIBITED ACTIVITIES

14.1 Expected Conduct

Patients are expected to engage with Elite Focus staff and Practitioners in a respectful, honest, and professional manner. This includes treating all staff with courtesy and respect, communicating honestly and openly, respecting the clinical expertise and judgment of Practitioners, and cooperating with reasonable requests and directions.

14.2 Prohibited Conduct

The following conduct is strictly prohibited and may result in immediate termination of Services:

- (a) abusive, threatening, intimidating, or violent behaviour towards any Elite Focus staff member or Practitioner;
- (b) harassment or discrimination of any kind;
- (c) provision of false, fraudulent, or misleading information;
- (d) attempted manipulation or coercion of Practitioners regarding prescribing decisions;
- (e) recording consultations without the express consent of the Practitioner;
- (f) sharing, selling, distributing, or otherwise diverting prescribed medications;
- (g) obtaining or attempting to obtain prescriptions through deception or fraud;
- (h) obtaining Schedule 8 medications from multiple providers without disclosure ("doctor shopping");
- (i) using or purporting to use an Elite Focus Practitioner's name, prescriber number, or authority without permission; and
- (j) any unlawful activity related to prescription medications.

14.3 Fraudulent Conduct

The use of an Elite Focus Practitioner's name, prescriber number, or authority by any person without express permission constitutes fraud and is actionable under the AHPRA Code of Conduct and applicable criminal law. Elite Focus will report suspected fraudulent conduct to AHPRA, law enforcement, and other relevant authorities.

15. DISCLAIMERS AND LIMITATION OF LIABILITY

15.1 No Guarantee of Outcomes

Elite Focus does not guarantee that you will receive a diagnosis of ADHD, that you will be prescribed medication, that you will experience a positive response to prescribed treatment, or any clinical outcome. Treatment decisions are made by qualified Practitioners based on individual clinical assessment.

15.2 Limitation of Liability

To the maximum extent permitted by law, Elite Focus, its officers, employees, agents, and Practitioners exclude all liability for any loss, damage, cost, or expense (including indirect, consequential, special, or punitive damages) arising from or in connection with your use of Services, except to the extent such liability cannot be excluded by law.

15.3 Consumer Guarantees

Nothing in this Agreement excludes, restricts, or modifies any rights you may have under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) or any other statutory consumer protection that cannot be excluded, restricted, or modified by agreement.

15.4 Indemnity

You agree to indemnify and hold harmless Elite Focus, its officers, employees, agents, and Practitioners from and against any claims, liabilities, damages, losses, costs, and expenses (including legal fees) arising from your breach of this Agreement, your provision of false, misleading, or incomplete information, your misuse of prescribed medications, and any unlawful or fraudulent conduct on your part.

16. GENERAL PROVISIONS

16.1 Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of New South Wales, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and courts of appeal therefrom for the determination of any dispute arising out of or in connection with this Agreement.

16.2 Amendments

Elite Focus reserves the right to amend this Agreement at any time. Amendments will be effective upon publication on the Elite Focus website. Your continued use of Services following publication of amendments constitutes acceptance of the amended Agreement. Material amendments will be communicated to active Patients via email.

16.3 Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be severed or modified to the minimum extent necessary to render it valid and enforceable, and the validity and enforceability of the remaining provisions will not be affected.

16.4 Entire Agreement

This Agreement, together with the Privacy Policy and any other policies published on the Elite Focus website, constitutes the entire agreement between you and Elite Focus regarding the Services and supersedes all prior agreements, representations, warranties, and understandings, whether written or oral.

16.5 Waiver

No failure or delay by Elite Focus in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof.

16.6 Assignment

You may not assign or transfer your rights or obligations under this Agreement without the prior written consent of Elite Focus. Elite Focus may assign or transfer this Agreement to any successor entity or in connection with a merger, acquisition, or sale of assets.

16.7 Notices

Any notice required or permitted under this Agreement must be in writing and delivered by email. Notices to Elite Focus should be sent to hello@elitefocusadhd.com.au. Notices to you will be sent to the email address provided in your registration.

16.8 Force Majeure

Elite Focus will not be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay results from circumstances beyond its

reasonable control, including natural disasters, pandemic, government action, telecommunications failure, or other force majeure events.

17. CONTACT INFORMATION

For questions, concerns, or complaints regarding this Agreement or our Services:

Elite Focus Pty Ltd

Email: hello@elitefocusadhd.com.au

Business Hours: Monday to Friday, 10:00am – 5:00pm (AEST/AEDT)

Website: www.elitefocusadhd.com.au

18. ACKNOWLEDGMENT AND ACCEPTANCE

By registering for, accessing, or using Elite Focus Services, you acknowledge that you have read and understood this Agreement in its entirety; you agree to be bound by all terms and conditions set forth herein; you have the legal capacity to enter into this binding agreement; all information you have provided is true, accurate, and complete; you understand the Elite Focus Model of Care and accept its limitations; you consent to receive medical services via telehealth; and you accept the fees, payment terms, and billing arrangements described herein.

ELECTRONIC ACCEPTANCE

Your use of Elite Focus Services following presentation of this Agreement constitutes your electronic signature and acceptance of all terms and conditions contained herein.

This electronic acceptance has the same legal effect as a handwritten signature.

— END OF TERMS OF SERVICE —

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