



## **Overcoming Parental Alienation**

**Dialogue In Growth (D.I.G) Pty. Ltd** ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

# **Client Handbook for Dialogue In Growth Counselling and Consulting Services**

## **Counselling and Consulting Agreement**

## **Confidentiality and Privacy Policy**

## **Costs Agreement**



## Overcoming Parental Alienation

Dialogue In Growth (D.I.G) Pty. Ltd ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

### The Counselling and Consulting Agreement

Participation in DIALOGUE In GROWTH face-to-face or online services provided by DIALOGUE In GROWTH Pty. Ltd and its counsellors establishes and gives effect to our agreement to the following terms:

**1. Personal Responsibility.** I (client) take full personal responsibility for change and engaging with my process of change. I (client) accept that counsellors and/or consultants are no more than a guide and facilitator for me to identify and engage with my own process of change. This is the most important part of our agreement because it will lead you toward positive change. The rest of the agreement is important for you to understand our scope, our limits and how you are protected.

**2. Client Record Details.** I (client) agree to provide my name, gender, age, contact details and place of residence.

**3. Confidentiality.** I (client) understand that DIALOGUE In GROWTH Pty. Ltd and its counsellors will protect my private and confidential information by all reasonable means.

I (client) understand that information about me will be discussed in professional supervision without information that would allow me to be identified

Furthermore, DIALOGUE In GROWTH Pty. Ltd will store and maintain my electronic and hardcopy information in accordance with appropriate legislation.

I (client) understand and accept that there are limits to confidentiality. If in the mind of the counsellor, there seems to be a real likelihood of harm being done by me (client) to myself, or harm to others then the counsellor and DIALOGUE IN GROWTH Pty. Ltd. will in the first instance discuss this situation with me, the client. I (the client) understand that the counsellor and DIALOGUE IN GROWTH Pty. Ltd may have a duty of care to make a report to an appropriate authority.



## Overcoming Parental Alienation

Dialogue In Growth (D.I.G) Pty. Ltd ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

For further information about privacy and confidentiality, please refer to the Dialogue In Growth Pty Ltd Privacy and Confidentiality Statement.

**4. Emergency Situations.** I (client) agree that, if at any time, I feel, think or believe I am in a crisis situation and require emergency assistance, I will not rely solely on the counsellor and DIALOGUE IN GROWTH Pty. Ltd and will seek appropriate assistance elsewhere. (For example, by phoning: Emergency - '000'; Lifeline 24 hour crisis counselling line - 13 11 14; Problem Gambling Help Line - 1800 622 112 or a local doctor/hospital).

**5. Referrals** -- I accept that DIALOGUE IN GROWTH Pty. Ltd counsellors have a duty of care to all clients and that I may be referred to a service other than DIALOGUE IN GROWTH Pty. Ltd if the counsellor(s) decide that they are unable to assist me.

**6. Legal Jurisdiction.** I (client) understand and accept that the DIALOGUE IN GROWTH Pty. Ltd counselling and consulting service is governed and bound by the laws of the Commonwealth of Australia and by the State of Victoria, Australia.

**7. Fees.** I (client) understand and accept that DIALOGUE IN GROWTH Pty. Ltd:

Counselling and professional service fees are to be paid prior to or at the beginning of each counselling or consulting session and upon DIALOGUE IN GROWTH Pty. Ltd. presenting an invoice for professional services.

I agree to state the amount of time I require for counselling before the session commences and that the session will conclude at the end of the agreed time.

I agree to state the professional services I require from DIALOGUE IN GROWTH Pty. Ltd and that this constitutes an agreement for DIALOGUE IN GROWTH Pty. Ltd to provide professional services for which I agree to pay the amount stipulated on the fee schedule.



## Overcoming Parental Alienation

Dialogue In Growth (D.I.G) Pty. Ltd ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

I agree to pay a cancellation/rescheduling fee at the discretion of DIALOGUE IN GROWTH Pty. Ltd if I cancel or reschedule an appointment without giving at least 24 hours' notice to my counsellor (except in the case of a medical emergency). I accept that fees are not refundable (except under extraordinary circumstances).

**8. Termination of Services.** I (client) agree to inform DIALOGUE IN GROWTH Pty. Ltd and my counsellor if I wish to terminate counselling. I also understand and accept that DIALOGUE IN GROWTH Pty. Ltd counsellors may withdraw services at any time and that in this case a reason(s) will be provided to me.

**9. Good Faith.** DIALOGUE IN GROWTH Pty. Ltd and its counsellors offer its services in good faith. In all cases, it is the responsibility of each client to seek appropriate professional treatment for any symptoms of disease or dis-order that they may be experiencing

**10. Guarantees and Warranty.** DIALOGUE IN GROWTH Pty. Ltd is not able to give any warranty or guarantee that personal problems (either expressed or implied) presented by a client can or will be resolved.

**11. Liability and Responsibility.** DIALOGUE IN GROWTH Pty. Ltd and its counsellors does not accept any liability or responsibility for any consequences of a client's use of its services -- either beneficial or otherwise. A client's use of the advice or information provided in a counselling session, their interpretation of what they see or hear in such sessions or any effects on them or others, which they attribute to such sessions, is their responsibility alone.

In no event shall DIALOGUE IN GROWTH Pty. Ltd or its employees be liable to any person(s) for any loss or damage of any kind, which may occur as a result of the counselling or professional services it provides.



## Overcoming Parental Alienation

Dialogue In Growth (D.I.G) Pty. Ltd ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

**12. Implementing and Effecting This Agreement.** I agree that this agreement is in effect between me (the client) and DIALOGUE IN GROWTH Pty. Ltd and its counsellors and employees at the beginning of the first session, every session and upon the provision of professional services thereafter and until termination of the services to which this agreement refers.

DIALOGUE IN GROWTH Pty. Ltd requires that all clients read the above Agreement and draws the attention of all intending clients to these documents prior to service being provided.

A client's participation in any counselling, consultation or request and subsequent provision of professional services will be taken by Dialogue In Growth Pty Ltd and its counsellors to mean that they have read, understood and accepted each clause of the above Agreement.



## Overcoming Parental Alienation

Dialogue In Growth (D.I.G) Pty. Ltd ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

## Confidentiality and Privacy Policy

This Confidentiality and Privacy Statement explains in general terms how Dialogue In Growth Pty Ltd and, its directors, shareholders, principles, agents and employees (also referred to in this Statement as 'we') protects the confidentiality of our therapeutic and consulting relationship and the privacy of your personal information. Dialogue In Growth Pty Ltd will undertake this according to professional codes of ethics and to relevant legislation applying to its.

### Confidentiality

There are minimum and essential core conditions upon which our therapeutic relationship depends. Your ability to speak freely and to be genuine and vulnerable is essential to the process of change. People generally censor themselves if they suspect that what is explored with the practitioner is not kept between them and the practitioner or the service provider with whom they engage.

Confidentiality is protected under the professional codes of ethics applying to Dialogue In Growth Pty Ltd, its directors, shareholders, principles, agents and employees

### Privacy

Parties to whom you make your personal and sensitive information available or who collect such information about you are required by law to treat such information about you as private. You and Dialogue In Growth Pty Ltd have legal protection, obligations and exceptions in relation to the privacy of your personal and sensitive information.



## Overcoming Parental Alienation

Dialogue In Growth (D.I.G) Pty. Ltd ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

### Applicability

This policy will apply to:

- any personal information you provide to us in the course of your dealings with us, and,
- Dialogue In Growth Pty Ltd and its directors, shareholders, principles, agents and employees.

### Ownership of Personal Information

Dialogue In Growth Pty Ltd retains ownership of personal information.

### Relevant Legislation and Codes of Ethics.

Commonwealth Privacy Act 1988 (as amended 2006).

Commonwealth Family Law Act 1975 Part II Division 2 Section 10

Code of Ethics-Australian Counselling Association (the ACA)

Codes of Ethics-Counselling and Psychotherapy Association of Victoria (CAPAV)

### What information do we collect?

In the course of our consultations, we will collect personal information from you that is relevant to the purpose for which you have engaged us.

We may collect details such as your name, address, telephone numbers, e-mail addresses and web sites where applicable.



## Overcoming Parental Alienation

**Dialogue In Growth (D.I.G) Pty. Ltd** ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

Privacy legislation requires Dialogue In Growth Pty Ltd to obtain your consent to the collection of "sensitive information". Therefore, we will assume that you have consented to the collection of all information, which you provide to us for use in accordance with this Statement, unless you tell us otherwise.

### **How do we collect information?**

We may collect personal information about you when you deal with us over the telephone, correspond with us (whether by letter, fax or e-mail), visit our web site or when you have contact with us in person or on-line via the internet, telephone or conferencing facility.

There may be occasions when it is relevant for us to obtain personal information about you from third parties. However, Dialogue In Growth Pty Ltd will only do this in consultation with you and with your explicit written permission, specifically nominating the third parties from whom you authorise Dialogue In Growth Pty Ltd to obtain your personal information.

### **How do we use your personal information?**

According to the Australian Privacy Principles of the Commonwealth Privacy Act 1988 (amended 2014), Dialogue In Growth Pty Ltd will only use personal information for the primary purpose for which it was collected, i.e., for the provision of therapeutic and consulting services. Any personal information held by Dialogue In Growth Pty Ltd will not be used for any purpose other than the primary purpose for which it was collected without your consent, unless such use is authorised by and under law.





## Overcoming Parental Alienation

**Dialogue In Growth (D.I.G) Pty. Ltd** ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

Dialogue In Growth Pty Ltd generally collects your personal contact information for the following purposes:

- To contact you to follow up your enquiry,
- To arrange an appointment, and,
- To follow up with future appointments.

Some of the personal information we collect will be essential for us to be able to identify who is using the service. Other types of personal information we collect will help us to profile who is using our services and what their interests are.

Personal information collected in the course of consultations with you is used to develop therapeutic approaches for your benefit and to enable our consultations to flow smoothly without you having to repeat important information about your situation.

### **Disclosure of personal information to third parties**

Dialogue In Growth Pty Ltd will not disclose your personal information to third parties without your consent unless disclosure is either necessary to prevent a threat to life or health, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.

You should note that the Australian Privacy Principles of the Commonwealth Privacy Act 1988 (amended 2014) gives you the right to anonymity and the right that your personal and identifying information is not made available to other parties whom you would not reasonably expect to be given such access.

Dialogue In Growth Pty Ltd assumes that you have exercised your right to anonymity and will take all reasonable measures to ensure that personal and identifying information is not revealed to third parties whom you would not reasonable expect to have access to such information.



## **Overcoming Parental Alienation**

**Dialogue In Growth (D.I.G) Pty. Ltd** ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

You should note that depending upon your payment arrangements and your method of payment, identifying information (usually your name) may appear on Dialogue In Growth Pty Ltd financial records. Therefore, you can reasonably expect that your financial institutions, the financial institutions that handle Dialogue In Growth Pty Ltd financial arrangements and other institutions to which Dialogue In Growth Pty Ltd is legally required to provide such information, such as the Australian Taxation Office will have access to such information.

This is because the services provided by such institutions and Dialogue In Growth Pty Ltd legal obligations are directly related with the services provided to you.

If you are concerned about information about you that may identify you on financial records and to financial institutions, please contact Dialogue In Growth Pty Ltd to make alternative payment arrangements.

### **Direct Marketing**

Dialogue in Growth Pty. Ltd does not sell or provide personally identifiable information about you for direct marketing purposes without your permission to use your personally identifiable information for this purpose.

Dialogue in Growth Pty. Ltd. may engage third-party direct marketing companies (for example email marketing) to promote and market its services. In so doing we will comply with the Australian Privacy Principles and provide you with the option ('opt in' or 'subscribe') to be included in any mailing list or other marketing initiative and the option to withdraw your permission (opting out or 'unsubscribe').

### **Cross-Border and International Information Sharing**

Dialogue in Growth Pty. Ltd. may use cloud based service providers to provide services, host certain functions and information upon which we rely for the provision of our services.



## **Overcoming Parental Alienation**

**Dialogue In Growth (D.I.G) Pty. Ltd** ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

Dialogue in Growth Pty. Ltd. will do its best to choose reputable service providers (for example, Google, Apple I cloud, Microsoft Skydrive) that have established security, privacy policies and practices that are compatible with Australian legislation. However information hosted on computer servers located in other countries may be subject to the legislative environment relevant to the disclosure of information in the country in which the information is hosted (for example information disclosure laws pertaining to United States anti-terrorist legislation) and to that extent Dialogue in Growth Pty. Ltd control over its information may be limited.

### **Disclosure of Personal and Sensitive Information to Professional Supervisors**

It is a professional certification requirement for agents and employees of Dialogue In Growth Pty Ltd to undertake professional supervision with a supervisor accredited by the professional associations responsible for the professional development and conduct of counselling, psychotherapy and consulting services that Dialogue In Growth Pty Ltd provides to you.

Professional supervision is for your benefit and facilitates better outcomes by providing access to senior consultants and practitioners who can offer new perspectives and advice that might not be otherwise available. Professional supervision also ensures that counselling, psychotherapy and consulting services that Dialogue In Growth Pty Ltd provides to you are ethical and compliant with professional association rules and guidelines.

Professional supervision is mandatory and failure by practitioners to meet minimum supervision requirements will result in loss of their accreditation.

The counsellor-supervisor relationship is subject to the same confidentiality and privacy provisions as the services that Dialogue In Growth Pty Ltd provide to you in accordance with this Statement.

Please note that in the course of professional supervision, personal information about you is de-identified and supervision is conducted on the themes emerging from personal information rather than the detail. Professional supervisors are unable to identify you.



## Overcoming Parental Alienation

Dialogue In Growth (D.I.G) Pty. Ltd ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

## Disclosure of Personal Information in the Context of Family Law

Generally speaking, services provided by Dialogue In Growth Pty Ltd may be further protected in relation to admissibility in evidence if such services meet the definitions of the Commonwealth Family Law Act 1975 Part II Division 2 Section 10

### How is Your Personal Information Protected?

Dialogue In Growth Pty Ltd is required to take reasonable measures to protect your sensitive information and has acted appropriately to secure your records from unauthorised access.

### Keeping your personal information up-to-date

Dialogue In Growth Pty Ltd will take reasonable steps to ensure that your personal information is accurate, complete, and up-to-date whenever we collect or use it.

If the personal information we hold about you is inaccurate, incomplete or out-of-date please contact us and we will take reasonable steps to either correct this information, or if necessary, discuss alternative action with you.

Contact us to advise us of any updates to your personal information.

### Resolving your concerns

If you wish to gain access to your personal information, correct personal information, have a complaint about a breach of your privacy or you have any query on how your personal information is collected or used please contact us. We will respond to your query or complaint as soon as possible.



## Overcoming Parental Alienation

**Dialogue In Growth (D.I.G) Pty. Ltd** ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

### Changes to this Privacy Statement

Dialogue In Growth Pty Ltd may amend this Privacy Statement as our business requirements or the law changes. Any changes to this Privacy Statement will be updated on this web site.



## Overcoming Parental Alienation

Dialogue In Growth (D.I.G) Pty. Ltd ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

## Your Costs Agreement with Dialogue In Growth Pty. Ltd

### How much does it cost?

MEDICARE rebates only apply for psychological and social services provided in the context of a mental health plan approved by your treating doctor.

This means that if you engage me then you will not have a mental health record or a diagnosed mental illness because I am not 'treating' you for a 'medical' or 'mental illness'. There may not be any employment consequences, depending on the type of medical questionnaire you are required to complete for your work or when applying for new work. You do not need to see your general practitioner to obtain a referral to see me.

You can deal with your issues according to your personal theory of change. This is because you are your own undiscovered expert and I can help you discover how, rather than have Medicare dictate how you should deal with it!

Some private health funds will provide rebates for registered counsellors and psychotherapists without the overweening control of the Medicare system. I have been advised that you may receive rebates from my services from the following private health insurance funds:

### **MEDIBANK PRIVATE**

Please check the details of your private health insurance plan. Rebates may be capped on a per annum basis and/or limited to a number of sessions. It is best to know this upfront because you never know, we may make a better deal!

Please stand by, I will make further announcements about my eligibility for other private health funds when this is confirmed.



## **Overcoming Parental Alienation**

**Dialogue In Growth (D.I.G) Pty. Ltd** ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

### **What are professional services, counselling and consulting services?**

DIALOGUE IN GROWTH Pty. Ltd and its employees and agents will see you, the client individually or together with your partner and children to provide counselling, consulting face-to-face or online using a conferencing facility or by telephone.

However, sometimes this will not be enough. A 1 hour or 90 minute session even once a week may not be enough to deal with the intensity of personal situations, particularly situations involving family law, when clients are, alienated or excluded parents, alienated or aligned children, alienating parents, or undergoing a family assessment, parental alienation.

To improve your prospects of beneficial change, particularly in relation to parent-child relationship issues and parental alienation it may be necessary that some time is spent outside of sessions by DIALOGUE IN GROWTH Pty. Ltd to assess, analyse and respond to information that a client provides. Such information may reveal for example, considerations in your relationship with your children that we can then deal with in session. Analysing communications between you and your ex-partner can reveal personality characteristics for which we can develop strategies.

This will be especially the case for clients experiencing parental alienation or a rupture in their parent-child relationship. Often more intensive support is required for parent-child relationship remediation and reunification or in the context of family law.

Bear in mind that we are sometimes working against the clock in terms of legal proceedings.

Parents having shared time with their children will often require immediate consultation prior to, during and after the children are transferred to them or upon their return to the other parent.

Often there will be communication between parents from which we can obtain details of the ongoing dynamic between separated parents.

Clients engaged in family law proceedings often find legal proceedings quite traumatising particularly in the family assessment and court attendance phases and may need support that is more intensive.



## Overcoming Parental Alienation

**Dialogue In Growth (D.I.G) Pty. Ltd** ABN: 83 151 471 742

*"Reconcile with Your Children, Reconcile with Yourself if you Cannot"*

All clients who seek the services of DIALOGUE IN GROWTH Pty. Ltd in the context of other presentations may also need intensive support.

You will be advised if you are about to engage professional services and incur professional service fees.

### **How do you pay me?**

Each session must be paid in advance by PAYPAL, by Electronic Funds Transfer (EFT) to DIALOGUE IN GROWTH Pty. Ltd nominated bank account, or by EFTPOS at the beginning of your session.

Professional services must be paid by PAYPAL, EFT or EFTPOS when DIALOGUE IN GROWTH Pty. Ltd presents its invoice to you. Please read the **Confidentiality and Privacy Policy**.

You are agreeing to these terms and conditions when you pay and attend a session or receive an invoice for professional services.

Dialogue In Growth Pty.Ltd. is not registered for GST