



## **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 Services**

## **Services and Costs Agreement**

## **Confidentiality and Privacy Policy**



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### The Services Agreement

Participation in DIALOGUE in GROWTH face-to-face or online services provided by DIALOGUE in GROWTH Pty. Ltd 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 the professional services provided by DIALOGUE in GROWTH Pty. Ltd may be no more than a guide and facilitator for me to identify and engage with my own process of change.

**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 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.

For further information about privacy and confidentiality, please refer to the DIALOGUE in GROWTH Pty Ltd Privacy and Confidentiality Statement.



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**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 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 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:

Professional service fees are to be paid prior to or at the beginning of each consultation upon DIALOGUE IN GROWTH Pty. Ltd. presenting an invoice for professional services.

I agree to state the amount of time I require for consultation before the consultation commences and that the consultation 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.

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 (except in the case of a medical emergency). I accept that fees are not refundable (except under extraordinary circumstances).



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**8. Termination of Services.** I (client) agree to inform DIALOGUE IN GROWTH Pty. Ltd if I wish to terminate its professional services. I also understand and accept that DIALOGUE IN GROWTH Pty. Ltd 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 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 disorder 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 do not accept any liability or responsibility for any consequences of a client's use of its services.

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 professional services it provides.

**12. Implementing and Effecting This Agreement.** I agree that this agreement is in effect between me (the client) and DIALOGUE IN GROWTH Pty. Ltd upon full or part payment of an invoice presented by DIALOGUE IN GROWTH Pty. Ltd and at the beginning of the first consultation, every consultation and upon the provision of professional services thereafter and until termination of the services to which this agreement refers.

A client's payment of an invoice presented by DIALOGUE IN GROWTH Pty. Ltd and/or participation in any consultation or subsequent provision of professional services will be taken by DIALOGUE in GROWTH Pty Ltd to mean that they have read, understood and agreed to each clause of the above Agreement.



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## Your Costs Agreement with DIALOGUE in GROWTH Pty. Ltd-2017

### 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 DIALOGUE in GROWTH Pty Ltd then you will not have a mental health record or a diagnosed mental illness because you will not be 'treated' for a 'medical' or 'mental illness'. You do not need to obtain a referral from a medical practitioner.

Professional fees are set based upon professional fees recommended by accrediting professional associations.

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

DIALOGUE IN GROWTH Pty. Ltd provides

Consultation and advice about parental alienation and related family issues in the context of Australian family law. This may include, for example, analysing communications between you, your children and your ex-partner and interpreting court ordered reports (where confidentiality allows).

Coaching parents to develop specialist skills, competences and capabilities as may be required in their particular family contexts

Counselling and psychotherapeutic services to address personal issue.

### How do you pay?

Each session must be paid in advance by payment services nominated by DIALOGUE IN GROWTH Pty. Ltd or by Electronic Funds Transfer (EFT) to DIALOGUE IN GROWTH Pty. Ltd nominated bank account.

Documents and reports will be issued on upon full payment of all invoices.



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### **Recovery of Unpaid Professional Fees**

If your account is outstanding for more than 21 days and you have not agreed a payment schedule with DIALOGUE IN GROWTH Pty. Ltd or its agents it will be referred to a debt recovery and collection agency.

In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.

Overdue accounts will be subject to interest at the rate of 13% p.a., calculated for the period the account is due until the date it is paid.

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



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### Informed Consent and Agreement

I have read and understood the terms and conditions in this document. I engage DIALOGUE IN GROWTH Pty. Ltd or its agents to provide its services and agree to these conditions.

<b>Date</b>	:
<b>First Name</b>	:
<b>Family Name</b>	:
<b>Mobile Telephone</b>	:
<b>Contact E-mail</b>	:
<b>Address</b>	:
<b>Signature</b>	:



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### **Introduction**

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 services.

### **Confidentiality**

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.



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### **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, staff 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 are 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.



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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.



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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.

DIALOGUE in GROWTH Pty Ltd assumes that you have exercised your right to anonymity under the Australian Privacy Principles of the Commonwealth Privacy Act 1988 (amended 2014) 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.



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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').



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### **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.

DIALOGUE in GROWTH Pty. Ltd. will do its best to choose reputable service providers (for example, Google, Apple I cloud, Microsoft Skydrive) that have 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 the professional 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 the professional services that DIALOGUE in GROWTH Pty Ltd provides to you are ethical and compliant with professional association rules and guidelines.

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.



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## 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.



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### 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.