

Counselling / Psychotherapy

AGREEMENT

A counselling agreement, just like any other written agreement, is designed to help all parties mutually understand and agree upon the processes, obligations, rights and responsibilities of all involved.

[Please read the attached document. Your Counsellor will discuss in the first session.](#)

What is Counselling and Psychotherapy? Counselling is all about YOU!

There are a number of different titles given to the various forms of therapy. However, this service utilises both counselling and psychotherapy interchangeably with a range of tools to ensure your journey moves forward at a pace that is suitable for you. In general, counselling is short term therapy focusing on behaviour patterns whereas psychotherapy is a longer-term approach incorporating past experiences such as childhood memories and how they impact on life today.

About this service

Healing Mindz Therapy and Wellbeing Centre, is a private practice based in Bacchus Marsh, Victoria. This service works to the belief that "Beyond the silence there is always hope". Everyone deserves to have someone to talk to in a non-judgmental and safe environment.

Client Consent - Informed Consent

It is a requirement of current regulations that all work provided by our service is transparent to you, the client, so you can make an informed decision as to treatment for your well-being. It is your right as the client to ensure you understand all information provided to you and how we intend on working collaboratively with you. We are required to ensure this information is provided in a professional, respectful and easy to understand manner. Informed consent therefore involves the communication of any information which matters to the client and which is pertinent to the therapeutic relationship.

You have the right to know about all matters that affect you. These include the likelihood of harm (physical or mental) that could result from treatment as well as the risks of counselling interventions such as clients with complex trauma, or clients feeling overcome by negative emotions when they discuss traumatic experiences. Additional information includes the limits of confidentiality, the background of the service, the likely duration and cost of treatment and any other details pertinent to you and your situation. Alternatives to counselling are also to be explored, for example support groups and other external services.

As part of the provision of this service, your Counsellor will need to collect and record personal information from you that is relevant to your current situation as a necessary part of the psychological assessment and treatment conducted. This is in the event that either you or if appropriate, your child's case, requires consultation with a third party. Written consent for such liaisons is essential. Your Counsellor will discuss this with you if relevant.

Consent to release or obtain information

To ensure the best possible treatment and ongoing support, we sometimes ask for information from you about other services you have or are currently affiliated with. These may be your GP, Psychologist, Speech Therapist, family member or any other person you believe would help towards your journey and/or recovery. This consent helps to ensure the safety and well-being of our clients and staff to ensure an ongoing collaborative relationship.

Risk Assessment - Staff

Due to the delicate nature of our work, we are required to ensure safety of staff at all times. This includes travelling to and from client locations, while in client's homes as well as communicating with clients and professionals face-to-face or via electronic methods. It is important to note that staff will cease a session if at any time they feel their safety or the safety of the client and public are at risk. If this occurs paid fees will not be reimbursed and the possibility of future sessions may be compromised. Staff also have the right to contact police and other support services if they deem this to be necessary.

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Risk Assessment - Client

In addition to staff safety, client safety assessments will be undertaken to ensure they are not at harm to themselves, to others, or are in a position of harm by others. There are a number of tools that can be used including those which assess for self-harm and suicide, mental health, and substance abuse, just to name a few. If at any time the counsellor believes that you, the client, need medical assistance, ambulance or other support, services will be contacted. Healing Mindz will not be liable for any costs or liabilities associated with such support.

Court Assessments

Mandated and non-mandated clients may at times need assessments to be completed for court or other legal environments. Healing Mindz are able to provide this due to the previous experience with corrections, police and the courts. If this is related to your situation, please ensure you provide all details of what you need and an appropriate time frame for the documents to be completed. In addition, all contacts for court and/or legal representatives need to be provided with consent given to release or obtain information.

******For fees relating to this service please read the Fees and Payment section of this agreement.***

Confidentiality / Privacy

Confidentiality is a means of providing the client with safety and privacy and thus protects client autonomy. All sessions will be conducted in confidence and what you talk about with your counsellor will be kept confidential. Confidentiality will continue after the client's death unless there are overriding legal or ethical considerations. However, there are certain exceptions to this such as mandatory reporting. For example, if you tell your Counsellor about some activity that is illegal or if the safety of a minor is involved – under such circumstances the Counsellor must obey the law, which overrides the normal rules of confidentiality.

Additionally, if there seems to be a real likelihood of harm being done to the client, or harm to others being done by the client, the therapist reserves the right to make a report to an appropriate authority. For this reason, any limitation on the degree of confidentiality is likely to diminish the effectiveness of counselling. The decision to break confidentiality will be discussed with the client prior to any disclosure. It is at the discretion of the client to disclose any information that may be deemed by the Counsellor as a cause for reporting. If reporting does occur the Counsellor will ensure that the appropriate authorities are notified such as police, clinical supervisor during counselling supervision, or any other party that requires notification by law.

Supervision

Your Counsellor has regular supervision to help uphold a standard of care and support to all clients. This is a requirement of the industry and professional responsibility of any Counsellor to do so. Your Counsellor may take your case to supervision to obtain additional guidance if needed. In the event this does occur, personal details will be kept to a minimum to protect your identity.

Client records

Confidentiality extends to client records which must be kept secure at all times. This includes hard copies or electronic formats. Confidentiality of client records continues after a client's death unless legal or ethical considerations are deemed otherwise. Confidentiality can be limited if, in some circumstances records need to be legally accessed by other parties. Complete records will be kept for the required length of term as stipulated at the time by various codes of ethics that bind the industry. Once the required time has passed, client records will be disposed of in a manner that maintains confidentiality and complies with the codes of ethics.

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As part of providing this service, the collection and recording of personal information will be undertaken. This information is necessary to ensure appropriate assessments, referrals and support is provided. Please ensure you provide honest and comprehensive information to ensure appropriate treatment is undertaken. You do not need to give all of your information however if you choose not to this may impact on the effectiveness of the service. Your information is stored in strict adherence to Australian Privacy laws for all verbal, written and electronic records.

Subpoena of client records

Clients' counselling records cannot be legally altered once a court subpoena for the records has been received. It is an offence to alter, add or remove counselling notes once a subpoena has been received by the counselling service or practitioner. All notes must be provided to the court. Counsellors can request the magistrate or judge to keep sections of the notes private if these are not relevant to the case by writing a letter to the court. The main reason for requesting that sections of the file are kept private is that disclosure would be prejudicial to the client if revealed in court. The magistrate or judge will make the decision about withholding the records.

Social Media Policy and Sharing Information

It is advisable that clients do not share information about their counselling sessions on social media or on any other public forum. Responses from other people who are not privy to the sessions may express their own personal bias views which may conflict with what is discussed in the privacy of the sessions. If you have any concerns or questions regarding this please discuss with your Counsellor.

Conflict of Interest

Conflict of Interest is a situation in which personal, professional, legal or other interests or relationships have the potential to compromise or bias the mental health professional's judgment, effectiveness or objectivity.

Counsellors must avoid conflicts of interest wherever possible. Any conflicts of interest that do occur must be discussed in counselling supervision and where appropriate with the client and/or associated parties. This includes any type of relationship including sexual or romantic with either the client and/or any of their family members during therapy and up to 5 years post therapy, as stipulated by various codes of ethics at the time.

Fees and Payment

At Healing Mindz we charge for 60-minute and 90-minute sessions. Otherwise noted, the agreed schedule fee is highlighted below:

- Standard sessions - outreach, zoom or telephone at a cost of \$180 for 60 minutes and \$270 for 90 minutes.
- Case Support Meetings at a cost of \$180 for 60 minutes and \$90 for every additional 30 minutes or part thereof.
- Reports such as Court Reports at a cost of \$180 for 60 minutes and \$90 for every additional 30 minutes or part thereof.

NOTE: All fees stated above include gst. This will be reflected on the invoice for each session.

By signing this agreement, you understand and accept that fees are to be paid prior to each session occurring via invoice, which will be emailed to you. **Fees are due 2 days prior to the session.** You agree to undertake the scheduled sessions and agree to forfeit any payment made if you cancel an appointment without giving at least 24 hours' notice to your Counsellor (except in the case of a medical emergency). You accept that fees are not refundable (except under extraordinary circumstances). In the off chance that your Counsellor requires cancellation of a session, they too will adhere to the minimum 24 hours' notice. In this instance if less notice than this is provided by your Counsellor, a full refund or a credit for the next session will be granted.

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Contact - Out of Session Contact

Sometimes clients want extra contact with their Counsellor. It is important to only contact your Counsellor when needed. As this is a professional relationship, contact must be kept to a minimum. This includes contact by telephone, email, social media, or physical visits. If you have any concerns, you can email your Counsellor who will respond in a timely manner. They will also explain to you if your query is of an urgent matter or if it can wait until the next session. For major concerns or issues, you will need to book an additional session where your matter can be addressed appropriately. If your Counsellor needs to contact you between sessions, they too will ensure the topic is urgent enough to do so and will undertake this in a confidential and appropriate way.

Counselling - Making the Most of Each Session

Clients who get the most out of counselling are usually the ones who use their session time to increase awareness, learn new skills and be actively involved in getting what they want from the sessions. They are also the ones who are willing to undertake homework in between sessions and take time to reflect on the work. If, at any time, you are left with concerns or discomfort from a session it is very important that you tell your Counsellor about this either when it is happening or during the next session. It is your responsibility as the Client to provide updated and honest information to your Counsellor. In turn your Counsellor is required to bring their genuineness, empathy and non-judgemental therapeutic approach to each and every session with the sole intention of supporting you through your journey.

Homework Exercises

On certain occasions you may be asked to undertake homework. Homework is additional work that you undertake on your own outside of the counselling sessions. These may vary in task depending on the corresponding topic during the session and additional support your Counsellor believes may help you on your journey. It is your responsibility to decide if you want to undertake these. You will not be forced to undertake the exercises, or be judged on your decision.

Termination

In the event that you or your Counsellor wish to terminate the counselling process early, this needs to be raised in the session and be discussed. However, you may withdraw from treatment at any time without affecting any future treatment by this service. By doing this, both parties can work towards termination with appropriate planning. This may take several sessions to accomplish. By signing this agreement, you agree to inform your Counsellor if you wish to terminate counselling. You also understand that your Counsellor may withdraw services at any time with reasonable explanation provided to you.

Research and Studies

Every now and then information obtained from this service, throughout the sessions and from information you have provided either verbally or in written form, may be used for research and study purposes. If this occurs all corresponding identification about you and your situation will remain confidential. These are designed to help research in the field such as numbers, ages and areas of concern to ensure the industry moves forward.

Feedback

Your Counsellor will encourage feedback about the service from you. If at any time you wish to provide feedback feel free to discuss this with your Counsellor. It is your right to provide this to ensure Healing Mindz provides the best support and upmost care to all clients.

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Support Services - Referrals

You accept that Healing Mindz has a duty of care to all clients and that you may be referred to another service if the Counsellor decides they are unable to assist you or where they feel additional supports need to be utilised to run concurrently with counselling. These services may include:

- Mental health services
- Drug and alcohol
- Men's Behaviour change and other domestic violence services
- Family support services
- Child and family services
- Suicide prevention
- Grief, loss and trauma related services

****Additional services specific to each client will be determined if and when required.***

You agree that, if at any time, you feel, think or believe you are in a crisis situation and require emergency assistance, you will not rely solely on Healing Mindz and will seek appropriate assistance elsewhere, such as:

- 000 – Emergency Assistance
- 13 11 14 - Lifeline 24-hour crisis counselling line
- (03) 9935 7400 - Griefline Family Services
- 1300 78 99 78 - MensLine Australia
- 1800 Respect - 24 hour domestic, family violence and sexual assault line
- 1300 363 746 - CATT – Crisis and Treatment Team – Psychiatric Triage

Availability

Your Counsellor will be available for contact between the hours of 9am and 7pm Tuesdays to Thursdays and 9am to 5pm Fridays and Saturdays. However, your counsellor will not answer phone calls, messages or emails while counselling a client, therefore returning your contact will be made at the earliest available time. Healing Mindz is also not an emergency service. Please contact the above numbers if needed.

Client/s:

Signature: _____

Print Name: _____

Date: _____

Guardian:

Signature: _____

Print Name: _____ Date: _____

Counsellor:

Signature: _____

Print Name: _____ Date: _____