



CLIENT INFORMED CONSENT

Welcome to my practice, ***The Mind Cushion***. This document contains important information about my professional services and business policies. When you sign this document, it will also represent an agreement between the two of us. You may revoke this agreement in writing at any time.

COUNSELLING SERVICES:

Counselling is not easily described in general statements. It varies depending on the personalities of the counsellor and the client, and the particular problems that you are experiencing and encountering. There are many different methods that I may use to deal with the problems that you are hoping to address. Counselling is not like a medical doctor visit. Instead, it calls for a very active effort on your part. For the counselling to be the most successful, you will have to work on the things we talk about both during our sessions and at home.

Counselling can have both benefits and risks. Since counselling often involves discussing unpleasant aspects of your life, you may experience uncomfortable feelings such as sadness, guilt, anger, frustration, loneliness and helplessness. On the other hand, counselling has also been shown to have many benefits. Counselling often leads to better relationships, solutions to specific problems and significant reductions in feelings of distress. However, there are no guarantees as to what you will experience.

Counselling involves a large commitment of time, money and energy, so you should be very careful regarding your choice in counsellor. If you have questions about my procedures, we should discuss them whenever the need arises. If your doubts continue to persist, I will be happy to help set you up with another mental health professional for a second opinion.

SESSIONS:

One 50-minute session per week at a time or date that we agree upon, although some sessions may be longer and/or more or less frequent. Once an appointment hour is scheduled, you will be

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NQF Registration Number: 895



expected to pay for it unless you provide 48 hours notice in advance of cancellation. In the event of an emergency or events that are beyond and out of your control, we are required to reschedule to another mutually agreed upon date and time.

FEES:

The fee for a 50 minute session is R300. A sliding-scale fee amount based on income is also available. Please see the [Client Agreement Form](#) for more information regarding the sliding-scale pricing options.

CONTACTING ME:

Due to my work schedule, I am not often immediately available by telephone. Under no circumstances whatsoever do I answer the telephone when I am in a session with a client. After hours, you are more than welcome to contact me via WhatsApp on [063 398 4962](#). Once I have received a message from you, I will make all the effort I possibly can to return your call or message within 24 hours of receiving it, barring weekends and holidays. If you are difficult to reach, please inform me regarding your availability. If you are unable to reach me and feel that you cannot wait for me to return your call or message, please do not hesitate in contacting any other mental health professional or family physician or please go to your nearest emergency room. In the event of me not being available for an extended time, I will provide you with the name of a colleague to contact, if necessary. Please also see below for my social media and email policies.

LIMITS ON CONFIDENTIALITY:

The law protects the privacy of all communications between a client and the counsellor. In most situations, I can only release information about your counselling sessions to others if or when you sign a written authorization form. There are other situations that require only that you provide written advanced consent. Your signature on this agreement provides consent for those activities, as follows:

- I may occasionally find it helpful to consult other health and mental health professionals about a case. During a consultation, I make every effort to avoid revealing the identity of my client. The other professionals are also legally bound to keep information confidential. If you do not object, I will not tell you about these consultations unless I feel that it is important to our work together. I will note all consultations in your [Counselling Record](#).



- If a client threatens to harm themselves, I may be obligated to seek the help of emergency services such as psychiatrists, and qualified psychological professionals for them or to contact family members and others who can help in providing protection.

There are some situations where I am permitted and required to disclose information without either your consent or authorization:

- If a government agency is requesting the information for health oversight activities, I am required to provide it for them.
- If a client files a complaint or lawsuit against me, I may disclose relevant information regarding the client in order to defend myself.

There are some situations in which I am also legally obligated to take actions, which I believe are necessary to attempt to protect others from harm, and I may have to reveal some information about a client's treatment. These situations, however, are highly unusual in my practice. Examples of such situations are as follows:

- If I know or suspect that a child under the age of 18 has been abused or neglected, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If I know that an elderly or disabled adult has been abused, neglected, exploited, sexually or emotionally abused, the law requires that I file a report with the appropriate governmental agency. Once such a report is filed, I may be required to provide additional information.
- If I believe that disclosing information about you is necessary to prevent or lessen a serious or imminent threat to the health and safety of an identifiable person(s), I may disclose that information, but only to those able to prevent or lessen said threat.

Children and Teenagers: My first responsibility is to honour our confidential relationship; we need to trust each other. Therefore, in general, specific information will not be shared with your parents or others, unless you give me specific permission to do so. I may, however, share generalities with your parents and offer helpful guidance to your parents and other supportive persons.

Exceptions: To protect you and help both you and your family to address and change destructive behaviour, I am responsible to reporting to the appropriate agencies in the following events:

- Abuse: physical, sexual, emotional and psychological abuse

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- Potential for suicide
- Potential for homicide

Should the need to report arise, I will try my best to discuss it with you at the time, as I feel that honesty is crucial to our work together.

Parents: Note that if you are signing this consent on behalf of your child, then your child is my client. Often parents need to be involved in contributing to the treatment of their child. By signing this consent, you are agreeing that when I work with you on behalf of your child, any of your communication with me is open to the other parents legally involved in parenting your child.

While this written summary of exceptions to confidentiality should be helpful in informing you about potential problems, it is important that we discuss any questions or concerns that you may have now or in the future. The laws governing confidentiality can be quite complex and I am not an attorney. In situations where specific advice is required, formal legal advice may be needed.

SOCIAL MEDIA / E-MAIL POLICY:

As a result of the highly technical world in which we live, I am making explicit my business policies related to the use of social media. This section explains how I conduct myself on the internet as a Wellness Counsellor and how you can expect me to respond to various interactions that may occur between us on the internet. If you have any questions about anything within this section, please bring them up in our intake session.

- **E-mail:** I prefer using e-mail only to arrange or modify appointments, and to provide forms to fill out for our first intake session. Please do not email me content related to your counselling sessions as e-mail is not always completely secure or confidential. If you choose to communicate with me by e-mail, please be aware that all emails are retained in the logs of your and my internet service providers. While it is highly unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the internet service provider. You should also know that any emails I receive from you and any responses that I send to you become a part of your legal record.
- **Social Media:** I do not accept friend or contact requests from current or former clients on any social networking site (Facebook, LinkedIn, etc). I believe that adding clients as friends or contacts on these sites can compromise your confidentiality and our respective privacy. It may also blur the boundaries of our counselling relationship.



Please note that if you do choose to follow me, I will not follow you back, because I believe casual viewing of clients' online content outside of the counselling hour can create confusion in regard to whether it's being done as part of your counselling or to satisfy my personal curiosity. In addition, viewing your online activities without your consent and without an explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during the counselling hour.

- **Interacting:** Please do not use SMS (mobile phone text messaging) or messaging on Social Networking sites such as Twitter, Facebook, LinkedIn or Instagram to contact me. These sites are not secure and I may not read these messages in a timely fashion. Do not use wall postings, @replies or other means of engaging with me in public online spaces if we have an already established client/counsellor relationship. Engaging with me this way could compromise your confidentiality. It may also create the possibility that these exchanges becoming a part of your legal medical record will need to be documented and archived in your chart. If you need to contact me between sessions, the best way to do so is by phone. Direct email at info@mindcushion.co.za is the second best for quick, administrative issues such as changing appointment times. See the email section above for more information regarding e-mail interactions.
- **Use of search engines:** It is NOT a regular part of my practice to search for clients on Google, or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis. If I have a reason to suspect that you are in danger and have not been in touch with me via our usual means (Coming to appointments, phone or email) there might be an instance in which using a search engine (to find you, find someone close to you or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such a means, I will fully document it and discuss it with you the next time that we meet.
- **Business Review Sites:** Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is NOT a request for a testimonial, rating or endorsement from you as my client, and I cannot respond to any review on any of these sites whether it is positive or negative. Confidentiality means that I cannot tell people that you are my client and my

The Ethics Code prohibits me from requesting testimonials. But you are more than welcome to tell anyone you wish that I'm your therapist or how you feel about the counselling service(s) I provided



to you, in any forum of your choosing. If you do choose to write something on a business review site, please keep in mind that you may be sharing personally revealing information in a public forum. To protect your privacy, you can create a pseudonym that is not linked to your regular e-mail address or friend networks. Please note that if you feel that I have done something harmful or unethical and you do not feel comfortable discussing it with me, you can contact the relevant parties.

LOCATION-BASED SERVICES:

If you use location-based services on your mobile phone, you may wish to be aware of the privacy related issues to using these services. If you have GPS tracking enabled on your device, it is possible that others may surmise that you are a counselling client due to regular check-ins at my office on a weekly or monthly basis. Please be aware of this risk if you are intentionally "checking-in" from my office or if you have a passive Location-Based Service app enabled on your phone.

PROFESSIONAL RECORDS:

The laws and standards of my profession require that I keep Protected Health Information about you in your Counselling Record. Except in unusual circumstances that involve you being a potential danger to yourself or to others, you may examine and or receive a copy of your Counselling Record, if you request it in writing. Because these are professional records, they can be misinterpreted and or upsetting to untrained readers. For this reason, I recommend that you initially review them in my presence or have them forwarded to another mental health professional so that you can discuss the contents. In most situations, I am allowed to charge a copying fee of R3 per page (and for certain other expenses). If I refuse your request for access to your records, you have a right to review, which I will discuss with you upon request.

MINOR AND PARENTS:

Clients under the age of 18 years of age who are not emancipated, and their parents should be aware that the law may allow parents to examine their child's counselling records unless I decide that such access is likely to injure the child, or we agree otherwise. Because privacy in counselling is crucial to successful progress, particularly in teenagers, it is my duty to request an agreement from parents that they consent to give up their access to their child's counselling records. If they agree, during counselling, I will provide them only with general information about the progress of the child's counselling and their attendance at the scheduled sessions. I will also provide parents with a summary of their child's counselling session when it is complete. Any other form of communication will require the child's authorisation, unless I feel that the child is in danger or is a danger to someone else, in which case, I will notify the parents of my concern. Before giving



parents any information, I will first discuss the matter with the child, and if possible, do my best to handle any objections that they may have.

BILLING AND PAYMENTS:

You will be expected to pay for each session at the time that it is held, unless we agree otherwise. In circumstances of unusual financial hardship, I may be willing to negotiate a fee adjustment. If your account has not been paid for more than 60 days and arrangements for payment have not been agreed upon, I have the option of using legal means to secure the payment. This may involve hiring a collection agency or going through small claims court which will require me to disclose otherwise confidential information. In most collection situations, the only information I release regarding a client's treatment is his or her name, the nature of the services provided and the amount that is due. If such legal action is necessary, its costs will also be included in the claim.

Please see the *Counselling and Client Agreement Form*, for more information in regards to the fee-adjustment.

MEDICAL INSURANCE REIMBURSEMENT:

Please note that I am not contracted with any medical aids as I am not part of the Health Professions Council of South Africa (HPCSA). Thus, all payments will be made via cash, electronic payment and card facilities will be made available on the premises. However, you are required to let me know what form of payment you will be making use of.

Please see the *Counselling and Client Agreement Form* for more information in regards to this matter.

SIGNATURES:

IF YOU ARE 16 YEARS OF AGE, OR OLDER, YOUR SIGNATURE IS REQUIRED AS WELL AS YOUR LEGAL GUARDIAN OR PARENT.

IF YOU ARE UNDER THE AGE OF 16 YEARS, ONLY YOUR PARENTS NEED TO SIGN.

YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS AGREEMENT AND THAT YOU AGREE TO ITS TERMS AND CONDITIONS.



Name(s):

Date:

Signature of Parent

Signature of Client

Signature of Wellness Counsellor