

CARELINK  
COUNSELLING  
SERVICES

## **PROTOCOLS FOR EXTERNAL HEALTH SERVICE PROVIDERS (EHSPs) INVOLVED IN THE COUNSELLING OF VICTIMS OF SEXUAL ABUSE REFERRED TO OR BY CARELINK**

Carelink provides confidential assessment, referral to EHSPs and professional support services to those who have suffered sexual abuse, including adult boundary violations, by priests, religious and lay people who are or were under the control of the Catholic Archbishop of Melbourne.

Carelink was established and is financed by the Archdiocese of Melbourne but remains otherwise independent from any Archdiocesan organisation.

Carelink works in cooperation with an Independent Commissioner who was appointed by the Archbishop to investigate allegations of abuse, a Compensation Panel appointed by the Archbishop to award compensation to victims of sexual abuse and a pastoral facility for those who request such help.

In the usual course of events a complainant approaches the Commissioner, who then investigates the allegations. If the Commissioner is satisfied that the abuse has occurred, the Commissioner makes a referral to Carelink. The Commissioner may also refer a victim to the Compensation Panel, which has the authority to provide an *ex gratia* compensation payment to the victim.

Carelink operates under the direction of a Consultant Psychiatrist who has overall responsibility for conducting an assessment of the client's condition, making appropriate referrals and writing reports for the Compensation Panel, where indicated. Some clients may elect to have reports for the Panel provided by another EHSP.

Carelink contracts independent health service providers to provide ongoing counselling and related services to clients. Clients are apprised of the contract between the professional and Carelink.

The provision and acceptance of assistance by or through Carelink does not constitute acceptance of legal liability by, or compromise the legal rights of, any person. Carelink and the Archdiocese do not accept liability for the acts or omissions of any third parties.

### **Privacy and Confidentiality**

1.

Carelink staff and EHSPs engaged by Carelink are required to acknowledge and understand the National Privacy Principles set out in the Privacy Act 1988 as well as their obligations under the Victorian Health Records Act 2001. Carelink expects all EHSPs to adhere to the requirement that all client personal information must be treated with strict confidence and used only for authorised purposes, and to ensure that all personal information an EHSP holds about a Carelink client is protected from misuse, loss, corruption or disclosure.

Protocols for EHSPs are outlined below. The protocols are mandatory and it is expected that all EHSPs agree to abide by these protocols prior to their undertaking or continuing any therapeutic work in association with Carelink clients.

2. The Coordinator of Carelink will contact EHSPs who are not already known to Carelink prior to making any referral. Clients may also choose their own EHSP or continue with an existing therapist if a therapeutic relationship has been established prior to the client's referral to Carelink. However, the Carelink Coordinator must first approve such arrangements to ensure that the EHSP has appropriate expertise. Carelink reserves the right to refuse to fund or to continue to fund an EHSP.

- (i) Carelink will negotiate periods of treatment for each client and treatment. Approval is usually provided for a block of ten sessions, (one session weekly) after which the EHSP is required to submit a brief progress report. See 7 below.

This report is expected to outline the nature of the therapy involved, the therapeutic progress of the client and whether further sessions are required. It should not detail the contents of sessions. These reports should be billed to Carelink.

- (ii) Except under exceptional circumstances, e.g. where a client lives in a remote area, all Carelink funded client counselling sessions are to be held within an appropriate setting. Telephone consultations are not funded.
    - (iii) Secondary victims - Carelink will negotiate periods of treatment for each client. Approval is usually provided for five sessions, (one session weekly) after which the EHSP is required to discuss with the Co-ordinator any further sessions. See 7 below.
3. Carelink may grant an extension of treatment for a further period. In some cases a referral to a different type of EHSP may be indicated, either in conjunction with the current treating therapist or following termination with the current therapist. Alternatively, arrangements may be made to bring the counselling/therapy to a close.
4. If for any reason an EHSP determines that the professional nature of the therapeutic relationship with a client cannot continue, the EHSP should contact Carelink in order to arrange an appropriate transfer to another professional.
5. If the contract continues beyond twelve months Carelink may conduct an annual review meeting with the client and the EHSP separately. The EHSPs travel and meeting time will be reimbursed. Alternatively, Carelink may request an annual report from the treating EHSP. The cost of preparing the report will be reimbursed.
6. Accounts are to be forwarded on a monthly basis to Carelink. Original invoices are filed securely at Carelink and then prepared by Carelink for processing and payment by the Archdiocese's finance department at the end of each month. Carelink provides no identifying information about the client to the Archdiocese. All clients are allocated independent code numbers.

***For this reason please ensure that all accounts are forwarded directly to:***

Carelink Counselling Services  
1<sup>st</sup> Floor  
25 Lansdowne Street,  
East Melbourne 3002

***Under no circumstance should accounts be sent directly to the Archdiocese of Melbourne, as this would constitute a breach of confidentiality.***

7. Carelink provides for standard one-hour consultations of not more than once weekly intervals.

If there are special circumstances which require either a longer consultations or more frequent sessions, this must be negotiated and approved in advance with the Carelink Coordinator.

8. Telephone consultations will not be paid by Carelink.
9. Before commencement of therapy, EHSPs should negotiate a cancellation policy with their Carelink client. Carelink will fund the full cost of missed initial appointments and up to two subsequent missed appointments. EHSPs should notify Carelink in the event of further non-attendances, to enable a review of treatment options and funding arrangements.
10. A summary report is required at the conclusion of therapy which should be billed to Carelink.
11. Under exceptional circumstances where therapists may be required to visit clients outside their professional rooms, travel time can be reimbursed. These rates are to be independently negotiated in advance with the Coordinator.
12. Carelink does not pay costs relating to civil proceedings brought by a client. Fees for any reports and/or court appearances should be directly negotiated with the client's legal representatives. The cost of any report prepared by Carelink for Compensation hearings will be borne by Carelink. These reports are prepared specifically for the Compensation Panel and are not to be used for any other purpose.
13. Psychologists/counsellors/therapists should charge their usual fees subject to Carelink's prior approval. Psychiatrists receive the difference between their fees and the Medicare rebate.
14. EHSPs must maintain their own insurance with respect to professional indemnity and public liability. Documentary evidence of the current insurance policy should be provided to Carelink.
15. EHSPs are required to maintain registration with their professional bodies and to follow the ethical practices outlined in their code of professional conduct. Carelink will require a copy of the EHSPs current registration or practising certificate, and a copy of the EHSPs curriculum vitae or a summary of their relevant experience.