

Online Counselling Contract

Please read the information below carefully. It forms an agreement regarding how we will work together Online through Cliniko Telehealth and outlines my professional obligations regarding confidentiality.

At our first session I will set some time aside for us to discuss this agreement and answer any queries that you may have. I will ask you to sign the agreement to show that you understand its contents.

Practitioner's name: Lisa Smith

Name of private practice: Lisa Smith Counselling

Address: Phoenix Counselling, 129 Pottery Road, Oldbury B68 9HE

Telephone details: 07889127814

Email Address: Lisa@lisasmithcounselling.com

Membership Organisations

I am a member of the British Association for Counselling and Psychotherapy (BACP) working toward accreditation and as such abide by their *Ethical Framework*. Please see - www.bacp.co.uk/ethical-framework

I am an accredited member of the National Counselling and Psychotherapy Society (NCPS) and as such abide by their Code of Ethics. Please see - <https://nationalcounsellingsociety.org/about-us/code-of-ethics>

The Way that I Work

There are a variety of approaches to the way practitioners work with their clients. I have been trained in therapeutic approaches called:

Emotional Therapeutic Counselling

Humanistic and Integrative Counselling and Psychotherapy - Please see -

<https://www.bacp.co.uk/about-therapy/types-of-therapy>

for more information on different therapeutic approaches.

Contact Between Sessions

I normally work and see clients by appointment:

My working hours are:

Monday - 10am - 8pm

Tuesday - 8am - 3pm

Wednesday -10am - 8pm

My telephone number and email address are for use in the case of cancellations or alterations. I will not enter into telephone or email counselling except in exceptional circumstances and by prior agreement. My telephone number is not staffed continually and messages will only be picked up on an irregular basis throughout the day. I will therefore reply to all messages as soon as possible.

If you are unable to wait for me to reply, or require emergency or urgent professional assistance outside my normal working hours, please contact:

NHS direct telephone 111
Your GP or the emergency services
The Samaritans freephone 116123

Counselling Contract

Anti-discriminatory Practice

I am committed to providing an anti-discriminatory service. I strive to ensure that this practice is present in all our work together.

As a counsellor, I offer you my honesty and respect while we explore issues you feel you would like to bring to counselling at the times that we have agreed.

Fees and Payments

I charge a fee between:

Daytimes appointments - £50 - £60
Late afternoon/Evening appointments - £55-£60

per **50-minute session** paid via a SumUp Card Payment link before the session.

I review my fees annually in February and will give you 1 calendar month's notice of any proposed increase.

Online Sessions

Sessions will be held via Cliniko Telehealth and confirmation and booking reminders are sent containing the meeting link. Information regarding Cliniko can be found here: <https://help.cliniko.com/en/articles/3843932-telehealth-a-guide-for-patients>

- **Privacy** - I will make every effort to ensure the physical space that I am in is confidential and interruption-free. **I ask that you consider the location for each therapy session carefully, aiming for a confidential and interruption-free location.**
- **Technology Failure** - Should there be technological issues we may need to reschedule an appointment. The time boundaries already set will need to be maintained even if we have interruptions.
- **Online Confidentiality** - **No online platform is completely secure and I ask that you read the above link to Cliniko's guide for patients and their privacy policy before agreeing to work in this way.**

Cancellation policy

I require **24** hours notice of cancellation via text or email to avoid an invoice being produced and a fee charged. Late Cancellations are charged at half the fee and missed appointments are charged at full fee.

If you arrive late, unfortunately, I will not be able to extend the session, as this will affect my other appointments. I only see clients by appointment, and I am unable to correspond with clients between sessions.

Duration and Notice of Termination

I provide both short and long-term therapy, we can discuss the planned duration of our work together during our initial session.

We will meet weekly (unless agreed otherwise) and each session will last 50 minutes. I recommend an initial minimum of 6 sessions to allow our work to evolve. After that, it is easier for you to make an informed decision about whether or not you wish to continue your therapy. If you continue beyond the first six sessions our work becomes open-ended, until we end by agreement.

We will review your progress at every 6 sessions and I require 2 weeks if you wish to terminate your therapy with me.

Holidays

I require **1 week's** notice of any holiday arrangements.

Therapist Holiday and Absence

I take several weeks' holiday per year and attend regular continual professional development courses; I will inform you of these dates well in advance. There may also be occasions when I cannot give you your session because of illness, inclement weather or attending training sessions/meetings. I will give you as much notice as possible of any cancellations.

If you cannot attend a session, please let me know at least 24 hours in advance.

Confidentiality

As a member of BACP, I am bound by their *Ethical Framework* to protect a client's confidentiality. Therefore, everything that we discuss is confidential except in certain circumstances, which are listed below. Further information about how I maintain records in line with GDPR is below this contract.

- **Record keeping confidentiality** - As a member of BACP I am required to keep accurate and appropriate notes of our work together. I record my session notes securely within Practice Management Software that is accessible to me, this is password protected at both the level of the individual document and the laptop itself.

I am registered with the Information Commissioner's Office **ZA395725** and any information that I keep is subject to the Data Protection Act 2018 (DPA 18) and United Kingdom General Data Protection Regulation UK-GDPR see Information Commissioner's Office: <https://ico.org.uk> and BACP's Privacy notice. <https://www.bacp.co.uk/privacy-notice>.

- **Supervision** - All members of BACP are required to have regular supervision. My work continues to be supervised to ensure that it is safe, ethical and effective. Aspects of our work may be discussed during these sessions, but no full name will be used and identifiable details removed. My supervisor is a member of **UKCP and BACP** and as such they are bound by the same confidentiality rules as myself.
- **Clinical Will** - In keeping with the requirements of BACP's *Ethical Framework* I have appointed two trusted colleagues to take over the administration of my practice in the event of my death or incapacity, and to deal with my appointments and confidentially destroy my notes. This colleague is also a member of UKCP and/or BACP and is bound by the same professional confidentiality rules as set out in their *Ethical Framework*.

- **Confidentiality Exceptions**

- **Harm to Self or Others** -I reserve the right to break confidentiality if I think that you have become a danger to yourself or other people. I will attempt to discuss this with you and my supervisor first, but this may not always be possible.
- **For Legal and Ethical Reasons** -I am not bound by confidentiality if in good faith I feel that I can assist in the prevention or detection of a serious crime, this includes safeguarding issues regarding children or vulnerable adults, crimes regarding substantial financial gains and losses, acts of terrorism and the subpoena of records.

Keep Safe Policy

In certain cases where you may have declared a clear and definite intention to end your life, or if I have reason to believe this to be true, we may after a careful discussion agree to put in place a 'keep safe policy' where you will agree to take certain measures, such as get in touch with your mental health crisis team, or talk to the Samaritans as a way of safeguarding and ensuring your safety.

Attending Under the Influence

I am unable to deliver effective therapy to clients who try to attend sessions under the influence of non-prescribed medication or alcohol. In such a case I would discuss the issue with you and we would agree to a period of abstinence before the session from the non-prescribed medication or alcohol, and add this period to the contract. If I have to discontinue a session for this reason full payment will be due.

Recording of Sessions/Training

As part of any ongoing counselling and psychotherapy training, I may ask you if I can use our work together for academic purposes which could include

- Recording sessions and transcribing
- a case study.

In both cases I would ensure that identifiable information such as name, some facts and personal details will be redacted.

Any recordings are password protected and stored securely and they will be destroyed after the work is completed.

Should this be required I will ask for an addendum to be signed for written consent and at any point, this consent can be withdrawn..

Recording may only take place with the knowledge and explicit consent of ALL parties - therapists, and other persons present during a session or other interaction, whether face-to-face or taking place by audio, or video link.

Complaint

If there is anything that you don't understand about this agreement, or if you would prefer it in a different format, please let me know. Similarly, if you are not happy with any of our sessions or the standard of my work, I hope that you will feel able to talk to me about this.

If you feel unable to talk to me or in the event of a serious complaint, please contact BACP's Get Help with Counselling Concerns service (formerly Ask Kathleen), which provides confidential telephone and email guidance on what to do if you have concerns about your therapy or therapist. Phone 01455 883300 or 07811 762114 or 07811 762256. Please leave a message or email gethelp@bacp.co.uk, or write to BACP, 15 St John's Business Park, Lutterworth LE17 4HB.

General Data Protection Regulations- Privacy Statement

Under GDPR regulations I am required by law to share with you what Data I hold on you, how I handle and/or process this, along with how long I keep it for:

Digital Records

These include emails that we may send each other regarding appointments. These may also include texts and voicemails. Other digital records include SumUp payments, practice management and accounting software. All the above are stored securely and password protected.

I maintain an attendance record of when we meet, a contract for the work we are doing, including: Name, Date of Birth, Address, Phone Number, Emergency Contact, GP details, your signature, and a brief outline of the work we are doing together. Any paperwork will be scanned into your file and destroyed

How I share information

I do not share the above information with third parties. Unless you ask me to do so, in which case we will discuss the benefits of this. If the information I hold on you is court-ordered, I will have no choice but to share this, however, I will endeavour where possible to inform you prior to taking action.

Clinical Supervision

The information I share includes first name, age, background, why you came to therapy and the nature of our work together. This process is to ensure high standards are met with you and clinical supervisors are bound by confidentiality and cannot share the information that is shared about you.

Further training and research, information used will not include any information that makes you directly/or explicitly identifiable, maintaining my commitment to client anonymity.

How I keep your information

I will hold your personal details and client records for the duration you are attending as a client, on completion of your therapy I will scan and encrypt your records, destroying paper copies immediately and deleting scanned records after a 7year period as per BACP regulations stipulate.

Clinical Will

In the event that I am incapacitated/deceased, I hold a clinical will. A colleague (Clinical will executor) will inform all my clients and will make appropriate recommendations for another therapist.

For the purpose of ensuring my clinical will is up to date and complete, when no future appointments are booked, clients are removed from my clinical will 4 weeks following the last appointment.

Termination or Recommencing Therapy

Although I maintain records for 7 years following therapy completion or after an unplanned break of 4 weeks (no future appointments booked), I cannot guarantee availability due to high demand.

As a therapist, should you wish to restart therapy sessions I am unable to guarantee my future availability and may need to recommend other therapists. Should I have availability, any future sessions would be under a new counselling contract.

I will also be unable to inform you of any planned/unplanned absences and as mentioned this would also include clinical will activation.