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**Poppy counselling services**

**Negotiated Agreement for Counselling**

Qualified Member of the British Association of Counsellors and Psychotherapists

1. ***Confidentiality –*** Everything you tell me is confidential. In rare circumstances I reserve the right to break confidentiality. If there were serious risks to your own or others’ safety, or if I was compelled to break confidentiality by law.
* If you tell me that you are causing serious harm to another person or that you have done so in the past or that you intend to do so in the future.
* If you tell me that you are involved in or you know of someone who is involved in acts of terrorism or money laundering.
* If you tell me that you are involved in or you know of someone who is involved in acts which breach the Child Protection Act or Child or Vulnerable Adult Safeguarding laws.

I would do my best to discuss things with you before acting.

**If you were to tell me that you are causing serious harm to yourself either in the past, present or future, I would hope we could explore this together in more detail.**

**I may break confidentiality to look at agencies that may be useful to you, but I will usually discuss this with you first.**

1. ***Data Protection Legislation, the purpose of Processing Data, and Retention of Data -***As a Counsellor in my professional capacity I am termed as a ‘Data Controller and Data Processor’ with regard to Data Protection Legislation. I follow BACP policy with matters of Data Protection. As a Counsellor I provide professional support to my clients and in turn process their data with a view to allay emotional wellbeing.

**I will keep your records for the duration of the counselling plus six further years.** After this time, I will destroy all records securely. All the records I hold are kept securely in line with the BACP Data Protection Guidelines and GDPR Legislation (General Data Protection Regulation), unauthorised viewing will be prohibited.

Your consent to me holding case notes means you understand the assessment and subsequent session notes are confidential, but you agree having explained that circumstances may arise relating to breaches of confidentiality information may need to be disclosed to third parties**.**

1. ***Practice of Counselling Support –*** In order to provide you with the best possible service from our sessions, I will be attending Supervision where I will talk about our sessions, but I will protect your identity at all times.
2. ***Cancellation of Sessions*** - If you need to cancel a session, either due to illness or unforeseen circumstances, please contact me via text on **07596 945 969**

All missed sessions and appointments cancelled with less than 24 notice will still be chargeable at the agreed session rate. If you haven't attended 2/3 sessions without hearing from you, I reserve the right to end/cancel your counselling space.

If I need to cancel due to illness or unforeseen events, I will give you as much notice as possible.

If an unplanned break were to occur due to illness or other causes, to avoid inconveniencing you and for extended breaks, I may offer to put you in touch with other Counsellors.

1. ***Ethics and Complaints –*** I am a member of the British Association for Counselling and Psychotherapy (BACP ). I follow their Ethical Framework, a set of guidelines for safe working in Counselling. This is available on the BACP Website : [www.bacp.co.uk](http://www.bacp.co.uk)

Should you have any concerns about my conduct I would hope that you would feel comfortable to bring this to my attention during our sessions for discussion, however, you are entitled to complain with the BACP.

1. ***Fees-*** There will be a charge of £45.00 for each of your sessions. This can be made by bank transfer *–* I will provide you with my bank details**. Please pay all fees no later than 24 hours of your counselling session.**
2. ***Sessions-***

Please be available for your sessions at the agreed time. Early arrivals cannot be accommodated.

Should you be under the influence of alcohol or drugs your session will not take place.

Each session is known as a ‘Counselling Hour’, which lasts for 50 minutes, and the session will finish on time.

I do not put a time limit on your therapy, however, after an initial six sessions we will discuss your progress and every six sessions thereafter. Reviews are needed to check how you feel the sessions are going and what you would like to achieve on-going.

I may feel that it is appropriate to refer you to another counsellor. (i.e., Someone who offers a different specialism). If this is the case, I will discuss it with you first before the referral is made. Ethically it is not usual practice for clients to work with more than one counselling service at a time.

1. ***Working online and confidentiality-***

Sessions may be conducted via video.

The BACP has guidance about which platforms are considered safe and confidential for video counselling. The BACP tends to refer to the USA HIPAA compliance regulations when looking at platforms suitable for video counselling.

No software platform or messaging app can be truly HIPAA compliant, because HIPAA compliance is not about software. It is about users. Software can support HIPAA compliance and incorporate all the necessary safeguards to ensure the confidentiality, integrity and availability of video counselling, but those controls can be undone by user error.

The BACP outlines the use of Zoom and ‘doxy.me’ as being the most appropriate video platforms for confidential video conferencing.

Donna I think we should check this and also refer to teams.

I recognise that some clients may not be familiar with these platforms, and it may feel uncomfortable or inconvenient when using them, therefore I am open to using other platforms such as TEAMS.

FaceTime and WhatsApp are not HIPAA compliant but are considered private because calls are protected using end to end encryption, so it would be extremely unlikely that someone outside of your session (potential hackers) could access your session.

Likewise, Google Duo also uses end to end encryption so that calls stay private and can only be seen by the participants.

FaceTime and WhatsApp calls are not recorded, and the guidance states that calls are not sent or stored.

Skype does not use end to end encryption by default. This means every message, call, and file, can be viewed by Microsoft. By default, voice, video, text and files sent between Skype users are encrypted, but only between our individual devices and Microsoft’s servers.

When using any video platform, I will ensure that I follow all ‘host in meeting’ security recommendations to protect our meetings.

1. ***Counselling – COVID 19-***

***Coronavirus Restrictions Regulations 2020 –‘services relating to mental health’*** are seen as a type of service that CAN CONTINUE OPERATING DURING A LOCKDOWN.

The regulations state that people may leave their home to obtain these services.

Industry guidelines ensure precautions are followed when face to face to practise safely as follows:

* The room is set up so ‘social distance’ of a 2 metre space between each chair.
* The room is well ventilated with the chair and door handles disinfected between each client.
* Water will be provided and a clean glass is used for each client. You may bring your own water if preferred.
* Clean sanitised face shields can be provided if required or your own may be used.
* I will not wear a face shield unless you request I do so.
* I will not be wearing a mask as it is not possible for me to do my job properly whilst doing so.
* If I, or anyone in my household exhibits any symptoms of COVID 19, I will inform you and offer you an online or telephone session.
* If you or anyone in your household is exhibiting COVID 19 symptoms, I would ask you to inform me in advance of your session so we can explore the possibility of an online or telephone session.
1. ***Contact / Communication -***

Unless it is to cancel/rearrange a session or an emergency, please do not contact me between sessions.

Should we encounter each other in the community, I will not necessarily acknowledge you, unless you do so first, to protect your anonymity.

***THIS IS A WORKING AGREEMENT AND IS ALWAYS OPEN TO DISCUSSION AND NEGOTIATION.***

***I accept these terms and give my consent to processing my data as outlined above, as well as agreeing to the data record being kept.***

***I have been informed of the purpose(s) for which records (intake form and session notes) are being made, how they will be used, how they will be stored and any limitations on confidentiality.***

***I acknowledge that I have been informed of the potential issues around confidentiality of using certain video platforms.***

| ***Signed (client/parent/Carer)*** |  |
| --- | --- |
| ***Name (Client)*** |  |
| ***Date***  |  |

| ***Signed***  | ***Date*** |
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