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Therapy Agreement Claire McCluskey

**This is my Counselling Agreement - Please Email me back stating you have read and agree to the terms of the agreement. Remote Access Therapy – This part is the agreement when working online or telephone.**

Delivering therapy via this method is suited to your needs and material being discussed and taking into consideration any differences in delivering therapy via this method. If partaking of on-line therapy or telephone counselling, please consider the agreement below. This agreement is the beginning of establishing an assessment of the suitability of online provision, identifying and managing any risk and establishing ‘ground rules’ and boundaries.

* Confidentially and its limitations are as per your signed / agreed contract.
* The session should take place in a private secure environment where there will be no interruption from other household members, children pets or mobile phones. Ideally it should not be a bedroom. Many platforms enable the use of a neutral background to block the home environment out, this is very helpful. My platform background will be my counselling room to and it will be as if you are there in the counselling room with me.
* It is very important that the session is considered in the same way as face to face session. Dress and behaviour should be as it normally is in working face to face and timekeeping punctual.
* There should be no eating in sessions or drinking other than water. Eating and drinking tea /coffee etc. can evoke a distraction and give a more social experience rather than a professional one.
* All parties need to understand the technology and have a backup plan if the technology malfunctions, e.g., move to telephone. I will ring you should internet or platform fail – to a mobile number you provide me with on initial contact.
* If you are part of a couple please ensure you can both equally share the screen or access from two separate devices.
* The session times will be clear on how I will notify you regarding the start of the session. You may have an email to login so I will give specific instructions as to how you will interact. Some platforms do not allow others to join until you are in your seat and this may be helpful. I normally use Zoom or Bilateral Base for my sessions and these are HIPAA compliant platforms.
* There should be no recordings of the session even if the platform allows this.
* The method of payment will be by BACS, or cheque paid at the end of the session.
* Cancellation policy will be 48 hours working days’ notice (not Saturday Sunday) with the exception of emergencies.
* Session notes will be kept as per face to face sessions and in line with GDPR statements as
* Appraising risk can be more challenging than working face to face and we need to have in place procedures for dealing and managing any risk issues. This will be discussed in a case by case basis.

The service offered to clients: In counselling, both the Counsellor and the Client have rights and responsibilities. It may be helpful for you to read this before we begin our session together and to clarify any concerns you may have about counselling before we start. Therapy provides you with the opportunity to present issues that are causing you concern, difficulty or distress to someone who is trained and experienced in providing psychological and relational help. I specialise in relationships, and in particular intimate relationships, regardless of sexual preference or beliefs. I also provide mental health support, workplace wellbeing therapy, Cognitive Behaviour Therapy and Trauma Focussed therapy EMDR and Brainspotting.

**Counsellor rights and responsibilities:** I am a senior accredited member of the British Association of Counselling and Psychotherapy and bound by their ethical framework. (See [www.bacp.co.uk](http://www.bacp.co.uk) for further information). I have a current Enhanced DBS. I am a member of the Association for Counselling and Therapy Online, ACTO [www.acto.org.uk/](http://www.acto.org.uk/)

**1. Confidentiality & Supervision** As your therapist I will respect you as a person and endeavour to honour your trust. I will respect your confidences and protect them from disclosure to others unless authorised by yourself or by law. (GDPR). Exceptions to confidentiality are allegations of child abuse, when a serious crime has been committed or threatened or if there is serious risk of harm to yourself or others, by court order or if I become aware of terrorist activity. If I consider that you are at imminent risk of causing serious harm to yourself or others, I may seek additional assistance on your behalf or on behalf of vulnerable others. This will normally be done with your consent unless the circumstances prevent this, in which case I will, where appropriate endeavour to inform you about what has been communicated and to whom.

You are recommended to let me know of anyone from whom you wish to receive additional support and with whom I can communicate with on a confidential basis between sessions should this be required. (E.g. safe person, other professional: social worker nurse or a doctor.)

As part of my professional development as a counsellor and in order to enhance the quality of the therapy being offered to you I may discuss my work with my therapeutic supervisor. I attend regular sessions with an experienced and qualified supervisor. Should I discuss your case, in order to safeguard confidentiality and protect your anonymity, I will not disclose your name or any possible identifiable details. Before considering breaching confidentiality, I will consult with my counselling supervisor. Your name and contact information will be shared with my therapeutic executor this is so you could be contacted in the event of my death if you are in current counselling with me.

**2. Records** As an aide memoire, I will keep brief confidential notes of our counselling sessions. Your notes will be locked in a filing cabinet at my premises, to which only I have a key. In accordance with the timescale for storage of records as recommended by my professional body: The British Association of Counselling and Psychotherapy (BACP) notes and records pertaining to your case will be retained for up to seven years. See privacy statement for more detail. For information see Ethical Framework for Good Practice in Counselling and Psychotherapy: <https://www.bacp.co.uk/events-and-resources/ethics-and-standards/ethical-framework-for-the-counselling-professions/>. In line with General Data Processing Regulation GDPR I am a data controller and processor under the Data Protection Act 1988. After seven years all notes and records retained concerning your case will be destroyed by shredding. Records may be “weeded” out periodically to remove information that no longer serves a therapeutic purpose and does not form part of the brief factual work that we do together (e.g. flip chart work we may do in sessions).

**Access to your notes and records**. You have a right to access information held about you in line with the Data Protection Act 1988 and GDPR 2016. For more information. I am registered with the information Commissioners Office [www.ico.org.uk](http://www.ico.org.uk) <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/individual-rights/right-to-be-informed/>

**3. Assessment:** At the end of the first session, we will discuss what is likely to most helpful to you and how you want to proceed. Sessions are arranged by appointment, last 1 hour to 90 minutes depending on the type of therapy and , and cost varies with delivery - whether individual or couples, duration whether 60 or 90 minutes and with therapy specialism. If I consider some other form of counselling may be more beneficial to you I will recommend that type of therapy and will try to assist you in obtaining it. We may agree a number of sessions for ongoing work and the pace for this work, normally weekly on a protected time and day that is mutually suitable. As this initial contract draws to a close we review the work to date and either re-contract or work to a close of counselling together. The counsellor is responsible for the process of counselling.

**Your responsibilities as client you are responsible for your own thoughts, feelings, actions, and for your own personal growth. You, as client, are responsible for the content of the work.** Your counsellor is here to help you to help yourself, to the best of your abilities. Your responsibilities:

* To be open, honest and willing to share your concerns with your counsellor.
* To ask questions when you don’t understand or when you need clarification.
* To report changes or unexpected events with your counsellor as related to your problem.
* To keep appointments or to give at least 48 hours advance notice when you need to cancel or reschedule an appointment and to pay the agreed fees to the counsellor. I reserve the right to charge a late cancellation fee with less than 48 hours’ notice or a non-attendance for a session.
* Should you arrive late for a session, or decide to end a session before the scheduled time my standard fee remains applicable. If you arrive late for a session, I will not be able to extend the session beyond the allocated time.
* To communicate any changes in circumstances that might impact on your therapy.

**Complaints Procedure - My aim is to provide you with the highest quality of counselling service which includes a safe and competent practice. I am here to help you to help yourself to the best of my ability. If you have any concerns about the counselling and feel unable to resolve them directly with me or my supervisor, I will facilitate you to make a complaint to the BACP.**

**Signed:**

**Please Print Name CLAIRE MCCLUSKEY**

 **Claire McCluskey**

**Client: Counsellor Date**

**Data Protection – GDPR Consent for my gathering and holding your data**

**Please sign**

I (insert name) Give my consent/ agree for Claire McCluskey to use my data as explained in the Data Protection and GDPR privacy notice - (Please tick those that apply).

I agree Claire McCluskey can-

* Hold contact information and details for the purpose of contacting me as needed to arrange or reschedule sessions
* Record session notes for the purposes of counselling delivery
* Hold data for as long as necessary for counselling clinical need.
* Contact me by email (for the duration of our counselling)
* Contact me by phone while our counselling is ongoing (for the purposes of appointment scheduling)
* Can send me links for self-help materials by email

(Please tick which apply)

**Signed Date**

**(Please print name)**

If I want to discuss my withdrawal of consent for Claire McCluskey to hold information on me I will contact by (insert)

**Sign Date**

**Download Data Protection Policy**

**GDPR Data Protection (Privacy Statement and Information)**

**GDPR is Data protection by design and by default. Privacy and data protection compliance have always been a high priority now GDPR makes it a legal requirement.**

The General Data Protection Regulation is an EU legislation 2016 affecting Data Protection and how we collect store and use it – providing us with a framework. It is similar to but enhances the Data Protection Act 1998 and changes the focus to enhance your rights-taking account of advances in technology and storage devices etc. GDPR states data should be processed fairly and lawfully obtained for lawful purpose adequate and not excessive, accurate and retained for no longer than necessary. Data should be processed in accordance with the rights of the data subject and secured against breaches loss or destruction. It won’t be transferred outside the jurisdiction (Europe).