



## **COUNSELLING ROOMS AGREEMENT TO COUNSELLING**

### **1. Confidentiality**

As your counsellor/psychotherapist/behaviour analyst/ consultant, I will not pass on information to anyone outside of this room without your consent unless:

- i. Where I am compelled to do so by a civil or criminal court.
- ii. There is a risk of serious harm to you or to anyone else
- iii. if you tell me details (e.g. names, times, places) about illegal activity

In each case I may have to contact a relevant support agency such as your GP or social services. If this becomes necessary, where possible the therapist will discuss with you first, but may proceed without consent if necessary. It is important to reiterate that when using an online presence this information is maybe more accessible if information is subpoenaed by a court

When using remote therapy, the therapist must be aware of who is contracted to the ISP or phone being used. If the client is sharing information that is conceived to be related to risk, and the connection is broken, the therapist may pass on the information regard where the remote location is, who is contracted with the ISP or phone and the nature of the risk to the appropriate services i.e. Gp and social services

It is important to reiterate that when we are using remote therapy all face to face conditions to limitations of confidentiality also apply

When using remote therapy, we both agree to use a medium that has some level of encryption on both ends that provides safety and security which is through either telephone, a secure and safe online conference-based platform in the following order of priority e.g. zoom <https://zoom.us/> , <https://doxy.me/>,

Both of us agree NOT to communicate the content of the session to an online third party, which includes recording the session, putting anything we do together on a blog or on social media. Please view any social media policy under the privacy policy for specifics around this.



Regards online/remote disinhibition effect, the therapist will remind the client that all communications between the therapist and client is subject to these conditions around confidentiality just as they would be in a face to face experience within a therapy room.

Regards remote therapy provided through phones, we can explore how to ensure there is anonymised mobile phone records of the number being called , for clients that may require this additional level of security , however it is the responsibility of the client to make this known to the therapist so that they can address this request, unless it is already evident from the initial contact with the therapist.

## **2. Supervision**

Supervision is conducted in accordance with the BACP guidelines for supervised client-work which is inclusive of remote expertise when appropriate.

## **3. Records**

I keep electronic records of your contact details as well as assessment and brief therapy aide-memoirs on a secure digital system as well as an iCloud system both of which are compliant to the new GDPR guidelines 2018. These are maintained in a confidential and secure manner and are only accessible by myself as Data Controller who is registered with the ICO.

### **3.1 Please Choose only one of the following 3.1A, 3.1B, 3.1C and indicate which you agree to in the email**

**3.1A** The purpose of holding this information is to be able to carry out therapy as well as to learn from such therapy to continue to develop and enhance the counselling/psychotherapeutic/supervisory/consultation practices of the therapist. This information may also be used to complete research on specific practices that further promote the development of counselling/psychotherapeutic/supervisory/consultation practices within the field of what is being addressed in therapy. All data would be anonymised, and no identifying information would be presented within any research presented using this data. The reason for this is under archiving, research and statistical purposes under article 9 within the GDPR 2018.



**3.1B** If the client does not give consent to have this information applied within research but consent to data being held during therapy, then this data will be destroyed within 7 years. Where any of the clients are under 18 years of age, this 7 years will begin post clients 18<sup>th</sup> year. This is so that the data can be used to consult with if any matters of complaint or litigation arise. The reason for this is under Legal Matters under article 9 within the GDPR 2018.

**3.1C** If the client does not consent for any assessment details, aide-memoirs, and/or contact data to be kept it is the therapist right to determine if therapy can be completed without contact details, assessment and aide-memoirs for consultation throughout this process, or for compliant and litigation processes and the therapist will inform the client if this prevents therapy to continue.

A. Please INDICATE which you have chosen (3.1A, 3.1B OR 3.1C) and sign here if you agree to this use of data \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_\_

**3.2** At the end of the agreed retention period, the information will be reviewed and deleted unless there is some special reason for keeping it. If this is the case, a record of the reasons for keeping the information will be kept and an attempt will be made to let the individual know why. If you prefer no further contact as per this agreement **Please complete 3.2 in Full**

Please sign here \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_\_

The client reserves the right to make any changes to how data is kept and can request any such changes where the therapist will comply to such requests in accordance to how data is stored under Legitimate Interest Article 6 and Legal Matters Article 9 in compliance with GDPR 2018. Further information regards these article and terms are disclosed within the General Terms & Conditions at [www.counsellingrooms.co.uk](http://www.counsellingrooms.co.uk) and [www.thespacebetweenus.co.uk](http://www.thespacebetweenus.co.uk)

If consent is withdrawn, I as data controller will take the necessary steps to assess, and if appropriate to delete and erase any personal information that is specific to the client. This includes names, addresses, contact details but also includes IP addresses, acronyms etc.



Data security will also be maintained by adopting and frequently changing 'hard to guess' passwords, and by minimising the use of personal smartphones, laptops and tablets for work purposes. Basic data security will involve using passwords and encryption to protect any sensitive client material sent as email attachments.

Any data breaches of data that the therapist is aware of, which may be a risk to the client's rights of freedoms and will be reported to appropriate authorities inclusive of the ICO within 72 hours of any known breach to the data protection officer.

You can ask to read your session records at any time.

Parent(s)/guardians of children under 12 years may ask to see a printout of their child's record; I will always discuss this separately with your child.

Requests to read a file should be put in writing to myself and will be responded to within 30 days, and an appointment can be arranged to facilitate this transfer of data. Any transfer of data outside of an appointment will not incur any fee in compliance with the GDPR 2018 other than expenses in forwarding the data in a safe and secure method. This 30-day period may be extended in exceptional circumstances only.

#### **4. Complaints**

If you are not happy with your therapy, it is your right to make a complaint. It is first advisable to discuss any concerns with the therapist so that he/she can address any concerns that have arisen. If your complaint needs further attention, it will be referred to arbitration via BACP. I aim to resolve any complaints as quickly as possible and respond to any complaints at least within 30 days of you making a complaint.

#### **5. Cancellations**

**5a.** Your appointment time is kept for you.

If you are unable to attend a session, please contact me as soon as possible via phone. Cancellations by the client (client and parent/guardian for u18) with less than 48 hours' will be subject to a fee; and non-attendances will be charged at full cost. The client (parent/guardian for clients U18) will be legally responsible for such costs and will require to make payment before further services can be offered. Each case will be looked at individually.



**5b.** For sessions offered under an insurance policy, it is the responsibility of the insurance policy holder (for U18 this will be parent/guardian of the u18) for cancelled appointments with less than 48 hours' notice/non-attendances. The cost of these cancelled or non-attended appointments will be subject to costs as stated above in **subsection 5a**. Insurance Policy Companies are not responsible for this payment.

**5c.** If a third party other than an insurance company is involved, the third party will be legally responsible for such costs as stated above in **subsection 5a** and full payment will be required before further services can be offered. Each case will be looked at individually.

**5d.** If the client is using a remote service rather than a face to face service, all the same cancellation policies apply,

**5e.** If the therapist requires to cancel for unforeseen circumstances, he will contact the client when possible to inform them of this and how to reschedule a further appointment.

## **6. Safety**

The counsellor/psychotherapy reserves the right to see clients:

If it is assessed that the client is under the influence of a substance.

If it is assessed that the client is unable to engage in therapy safely. Please see any addendum parts to the contract for specific safety concerns.

If the therapist is unable to provide a face to face therapy for reasons around safety, the client will be offered remote real time sessions, in accordance with BACP guidelines and competencies, where the client has the option of making use of that service or suspending therapy until the therapist is in a place to provide face to face therapy sessions that has been deemed safe in the interest of self-care for all.

During remote therapy, boundaries are required around what is good practice to ensure the therapeutic space remains free from interruption, which will be discussed. These are explored under the section attending as maintaining boundaries within an unbounded space

During remote therapy, if it is deemed the client is unable to engage in this service in a safe manner or follow what is discussed as good boundaries, the



therapist may agree to end the remote connection and reschedule when the client is in a better place to adhere to good practice boundaries.

The therapist is unable to provide an emergency service for clients. If you find yourself in a major crisis and were considering serious self-harm it would be vital to get immediate help. This could include contacting your GP or going to your nearest accident and emergency department (A & E). You could also call the Samaritans on 08457 909090 or visit their website [www.samaritans.org](http://www.samaritans.org)

## **7. Payment via the client direct.**

**7.1** Payment for the initial assessment is £90 for up to 1.5-hour assessment pro rata with a minimum of £60. **For remote therapy this must be paid in advance 48 hours prior to the assessment meeting.** Payment for subsequent therapy will be between £60-£85 per sessional hour (50 minutes) depending on the type of therapy required and the expenses this entails, which will be discussed within the initial meeting. Payment via card is currently not available but is being reviewed. **Payment via PayPal or bank transfer must be made and lodged within the account 48 hours prior to the appointment. The therapist reserves the right to be specific about which specific method of payment transfer is required at the time however will work with each individual so that they have access to such payment methods.** Therapy may be on hold until such methods are put in place. It is the responsibility of the client or parent/carer of the client to provide confirmation when payment has been sent. Payment by third parties must include a written agreement between all parties where third parties have agreed to be responsible for payment as detailed in section 5 & 8 and the following subsections, and also must be lodged 48 hours before the appointment takes place with confirmation of payment forward to therapist of such payment.

The client may wish to pay in advance for subsequent sessions if this is easier, however it is their responsibility to keep track of payment. This should be made clear to the therapist if they wish to avail of this. Where the client has paid for a number of sessions in advance and then cancel, these can be rescheduled in accordance with the cancellation policy.

**7.2** Any payment outstanding in accordance to paragraph 7.1, where the therapist has to make contact to the client requesting payment will be subject to a fee on each occasion of £1 per minute pro rata with a minimum of £10 and a maximum of £50 per contact.



**7.3** The therapist reserves the right to cancel further sessions where payment has not been received and follow proceedings to further secure any outstanding payments. For payments not received, this will be seen as a cancellation and will be subject to that part of the agreement

**7.4** The therapist reserves the right to increase the price of sessions in relation to additional expenses, rise in inflation and costs, and other additional costs that may be out of their control. This will be discussed with each client before this would take place. Any request of change to how service is provided may also impact the cost of therapy which will be discussed with the client at the time.

**8. For Insurance Policy payments an additional agreement must be completed and this can be reviewed in the first session, however the insurance company will not be able to pay for that initial session**

**8a** All Insurance policy holders will be responsible for all correspondence to insurance companies with regards necessary information for billing. In situations where the therapist must contact insurance policy companies for relevant billing information that has not been provided by the insurance policy holder, the insurance policy holder will be subject to a fee pro rata on time spent acquiring this information.

Without a legitimate authorisation code from the insurance company, there is no contract with the insurance company and all payments as laid out in section 7 and all its subsections is liable by the client.

**8b.**The Counsellor/Psychotherapist reserves the right to accept Insurance Company Providers who are unable to provide the full fee associated with the costs of the requested service by the client. This will be discussed with the client at the time, where the client will have the option to continue therapy at their own cost or find another therapist.

**8c** the client must already have prior permission from the insurance provider to have access to remote therapy via insurance and confirmation of this is required before sessions provided by an insurance company can be initiated, otherwise the client is responsible for any remote therapy and will require to follow the guidance in payment under subsection 7.5



## 9. Attendance

You are agreeing to attend therapy on a regular basis either weekly/biweekly in accordance with the cancellation policy. Therapy will consist of an initial assessment developing agreed goals from assessment. The goals will be respectful of the time allocated if wishing to agree a specific number of sessions. A review session will be arranged approximately on the 5-8th session to determine if you would like to further engage in therapy. If you no longer wish to attend therapy, you should inform the therapist via phone at least 48 hours prior to the session.

### Remote therapy attendance

It is up to the client/parent/caregiver to ensure that the remote platform in their side used for remote therapy is accessible at the scheduled appointment and can make connection that is sufficient to provide this service.

Regards unforeseen technical difficulties during remote therapy the following agreed protocol is arranged so that clients have a clear pathway to follow in these circumstances.

- Arrange to use a remote platform with a hierarchy of other 2 remote platforms to use e.g. zoom and doxy.me
- If there is a disconnection/interruption, then the therapist will make the attempt to reconnect using the same platform as agreed. A maximum of five minutes will be used for this
- If unable to reconnect to that initial platform or if there are connection issues, then the next prioritised platform will be attempted again with a maximum of 5 minutes used for this.
- If these do not work, then an attempt to contact the client via phone/SMS text will be used to either continue with the service or agree to reschedule another appointment

If the individual is unable to agree to these protocols, then an initial meeting should be arranged as part of the assessment to discuss how these can be bespoke to each individual.

Regards maintaining boundaries within an unbounded space we will agree to the following:

We also try and maintain the therapeutic space. This will involve



- setting up a space where both therapist and client can be without interruptions.
- exploring how safe the individual client feels during this remote session and attempt to do some resourcing and reassurance when in this space.
- setting up a space where both the client and therapist can see each other if using video conferencing software as an online remote platform. This may require a parent/caregiver/adult to set this up when we are working with children or vulnerable adults.
- wearing appropriate clothes, the same as what we would wear when attending face to face therapy sessions.
- not eating during remote sessions unless otherwise agreed.
- not having multiple windows open while engaging in remote therapy online.
- Not taking phone calls during the session unless they are emergencies.
- Refrain from recording any aspect of the session as this is explicitly prohibited and would result in a breach of contract and termination of services.

We can recontract for more bespoke needs for individuals during the sessions when we need to adjust under addendums,

## **10. Addendums**

Please see any addendum parts to the contract for additional legal responsibility of those within this agreement.

## **11. Contact**

You may contact the therapist via email or by leaving a message on a mobile phone. On each case the therapist will get back to you at my earliest convenience. **At no times will clients be seen outside of agreed appointments**

If another family member contacts the therapist, the therapist may not always be able to respond or acknowledge that contact due to confidentiality reasons as detailed in section 1. If the family member is contacting the therapist due to concerns around risk, risk can only be assessed by the therapist and therefore



an appointment is needed to be arranged and will require the client to attend a session either face to face or in real time remote therapy for that risk assessment to take place. If this is not possible the family member should contact the GP as the primary care physician to make this assessment if the therapist is unable to establish a real time session with client to make that assessment.

Email: [raymidoyle@gmail.com](mailto:raymidoyle@gmail.com)

Phone: 07827922725

### GP details / Name of Practice

**Please complete in Full** by submitting this information through an encrypted email or signing the document and scanning/ photographing it via an attachment through the encrypted email

GP Name/ and Name of Practice \_\_\_\_\_

\_\_\_\_\_



\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Contact person and number in case of emergency

**Please complete in Full** by submitting this information through an encrypted email or signing the document and scanning/ photographing it via an attachment through the encrypted email

\_\_\_\_\_



**By either physically or Electronically signing this agreement, I agree to have read and understood it, and all of the conditions that are laid out, and have had all of my questions regards this agreement answered to complete satisfaction.**

**Please complete in Full** by submitting this information through an encrypted email or signing the document and scanning/ photographing it via an attachment through the encrypted email

Signed (client):

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Signed (parent/guardian person with parental responsibility):

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Address: \_\_\_\_\_

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Phone Number \_\_\_\_\_ Mob: \_\_\_\_\_

D.O.B of Client \_\_\_/\_\_\_/\_\_\_



If Signing this document electronically, please send an email completing all the information requested and also complete the following process for the electronic signature

If signing electronically, please follow these instructions:

1. Scroll down until you see “View & Sign Document” in a yellow box with Black writing
2. Review the Instructions as a guide
3. Review the agreement in its full. If you have questions, please contact me prior to signing via email or phone.
4. Click the red box that says “FINISH” in white writing where you will be taken to a document signature page
5. Type in your name and title or draw your name in the “AutoSignature” box and click the red box that says “click to sign” in white writing
6. You may now leave this webpage as it is now complete