

Practice Guideline 2 – The Client and Therapist Agreement for Therapy

Introduction

Before embarking on therapy, a clear and written agreement between the therapist and the client should be in place. A written agreement is mandatory, rather than a verbal one, the details of which may be misunderstood or forgotten. This establishes the rights and responsibilities of both the therapist and client and should be a mutually agreed document. It should be subject to review if appropriate. The agreement should be explained to the client, to ensure they are giving informed consent and signed and dated by both parties. The client should be given a signed copy for their records.

What do we mean by Informed Consent?

“Informed consent is the process by which the treating health care provider discloses appropriate information to a competent patient so that the patient may make a voluntary choice to accept or refuse treatment”. (Appelbaum, 2007)¹

To give informed consent, the client must have adequate reasoning faculties and have an understanding of the facts as presented. Any cognitive impairment may prevent informed consent eg intellectual disability, severe mental illness, intoxication or dementia.

Therapists need to ensure that clients have given informed consent before embarking on the process of therapy. Clients need to be aware of the potential risks as well as the potential benefits, and that there can be no guarantee of outcome.

It should be noted that ‘Informed Consent’ is not necessarily the same as ‘consent’ for the purposes of Data Protection (see further below).

Elements to include in the agreement – These are not exhaustive and the inclusions will vary from practice to practice.

1. Professional Standards

- 1.1 Signposting to the Code of Ethics and Practice for General and Accredited Members and the Conduct Procedure. All of which can be found on the website www.cosrt.org.uk.
- 1.2 Information about the use of clinical supervision.

2. Payment of fees

- 2.1 Fees should be agreed at the initial meeting, together with methods of payment and liabilities for cancellations.
- 2.2 The financial agreement should be clear and the giving of favours or substantial gifts on either side should be avoided.

3. Contact outside of sessions

- 3.1 The boundaries to the use of email and mobile phones should be specified. It is recommended that a separate professional phone be used. Where contact outside agreed sessions occurs this should be planned for.
- 3.2 It is advisable to discuss the use of social media because if this boundary is not clearly explained, refusal to interact or accept an invitation to join a group may cause offence.
- 3.3 You should explain how you will handle face-to-face contact outside the sessions should this occur. It is recommended that unless the client acknowledges you, you would respect their privacy and not acknowledge them.

4. Limits to Confidentiality

- 4.1 The personal, legal and practical limits of confidentiality need to be discussed and clarified. In making an agreement the Client should be informed of circumstances in which there could be potential breaches in confidentiality. (See COSRT Practice Guideline 5: Confidentiality).
- 4.2 The Client should also be advised of the circumstances in which their personal data may be shared, either with other professionals (including in a supervision context), payment platforms or as a result of legal requirements such as safeguarding.

5. Additional signed Consent

- 5.1 Signed consent to consult other professionals can be obtained within the agreement if appropriate; this may be especially appropriate if the client is at risk or you are working in conjunction with other professionals.
- 5.2 Consent would also be required for any potential preparation of case studies including what happens to any personal data.
- 5.3 Consent would be required for any potential taping including what how any transcriptions are used, who owns and holds any tapes and the protocol for destroying transcriptions and tapes etc.
- 5.4 Consent for using explicit sexual images as part of the therapy.
- 5.5 Explicit consent to any sharing of personal data (including supervision and case studies), contacting by e-mail and contacting with details of other services.

6. Record Keeping

- 6.1 All therapists should be registered with the Information Commissioner and this should be confirmed to the client with their register number. Data handling and rights of access to held data should be explained clearly in accordance with the Data Protection Act 2018. There should be a clear explanation as to how the client can make a subject access request. No fees may be charged and responses must be made to a request within a month of receiving the written request. The identity of the person requesting the data should be verified.
- 6.2 Therapists should also make clear to clients what the procedure is for making a complaint and the fact that they can complain to the Information Commissioner in relation to any unlawful processing of their personal data.
- 6.3 The therapist must make it clear that when a couple is the client, these notes remain the confidential material of the couple relationship and one person cannot request access for a third party.
- 6.4 Records should be kept for seven years before being appropriately archived, deleted or anonymised. Clients should be made aware that some data may be kept for longer periods if considered necessary for defending a potential future claim, for example, or if there are any implications for safeguarding.

7. Safeguarding

- 7.1 Clarify the likely consequences if a client brings pets or children to the session where this is not part of the work.
- 7.2 Clarify the likely consequences if a client arrives under the influence of drugs or alcohol.
- 7.3 Members are entitled to be treated with due consideration and respect. The Members has a right to terminate therapy if the client poses a perceived threat to the Members physical or psychological wellbeing.
- 7.4 There should be a clear protocol for how conflict of interest or dual relationships will be managed should this arise once therapy is in progress.
- 7.5 An out of hours contact should be signposted to if the service is not a crisis intervention service and it is felt appropriate.

8. Use of electronic means for providing therapy

If you are using electronic means to deliver therapy you will need to consider other the following points:

- 8.1 Clients should be advised that security and call quality cannot be guaranteed.
- 8.2 Privacy should be maintained by client and therapist in a confidential space where neither can be overheard.
- 8.3 Personal data should be processed lawfully and held securely.

- 8.4 Explain what security checks will be in place to ensure you are speaking to the client.
- 8.5 Clarify that therapy is legally subject to English law.
- 8.6 Ensure that no data is transferred outside the EEA without adequate safeguards (see COSRT Data Protection Policy).

9. Ending Therapy

- 9.1 A plan for therapy should be in place which considers the length of the therapy agreement and when this might be brought to a planned ending. This can be subject to ongoing review.
- 9.2 Eventualities where therapy might be inappropriate and brought to an end need to be outlined.
- 9.3 Arrangements for ending therapy also should be clearly detailed.
- 9.4 In the event of sudden incapacity, professional executors will take responsibility for the clients and in such case identity would be disclosed, but Executors are bound by the same professional rules of confidentiality.

¹ Appelbaum PS. Assessment of patient's competence to consent to treatment. *New England Journal of Medicine*. 2007; 357: 1834-1840.