

SERVICE USER AGREEMENTS

COSRT MEMBER POLICY

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OVERVIEW

COSRT Members carrying out private practice are required to have written Service User Agreements with each person accessing their services. The agreement must be agreed before therapy begins.

The agreement establishes the rights and responsibilities of both the therapist and service user and should be a mutually agreed document. It should be subject to review if appropriate. The agreement should be explained to the service user, to ensure they are giving informed consent and signed and dated by both parties.

The Service User should be given a signed copy for their records.

ENSURING INFORMED CONSENT

Anyone signing an agreement must do so based on informed consent. To give informed consent, the service user must have adequate reasoning faculties and understand the facts as presented.

Any cognitive impairment may prevent informed consent, for example, neuro-diversity, intellectual impairment, severe mental illness, intoxication or dementia.

Therapists need to ensure that service users have given informed consent before embarking on the process of therapy. Service Users 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.

CONTENTS OF AGREEMENTS

The full contents of Service User Agreements may vary according to situation and need. The following details must be included though.

KEY THERAPY DETAILS

- Full details of Service User. Where therapy is for more than one person at the same time, this must include all parties.
- Start date for therapy.
- End date for therapy if proposed or known.
- Length of sessions.
- Fees for each session.
- Method, frequency and terms of payments.
- Cancellation and refund terms.

PROFESSIONAL STANDARDS

- Full details of COSRT membership including membership number.
- Signpost to COSRT Code of Ethics and Conduct Procedure.

CONFIDENTIALITY

- The personal, legal and practical limits of confidentiality.
- When therapy is for more than one person, clarity on what confidentiality rules will be in place covering, for example, boundaries between individual and joint sessions.
- Circumstances in which there could be potential breaches in confidentiality.
- Circumstances in which their personal data may be shared.

RECORD KEEPING

- Details of Information Commissioner's Office registration.
- Clarity on relevant data legislation and guidance on how to make a Subject Access Request.
- Length of time data will be held.

ENDING THERAPY

- Details of Professional Executor.
- Arrangements for ending therapeutic relationship.

SAFEGUARDING

- Details of contact for Service User in crisis.
- Requirements around drugs, alcohol and personal conduct.
- Details of safeguarding protocols and reporting processes.

Depending on the specific needs and situations, additional elements may be advisable or required, including:

CONTACT

- Boundaries to the use of text, email, phonecalls and social media.

ADDITIONAL SIGNED CONSENT

- Signed consent to consult other professionals.
- Preparation of case studies including what happens to any personal data.
- Taping and use of transcripts.
- Using explicit sexual images.
- Sharing of personal data (including supervision and case studies).

ONLINE THERAPY

- Details on security and call quality.
- Expectations on use of confidential space.
- Security checks to ensure identity of Service User.



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