

Agreement between therapist and service user

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Introduction

Before embarking on therapy, a clear and written agreement between the therapist and the service user 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 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.

What is 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 service user must have adequate reasoning faculties and understand the facts as presented. Any cognitive impairment may prevent informed consent e.g., 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.

Elements to include in the agreement.

These are not exhaustive, and the inclusions will vary from practice to practice.

Professional Standards

- Signposting to the COSRT Code of Ethics and the Conduct Procedure including how to raise a complaint. All of which can be found on the website www.cosrt.org.uk.
- Information about the use of clinical supervision and professional executor

Payment of fees

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

Contact outside sessions.

- The boundaries to the use of text, 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.
- 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.
- You should explain how you will handle face-to-face contact outside the sessions should this occur. It is recommended that unless the service user acknowledges you, you would respect their privacy and not acknowledge them.

Limits of Confidentiality

- The personal, legal and practical limits of confidentiality need to be discussed and clarified.
- In making an agreement the Service user should be informed of circumstances in which there could be potential breaches in confidentiality. (See COSRT Confidentiality guidance).
- The Service user 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.

Additional signed Consent

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

Record Keeping

- All therapists should be registered with the Information Commissioner, and this should be confirmed to the service user 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 and GDPR law. There should be a clear explanation as to how the service user 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.
- Therapists should also make clear to service users 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.
- The therapist must make it clear that when a couple is the service user, these notes remain the confidential material of the couple relationship and one person cannot request access for a third party.
- Records should be kept for seven years before being appropriately archived, deleted or anonymised. Service users 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.

Please also consult the document “Guidance for COSRT Members on preparing a privacy statement”.

Safeguarding

- Clarify the likely consequences if a service user brings pets or children to the session where this is not part of the work.
- Clarify the likely consequences if a service user arrives under the influence of drugs or alcohol.
- Members are entitled to be treated with due consideration and respect. The Members has a right to terminate therapy if the service user poses a perceived threat to the Members physical or psychological wellbeing.
- 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.
- An out of hours contact should be signposted to if the service is not a crisis intervention service and it is felt appropriate.

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:
- Service users should be advised that security and call quality cannot be guaranteed.
- Privacy should be maintained by service user and therapist in a confidential space where neither can be overheard.

- Personal data should be processed lawfully and held securely.
- Explain what security checks will be in place to ensure you are speaking to the service user.
- Clarify that therapy is legally subject to English law.
- Ensure that no data is transferred outside the EEA without adequate safeguards.
- Consult the document “Providing Therapy and Services Online” guidance,

Ending Therapy

- 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.
- Eventualities where therapy might be inappropriate and ended need to be outlined.
- Arrangements for ending therapy also should be clearly detailed.
- In the event of sudden incapacity, professional executors will take responsibility for the service users 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