

Making the contract in the counselling professions

Good Practice in Action 055
Fact Sheet

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Contents

Context	4
Using the Fact Sheet resources	4
1 Introduction	5
2 Structure	6
3 The Business Contract	6
4 The Therapeutic or Process Contract	9
Summary	9
References	10
Acknowledgements	10

Context

This resource is one of a suite prepared by BACP to enable members to engage with BACP's *Ethical Framework for the Counselling Professions* in respect of making the contract in the counselling professions.

Purpose

The purpose of this resource is to enable members to consider what may be important when they make the therapeutic agreement with their clients, or supervisees.

Using Fact Sheet resources

BACP is developing the *Good Practice in Action* resources, which are a series of resources that are free to BACP members to download. It is hoped these will support good practice in the counselling related professions. They are all reviewed both by member-led focus groups and experts in the field and are based on current research and evidence.

BACP members have a contractual commitment to work in accordance with the current *Ethical Framework for the Counselling Professions*. The Good Practice in Action resources are not contractually binding on members but are intended to support practitioners by providing general information on principles and policy applicable at the time of publication, in the context of the core ethical principles, values and personal moral qualities of BACP.

Specific issues in practice will vary depending on clients, particular models of working, the context of the work and the kind of therapeutic intervention provided. As specific issues arising from work with clients are often complex, BACP always recommends that you discuss practice dilemmas with a supervisor and/or consult with a suitably qualified and experienced legal or other relevant practitioner.

In these resources, the word 'therapist' is used to mean specifically counsellors and psychotherapists and 'therapy' to mean specifically counselling and psychotherapy.

The terms 'practitioner' and 'counselling related services' are used generically in a wider sense, to include the practice of counselling, psychotherapy, coaching and pastoral care.

1 Introduction

The *Ethical Framework for the Counselling Professions* commits members to show respect by 'agreeing with clients on how we will work together' (Commitments 3c), 'communicating clearly what clients have a right to expect from us' and 'any benefits, costs and commitments that clients may reasonably expect' (Commitments 4a and b). Under the General Data Protection Regulation (GDPR) you will also need to agree with your clients what kind of information and records you will keep in respect of your work together, who else may have access to the records, and for how long these records will be kept. See GPiA 105 Legal Resource: *General Data Protection Regulation (GDPR)* and also the Information Commissioner's website at:

<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/> for more information about data protection.

How you make this agreement with clients about your work together needs careful thought and you may find it useful to consider the following points before you start:

- What kind of document would be most helpful in explaining terms and conditions in a way that is helpful in explaining how we will work together?
- Am I expecting the client to sign and agree to the terms of any contract? (This would be best practice)
- Will the same kind of document be appropriate for everyone I work with? (for example, working face to- face or online; with therapy clients or supervisees). The *Ethical Framework for the Counselling Professions* commits members to respecting 'our clients as people by providing services that:
 - endeavour to demonstrate equality, value diversity and ensure inclusion for all clients
 - avoid unfairly discriminating against clients or colleagues' (Good Practice, point 22a-b)
 - If a document is not appropriate to particular clients, perhaps because of dyslexia, literacy or other cultural or physical factors, how will you establish what is agreed between you?
 - How will you gain the necessary consent to keep records, in accordance with data protection requirements (see www.ico.org.uk)?

- Would an audio video recording of information about the service being offered and/or what has been agreed between you be appropriate? Alternatively, would a detailed note in the records of what has been agreed made as close to the time of agreements be acceptable – possibly verified by the client’s signature or initials
- Consider the most appropriate form of language. Would it be better to use formal language, for example as in a contract of employment that is signed by both parties; or would a ‘chatty’, less formal style, be more appropriate.

2 Structure

The agreement between the client and the practitioner usually deals with two distinct areas. The first area is the business side; for example, the minimum and maximum number of sessions offered; the level of charges and how and when these should be paid, what records are kept, who will have access to them, and any limits to confidentiality.

The second area is the process, or therapeutic part of the agreement: that is, a mutual understanding of the client’s reasons for coming to therapy, and what type of help they can expect from you.

Together, both parts of the agreement help to ensure that the client will be able to give an informed consent to the process, and you will learn about what may be helpful, or unhelpful for the client.

3 The Business Contract

This would usually include details about:

3.1 – Any other organisation (for example an agency) that may also be involved in work with each client. See also 3.9.

3.2 – Your qualifications, affiliations or accreditations to a professional body and details of public/professional insurance that covers your work.

3.3 – The times when you are available, whether the number of sessions is fixed, or open-ended, whether clients must come at a certain day or time, or whether each appointment can be negotiated. It is also good practice to advise as soon as possible about any foreseeable holiday or breaks to sessions (for example bank holidays).

3.4 – Details of fees, if any, and how and when these should be paid. As examples some therapists prefer to invoice clients each month, whilst others ask for payment in advance of sessions. What matters is that the client is clear about what is expected of them. When working online, direct transfer offers an easy option.

3.5 – What out-of-session contact is allowable? Best practice is, where possible, to limit this to quick communications about changing times of sessions. Be clear about availability and don't respond to messages sent outside of working hours until an appropriate time.

Where out-of-session contact is allowed, be clear about the limits of that contact, and be clear about how you will make sure that text, e-mail or phone conversations remain confidential. Decide in advance whether or not there will be an additional charge.

3.6 – What will happen if the client does not attend a particular session, or misses more than one session?

Most therapists, as well as other healthcare practitioners, have some kind of understanding about what happens if clients do not attend. Some GP practices, for example, run a system whereby a client who does not attend for two consecutive sessions (with or without a reason) is automatically taken off the list and would then have to begin the process over again. Other practitioners choose to be more flexible. Clarify whether missed or cancelled sessions will be charged for.

Best practice is to have a rule that all clients are aware of and that you are happy with; bearing in mind any cost implications as well as organisational policies. For example, payment for a counselling room, or if a referring agency has specific policies on payment for missing sessions. If deciding not to charge for missed sessions, make sure that this is a decision you are happy with, as otherwise dissatisfaction is likely to seep into the work with the client. This is in line with the principles set out in the *Ethical Framework*, specifically that of 'justice' (making sure that all clients are treated in the same manner) and 'self-respect' (making sure that your decisions pay sufficient care to your own needs).

3.7 – What are the arrangements if the practitioner is unexpectedly prevented from providing a session due to illness or other issues? What are the arrangements for practitioners taking holidays or other times when they may not be available to see clients?

3.8 – Whether sessions are open-ended or have a maximum number. For example, if working for an Employment Assistance Provider or GP surgery the number of sessions available may well be limited.

3.9 – What are the limits to confidentiality? This is paramount. Be clear about who is in the circle of confidentiality including considering any other professionals who may need to be involved for example in respect of safeguarding issues. Don't forget to include supervision as a place where client information may be discussed. Be clear about your own answers to this so that you can be clear with your clients. When working with couples or groups, then you will need to consider how confidentiality is agreed between participants.

3.10 – What records (including recordings, process notes that could identify the client in any way, or any records kept for an external agency) will be kept of your sessions together, and what happens to these after the work together is ended? There needs to be good reason to request any personal information such as: contact details, age, gender, details of GP or what, if any, medication the client is using so be clear about the reasons for asking, and under what circumstances this information might be forwarded.

Only information that is vital or relevant should be stored. You can find out more about data protection, and your legal responsibilities from the ICO (Information Commissioner's Office) at: (www.ico.org).

3.11 – You will need to include information about '...any fixed limits to the duration or number of sessions as part of the contracting process' (Good Practice, point 38). Consider arrangements for what will happen if you are unable to work, or you have to end the sessions prematurely. Your clients may need to know what will happen to their records, appointments, and whether they will be referred to someone else. See Good Practice in Action 072 *Unplanned endings* for more information on this.

3.12 – How the client can terminate their work with you earlier than expected if they wish to.

3.13 – You may want to include details of where you will meet or the timings of sessions.

3.14 – It is important to communicate '...the terms and conditions of the agreement or contract in ways easily understood by the client and appropriate to their context' (Good Practice, point 31b). If you are working with young people or vulnerable adults you may need to consider whether they are able to consent to work with you, or for you to keep records of that work. See Good Practice in Action 030: *Safeguarding vulnerable adults*, Good Practice in Action 031: *Safeguarding children and young people*.

3.17 – Details of how your clients can make a complaint if they have a concern about the way in which you are working – you may want to include a link or reference to the BACP website, *Ethical Framework*, Professional Conduct Procedure, and the 'Ask Kathleen' service. See www.bacp.co.uk/about-us/protecting-the-public/professional-conduct/professional-conduct-complaints-procedure/ for more information.

4 The Therapeutic or Process Contract

This part of the contract is about assisting the client to understand a little more about the specific kind of therapy that you are offering, e.g. what it is (and is not); how you work, and for you to begin to develop an idea of what your client wants from the counselling or psychotherapeutic process, and how you might agree to work together.

The contract document could include:

- 4.1** – Something about the way in which you work and how you see therapy as being helpful to people.
- 4.2** – Any limitations to the therapy in terms of what a client may expect to achieve/benefit from the therapy.
- 4.3** – Reference to research about the kind of therapeutic approach you use.
- 4.4** – Maybe sharing the *Ethical Framework* that underpins your practice.
- 4.5** – Any specific goals, or how the process is going to be reviewed.
- 4.6** – Who sets the agenda for what is talked about: do you work in a way which includes offering direction, or do you prefer to let the client take the lead?
- 4.7** – What you expect from the client.

Summary

- Every practitioner has their own individual way of working. Each will want to create their own individual therapeutic agreement and set boundaries which work in their particular context
- If other agencies are involved with your work you will need to ensure that your own therapeutic agreement with clients does not contradict any contract you may have with them
- Once you have decided upon your agreement, would it usually apply to all your clients and client groups?

Whatever agreement you work to, and whatever boundaries you (or an organisation that you work for) set, this needs to be made clear to each client. You may not wish to include all the information suggested in this resource, but if not, make sure your reasoning is transparent, so you can explain it to your clients where necessary.

Whatever you decide to do, usual practice would be to give a written summary to your client, keeping a copy yourself. Good Practice, point 31d says we must 'provide the client with a record or easy access to a record of what has been agreed'.

If the particular context you work in makes it impossible, or not desirable to have a written agreement, bear in mind it may be difficult for you, and especially your clients to remember what was agreed.

References

BACP (2018) *Ethical Framework for the Counselling Professions*: Lutterworth: BACP.

Clarkson, P. (1992) *TA Psychotherapy: An Integrated Approach*. London: Routledge.

See also Good Practice in Action 039 Commonly Asked Questions: *Making the contract in the counselling professions* www.bacp.co.uk/gpia.

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