

Data Protection Information & Consent for children 13 & under using th Counselling Service

This document is to be read by the referring adult with the expectation that the parent/carer will take responsibility for helping the child to understand the relevant aspects in an age appropriate way so that the child is made aware of the terms of working relationship. The referring adult(s) are required to sign, date and return the document in a timely manner during the assessment process.

The therapeutic process:

It is expected that once the initial referral & assessment is completed, the practitioner will endeavour to offer sessions on a regular basis and attendance will proceed on a consistent basis wherever possible. Ongoing regular reviews with the young person as to the process and outcomes of the therapeutic work, underpin the respectful nature of the therapeutic relationship. To promote the child's autonomy and trust in the counseling process, the practitioner provides the child with as much privacy as possible within the confines of the confidentiality policy. The explicit content of the sessions is not directly shared with the referring adult, unless the child gives consent.

The practitioner will seek to gain consent from the child however to share the overall conclusion of reviews so that discussion as to how the work is proceeding and what basis on which to continue can be agreed upon together. If the child is willing this is most usefully held with the child's parents/carers in attendance, and upon occasion by telephone if circumstances require it. Sometimes children expressly wish information to be communicated by the therapist to a supporting parent/carer, and this feedback is encouraged in particular upon conclusion of the work, but is also not always deemed necessary by the child.

Wherever possible it is recommended that the therapeutic process be brought to a planned close with the child themselves collaborating in this decision making process. If it is deemed appropriate that an onward referral be made, the practitioner will endeavour to communicate this at the earliest opportunity within the attendance agreement, so that an appropriate ending can be worked towards.

If you need to cancel or rearrange our meeting please contact me as soon as possible.

The cancellation policy is that appointments that are changed or cancelled *within* 48 hours of the arranged appointment are subject to 50% of the agreed session fee, as are missed appointments.

Risk Assessment:

There is a duty to inform the therapist wherever possible if there is either recurrent or historical circumstances in which the young person is, or has been, at risk of *significant* harm to self or others. With this information it is the therapists' responsibility to perform ongoing risk assessment with the young person being encouraged to partake in this process.

If a young person is assessed by the therapist to demonstrate '*Gillick Competence*': (that is that a young person under the age of 16 is able to agree to treatment without the consent of the referring adult, because they are believed to demonstrate enough intelligence, competence and understanding), then the therapist maybe able to continue working with the young person even where there is risk identified.

Confidentiality Policy including risk :

This service adheres to the strictest standards of confidentiality. The practitioner will not pass on personal information about clients to anyone outside of the service, **except** in the following circumstances:

- Where the therapist believes the client or third party is at risk of serious harm/danger to self/others
- Where the therapist has the explicit consent of the client to disclose the information.

- Where the therapist would be liable to civil or criminal court procedures if the information was not disclosed.
- In the event of a perceived terrorist act.

In any of these circumstances the therapist will seek to obtain consent to disclose information from the client. If there is no indication that permission to disclose will be given and the crises or danger is sufficiently acute, the therapist may pass on the information directly to the appropriate services. In line with their professional requirements, the therapist may discuss counselling sessions with a supervisor external to the service. In these processes the identity and circumstances of clients are presented anonymously.

Why do I keep your information & what do I keep ?

In order to carry out a professional counselling service I will maintain a record of the young persons' and parental or another identified adults' contact details, and in cases where risk has been identified, clinical case notes. Evaluation information and general statistics are also kept indefinitely about numbers attending the service. These statistics do not contain information from which an individual can be identified and are solely used to monitor and improve the effectiveness of the service.

How will I keep your information & for how long ?

I will keep basic written records securely while you remain registered with this service and up to an indefinite period after your attendance. When they are disposed of, they are done so confidentially. Electronic information will be deleted using specialist software; paper records will be incinerated or 'put beyond use'.

Yes, you have access to your notes: You have the right to see the information I hold about you and you can ask me to change information about you that is incorrect. If your notes include information that would identify a third party however, this will be removed (to preserve the confidentiality of third party) unless the third party gives consent for access. You also have the right to ask me to delete information I hold about your, which I will do save for that which I have a legal obligation to keep; for example, for my business tax purposes.

Payment Information:

Sessions are payable upon the completion of the agreed session with the child/young person. Payment can be made by BACS transfer within 2 days of the session or upon receipt of an invoice. Cash payments are also acceptable.

There is a sliding scale in operation for those experiencing financial difficulty. If you wish to discuss a fee lower than the flat fee of £45.00 per session, it is expected that the referring adult will bring this to the attention of the therapist. It is important to consider this rather than curtail therapy process prematurely.

Payment details : HSBC - Mrs Emily Lawson Sort code: 40-23-06 Account number: 01375954

If you wish to complain about how I handle your data, in the first instance please contact me, Emily Blossie Pearce Lawson, who is the Data Controller at Blossie Pearce Counselling. If your complaint is not resolved to your satisfaction you can contact the Information Commissioners Office : www.ico.org.uk / 0303 123 1113

The Data Protection Act (2018) requires that this service obtains your consent for record keeping. Your signature is necessary to show that you, or other persons you may be signing behalf of, have explicitly agreed with the items mentioned within this document.

If you have any questions or concerns regarding this policy, in the first instance seek to explore any issues in discussion with the therapist.

Signed by **referring adult:** Dated:

