



# London Young Counselling

*'Dedicated to providing a professional Counselling Service to students in schools across the UK.'*

## London Young Counselling Employed Counsellors Handbook

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## Main Tasks & Person Specification for Employed Counsellor

<b>Title</b>	School Counsellor
<b>Place of work</b>	London Young Counselling, London. Placement will take place on the discussed school site.
<b>Time Commitment</b>	Dependant on the placement discussed. Minimum of 4 clients per school day.
<b>Person specification</b>	Warm, open, flexible.
	Able to listen well to others.
	Have a positive attitude towards others.
	Able to take on new ideas.
	Able to understand and respect young people.
	Be in agreement with code of ethics and values and work within the BACP guidelines.
	Be able to offer a minimum commitment of 12 months.
	To have undergone sufficient training, minimum Diploma level.
	Be responsible for own supervision and professional development and learning.
	Be responsible for paperwork and relevant admin procedures. (Necessary forms provided by LYC).
To be a member of a professional organisation either BACP or equivalent.	

### Additional Information:

The counselling hours will be at a regular time each week to provide the clients with consistency. Be aware of extra time commitment for note writing, supervision, training and professional meetings. Certificates must be provided to validate your learning. Counsellors are offered placements via interview with a qualified counsellor.

### Points to consider:

- Will the time commitment to counselling hours, additional individual work and supervision meetings place an unacceptable pressure on my life?
- Do I have enough energy and psychological resources for both my own life and to work with the needs that the counselling clients will bring?
- Can I manage regular supervision time?
- Will I recognise and act on the need to take a rest if and when periods of stress in my private life arise?
- Transport and other practicalities?



## LONDON YOUNG COUNSELLING - EMPLOYED COUNSELLOR AGREEMENT

This Employed Counsellor Agreement is dated ..... (*insert date*) and it is made between ..... (*insert name of counsellor*) (“the Counsellor”) and London Young Counselling. Now it is hereby agreed as follows:

### **Definitions:**

In this Agreement, the following terms and phrases shall have the following meaning unless the context requires otherwise:

- |                      |   |
|----------------------|---|
| Commencement Date    | ..... ( <i>insert date</i> ).   |
| Counselling Services | The services to be performed by the counsellor during their appointment hereunder as set out in the schedule to this agreement, such services to be provided using reasonable skill and care. |
| Termination Date     | The date on which the counsellor’s appointment hereunder is terminated.   |

### **Appointment:**

With effect from the commencement date, the counsellor is engaged as a consultant to London Young Counselling for an on-going period to carry out the project of counselling services unless this agreement is terminated by either party serving not less than one school terms notice in writing.

### **Duties:**

During their appointment, the Counsellor shall devote such of their time, attention and skill to the business of London Young Counselling as shall be necessary for the proper performance of the counselling services at such times and at such locations as London Young Counselling and the counsellor shall agree from time to time.

The Counsellor agrees to undertake the Counselling Services in an expert and diligent manner and to provide their services to the best of their skill.

The Counsellor shall keep London Young Counselling informed of progress on the services in which the counsellor is engaged and shall produce paperwork within a timely manner when requested by London Young Counselling. While the counsellor’s method of working is entirely their own and they are not subject to the control of London Young Counselling, they shall nevertheless promptly comply with this and any other reasonable requests of London Young Counselling as appropriate.

The counsellor warrants to London Young Counselling that by entering into this agreement they will not be in breach of any obligations to or agreements with any third party.

The counsellor is retained on a non-exclusive basis but will not during their appointment undertake any additional activities or accept other engagements which lead or might lead to any conflict of interest between the counsellor and the best interests of London Young Counselling.

If the counsellor is unable, unavailable or unwilling at any time to perform the counselling services, London Young Counselling may appoint a suitably qualified and skilled substitute to perform the counselling services on their

behalf and terminate this agreement.

### ***Fee, invoicing and expenses:***

A fee of **TBA** per full school day together with value added tax thereon (if applicable) shall be payable to the counsellor for the provision of the counselling services and such fee shall be payable monthly in arrears within 30 days of receipt of the counsellor's invoice thereof.

Unless agreed otherwise, the counsellor shall submit a time sheet to London Young Counselling on the last day of each month detailing the counselling services provided within that month and any fees due in respect thereof and, where they are registered for value added tax this shall be paid with a valid VAT registration number and certificate.

In the event that there are periods when there are no counselling services for the counsellor to perform, the counsellor shall not be paid a retainer for these periods. The fee is only payable in respect of counsellor services actually provided.

### ***Confidential information:***

The counsellor hereby agrees that during the course of their appointment under this agreement they are likely to obtain knowledge of trade secrets and also other confidential information with regard to the business and financial affairs of London Young Counselling and those of the London Young Counselling clients, customers and suppliers details of which are not in the public domain ("Confidential Information"), and accordingly the consultant hereby undertakes to and covenants with the Client that:

1. They shall not at any time after the termination date use or procure the use of the name of London Young Counselling in connection with their own or any other name in any way calculated to suggest that they continue to be connected with the business of London Young Counselling or in any way hold themselves out as having such connection.
2. They shall not use the confidential information other than during the continuance of this agreement and in connection with the provision of the counselling services.
3. They shall not at any time after the date of this agreement (save as required by law) disclose or divulge to any person other than to officers or employees of London Young Counselling whose province it is to know the same confidential information and they shall use their best endeavours to prevent the publication or disclosure of any confidential information by any other person.

The restrictions set out in this section shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the counsellor.

### ***Delivery up of documents:***

Upon the expiration or termination of their appointment under this agreement for whatsoever cause, the counsellor shall forthwith deliver up to London Young Counselling or its authorised representative all keys and any ID cards, documents, account records and any other papers or items which may be in their possession, custody or control and which are the property of the London Young Counselling or which otherwise relate in any way to the business or affairs of London Young Counselling and no copies of the same or any part thereof shall be retained by them. They shall then (if required by the London Young Counselling) make a declaration that the whole of the provisions of this section have been complied with.

### ***Termination:***

Either party shall have the right at any time to terminate this agreement by not less than one terms notice in

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writing to the other party, excluding school holidays.

In addition, London Young Counselling shall have the right to terminate this agreement at any time by summary notice without any payment in lieu in the event of the counsellor:

1. Being in material or persistent breach of any of the terms of this agreement.
2. Having an entry on their DBS certificate which we have the right to check at interim periods.
3. Being charged with or convicted of any criminal offence other than a minor driving offence under the Road Traffic Acts.
4. Offering, promising or giving a bribe or requesting, agreeing to receive or accepting a bribe or bribing a foreign public official in connection with the counselling services contrary to the Bribery Act 2010.
5. Persistently and wilfully neglecting the performance of the counselling services or being guilty of gross misconduct in the provision of the counselling services.
6. Doing any action manifestly prejudicial to the interests of London Young Counselling which may bring the counsellor into disrepute.

And the counsellor shall have no claim against London Young Counselling in respect of the termination of their appointment for any of the reasons specified pursuant to this section.

## ***Tax liabilities and indemnity:***

London Young Counselling and the counsellor declare and confirm that it is the intention of the parties that the counsellor shall have the status of a self-employed person and shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of their fees and accordingly the counsellor hereby agrees to indemnify of London Young Counselling in respect of any claims that may be made by the relevant authorities against London Young Counselling in respect of income tax and National Insurance or similar contributions (including penalties and interest), and against London Young Counselling's costs of dealing with such demands, relating to the counsellor's services under this agreement.

## ***Insurance:***

London Young Counselling have professional civil limited insurance by *Howden* that cover all counsellors within London Young Counselling. It is advisable that the counsellor take out and maintain throughout the term of this agreement adequate insurance coverage with an insurance office of repute to protect themselves against any liabilities arising out of this agreement and shall produce, at the request of the counsellor, a copy of the insurance policy or policies and relevant renewal receipts for inspection by London Young Counselling.

## ***Data protection:***

London Young Counselling and the counsellor agree to comply with all applicable data protection legislation, including but not limited to the UK GDPR and the Data Protection Act 2018 and any subsequent amendments there to.

London Young Counselling will process personal data relating to the counsellor in accordance with its data protection policy and the privacy notice which has been issued to them. London Young Counselling will only process the counsellor's personal data where it has a lawful basis for processing.

London Young Counselling and the counsellor acknowledge that, for the purposes of Data Protection legislation, London Young Counselling is the controller, and the counsellor is the processor. Schedule [2] to this agreement

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sets out the subject matter and duration of the processing, the nature and purpose of the processing by the counsellor, the type of personal data processed and the categories of data subject. The counsellor shall, in relation to personal data processed in connection with the counselling services:

- Keep the personal data confidential at all times.
- Comply with London Young Counselling data protection policy.
- Comply with the London Young Counselling reasonable instructions with respect to processing personal data.
- Not transfer any personal data outside the UK without London Young Counselling prior written consent.
- Assist London Young Counselling in responding to any data subject access request or to any request by a data subject to exercise any of their other rights under the data protection legislation.
- Assist London Young Counselling in ensuring compliance with its obligations under the data protection legislation with regard to security of processing, notification of personal data breaches, data protection impact assessments and consultation with the Information Commissioner's Office.
- Notify London Young Counselling immediately on becoming aware of a personal data breach or any other communication which relates to London Young Counselling's or Counsellor's compliance with the data protection legislation.
- At the written request of London Young Counselling, delete or return all personal data and any copies thereof to London Young Counselling on termination of the Counselling Services under this Agreement, unless required by the data protection legislation to store the personal data.
- Maintain complete and accurate records to demonstrate compliance with this provision on data protection and make these records available to London Young Counselling, and allow for and contribute to audits, including inspections, conducted by London Young Counselling or another auditor mandated by London Young Counselling.

The counsellor shall ensure they have in place appropriate technical and organisational measures, approved by London Young Counselling, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, which are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the personal data to be protected. Such measures may include:

- Pseudonymisation and encryption of the personal data.
- Ensuring the confidentiality, integrity, availability and resilience of their services and systems.
- Ensuring that availability of and access to personal data can be restored in a timely manner after an incident.
- Regularly assessing and evaluating the effectiveness of their technical and organisational measures.

London Young Counselling does not agree to the counsellor appointing any third-party processor of personal data under this agreement.

The counsellor shall be personally liable for, and shall indemnify London Young Counselling in respect of, any loss, damage, expenses and costs resulting from any breach by the counsellor of the data protection legislation.

### ***Force majeure:***

If either party to this agreement is prevented or delayed in the performance of any of their respective obligations under this agreement by "force majeure", then such party shall be excused the performance for so long as such cause of prevention or delay shall continue.

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For the purpose of this agreement, “force majeure” shall be deemed to be any cause affecting the performance of this agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and includes, but is not limited to, the following:

- Strikes, lockouts or other industrial action.
- Civil commotion, riot, invasion, war threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic, severe weather or other natural physical disaster.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- Political interference with normal operations.

**IN CONSIDERATION OF** and as a condition of London Young Counselling providing the Confidential Information to the Counsellor in addition to other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

## 1. Non-Competition

1. The Counsellor agrees that during the job role and for a period of 6 months after the end of that term, the Counsellor will not give advice or lend credit, money or London Young Counselling’s reputation to any natural person or business entity engaged in a competing business in any geographic area in which London Young Counselling conducts its business, and the Counsellor will not, directly or indirectly, as employee, owner, sole proprietor, partner, director, member, consultant, agent, founder, co-venturer or otherwise, solely or jointly with others, engage in any business that is in competition with the business of London Young Counselling.

## 2. Non-Solicitation

2. The Counsellor understands and agrees that any attempt on the part of the Counsellor to induce other employees or counsellors to leave London Young Counselling’s, or any effort by the Counsellor to interfere with London Young Counselling’s relationship with its other employees and Counsellors would be harmful and damaging to London Young Counselling. The Counsellor agrees that during the employment, and for a period of six (6) months after the end of that term, the Counsellor will not in any way, directly or indirectly:

1. Induce or attempt to induce any employee or counsellor of London Young Counselling to quit employment or retainer with the Client;
2. Otherwise interfere with or disrupt London Young Counselling's relationship with its employees and counsellors;
3. Discuss employment opportunities or provide information about competitive employment to any of London Young Counselling’s employees or counsellors; or
4. Solicit, entice, or hire away any employee or Counsellor of London Young Counselling for the purpose of an employment opportunity that is in competition with London Young Counselling.

3. This non-solicitation obligation as described in this section will be limited to employees or Counsellors who were employees or Counsellors of London Young Counselling during the period that the Counsellor was retained by London Young Counselling.



4. During the Retainer, and for six (6) months thereafter, the Counsellor will not divert or attempt to divert from London Young Counselling any business that the Counsellor had enjoyed, solicited, or attempted to solicit, from its customers, prior to termination or expiration, as the case may be, of the Retainer.

***Entire agreement:***

This agreement contains the whole and entire agreement and understanding of the parties relating to the subject matter of this agreement and it supersedes and extinguishes any previous oral or written agreement, discussion, negotiation, promise, correspondence, assurance representation or understanding between the parties (and those acting on their behalf) relating to the subject matter hereof.

The consultant confirms that by entering into this agreement, they are not wholly or partly relying on any statement, assurance or representation made by or on behalf of the client (whether made innocently or negligently) that is not set out in this agreement. In addition, the client shall not be liable for any innocent or negligent misrepresentation or negligent misstatement that may have been made by or on behalf of the client in relation to the consultancy services prior to the date of this Agreement or based on any statement in this agreement and the consultant agrees that they shall have no claim in this regard.

Nothing in this clause shall limit or exclude any liability for fraudulent misrepresentation.

***Survival of causes of action:***

The termination of this agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

***Severability:***

If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this agreement shall continue in full force and effect as if this agreement had been executed with the illegal or unenforceable provision eliminated.

***Waiver:***

Failure of any party to insist upon strict performance of any provision of this agreement or the failure of any party to exercise any right or remedy to which they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this agreement.

No waiver of any of the provisions of this agreement shall be effective unless it is expressly stated to be such and signed by all the parties to this agreement.

***Notices:***

Any communication or notice to be given pursuant to the terms of this agreement shall be in writing and sent by e-mail to the addressee's e-mail address as from time to time notified.

***Law and jurisdiction:***

This agreement is governed by the laws of [England and Wales] [Scotland] and the parties submit to the jurisdiction of the Courts of [England and Wales] [Scotland].

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Please sign below to confirm you have read and agree with all sections of the Employed Counsellor Agreement.

***Signatures:***

Signed:

Print name:

London Young Counselling

Dated:

Signed:

Counsellor

Print name:

Dated:



## LYC Counsellor Statement of Expectations & Commitment

### A counsellor member commitment to LYC:

- 1 Confidentiality:** In matters relating to personal information about people. This may only (in an appropriate way), be shared within the organisation, one to one or group supervision meetings and as detailed in the confidentiality and child protection policies.
- 2 Reliability in the work:** Giving LYC as much notice as possible of unavoidable absence or any expected absences, in addition to normal holiday periods. All term time weeks must be attended.
- 3 Supervision:** To be attending supervision sessions on an ongoing, regular basis of least 1 hour per month (depending on qualifications). It is the counsellor's responsibility to ensure that they meet the minimum requirements of their registering body, awarding body or BACP, if neither of the former applies. Counselling is an ongoing process and so supervision should be used even when clients are few or absent.
- 4 Clarity about boundaries:** Being clear about the difference between being a counsellor and a friend. It is prohibited to enter into a dual relationship with a client. Counsellors are asked to be extra respectful of personal boundaries and space in their communication with clients, touching and hugging are both open to misrepresentation, leading to disqualification as a counsellor.
- 5 Lone Working:** In order to safeguard clients, counsellors, and the service it is necessary to emphasise that lone working is not permitted under any circumstances. We recognise that ensuring health and safety is a shared responsibility. Counsellors must not meet clients in their own homes or any other place other than the designated counselling room.
- 6 Responsibility:** For and to yourself and your work. There is also a responsibility to the service, to work within its policy guidelines.
- 7 Administration:** To complete all client and statistical records in an accurate and timely manner.
- 8** Informing the office when relevant qualifications are obtained and any updates of any further relevant training courses attended. This information will be held on your file.
- 9** Update handbook ASAP when updates arrive.

### LYC commitments to Counsellors:

- 1** Providing constant support where needed.
- 2** All counsellors are encouraged to arrange regular check in meetings with LYC.
- 3** To provide a DBS check and valid counsellor insurance.

**Grievance Procedure:** If you have any grievance and feel that you are not being fairly treated, you should talk about it with your Supervisor/Manager. In the event of the grievance not being resolved, you and your supervisor/Manager should meet together with an external suitable professional.

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**Please read all of the below carefully and tick the boxes before you sign the agreement.  
If any of the below are not adhered to throughout your placement, your job could come to an end effectively immediately.**

- I have read the Counsellors' Main Tasks and Person Specification and statement of expectations and commitments, and I agree to work within these boundaries and accept that not to do so will compromise the counselling job.
- I will follow the organisations administration process and communicate frequently with the London Young Counselling office. Any absent or sickness days I will inform both the school and LYC as soon as possible.
- Whilst working with LYC I will always communicate any concerns I have with London Young Counselling before communicating directly with the school (this includes concerns regarding the client or the school).
- I accept that I will be representing London Young Counselling whilst in the school and that I am responsible for my own continued learning, if I need support, I must reach out to London Young Counselling and my supervisor.
- I do not have a health condition or disability that might impair my ability to undertake affectively the duties of the position that I have been offered.
- I have made arrangements to cover my commitment to supervision requirements to meet the expectations of the membership body that I am a member of and the service manager has contact details of all supervisors who will be monitoring the work of the clients of this service and will be updated where necessary.
- On competition of my enhanced DBS check I will sign up to the DBS update system.
- I have checked and confirmed my fitness to practice 1:1 sessions as a counsellor with clients aged 4-18.

**Counsellor** \_\_\_\_\_ **Date** \_\_\_\_\_

**Manager** \_\_\_\_\_ **Date** \_\_\_\_\_

**EMERGENCY CONTACT:** \_\_\_\_\_

**RELATIONSHIP TO YOU:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_



## London Young Counselling Confidentiality Agreement

This agreement applies to all counsellors within London Young Counselling Service. Signing this document confirms that you agree to abide by the confidentiality policy.

Failing to adhere to the terms listed below, suggests that you are in breach of the policy and will result in disciplinary proceedings, which could lead to immediate termination of your job.

- No personally identifiable information regarding London Young Counselling clients or counsellors may be discussed external to the agency, with the exception of information sharing protocols between relevant agencies and with the client's consent. Personal details of London Young counsellors or clients must not be given to anybody external to the agency. Information will not be shared as to whether or not a client has attended an appointment without their consent, except in cases of concern for client's safety, after discussion with the counselling coordinator and/or supervisor or where the agency has an obligation to share this with a client's school/college (in accordance with the organisations written agreement with London Young Counselling Service).
- Counsellors agree to follow London Young Counselling records management procedures for all written records and the secure storage of client notes.
- Clients should be informed of all records that are kept and have access upon written request to the counselling coordinator in accordance with ICO guidelines. Any process notes stored on a counsellor's personal computer must not contain any details that may disclose the identity of an individual.
- Breaches of confidentiality should only be made in exceptional circumstances to prevent severe harm. The confidentiality policy outlines these and the steps to be taken and counsellors agree to follow this policy.
- If a counsellor is required to contact an external agency with reference to a client, written consent must be sought from client and permission granted by the counselling coordinator. The client must then be informed of any information given or received.
- If a counsellor is requested to disclose client information to the police, the issue must first be discussed with the counselling coordinator and informed signed consent must be obtained from the client. Counsellors can in addition seek information from their professional body and /or insurance company.
- All counsellors must receive regular supervision with a suitably qualified supervisor where any problems or issues may be discussed openly within an appropriate clinical/private setting. Client material must not be discussed outside of this unless in extreme circumstances where the supervisor may be contacted by telephone to aid a situation more quickly. The full names and addresses of clients should not be revealed to the supervisor without special need (e.g. if the supervisor's help is needed to write an official report or letter).
- Clients must always be aware of the limits of confidentiality including when there may be a break or breach of confidentiality. This should be discussed with the client in the assessment and the first session. Clients must also receive London Young Counselling policy with information on how their data is used and how they can request to access it.

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- Counsellors must have membership of an appropriate professional body (BACP or equivalent) that supports safe working practice and be familiar with their codes of professional conduct and ethics and act in accordance with these codes. If for any reason a counsellor's professional competence is called into account by their professional membership body or a complaint made against them outside of London Young Counselling, then they must inform the counselling coordinator immediately.

I understand that Information concerning clients or counsellors is strictly confidential and must not be disclosed to unauthorised persons. This obligation shall continue in perpetuity. Disclosures of confidential information or disclosures of any data of a personal nature can result in prosecution for an offence under the Data Protection Act 1998 or an action for civil damages under the same Act in addition to any disciplinary action taken by London Young Counselling.

I have read, understood and agree to abide by the terms listed in this agreement and the supporting confidentiality policy, information governance policy and accompanying information governance procedures:

**Name:** \_\_\_\_\_

**School:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## Code of Conduct

- All staff/counsellors must act appropriately towards clients and not exploit their position of trust by acting in any abusive way towards any client whatsoever. This includes physical, emotional and sexual abuse.
- Do not get directly involved in their personal situation, unless there is a situation where you are required by law to give evidence. (If such a situation occurs you will be supported and advised by management and statutory services on correct procedures/conduct). The service cannot support you if you act outside of this code of conduct.
- Be aware of policies and procedures that affect your role.
- Be aware of the confidentiality issues and comply by the policy.
- The relationship between worker and client should always remain professional. Do not give your home or mobile telephone number, address or email details to a client. The school/agency will ensure counsellors will receive any urgent messages or cancellations.
- **Do not** work alone in a building with a client – in the event of this happening the appointment should be cancelled.
- Do not agree to meet your client outside the counselling room environment. Please see Volunteer Counsellor Statement of Expectations and Commitment, 4, 'Clarity about boundaries.' Clients should only be met by appointment at the school. Under no circumstances should clients be met in their own home or counsellors homes.
- Be aware of health and safety policy.
- Do not give or receive gifts, loan money or supply goods and services other than counselling to a client.
- It is not permitted to record client sessions by the way of audio/visual equipment or by any other means of recording for coursework or any other purpose. Client work must be protected from being identified by a third party at all times.

### **Boundaries**

Counsellors are responsible for setting and monitoring the boundaries between the counselling relationship and any other kind of relationship and for making this explicit to the client. In line with the BACP Code of Ethics and Practice, counsellors must not exploit clients financially, sexually, emotionally or in any other way. Engaging in sexual activity with a client is unethical and will lead to dismissal.

### **Referral**

It is important for the counsellor to recognise their inability to counsel a client and where necessary and make appropriate referrals. At all times, the client's wishes are paramount and referral must not take place without the client's approval, except where the conditions of the child protection policy pertain or in extreme circumstances. Referral should only be suggested to the client after consultation between the counsellor and their supervisor and then counsellor and the school.

### **Enquiries for counselling procedure and statistical record**

- Referrals in school are made to the designated member of staff and then allocated to counsellors.
- The first session will be an assessment session. Please complete the assessment form and keep safe in your records.
- Client notes will be completed after every session and kept with your records. These notes must be signed by the supervisor after presentation is supervision.
- Monthly record of client statistics forms will be completed by the counsellor at the end of the month and submitted online immediately.
- Client case reviews will be completed after the last session or every twelve weeks (whichever comes first) and submitted online and to the school. If any issues arise from the case review, please speak to your supervisor or manager.

- At the last session, issue a feedback form and submit online immediately.

This then completes the client work.

## Information to be covered during initial assessment

**In general, this is the procedure information to be covered:**

1. Cover the extent of **confidentiality**, and stress that this will only be broken following a discussion with the client in extreme circumstances (i.e. the possibility of harm to the client, another person or those around them, a child protection issue, a court subpoena, drug smuggling, or act of terrorism). Ideally the client should be informed that everything discussed in the room will remain confidential with the exception of when the client is at risk of causing significant harm to themselves or others. Supervision could be described as quality control to ensure that the client gets a good service but choose your own words!
2. Sessions will not overrun 60 minutes (or the time of the normal school lesson).
3. Suggest an initial 6 sessions at a regular time, which will include how counselling should continue or a planned ending. This is not always possible, particularly with young people; ultimately the young person's wish should prevail.
4. Clarify what records are kept.
5. Explain that you will meet every week in the same place at the same time. Any cancellations should be made to the referral manager and passed to you. In the event of two missed appointments without notification we will assume that counselling is no longer required and the client will be discharged and a new client allocated.
6. The client should be advised of the feedback form to complete.

## Forms

Below are the forms which are used throughout the counselling process. If you have any questions about these forms, please speak with the service manager.

Document training information should be sent to you prior to your start date, if you haven't received this, please contact the office.





London Young Counselling  
**Assessment Form**  
**Confidential**

Assessment Carried Out On    /    /    by

Client Ref No: \_\_\_\_\_

School \_\_\_\_\_

Have you used this service before?    YES / NO

If yes, was this useful?    YES / NO    who did you see? \_\_\_\_\_

Name: \_\_\_\_\_

D.O.B: \_\_\_\_\_

Year Group \_\_\_\_\_

Gender \_\_\_\_\_

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**Who do you currently live with?**

**Previous counselling history:**

Have you had counselling before? YES/ NO

If yes:

Please note agencies and dates  
Please include theoretical approaches/ experience and outcome  
Was it useful?

## Health

Do you have any Disabilities we need to be aware of?

Learning Disability	Physical Disability	Mental Health Problems
---------------------	---------------------	------------------------

How much is this a problem to you?

Please expand

Do you currently consider yourself to have any health problems? YES/NO

If yes, what do you consider these to be?

Have you had any long-term medical problems?

If yes, what do you consider these to be?

# COUNSELLORS HANDBOOK

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THE FOLLOWING INFORMATION IS TO HELP US IDENTIFY IF YOU REQUIRE ANY SPECIALIST HELP

**Do you currently consider yourself to have any substance misuse problems? YES/NO**

If yes how much of this is a problem to you? What is your usage?  
Ask about usage daily weekly etc. Amount used daily/ weekly etc. What is used and how?  
How is this funded?

**Do you currently consider yourself to have alcohol problems? YES/NO**

If yes how much of this is a problem to you? What is your usage?  
Ask about usage daily weekly etc. Amount used daily/ weekly etc. What is used and how?  
How is this funded?

**Are you in contact with any other services? (Contact names and agency where possible)**

Are these useful to you? Why?

# COUNSELLORS HANDBOOK

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The following questions are intended to clarify how best we can help you.

What prompted you to come to the Counselling Service?

How do you spend your days?

Who do you spend your time with?

Would you prefer to spend your time in a different way?

How would you describe yourself as a person?

# COUNSELLORS HANDBOOK

What do you understand about counselling? (Help client to understand the counselling process and confidentiality policy)

Understand YES/ NO

Is this the kind of help that they require? YES/ NO

What do you hope to change through counselling?

On a scale of 0-10 with 0 being very sad and 10 being really happy how do you feel at the moment?

0	1	2	3	4	5	6	7	8	9	10

On a scale of 0-10 with 0 being very sad and 10 being really happy how do you want to feel in the future?

0	1	2	3	4	5	6	7	8	9	10

Explain:

- Appointments are weekly.
- Unless you cancel we will assume you will attend every week.
- Where two appointments are missed without notification your session will be allocated to someone else.
- It is very important to attend appointments.
- If you have any problems regarding counselling speak to your counsellor or a member of staff.

## ASSESSMENT OUTCOME

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London Young Counselling  
**CONFIDENTIALITY**

Consent to communicate information.

As previously mentioned the Counselling Service operates a Confidentiality Policy. Do you understand this?

YES/ NO

(If not explain again).

The confidentiality policy ensures that information will not be shared with anyone outside of the service unless your permission is given. In the event of a child protection issue arising this may be breached for your safety. This will only be done after consultation with yourself and you will be made fully aware of any other agencies/services that we intend to share information with.

I agree to my details being discussed with other agencies / people involved in my care in the event of a child protection issue or a mental health referral.

Excluding:

Signed: .....

Print Name: .....



London Young Counselling  
**Client Notes**

Counsellor Name: \_\_\_\_\_

School: \_\_\_\_\_

Client Ref No: \_\_\_\_\_

Session No: \_\_\_\_\_

Date: \_\_\_\_\_

**Clients presenting concerns:**

*(May stay similar throughout time of counselling or may change)*

**What happened in the session/counsellor intervention/relationship:**

*(Bullet points with themes)*

**How did the session end:***(E.g. On time, wanted more time etc.)*



## London Young Counselling ENDING FORM

To be completed at the end of the Counselling process by the Counsellor.

<b>Start Date of Counselling Sessions</b>		<b>End Date of Counselling Sessions</b>	
<b>No. of sessions</b>		<b>School</b>	
<b>Client</b>			
<b>Completed by (Counsellor)</b>			

<b>What was the client's presenting issue?</b>

<b>What changes do you think have been made through the process?</b>

<b>How was this achieved?</b>



# COUNSELLORS HANDBOOK

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Counsellor Notes:

**Please circle below:**

Sig. Improved

Improved

Unchanged

Worsened

Sig. Worsened

Unknown

School Notes:



## London Young Counselling MONTHLY RECORD OF CLIENT ATTENDANCE

Month: \_\_\_\_\_

Date of Last Supervision: \_\_\_\_\_

Counsellor: \_\_\_\_\_

School: \_\_\_\_\_

		Today's Date	Today's Date	Today's Date	Today's Date	Today's Date
Client Initials	Ref No.	/ /	/ /	/ /	/ /	/ /

**Please complete the form as follows:**

- Only one row needs to be completed per client each month.
- Please enter client's initials and **reference number**.
- Please enter the date
- Please enter the following codes in the boxes that relate to the client and the date:-

- ✓ = Client attended
- C = Client cancelled (please insert reason)
- X = Cancelled by School or Counsellor (please insert reason)
- DNA = Client did not arrive

**Please return this form at the end of each month by submitting online.**



London Young Counselling  
**At Risk Form**

This document is to be used where there has been a disclosure of risk about a young person or vulnerable adult.

This document will also be used where they may be an allegation has been made against a member of London Young Counselling staff or volunteer.

Please write only factual information.

A copy of this document must be kept in the clients file and a copy filed with the designated Child Protection Officer.

Copies of any letters/emails written to a third party in relation to this disclosure must be kept with this document.

---

Date:

Date disclosure was made:

Name of person making the disclosure:

Name of person/counsellor receiving the information about the disclosure:

**Young Person or Vulnerable Adult this disclosure is about.**

Name:

Client Reference Number:

Date of Birth:

School:

# COUNSELLORS HANDBOOK

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## Nature of concern:

### Complete one of the two sections below.

Is this a direct disclosure between the two persons named above? Yes/No

Exact details of the disclosure.

Is this an indirect disclosure where there is a belief that there may be abuse? Yes/No

Details of the belief:

### Action required:

What action has been agreed to take this disclosure forward?

Who has this action been agreed between?

\_\_\_\_\_ and \_\_\_\_\_

By what date will this action have taken place? \_\_\_\_\_

Who will follow up that this action has taken place? \_\_\_\_\_

By what date? \_\_\_\_\_

Signature: \_\_\_\_\_

Notes of further investigation if applicable.

# FEEDBACK FORM

How satisfied were you with the overall level of service?

1 — | — | — | — | — | — | — | — | — | — | 10  
2 3 4 5 6 7 8 9



London Young Counselling

How well did counselling improve your situation?

1 — | — | — | — | — | — | — | — | — | — | 10  
2 3 4 5 6 7 8 9

How well do you feel you can cope with your own situation?

1 — | — | — | — | — | — | — | — | — | — | 10  
2 3 4 5 6 7 8 9

Do you feel your counsellor understood your situation?

1 — | — | — | — | — | — | — | — | — | — | 10  
2 3 4 5 6 7 8 9

How happy do you feel with your present situation?

1 — | — | — | — | — | — | — | — | — | — | 10  
2 3 4 5 6 7 8 9

How well did your counsellor listen to you?

1 — | — | — | — | — | — | — | — | — | — | 10  
2 3 4 5 6 7 8 9

Badly — | — | — | — | — | — | — | — | — | — | Excellent  
1 — | — | — | — | — | — | — | — | — | — | 10  
2 3 4 5 6 7 8 9

Thank you for your feedback! 😊

# COUNSELLORS HANDBOOK



## London Young Counselling Weekly Timesheet

Week of:

Employee name:	Daily pay:
Title:	Manager:

DAY	Start Time	Lunch Start	Lunch End	End Time	Sick leave	Total Hours Worked
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						
Sunday						
<b>WEEKLY TOTALS</b>						
<b>TOTAL PAY</b>						

Employee signature:	Date:
Manager signature:	Date:

Please complete and send this form in at the end of each week or send them all in together at the end of each month. These forms need to be sent to [counsellors@londonyoungcounselling.com](mailto:counsellors@londonyoungcounselling.com) in order to be paid at the end of each month.



## ETHICAL FRAMEWORK FOR GOOD PRACTICE (IN ACCORDANCE WITH BACP)

The framework is for anyone responsible for the provision of counselling in the role of counsellor, trainer, educator, supervisor or in the management of these services. A “client” is the recipient of any of these services. The statement considers values, principles and personal moral qualities and is taken from the BACP website.

### Our commitment to clients

#### 1. Put clients first by:

- a. Making clients our primary concern while we are working with them.

#### 2. Work to professional standards by:

- a. Working within our competence
- b. Keeping our skills and knowledge up to date
- c. Collaborating with colleagues to improve the quality of what is being offered to clients
- d. Ensuring that our wellbeing is sufficient to sustain the quality of the work
- e. Keeping accurate and appropriate records.

#### 3. Show respect by:

- a. Valuing each client as a unique person
- b. Protecting client confidentiality and privacy
- c. Agreeing with clients on how we will work together
- d. Working in partnership with clients.

#### 4. Build an appropriate relationship with clients by:

- a. Communicating clearly what clients have a right to expect from us
- b. Communicating any benefits, costs and commitments that clients may reasonably expect
- c. Respecting the boundaries between our work with clients and what lies outside that work
- d. Not exploiting or abusing clients
- e. Listening out for how clients experience our working together.

#### 5. Maintain integrity by:

- a. Being honest about the work
- b. Communicating qualifications, experience and working methods accurately
- c. Working ethically and with careful consideration of the law

#### 6. Demonstrate accountability and candour by:

- a. Being willing to discuss with clients any known risks involved in the work and how best to work towards our client's desired outcomes
- b. Ensuring that clients are promptly informed about anything important that has gone wrong in our work together, whether or not clients are aware of it, and quickly taking action to limit or repair any harm as far as possible
- c. Reviewing our work with clients in supervision
- d. Monitoring how clients experience our work together and the effects of our work with them.

### Ethics

1. Our ethics are based on values, principles and personal moral qualities that underpin and inform the interpretation and application of our commitment to clients and good practice.

## Values

2. Values are a useful way of expressing general ethical commitments that underpin the purpose and goals of our actions.

3. Our fundamental values include a commitment to:

- Respecting human rights and dignity
- Alleviating symptoms of personal distress and suffering
- Enhancing people's wellbeing and capabilities
- Improving the quality of relationships between people
- Increasing personal resilience and effectiveness
- Facilitating a sense of self that is meaningful to the person(s) concerned within their personal and cultural context
- Appreciating the variety of human experience and culture
- Protecting the safety of clients
- Ensuring the integrity of practitioner-client relationships
- Enhancing the quality of professional knowledge and its application
- Striving for the fair and adequate provision of services

4. Values inform principles. They become more precisely defined and action-orientated when expressed as a principle.

## Principles

5. Principles direct attention to important ethical responsibilities. Our core principles are:

- **Being trustworthy:** Honouring the trust placed in the practitioner
- **Autonomy:** Respect for the client's right to be self-governing
- **Beneficence:** A commitment to promoting the client's wellbeing
- **Non-maleficence:** A commitment to avoiding harm to the client
- **Justice:** The fair and impartial treatment of all clients and the provision of adequate services
- **Self-respect:** Fostering the practitioner's self-knowledge, integrity and care for self

6. Ethical decisions that are strongly supported by one or more of these principles without any contradiction with the others may be regarded as well-founded.

7. However, practitioners may encounter circumstances in which it is impossible to reconcile all the applicable principles. This may require choosing which principles to prioritise. A decision or course of action does not necessarily become unethical merely because it is controversial or because other practitioners would have reached different conclusions in similar circumstances. A practitioner's obligation is to consider all the relevant circumstances with as much care as possible and to be appropriately accountable for decisions made.

## Personal moral qualities

8. Personal moral qualities are internalised values that shape how we relate to others and our environment. They represent a moral energy or drive which may operate unconsciously and unexamined. This moral energy or drive is ethically more beneficial when consciously examined from time to time and used to motivate our ethical development or shape how we work towards a good society.

9. 'Personal moral qualities' are a contemporary application of 'virtues' from moral philosophy.



# COUNSELLORS HANDBOOK

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10. The practitioner's personal and relational moral qualities are of the utmost importance. Their perceived presence or absence will have a strong influence on how relationships with clients and colleagues develop and whether they are of sufficient quality and resilience to support the work.

11. High levels of compatibility between personal and professional moral qualities will usually enhance the integrity and resilience of any relationship

12. Key personal qualities to which members and registrants are strongly encouraged to aspire include:

- **Care:** Benevolent, responsible and competent attentiveness to someone's needs, wellbeing and personal agency
- **Diligence:** The conscientious deployment of the skills and knowledge needed to achieve a beneficial outcome
- **Courage:** The capacity to act in spite of known fears, risks and uncertainty
- **Empathy:** The ability to communicate understanding of another person's experience from that person's perspective
- **Identity:** Sense of self in relationship to others that forms the basis of responsibility, resilience and motivation
- **Humility:** The ability to assess accurately and acknowledge one's own strengths and weaknesses
- **Integrity:** Commitment to being moral in dealings with others, including personal straightforwardness, honesty and coherence
- **Resilience:** The capacity to work with the client's concerns without being personally diminished
- **Respect:** Showing appropriate esteem for people and their understanding of themselves
- **Sincerity:** A personal commitment to consistency between what is professed and what is done
- **Wisdom:** Possession of sound judgement that informs practice.

## Conclusion

13. The challenge of working ethically means that practitioners will inevitably encounter situations that require responses to unexpected issues, resolution of dilemmas, and solutions to problems. A good understanding of the ethics that underpin our work is a valuable resource which is helpful in making significant decisions. The use of an ethical problem-solving model and discussion about ethics are essential to good practice. This *Ethical Framework* is intended to assist practitioners by directing attention to the variety of ethical factors that may need to be taken into consideration and to identify alternative ways of approaching ethics that may prove more useful.

14. No statement of ethics can eliminate the difficulty of making professional judgements in circumstances that may be constantly changing and full of uncertainties. By accepting this statement of ethics, members and registrants of BACP are committing themselves to engaging with the challenge of striving to be ethical, even when doing so involves making difficult decisions or acting courageously.

## Good practice

1. As members of BACP we are committed to sustaining and advancing good practice.

2. This section of the *Ethical Framework* looks behind our commitment to clients and ethics to consider their implications for good practice in more detail.

3. It sets out what can be expected of all members and registrants of BACP as practitioners providing therapeutically-based services, particularly coaching, counselling, pastoral care and psychotherapy. This includes associated roles in supervision, education or training, management and research.

4. As members and registrants of BACP, we have committed ourselves to the principles and values set out in this *Ethical Framework* and recognise that our membership or registration may be at risk if we fail to fulfil our commitments.

5. Our responsibilities are set out as full or qualified obligations. We are fully and unconditionally committed to fulfilling a specific requirement of *good practice* where we state 'we will...' or 'we must...'. Where we consider a requirement may need to be varied for good ethical reasons, we state that 'we will usually...'.

# COUNSELLORS HANDBOOK

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6. We are committing ourselves to being openly accountable and willing to explain how we have implemented any of these obligations to people with a valid interest in our work.

## Putting clients first

7. We will make each client the primary focus of our attention and our work during our sessions together.

8. Any professional or personal interests that conflict with putting a client's interests first will be carefully considered in consultation with a supervisor, an independent experienced colleague or, when appropriate, discussed with the client affected before services are offered.

9. We will give careful consideration to how we manage situations when protecting clients or others from serious harm or when compliance with the law may require overriding a client's explicit wishes or breaching their confidentiality – see also 25 and 54.

10. When the safeguarding of our clients or others from serious harm takes priority over our commitment to putting our clients' wishes and confidentiality first, we will usually consult with any client affected, if this is legally permitted and ethically desirable. We will endeavour to implement any safeguarding responsibilities in ways that respect a client's known wishes, protect their interests, and support them in what follows.

11. We share a responsibility with all other members of our professions for the safety and wellbeing of all clients and their protection from exploitation or unsafe practice. We will take action to prevent harm caused by practitioners to any client – see also 24.

12. We will do everything we can to develop and protect our clients' trust.

## Working to professional standards

13. We must be competent to deliver the services being offered to at least fundamental professional standards or better.

14. We will keep skills and knowledge up to date by:

- a. Reading professional journals, books and/or reliable electronic resources
- b. Keeping ourselves informed of any relevant research and evidence-based guidance
- c. Discussions with colleagues working with similar issues
- d. Reviewing our knowledge and skills in supervision or discussion with experienced practitioners
- e. Regular continuing professional development to update knowledge and skills
- f. Keeping up to date with the law, regulations and any other requirements, including guidance from this Association, relevant to our work

15. We will keep accurate records that are appropriate to the service being provided.

16. We will collaborate with colleagues over our work with specific clients where this is consistent with client consent and will enhance services to the client.

17. We will work collaboratively with colleagues to improve services and offer mutual support.

18. We will maintain our own physical and psychological health at a level that enables us to work effectively with our clients – see 75 Self-care.

19. We will be covered by adequate insurance when providing services directly or indirectly to the public.

20. We will fulfil the ethical principles and values set out in this *Ethical Framework* regardless of whether working online, face to face or using any other methods of communication. The technical and practical knowledge may vary according to how services are delivered but all our services will be delivered to at least fundamental professional standards or better.

## Respect

21. We will respect our clients' privacy and dignity.

22. We will respect our clients as people by providing services that:

- a. Endeavour to demonstrate equality, value diversity and ensure inclusion for all clients
- b. Avoid unfairly discriminating against clients or colleagues
- c. Accept we are all vulnerable to prejudice and recognise the importance of self-inquiry, personal feedback and professional development
- d. Work with issues of identity in open-minded ways that respect the client's autonomy and be sensitive to whether this is viewed as individual or relational autonomy
- e. Make adjustments to overcome barriers to accessibility, so far as is reasonably possible, for clients of any ability wishing to engage with a service
- f. Recognise when our knowledge of key aspects of our client's background, identity or lifestyle is inadequate and take steps to inform ourselves from other sources where available and appropriate, rather than expecting the client to teach us
- g. Are open-minded with clients who appear similar to ourselves or possess familiar characteristics so that we do not suppress or neglect what is distinctive in their lives

23. We will take the law concerning equality, diversity and inclusion into careful consideration and strive for a higher standard than the legal minimum.

24. We will challenge colleagues or others involved in delivering related services whose views appear to be unfairly discriminatory and take action to protect clients, if necessary – see 11.

25. We will protect the confidentiality and privacy of clients by:

- a. Actively protecting information about clients from unauthorised access or disclosure
- b. Informing clients about any reasonably foreseeable limitations of privacy or confidentiality in advance of our work together

26. We will do all that we reasonably can to ensure that our clients are participating on a voluntary basis. Hesitant clients or clients who feel under pressure from other people or agencies to work with us will have their reservations acknowledged and taken into account in how services are offered.

27. We will work with our clients on the basis of their informed consent and agreement.

28. Careful consideration will be given to working with children and young people that:

- a. takes account of their capacity to give informed consent, whether it is appropriate to seek the consent of others who have parental responsibility for the young person, and their best interests
- b. demonstrates knowledge and skills about ways of working that are appropriate to the young person's maturity and understanding

29. We will give careful consideration to obtaining and respecting the consent of vulnerable adult clients, wherever they have the capacity to give consent, or involving anyone who provides care for these clients when appropriate.

30. Our work with clients will be based on professional partnerships with them that aim to increase their wellbeing, capability and/or performance.

## Building an appropriate relationship

31. We will usually provide clients with the information they ought to know in advance in order to make an informed decision about the services they want to receive and how these services will be delivered.

32. We will give careful consideration to how we reach agreement with clients and contract with them about the terms on which our services will be provided. Attention will be given to:
- Reaching an agreement or contract that respects each client's expressed needs and choices
  - Communicating terms and conditions of the agreement or contract in ways easily understood by the client and appropriate to their context
  - Stating any reasonably foreseeable limitations to a client's confidentiality or privacy
  - Providing the client with a record or easy access to a record of what has been agreed
  - Keeping a record of what has been agreed and of any changes or clarifications when they occur.
33. We will establish and maintain appropriate professional and personal boundaries in our relationships with clients by ensuring that:
- These boundaries are consistent with the aims of working together and beneficial to the client
  - Any dual or multiple relationships will be avoided where the risks of harm to the client outweigh any benefits to the client
  - Reasonable care is taken to separate and maintain a distinction between our personal and professional presence on social media where this could result in harmful dual relationships with clients
  - The impact of any dual or multiple relationships will be periodically reviewed in supervision and discussed with clients when appropriate. They may also be discussed with any colleagues or managers in order to enhance the integrity of the work being undertaken.
34. We will not have sexual relationships with or behave sexually towards our clients, supervisees or trainees.
35. We will avoid having sexual relationships with or behaving sexually towards people whom we know to be close to our clients in order to avoid undermining our clients' trust in us.
36. We will not exploit or abuse our clients in any way: financially, emotionally, physically, sexually or spiritually.
37. We recognise that conflicts of interest and issues of power or dependence may continue after our working relationship with a client, supervisee or trainee has formally ended. We will exercise caution before entering into personal or business relationships with former clients and expect to be professionally accountable if the relationship becomes detrimental to the former client or the standing of the profession.
38. We will periodically review each client's progress and, when practicable, seek our client's views on how we are working together.
- ## Integrity
39. We will maintain high standards of honesty and probity in all aspects of our work.
40. We will be as open and as communicative with our clients, colleagues and others as is consistent with the purpose, methods and confidentiality of the service.
41. Whenever we communicate our qualifications, professional experience and working methods, we will do so accurately and honestly. All reasonable requests for this information will be answered promptly.
42. We will give conscientious consideration to the law and any legal requirements concerning our work and take responsibility for how they are implemented – see also 14f, 23 and 60.
43. We will promptly notify this Association about any criminal charges, disciplinary procedures or civil claims brought against us, or where we are in sufficient financial difficulty to be declared bankrupt or have entered into other types of debt relief or insolvency arrangements.
44. We will avoid any actions that will bring our profession into disrepute.

## Accountability and candour

45. We will take responsibility for how we offer our clients opportunities to work towards their desired outcomes and the safety of the services we provide or have responsibility for overseeing.
46. We will discuss with clients how best to work towards their desired outcomes and any known risks involved in the work.
47. We will ensure candour by promptly informing our clients of anything important that has gone wrong in our work together, and:
- Take immediate action to prevent or limit any harm
  - Repair any harm caused, so far as possible
  - Offer an apology when this is appropriate
  - Notify and discuss with our supervisor and/or manager what has occurred
  - Investigate and take action to avoid whatever has gone wrong being repeated.
48. We will review in supervision how we work with clients – see 50–61.
49. We will monitor how clients experience our work together and the effects of the work with them in ways appropriate to the type of service being offered.

## Supervision

50. Supervision is essential to how practitioners sustain good practice throughout their working life. Supervision provides practitioners with regular and ongoing opportunities to reflect in depth about all aspects of their practice in order to work as effectively, safely and ethically as possible. Supervision also sustains the personal resourcefulness required to undertake the work.
51. Good supervision is much more than case management. It includes working in depth on the relationship between practitioner and client in order to work towards desired outcomes and positive effects. This requires adequate levels of privacy, safety and containment for the supervisee to undertake this work. Therefore a substantial part or preferably all of supervision needs to be independent of line management.
52. Supervision requires additional skills and knowledge to those used for providing services directly to clients. Therefore supervisors require adequate levels of expertise acquired through training and/or experience. Supervisors will also ensure that they work with appropriate professional support and their own supervision.
53. All supervisors will model high levels of good practice for the work they supervise, particularly with regard to expected levels of competence and professionalism, relationship building, the management of personal boundaries, any dual relationships, conflicts of interest and avoiding exploitation.
54. All communications concerning clients made in the context of supervision will be consistent with confidentiality agreements with the clients concerned and compatible with any applicable agency policy.
55. Careful consideration will be given to the undertaking of key responsibilities for clients and how these responsibilities are allocated between the supervisor, supervisee and any line manager or others with responsibilities for the service provided. Consideration needs to be given to how any of these arrangements and responsibilities will be communicated to clients in ways that are supportive of and appropriate to the work being undertaken. These arrangements will usually be reviewed at least once a year, or more frequently if required.
56. Trainee supervision will require the supervisor to ensure that the work satisfies professional standards.
57. When supervising qualified and/or experienced practitioners, the weight of responsibility for ensuring that the supervisee's work meets professional standards will primarily rest with the supervisee.

58. Supervisors and supervisees will periodically review how responsibility for work with clients is implemented in practice and how any difficulties or concerns are being addressed.
59. The application of this *Ethical Framework* to the work with clients will be reviewed in supervision regularly and not less than once a year.
60. Supervisors will conscientiously consider the application of the law concerning supervision to their role and responsibilities.
61. We also recommend supervision to anyone providing therapeutically-based services, working in roles that require regularly giving or receiving emotionally challenging communications, or engaging in relationally complex and challenging roles.

## Training and education

62. All trainers will have the skills, attitudes and knowledge required to be competent teachers and facilitators of learning for what is being provided.
63. Any information about the teaching, education or learning opportunities being provided will be accurate and enable potential students to make an informed choice.
64. Any selection of students will be fair, respectful and transparent to candidates and use procedures designed to select suitable students.
65. Any assessments of students will be fair, respectful and provide reasoned explanations for the outcome to the students.
66. Clients will usually be informed when they are receiving their services from a trainee.
67. All providers of training and education will model high levels of good practice in their work, particularly with regard to expected levels of competence and professionalism, relationship building, the management of personal boundaries, any dual relationships, conflicts of interest and avoiding exploitation.

## Research

68. We value research and systematic inquiry by practitioners as enhancing our professional knowledge and providing an evidence-base for practice in ways that benefit our clients.
69. We will usually support and provide opportunities for research if it is compatible with the services we provide.
70. When undertaking research we will be rigorously attentive to the quality and integrity of the research process, the knowledge claims arising from the research and how the results are disseminated.
71. All research that we undertake will conform to the *BACP Ethical Guidelines* for researching counselling and psychotherapy.
72. All participants in research will do so on the basis of explicit informed consent.
73. All research will be reviewed in advance to ensure that the rights and interests of participants have been considered independently of the researcher.
74. The research methods used will comply with standards of good practice in any services being delivered and will not adversely affect clients.

## Care of self as a practitioner

75. We will take responsibility for our own wellbeing as essential to sustaining good practice by:

- a. Taking precautions to protect our own physical safety
- b. Monitoring our own psychological and physical health
- c. Seeking professional support and services as the need arises
- d. Keeping a healthy balance between our work and other aspects of life

## Responding to ethical dilemmas and issues

76. We recognise that professional and ethical issues, problems and dilemmas will arise from time to time and are an unavoidable part of our practice.

77. We will use our supervision and any other available professional resources to support and challenge how we respond to such situations. We will give careful consideration to the best approaches to ethical problem-solving.

78. We will take responsibility for considering how best to act in such situations and will be ready to explain why we decided to respond in the way we did.

**If an area of the above is not clear, please speak to a member of the management team.**



## London Young Counselling **POLICIES**

To follow are London Young Counselling's policies:

- Confidentiality
- Supervision Policy
- Equal Opportunity
- Complaints Procedure
- Child Protection

Please be advised by the school for their own policies alongside these policies of:

- Child Protection
- Health and Safety





## London Young Counselling Confidentiality Policy

### 1. Confidentiality Statement:

London Young Counselling recognises the importance of confidentiality to clients and is committed to providing a safe and confidential environment to the users of its services and its staff.

### 2. Definition of Confidentiality:

- The personal information of clients should only be disclosed external to London Young Counselling when the individual has given consent. However, in exceptional circumstances e.g. threats of violence, actual violence, risk of harm to self or others and suspected and actual child abuse this may not always be possible. Exceptions are discussed under exceptional circumstances.
- London Young Counselling recognises that clients should be able to access services in confidence and no other person, external of the organisational staff team, should know that they have accessed the services. There is an exception here whereby a student of a school/college with a counselling agreement with London Young Counselling has referred their students.
- London Young Counselling recognises that at times, information may be directly or indirectly discussed during other internal forums outside of the clients' sessions (e.g. supervision, consultation with service co-ordinator). During such discussions, unless it is essential or relevant, care must be taken to ensure that individual's personal identity is not revealed by name or any other way. All counsellors should ensure that discussions relating to a client do not occur outside of these forums.
- London Young Counselling recognises that clients need to feel secure that they are accessing the services confidentially. The service will ensure that one to one direct appointments take place in a confidential space.
- London Young Counselling will not confirm a client's attendance or presence within the service without obtaining the client's consent, unless there is a concern for the client's safety or it is part of the referrer's contractual agreement with London Young Counselling as the bill payers.

### 3. Counselling Confidentiality Policy and Procedure:

- London Young Counselling confidentiality policy incorporates specific guidelines and procedures relating to the counselling of clients.
- Counsellors are required to abide by the British Association of Counselling and Psychotherapy (BACP) Code of Ethics & Practice, which lists additional confidentiality guidelines and/or UKCP guidelines depending on their professional membership; and/or ethical guidelines of any other own professional counselling organisation that they are members of.
- London Young Counselling believes that the purpose of confidentiality in the context of counselling is to ensure maximum client privacy and safety.

# COUNSELLORS HANDBOOK

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- All counsellors working within the counselling service must work in accordance with the elements listed in the confidentiality policy / agreement, the counselling policy and the BACP/UKCP ethical guidelines.
- All counselling staff must ensure that they clearly communicate the nature and context of the policies as part of a client's assessment and first session. At the time of assessment all clients are told of the limits of confidentiality: that if we have a concern that they may be a danger to themselves or to others then we have a duty to take this concern further. That is, that we would discuss this with the Counselling Coordinator, with our supervisor and with the client's school. At assessment, clients also need to be informed that if we are concerned that they are involved in either terrorist activity or money laundering for drugs then we have a duty to report this, and that we must do this without informing them.
- During external clinical supervision a client may be identified by first name, and aspects of his/her personal life relevant to the sessions. However, details of the client's full name or other personal details must not be disclosed.
- During consultations or report writing etc, care must be taken to ensure that individuals' personally identifiable information is not disclosed or those of family members.
- Personal diaries should not be used for recording client information. A separate diary for London Young Counselling clients must be used and stored in accordance with this policy.
- In exceptional circumstances, counselling staff may feel that a change in the confidentiality agreement may be appropriate. In these situations, prior consent from the client concerned must be sought and recorded.

## 4. Client Records/information received

- Information about a client referral will come via school/college which may include email. Any information written down at this point will be treated as confidential in the same way as any other information recorded about the client.
- All documentation: Intake Form, Assessment Form, Clients Notes and Case Reviews Service Records or any other information/paperwork received or created regarding the client will be kept in a locked filing cabinet OR locked cupboard with restricted access to the counsellor only. Any other person with authorised access e.g where another person holds the therapeutic will must be reported to the Counselling Coordinator.
- It is the responsibility of the counsellor to ensure that all client records are kept in safe havens in their own homes/offices or securely on person if files are in transit. All records must be locked away at the end of each working day.

## 5. Session Notes:

- Information disclosed during sessions is considered confidential. Information that could identify a client will not be given to anyone else without prior consent, subject to the previously established confidentiality contract and exceptional circumstances.
- A client can request in advance to gain access to their records and notes. Notes should be viewed by the client, where possible, in the presence of the counsellor in order to address any comments or issues raised.

- There must not be more than one copy of client records. Session notes are not to be photocopied unless there is a need to transfer information to another counsellor. This will only be in the event that the relationship with the original counsellor has been terminated.

## 6. External/Clinical Supervision:

- When discussing issues relating to a particular client during external/clinical supervision a client may be identified by first name and aspects of his/her personal life relevant to the work being discussed. However, details of the client's full name and personal details (including significant others) must not be disclosed.
- If a client is known to an external/clinical supervisor, appropriate steps should be taken to ensure the client is not discussed or identified.

## 7. Exceptional Circumstances:

- London Young Counselling recognises that there may be exceptional occasions that involve a serious threat to the life and safety of a client, or others. In this event, counsellors have a professional, ethical and legal responsibility to negotiate and seek the client's consent to change the level of confidentiality, if permission is not obtainable, to notify the client that they may find it necessary to temporarily breach confidentiality. If such an occasion arises, they should consult with the Counselling Coordinator.
- London Young Counselling recognises the seriousness and impact upon the relationship of breaching confidentiality and will seek to preserve this as far as possible within legal, ethical and professional boundaries.
- London Young Counselling has identified the following situations as occasions that may warrant a breach of confidentiality and should they arise, immediate notification is to be given to the Counselling Coordinator:
  - Acute mental health crisis
  - Current child abuse
  - Serious risk of harm to self or others
  - Possession of an unlicensed firearm or possession of a licensed firearm
  - Confession of terrorism
  - Revealing something that is part of an ongoing legal case
  - Disclosure of drug smuggling/money laundering

*Notification of the above will not necessarily lead to a break of confidentiality as each case will be considered individually, in the best interest of the client. The counsellor shall inform the client of their concerns and seek to consult regarding appropriate action or alternative/ further support that may be required.*

- If a counsellor becomes aware of any exceptional circumstances that they feel uncomfortable holding, or believe, in the interest of the client, warrants support over and above what London Young Counselling can safely provide, they must raise this with the Counselling Coordinator.

## 8. Expressed Consent to Give Information:

It is the responsibility of the counsellor to make sure the client understands the procedure for when any action is requested for information to be taken external to London Young Counselling on behalf of a client. The client must firstly write to the Counselling Coordinator with the request and the nature of the action required. This might be where a report has been requested or access to their notes.

## 9. Breaches of Confidentiality:

London Young Counselling recognises that exceptional occasions may arise where counsellors feel they may need to breach confidentiality. However, breaches of confidentiality could harm the client, and the reputation of London Young Counselling, and therefore should be treated with the most serious of approaches.

On exceptional occasions where a counsellor feels confidentiality may need to be breached the following steps must be taken:

- Counsellors should raise the matter immediately with the Counselling Coordinator.
- Counsellors must discuss the issues involved in the case and explain why they feel confidentiality should be breached.
- The counselling coordinator is responsible for discussing with counsellors what options are available in each set of circumstances and is responsible for making a decision on whether confidentiality should be breached.
- If the counselling coordinator cannot be reached, then the counsellor's supervisor can help make the decision. Only if the situation is urgent with a threat of imminent harm, should the counsellor decide to inform the emergency services. Detailed records of decisions and actions must be kept, including date and time and who has made the decisions. Action dates and times must also be noted and when the action is taken with whom must also be recorded.
- Counsellors must make clear notes including whether the client is in agreement with our taking action or not. Professional codes of conduct may contain additional details of the processes counsellors are required to follow when contacting outside agencies regarding clients. In addition to discussion with the Counselling Coordinator, other sources of advice on confidentiality include professional bodies, counsellor's insurance companies and supervisors.
- Where possible counsellors will respect clients' objections to disclosure of information. When this is not possible, and only in the above exceptional circumstances, counsellors will record any objection made by the client.

## 10. Information Governance:

Information concerning clients or staff is strictly confidential and must not be disclosed to unauthorised persons. This obligation shall continue in perpetuity. Disclosures of confidential information or disclosures of any data of a personal nature can result in prosecution for an offence under the Data Protection Act 1998 or an action for civil damages under the same Act in addition to any disciplinary action taken by the London Young Counselling.

Counsellors must follow London Young Counselling information governance policy and procedures as outlined in the Handbook.

## 11. Legislative Framework:

London Young Counselling will monitor this policy to ensure it meets statutory and legal requirements including the Data Protection Act, Children's Act, Rehabilitation of Offenders Act and Prevention of Terrorism Act. Training on the policy will include these aspects. Information sharing should follow the 2013 Caldicott Principles:

- Principle 1: Justify the purpose for using the information.
- Principle 2: Only use identifiable information if absolutely necessary.

- Principle 3: Use the minimum that is required.
- Principle 4: Access should be on a strict need to know basis.
- Principle 5: Everyone must understand their responsibilities.
- Principle 6: Understand and comply with the law.
- Principle 7: The duty to share information can be as important as the duty to protect patient confidentiality.

## **12. Counsellors Requirements:**

Counsellors must demonstrate a thorough understanding of the needs for maintaining confidentiality and shall accept personal responsibility and have a practising commitment for implementing all organisational confidentiality policies and information governance procedures.

**Created by London Young Counselling**

**Date of policy: 11/09/2024**



## London Young Counselling Supervision Policy

London Young Counselling follows the guidelines of the BACP Code of Ethics. Supervisor's supplying a level of service to LYC must be fully aware of the Code of Ethics.

We recognise that supervision positively contributes to the maintenance and development of ethical and professional practice.

The role of the Supervisor is to create a collaborative process for counsellors to work together to develop a good standard of practice aiming to increase skills and confidence when working with clients. This alliance will be created by being supportive, sharing evidence-based approaches and using creativity.

London Young Counselling acknowledges the importance of recognising the diversity of individuals within the context of counselling and that different approaches adopt differing attitudes and practices with regard to practitioner supervision. With this in mind we insist that counsellors attend either group supervision, one to one supervision or both.

London Young Counselling offer group supervision once a month. Whilst there is no obligation to attend a group, these groups are offered to counsellors on placement with LYC free of charge. We have selected days and times available and these will be sent out to you with a group supervision agreement.

You must set up and attend your own 1:1 supervision. Your supervisor must provide their details and return the 1:1 supervision agreement to LYC.

If you choose not to attend group supervision, you must make sure all your hours are covered in your 1:1 supervision.

Arrangements must be made to attend a supervision session before counselling with clients commences and the supervisor must complete a supervision agreement form and this must be returned to LYC.



## London Young Counselling Equal Opportunity Policy

The counselling service is fully committed to providing services that are accessible to everyone and recognises that many people may face discrimination.

The service will seek to combat all direct and indirect forms of discrimination through the development of positive policies to promote Equal Opportunities throughout the services recruitment practices and its general work.

The service will aim to demonstrate respect for diversity between groups and individuals, and challenge any discrimination on the ground of: -

Race, sex, national or regional origin, gender, class, marital status, physical disability, mental illness, learning difficulties, living with HIV / Aids, caring responsibilities, political beliefs, sexuality, illness, age, or religious beliefs.

### RECRUITMENT AND SELECTION

- The service will seek to ensure that no applicant receives less favourable treatment due to discrimination.
- The service is committed to ensuring that no person should suffer disadvantage by reason of their different physical, mental or learning abilities, age, religion, political belief, ethnicity, caring responsibilities, marital status, political beliefs, or sexual orientation provided that they have the necessary attributes to do the job.
- It will ensure that the selection criteria will be specifically relevant to the job requirements and measure individuals' actual inherent ability to do the job. They should not contain questions or exercises, which may be familiar and thereby discriminative against applicants from particular groups.
- It will keep selection criteria and procedures under review to ensure that individuals are selected, promoted and treated on the basis of their relevant merits and abilities.

### GENERAL WORK

- The service is committed to ensuring that no affiliated groups and service users will receive less favourable treatment due to discrimination.
- Its staff and volunteers will demonstrate equality of opportunities through their 'day to day practice'.
- Will promote equality and diversity in its work with other agencies and individuals.
- All trainers, facilitators and consultants contracted to work for the service will be required to support our equality and diversity policy.
- We will make every effort to ensure that premises used in relation to its work are accessible and acceptable under the disability discrimination act (1995).



## London Young Counselling **COMPLAINTS POLICY AND PROCEDURES**

**PURPOSE:** The procedure sets out the steps that will be taken when we receive a complaint from users of the service, another organisation or a member of the public. It does not address complaints made by staff or volunteers (see grievance & disciplinary procedures).

### **Making a complaint**

When a service user or other organisation wishes to make a formal complaint about the service the following steps should be taken.

The complainant should be made aware of our policy and procedure.

Verbal complaints concerning waiting or opening times will be treated as informal and outside the scope of this policy. However, it would be worthwhile recording these complaints elsewhere as they may help to address problems and provide a better service.

### **Stage One**

The complainant should be invited to speak to the service manager; this could be done in person or by phone. The service manager will keep a record of the conversation on a Complaints Monitoring Sheet.

At this stage all possible attempts should be made to resolve the complaint, and outcomes given verbally or in writing as appropriate. If the complainant is still dissatisfied then they should be informed of the next stage.

Stage One should be completed within 5 working days.

### **Stage Two**

If they are dissatisfied with the outcome of Stage One then the complainant should be invited to make a written complaint addressed to the service manager.

### **Stage Three**

The service manager will select a panel consisting of the service manager and two members from the School/Agency.

The service manager will notify the panel immediately. The panel will meet as soon as possible to review the events and if necessary seek clarification from all parties involved. The panel will notify the complainant of their decision and reasons within 15 working days of having received the complaint, unless they notify the complainant of any reasons for delay.

The panel's decision is final.

### **Stage Four**

If the complainant is still dissatisfied, they will be informed of the BACP complaints procedure.



## **Redress**

If the Service Manager or Complaints Panel find that the complaint is upheld, redress will be offered to the complainant. In deciding the level of redress the Service Manager or Complaints Panel should make their decision based on the facts of each case and the loss or inconvenience incurred by the complainant.

Options include:

- An apology, written or verbal from the service manager
- An undertaking to review and subsequently report on improving or developing policies/ procedures where these appear to be at fault/ absent;

## **Recording & Monitoring Complaints**

All complaints will be recorded and kept on file.



## London Young Counselling Safeguarding and Child Protection Policy

London Young Counselling's mission is to provide emotional and therapeutic support to young people in schools. Through the process of counselling, young people may discuss experiences or incidents which have happened to them either through verbal disclosure, through play or art therapy or counsellor's may notice a physical sign. London Young Counselling counsellor's recognise their responsibility to keep young people safe and report all forms of maltreatment, neglect, physical abuse, mental abuse, emotional abuse and sexual abuse.

All employees, self-employed, associates and volunteers of London Young Counselling shall make the safety and protection of young people their first priority. We will meet our commitment to making young people safe by making all members aware of Keeping Children Safe in Education and London Young Counselling Child Protection Policy.

### **Definitions:**

*Young People* are people aged 0 to anyone who has not yet reached their 18<sup>th</sup> birthday.

*Staff* are all employees, self-employed, associates and volunteers of London Young Counselling.

### **London Young Counselling will commit itself to:**

- Taking the welfare of the young person as their first priority and reporting any concerns raised during sessions.
- Working with all young people referred to the service regardless of age, disability, gender, racial heritage, religious belief, sexual orientation or identity.
- Understanding that all young people have the right to protection from abuse and will take positive steps to ensure the protection.
- Supporting young people, staff or other adults who raise concerns or who are the subject of concerns.
- Acting appropriately, professionally and effectively in instigating or co-operating with any subsequent process of any investigation.
- Guiding anyone making disclosures or involved with disclosures through the child protection process.

### **London Young Counselling will safeguard young people by:**

- Valuing, listening and respecting them.
- Adhering by safeguarding and child protection guidelines.
- Recruiting volunteers safely and ensuring all necessary checks are made, including DBS.
- Sharing information about the child protection policy with students and staff.
- Sharing information about concerns with agencies that need to know appropriately.
- Providing effective management for volunteers through supervision, support and training.

All disclosures or concerns raised by a young person, either in face to face sessions, video or telephone sessions or chat sessions are all covered by this policy and will be treated the same.

The Children's Act 1989 and 2004 provides the overall framework for safeguarding children and promoting their welfare. The young person's welfare is to be the paramount consideration in all decision making.

Keeping Children Safe in Education 2023 sets out what schools in England must do to safeguard and promote the welfare of young people.

## **Reporting and Recording:**

All London Young Counselling staff will be made aware of the correct way to report and record any safeguarding concerns raised in or outside counselling sessions. All staff will be made aware of the correct safeguarding and child protection contact at the school and will be made aware of the schools safeguarding and child protection procedures.

After each counselling session brief notes will be kept to adhere to the confidentiality agreement and client work will be discussed during their supervision. If a safeguarding case is raised these notes can be called upon if subpoenaed.

Any suspicions regarding a member of staff shall be reported to the Child Protection Officer as soon as possible and an 'At Risk Form' shall be completed.

Any staff who is made aware that an individual is an abuser or has been an abuser, is being abused, suspects that an individual is an abuser, is being abused or is informed that a young person is seriously self-harming or is at risk of seriously self-harming or suicide, will ensure that they make a factual record of the statement given, the accusation made or their suspicions and write this information on the 'At risk form'.

Staff must then report this information to their designated Child Protection Officer both at London Young Counselling and their placement school. Ami Stevens is the Child Protection Office for London Young Counselling and her email address is [schools@londonyoungcounselling.com](mailto:schools@londonyoungcounselling.com).

If all concerns are allayed having consulted with the appointed senior personnel, the staff member with the original concern should file a copy of the 'At Risk Form' with the client record file and forward a copy to the Child Protection Officer. The Child Protection Officer will also complete an 'At Risk Form' with information of what they have heard and from whom. All 'At Risk' forms must be signed and dated.

If following discussions, if there is still cause for concern the Child Protection Officer shall report the person to Social Services and/or the police in order for them to assess the risk and decide on any further action.

In addition, if the concern relates to any staff member (paid or unpaid) they will proceed in line with the Disciplinary Policy.

Where appropriate, a client who has reported information that gives rise to concern that a child or vulnerable adult is being or has been abused by themselves or by a third party, will normally be given the opportunity with support, to help make the disclosure themselves to the statutory authorities. Support and guidance from the Child Protection Officer is available or the Counsellor's Supervisor shall be consulted.

In the event that child protection issues affect a member of a regulated profession, e.g. teachers, medical practitioners, this allegation must be reported to the appropriate authorities. Circumstances may arise whereby the service must report to the police without consulting the client.

**It is the responsibility of the person to whom the disclosure is made to follow the procedure and share information regarding the disclosure to ensure the right measures are taken to make safe any young person.**

## **Online counselling sessions:**

Where counselling sessions are being held online between counsellor and client the Safeguarding and Child Protection Policy must be followed in the same way. All online sessions whether, video, telephone or messenger will be done via Zoom, the BACP approved online platform.

All counsellors must take responsibly to continue to look out for signs that a young person might be at risk and should any concerns arise, record and report them the same as if they were carrying out a face to face session. Where online sessions are being carried out, parents or carers consent must be gained and communication should be carried out to ensure the parents and carers are aware of the importance of being safe online, what platform is being used for the sessions and who the young person will be interacting with.

Counsellors should use a confidential email address and should not give out personal telephone numbers.

## **Confidentiality:**

Once counselling sessions start with a young person, in the initial session the counsellor must explain and make the young person aware of the confidentiality policy and agreement. Counsellor's must explain that all sessions are confidential, however, if the client is at harm, a harm to themselves or harm to someone else then the counsellor must report this to the safeguarding and child protection lead. It is then up to the young person to choose what they discuss in assessment and in sessions.

## **Safe recruitment:**

To safeguard young people from harm from those placed in positions of trust or care we ensure the following steps are taken before any direct work with young people is started:

- An application form has been submitted and a face-to-face interview conducted.
- An enhanced DBS clearance has been carried out for working with young people and will be updated on a three yearly basis or registered with the update service.
- Two satisfactory references have been returned.
- Copies of all counselling qualifications have been received and/or a letter from a tutor/college to confirm their place on a counselling course.
- London Young Counselling Handbook Agreement and Confidentiality Agreement have been signed and returned.
- Keeping Children safe in Education and Document training agreements have been signed and returned.
- Group or individual Supervision Agreements have been signed and returned.