



**South East Fermanagh Foundation**  
*Supporting Victims & Survivors, Strengthening Communities*

## **Consent and Confidentiality Form/Agreement to Counselling**

All counsellors within SEFF are qualified, experienced, and accredited or actively working towards accreditation.

All counsellors/Therapists adhere to their professional codes of ethical practice laid out by their regulatory body, which respects the rights, autonomy and choices of client(s). SEFF is an accredited Counselling Service with the BACP (British Association of Counselling and Psychotherapy).

SEFF may offer up to 12 sessions, reviewed on a session by session basis. Your counsellor will carry out a 6-weekly case review. If an extension is required beyond 12 sessions, your counsellor will discuss this with you and the Clinical Team in advance.

SEFF will make reasonable attempts to re-engage using your preferences if we lose contact with you - our contract/agreement will end if contact is lost.

Any disputes will be considered within the legal systems and jurisdiction of SEFF.

Contact with your Counsellor between appointments should be for the purpose of rescheduling only (unless otherwise preagreed), and via contact methods agreed with your Counsellor. SEFF do not offer a crisis support service; should you need support in the interim we encourage you to contact your GP, or in the case of an emergency, contact emergency services or Lifeline on 0808 808 8000 or, if in GB, the National Suicide Helpline on 0800 689 5652. **Confidentiality**

As your practitioner, I will not pass on information about you to anyone outside of SEFF without your consent subject to the following exceptions:

- To ensure that we continue to operate in accordance with the law. For example, if you, or another clearly identified individual, disclose that you have committed a serious criminal act.
- Where the information you provide may cause serious harm to yourself or others.
- Your practitioner may discuss your case in an anonymised way with their Clinical supervisor
- On receipt of a court order to disclose notes/data, SEFF must comply. We will attempt to inform you beforehand if this is to happen.
- To comply with Safeguarding legislation (i.e., where you disclose information regarding the safety or vulnerability of a child(ren) or adult(s). In the situations above, we may have to inform a relevant support agency (e.g., your GP; Social Services or the Police service).
- Should your counsellor become unwell or permanently unavailable a member of SEFF's Clinical Team will act as your Counsellor's named Trustee. This may include you being contacted, reallocated to a different counsellor or supported to make alternative arrangements if necessary. **Record keeping**

SEFF operates in line with the General Data Protection Regulations 2018 and the Information Commissioner's Office), this means we treat your information with respect and in accordance with the law.

We keep digital records of your contact details and counselling/therapy sessions. These are maintained in a confidential and secure manner by your Counsellor on a secure cloud-based server. Each client is given a unique reference code to help protect their anonymity.

In keeping with data protection legislation, you can ask to receive a copy of your counselling records at any time. We would ask that if you wish to do this, you put your request in writing to the Clinical Team, who will aim to respond to this within 28 days. For further information please see the provided SEFF Privacy and Data information for clients leaflet.

### Releasing information

If another SEFF service asks for information about your counselling, we will ask for your permission in writing before sharing it. You can see any report or information we hold before we share it. You can withdraw your permission at any time.

### Compliments and Complaints

Please do let us know what you think of the service you receive. If you are not happy with your counselling, it is your right to make a complaint. SEFF's process for raising a complaint is as follows:

- In the first instance, we encourage you to seek to resolve matters with the Counsellor/Therapist concerned.
- If this is not possible, please inform SEFF's Clinical Team in writing as soon as possible after the incident. You will receive written confirmation of receipt of your complaint, which will then be investigated by the organisation usually within 14 days.
- If this does not address the issue you can speak to, or alternatively, write to SEFF's Director for resolution. The Director would reserve the right to also liaise with SEFF's Management Board.
- You may be invited to attend a meeting to discuss your complaint or to enable us to gather more data. Once the investigation is complete, you will be informed of the outcome in writing. **Attendance & Cancellations**

Your appointment time is kept for you. If you cannot attend, please contact your Counsellor if you have their contact information, or the SEFF office as soon as possible on 028 677 23884.

For counselling to be effective, you need to attend regularly. Should you miss three appointments, the counselling service will usually be withdrawn. If you cancel with less than 24 hours' notice **OR** do not attend appointments (3 in total), you may not be offered any further appointments. You are free to leave/terminate this contract at any time. Your practitioner will aim to give you as much advance notice as possible if they need to cancel/reschedule.

### Safety Contacts

GP NAME..... Tel Number:.....

Practice/ Surgery Address: .....

Emergency Contact name/R'ship: ..... Telephone number:.....

### Agreement

I agree to my data being used in an anonymised way for research purposes i.e. my sex; age; psychometric scores; presenting issues (bearing in mind confidentiality). **Yes No**

I agree for messages to be received via answer machine, text and or email.

Yes No

I consent to be contacted after the completion of counselling for evaluation purposes.

Yes No Signing this means

**you have read and**

**understood its contents, and the Counsellor has explained the contents of the agreement to you, in addition to providing you with SEFF's Privacy and Data Information for Clients.**

CLIENT	PRACTITIONER
Name:	Name:
Signed:	Signed:
Date:	Date:

\*telephone or online sessions are 'signed with verbal agreement' written/dated above.

\*\*the clinical team must be consulted prior to a change of modality ie F2F, Tele or online therapy.

## SEFF Privacy and Data information for Clients

Your privacy is very important to SEFF and you can be confident that your personal information will be kept safe and secure and will only be used for the purpose it was given to us. We adhere to current data protection legislation, including the General Data Protection Regulation (EU/2016/679) (GDPR), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Personal and sensitive information is confidential and will not be disclosed or discussed with anyone without express permission from the Clinical Lead/Team and consent from the client (except in situations where you or others are at significant risk of harm or we are legally obliged to share information). Care shall also be taken to ensure that unauthorised individuals do not overhear any discussion of confidential information, and that documents containing confidential information are not left open or inadvertently shared (including online or digital storage).

In the event that they cease service delivery for SEFF, therapists/practitioners are in agreement to return materials containing confidential information at the time of separation or expiration of service. Unauthorised disclosure of confidential information is a serious violation of SEFF policy.

### What is personal/sensitive data?

At SEFF we will collect personal information or data for the purposes of best service delivery and this means any information that refers to or identifies a person. Data collected can include (*but not limited to*): name, address, date of birth, age, gender, employment status, demographic information, email address, telephone number(s), personal description, health information, ethnic origin, religious or similar beliefs, physical or mental health, criminal history or convictions.

### Your data protection rights

Under data protection law, you have rights including:

- Your right of access - You have the right to ask us for copies of your personal information.
- Your right to rectification - You have the right to ask us to rectify personal information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.

- Your right to erasure - You have the right to ask us to erase your personal information in certain circumstances (please note that if we are requested by you to destroy any data we possess regarding your case, we would be unable to provide any form of supporting information in the future to third parties at your request)
- Your right to restriction of processing - You have the right to ask us to restrict the processing of your personal information in certain circumstances.
- Your right to object to processing - You have the right to object to the processing of your personal information in certain circumstances.
- Your right to data portability - You have the right to ask that we transfer the personal information you gave us to another organisation, or to you, in certain circumstances.
- You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

### **Storage, retention and destruction of Clinical Records**

Any information gathered by therapists/practitioners in the course of their work and stored digitally on SEFF's secure cloud-based system is subject to General Data Protection Regulation (GDPR). SEFF's therapists/practitioners are aware that they must encrypt/password protect any sensitive information/records gathered for the purposes of delivering a therapeutic service to clients. Therapists/practitioners are required to maintain accurate Clinical Records of sessions with clients; these are anonymised with use of a client code, encrypted/password protected and returned to SEFF for retention on our secure cloud-based storage upon the closure of a client's Talking Therapies service.

To monitor outcomes and service delivery SEFF use a secure database known as COREnet. Your therapist will complete a survey with you each week and this data is entered on the COREnet system. Some additional anonymised information is added and may be utilised by SEFF's primary funder for the purposes of monitoring our service delivery.

In some cases, where it is deemed necessary or supportive for a client, the therapist/practitioner may consult with the Clinical Team; in such cases they will always aim to obtain consent from the client beforehand (except in situations where it is clear that there is a legal responsibility not to disclose this to a client, or if there is an immediate risk of harm to self or others).

For the purposes of continued service delivery from SEFF's range of services, and ability to respond in the event that you would request your clinical records in future, clinical records will generally be retained for a period of 7 years after case closure. After this period the records will be reviewed and destroyed unless we have been instructed to continue to retain them by law.

### **Disclosing and sharing information**

When we allow third parties acting on behalf of SEFF to access your information, we will always have control of what they see, how long they see it for and what they are allowed to do with it. This sharing of information will ordinarily be with your informed consent unless we are obliged by law to share information regardless.

Where necessary we may share the anonymous personal data we collect and process with: SEFF partnerships such as the Regional Trauma Network for the purposes of demographics, research, or for your referral to their services with your consent; third-party research organisations. Also, under strictly controlled conditions, we may share personal data with: Contractors/ Consultants; Service providers; and Funding bodies.

We may also disclose your personal information to third parties in order to comply with a legal obligation; this includes exchanging information with other companies and organisations to protect against fraud.

### **Acknowledgement and ownership of data**

We process client information in order to effectively deliver SEFF services. By reading and acknowledging this policy, you have confirmed that you understand how and why we collect and utilise information, and that you agree to it's contents as a therapist/practitioner and client of SEFF. SEFF as an organisation maintains ownership of any data gathered (inclusive of Clinical Records) by therapists/practitioners. All therapists delivering services for SEFF have confirmed via their Service Level Agreement that all materials/records produced in the course of their service to clients will be returned for secure data retention to the Clinical Team, and that they maintain no ownership over said data, and as such retain no copies.

### **Concerns or queries:**

Should you have any concerns or queries regarding the processing, sharing of retention of your personal data, or if you would like to raise a complaint regarding personal data, please contact SEFF via telephone, email, or in writing to:

South East Fermanagh Foundation

1 Manderwood Pk,

1 Nutfield Road,

Lisnaskea

BT92 0FP

Telephone: 028 677 23884

Email: [info@seff.org.uk](mailto:info@seff.org.uk)



**SEFF**  
SOUTH EAST FERMANAGH  
FOUNDATION



**Accredited  
Service**