As an Affiliate Counsellor working for the Ladder Group I agree to adhere to the following terms:

1. To have and maintain a recognised qualification in counselling or psychotherapy and will be registered with the British Association of Counselling and Psychotherapy (BACP) or equivalent membership body. (You must provide the Ladder Group of evidence of this which we will hold on our files for the time you are working with us).
2. At all times adhere to your professional bodies Ethical Framework.
3. To adhere to my professional bodies CPD requirements in support of my work with the Ladder Group. The Ladder Group will provide training for its colleagues to this effect.
4. To attend regular clinical supervision in accordance with my professional bodies’ minimum requirement of 1.5 hours per month or equivalent.
5. To always work in line with the Ladder Group’s professional standards and expectations herein.
6. To adhere to all the Ladder Group’s policies and procedures as detailed on the website at www.theladdergroup.net.
7. To adhere to the Ladder Groups referral and contracting policies and procedures with all clients before engagement within which are defined clear goals and clinical boundaries, in accordance with the Ladder Group’s Client Contracting Policy.
8. Not solicit client’s services during or after the allocated number of sessions.
9. Agree to ensure integrity and professionalism is maintained within the counsellor-client relationship. Examples of this include but are not limited to;
   1. ensuring that sessions take place within an appropriate environment and restraining from the use of personal disclosures e.g. personal information or the use of mobiles, or other electronic devices, during sessions unless causally linked to the therapeutic intervention. If you do use your personal mobile, ensure the number is withheld.
   2. Informing your clients, their referring organisations and the Ladder Group leadership of any absence on your part, in good time, in writing (e.g. email or text) so that appropriate and safe arrangements can be made for all parties.
10. Agree to comply with any reasonable instructions pertaining to a case that are issued by the Ladder Group leadership.
11. Ensure any notes are kept confidential and secure by entering them onto the Ladder Group’s Information management systems (G suite and MYMUP) within 48 hours of each session or meeting.
12. Any client or case concerns/enquiries, with particular emphasis on safeguarding, to be swiftly escalated to an appropriate member of The Ladder Group.
13. Not to record any sessions with clients, either by way of video or audio device without their prior agreement and the written consent of both the client and The Ladder Group.
14. Notes are kept in a confidential place, password protected on a computer/locked in the cabinet. Ensure secure disposal of all session notes and records after a session has concluded (unless otherwise required by law).
15. To allow The Ladder Group to complete Disclosure & Barring Service (DBS) checks as may reasonably be required.

**Affiliate Counsellor documentation**

In the interest of safeguarding both its colleagues and it clients The Ladder Group adheres to the highest standards of safeguarding practice. To this effect all colleagues are recruited under the guidance of Safe Recruitment guidance. Referral of clients to Affiliate Counsellors is strictly subject to the provision of:

|  |  |
| --- | --- |
| 1. A completed application form |  |
| 1. References from 2 recent and appropriate referees. |  |
| 1. Evidence of qualifications |  |
| 1. BACP and other professional body certificates (if applicable) |  |
| 1. Evidence of an appropriate environment to practice from where appropriate. All premises are inspected and checked for compliance with Fire and H&S regulations to public access standards before agreement and evidence of personal liability and insurance etc. |  |
| 1. Evidence of upto date online DBS. |  |
| 1. Evidence of upto date safeguarding training certificate. |  |
| 1. Evidence their registration with the ICO, as a self-employed Data Controller (if appropr.). |  |

Affiliate counsellors are responsible for providing the above and any updated documentation upon the above’s expiration. Failure to do so will result in the suspension of referrals until valid documents have been provided.

**Confidentiality**

In the provision of counselling services Affiliate Counsellors will become aware of confidential information which includes, without limitation, service user data, information relating to the business affairs, services, operations, plans or trade secrets (including policies and procedures, all documentation and training resources) of The Ladder Group. Both parties agree to keep all confidential information, documents and/or other matters arising or coming to their attention in connection with this engagement confidential and not at any time for any reasons whatsoever to disclose them or permit them to be disclosed to any third party except:

1. as permitted hereunder to enable The Ladder Group to carry out its duties and obligations under this agreement; or,
2. as required by law where there is a risk of harm to self or others, adult or child safeguarding concerns, or other mandatory reporting requirement in accordance with The Ladder Group’s values and professional standards.

**Data Protection**

The Ladder Group takes the protection of its clients, affiliates, and employee’s data very seriously and expects that all of those working with them maintain to the same high standards. In this regard, both The Ladder Group and the Affiliate Counsellor acknowledge their respective responsibilities under the General Data Protection Regulations ***(GDPR)*.** Further information about your own compliance with the GDPR is available through the ICO on the following website: <https://ico.org.uk>

In the provision of counselling services to clients:

The Ladder Group is the Data Controller for all notes, files, records, recordings, transcripts and other personal data collected or generated in the course of providing the services and the Affiliate Counsellor is a Joint Data Controller in their capacity of providing professional services.

**The Affiliate Counsellor shall:**

1. Only process data for the purpose of performing its obligations under the Terms of Engagement and in accordance with any instructions received from The Ladder Group from time to time.
2. Implement appropriate technical and organisational measures to protect such data from unauthorised or unlawful processing, accidental loss, or destruction of or damage to the data.
3. Not process any of the data outside of its work on behalf of the Ladder Group without prior written consent.
4. Pass all access requests received from clients relating to that data promptly and in any case within 24 hours to The Ladder Group.
5. Provide such reasonable assistance as may be requested in order to comply with any subject access request and/or respond to any enquiry made or investigation or assessment of processing initiated by the Information Commissioner in respect of the data.
6. Additionally, immediately, notify The Ladder Group within 24 hours if any data breach becomes apparent.
7. Register with the ICO, as this is a requirement per the terms of being a self-employed Data Controller. Please visit [www.ico.org.uk/register](http://www.ico.org.uk/register)

The Affiliate Counsellor must ensure that all case notes are kept in a safe and secure place. Any request from a client to access their data should be considered as a Subject Access Request, The Ladder Group will take responsibility for responding to such requests therefore require notification of such at the earliest opportunity.

**Privacy**

In becoming an Affiliate Counsellor for The Ladder Group I agree to the storage and use of my contact details and documentation for the purpose of the provision of face to face and online/telephone counselling services to its clients. Upon acceptance of a case, I agree for my name and contact details to be shared with the relevant client for the purpose of arranging counselling support.

**General**

1. The Ladder Group reserves the right to suspend referrals to, or remove from the network, any affiliate that breaches these terms of engagement.
2. If required, The Ladder Group may refer suspected breaches or breaches of the professional bodies Ethical Framework or Terms of Engagement for investigation.
3. The Ladder Group does not make any commitment to provide a minimum number of client referrals for counselling.
4. The Ladder Group remunerates its affiliate counsellors at:
   1. £35/hour (with appropriate graduate/post graduate level qualification at 2.1 or above, and +3 years FT, or equivalent, relevant experience) or £15 for a scheduled but missed session (DNA).
   2. £25/hour (with appropriate under-graduate, e.g. diploma, level qualification and +3 years FT, or equivalent, relevant experience) or £10 for a scheduled but missed session (DNA).
   3. £5/completed session, towards its colleagues’ supervision, admin & travel costs etc.
   4. Invoices must be submitted at the end of every month using QuickBooks. We aim to settle invoices within 5 working days.

I agree to the terms set out in the contract above:

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| --- | --- | --- | --- |
| Name |  | LG rep |  |
| Sign |  | Docs checked |  |
| Date |  | Date |  |
|  |  | Signed |  |