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# Contracting: Employee Counselling Services

## Introduction

The provision of an employee counselling service can be beneficial both to the employee and their organisation. The employee can access confidential counselling that is quickly available, and which aims to alleviate distress within a brief therapy timeframe. Such services can take the pressure off managers by providing staff with timely support to help with a variety of situations and can contribute to the organisation's reputation as a caring employer. However, the provision of an employee counselling service is not without difficulties. Potential conflicts of interest between stakeholders – agency, counsellor, client and employer – can occur, and to manage these an appropriate contract is created to which all parties agree.

The purpose of this article is twofold. Firstly, I hope to raise awareness of the importance of workplace counselling services and the challenges that can arise in the provision of these services. Secondly, my aim is to contribute to the ongoing practitioner debate on how we can optimise the client experience through contractual arrangements that outline the rights and responsibilities of all parties.

## The rising importance of workplace counselling

Recent figures reported by the UK Health and Safety Executive (2017) have demonstrated that work related stress, depression and anxiety were the reasons for 40% of work-related ill health cases and accounted for 49% of days lost due to sickness absence. Greater awareness amongst employers of the negative effects of work-related stress in terms of employee wellbeing and reduced productivity has led to an increasing interest in wellbeing initiatives that tackle emotional and mental health in

the workplace. Moreover, according to Dyer (2002), in recent decades there has been a rapid increase in compensation claims made by employees suffering from stress in the workplace. The cost of work-related stress to the individual and the employer has contributed to a rise in the provision of counselling to employees with figures in the UK and USA showing that counselling is offered by over 75% of medium to large size businesses (Carroll and Walton, 1999).

## Evidence for the effectiveness of employee counselling

A systematic review conducted by (McLeod, 2010) exploring the efficacy of counselling in the workplace strongly suggests that provision of an employee counselling service is generally effective in ameliorating employee symptoms of stress, anxiety and depression, and can be an effective intervention for employees struggling with issues such as drug and alcohol addiction and occupation post-traumatic stress disorder. Moreover, in addition to improving employee psychological health and wellbeing this review indicates a positive contribution to organisational indicators such as reduced sickness absence (20 - 60%), more positive work attitudes and enhanced performance at work.

## About Rowan Consultancy

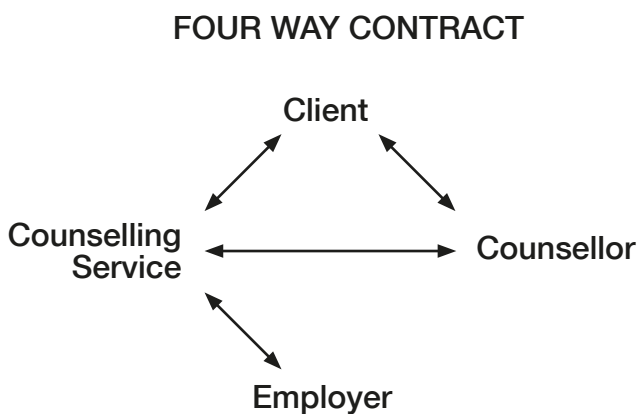
The experiences of contracting I'll share are due to being both the practice manager and a counsellor at Rowan Consultancy. Since 1997 Rowan has offered professional support and opportunities for development and growth to organisations across Scotland.

Rowan provides workplace counselling for a wide range of private sector companies and organisations such as universities, schools and housing associations. Rowan is a generic service

and counsellors are qualified and experienced in working with clients struggling with a variety of difficulties including stress, anxiety, depression, trauma and abuse, anger, bereavement and relationship issues.

### Rowan Contracting

There is a four-way contract between the counselling service, employer, individual counsellor and the client. The rights of all parties need to be recognised and the counsellor/ counselling service often needs to manage conflicting interests.



### Why is contracting important?

The working relationship between all the stakeholders begins with the contract. The contract clarifies expectations, establishes boundaries and outlines rights and responsibilities. It is essential that the agreement be clearly understood by all parties involved. Rowan is a COSCA-recognised organisation. Contracts with all parties are underpinned by the values and principles outlined in the COSCA (2014) *Statement of Ethics and Code of Practice*. Contracts aim to ensure that the counselling process and referral procedures will be performed in a way that ensure client and counsellor safety and that good practice guidelines are followed. According to COSCA, essential elements of a contract are that it outlines terms, conditions and methods of practice, the extent of confidentiality, duration and nature of the work, including any possible limitations, preferably in a written format. The contract will also outline the fees, including how different circumstances will affect charges (such as missed or cancelled sessions).

### Contracting with the client

At the first appointment the counsellor discusses with the client Rowan's terms and conditions including: policies regarding privacy and confidentiality, record keeping, payment for sessions and our 24-hour cancellation policy. Recent changes in General Data Protection Procedures (GDPR) require that we gain the client's explicit consent to hold personal and sensitive data (case notes, assessment information). Rowan sends the client contractual information, via e-mail, prior to the first appointment along with our GDPR compliant privacy notice explaining our data protection procedures. The client then signs consent for us to process their data at the initial appointment.

During the initial consultation the counsellor will discuss with the client that there will be no reporting back to their employer without their written informed consent. These conversations aim to equalise the power in the counselling relationship and reassure clients that the counsellor is acting on their behalf with a degree of independence from their employer.

### Contracting with the employer

One of the most challenging areas of contracting with the employer involves clarifying expectations regarding privacy and confidentiality. Employers are often concerned with budgets and want to make sure that they are getting value for their investment. Initially employers may request regular reports on the client's progress. Such a request can conflict with the client's right to privacy and confidentiality.

An initial conversation with the employer provides an opportunity to raise awareness. Employers are usually unaware that counselling is more likely to be effective when the client is offered a private and confidential therapeutic space where they can share sensitive material with their counsellor, which will not be reported back to the employer. In most cases the employer is reassured and happy to proceed when they understand that privacy and confidentiality for the client is more likely to lead to a good return on their investment. A written contract explaining that the content of employee sessions is confidential and will not be communicated to them (without the client's informed consent) is then signed before service provision can proceed. Other essential elements of the contract are that

it clarifies referral procedures and the number of sessions offered. Most of the organisations Rowan works with opt for a self-referral contract, which allows employees to access the service without the requirement to disclose to the employer that they are struggling, reducing barriers to access. However, some organisations opt for management referral. In all cases the contract allows Rowan to provide up to six sessions. Counselling extensions are only requested in exceptional circumstances.

### Client informed consent

Rowan uses a standard form that a client signs prior to sharing information with another party such as the employer or GP. Two common reasons are: justifying counselling extensions beyond the usual six and the client has requested a letter or a report to be written by the counsellor on their behalf. The client will review any letters or reports and will give permission prior to their being sent.

### Case study

The following fictional case has been developed to illustrate the difficulties that agencies regularly face in holding the boundaries of the contract with employers.

John, a residential care worker, has been signed off work due to stress and anxiety. For several months John has been late for work, angry and irritable with colleagues and his manager has noticed his inability to make decisions. His manager has recommended that he take time off work during which he seek help from the workplace counselling facility, which the company will pay for.

A challenge to the contract consisted of a phone call to the agency from John's boss asking whether John is currently in counselling and, if so, has been attending regularly and whether he is making satisfactory progress. To further complicate the issue, John's manager reports that attendance at counselling is a condition of John resuming work, but he admitted that he had not communicated this adequately to John. The manager requests that the counsellor provide them with a written report, which will help them to assess suitability for John returning to work. As the agency manager without a clear contract in place my initial apprehension and discomfort in responding to a request such as this

would be difficult to manage. The agency has an obligation to the employer to provide a service that improves staff wellbeing. In addition, I want to be as helpful as possible to the employer who is footing the bill. Moreover, the agency has a contract with the client, which specifies that any material shared by the client with the counsellor will be kept in the strictest confidence excepting when the client is in clear and present danger. This contract with the client conflicts with the demands of employer for information regarding attendance and progress. I'm faced with a dilemma and need to consider the pros and cons of asking for John's permission to provide a progress report.

In this case I decide to remind the employer that counselling is more likely to succeed when the client is free from external pressures and that all parties are committed to working in a way that will result in a satisfactory counselling outcome. I raise awareness with the employer that we would require John's written consent to provide a report and that while I could ask the counsellor to discuss this with John, that this might negatively impact on John's ability to make use of counselling. With John's boss I discuss ways that he can communicate the employer's conditions and expectations to John and how they could keep abreast of John's progress through personal interactions with him. I communicate empathic understanding of the employer's concerns while holding the boundaries imposed by the contract.

### Conclusion

Research (McLeod, 2010) strongly indicates that workplace counselling can be an important means of employee support and that clients appreciate being able to access counselling with more than 80% of client's reporting either being "satisfied" or "highly satisfied" with services provided. My belief in the efficacy of workplace counselling has been strengthened not only by my own experiences, but also due to the confidential feedback Rowan received from clients who have reported benefits from using our service.

Clear contracting from the outset is vitally important as this clarifies boundaries and expectations for all parties involved and it is essential for agencies aiming to provide a therapeutic environment that is most likely to lead to satisfactory counselling outcomes.

Contracting is an evolving process and the contract can be reviewed when requests for information are made or when the agency request counselling extensions from the employer or write reports on behalf of the client. At Rowan we are aware that contracting is far from straightforward and this is an area we continue to review so that we maintain high levels of professional practice.

## Biography

Ashleigh Cormack MBACP (accred.) is Head of Counselling at Rowan Consultancy. For further information on Rowan services see: [www.rowan-consultancy.co.uk](http://www.rowan-consultancy.co.uk).

Ashleigh is an integrative counsellor who also has a small private practice working with both adults and young people (11 years and over). Web: <http://ashleighcormack.vpweb.co.uk/>

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