

# Client-CSCD Contract: General Terms and Conditions

Dear Client

This document sets out the general conditions governing the CSCD's assistance. Undersigning these conditions does not constitute informed consent to any specific intervention. The support that you need or seek will determine whether informed consent is required, and you give ad hoc consent at each visit if applicable.

## 1 | INFORMED CONSENT

Informed consent is required for any support provided by the healthcare professional at the CSCD. Students' individual rights oblige the Centre to discuss relevant clinical aspects, financial implications, diagnostic processes and the different support options available. Clients have the right to withdraw their informed consent at any stage and refuse any support that the Centre advises. Should support include referral to other healthcare professionals, clients have to provide informed consent for the particular treatment and fee policies of such professionals. The client hereby consents to clinical information being exchanged among all healthcare professionals involved or referred to.

## 2 | INTAKE AND REFERRAL PROCEDURES

When a client requests services from the CSCD, a brief screening session will be scheduled with a registered counsellor or psychologist. The session will take place on the day of the request for services or as soon as possible thereafter. The screening may take no longer than a few minutes and is used only to gain a broad understanding of the presenting problem. The client will be assigned to a psychologist, social worker, registered counsellor, psychometrist or group therapy, or referred to a more appropriate service provider. This decision is based on the information obtained from the screening session and various other factors (e.g. the length of the waiting list or the resources available at the time). The length of the waiting list and the approximate waiting period will be discussed with the client, and information about alternative support services will be provided.

## 3 | THERAPEUTIC VS ASSESSMENT SERVICES

The CSCD also provides therapeutic services in the form of short-term individual psychotherapy and group interventions. Therapeutic services always include psychological assessment to determine symptoms, underlying issues, relational dynamics, et cetera. Interventions by social workers are chosen according to the specific matter and the client's needs and social problems, which the CSCD social worker determines by means of a psychosocial assessment. The Centre's Unit for Academic Counselling and Development conduct brief educational assessments along with career assessments. Services **do not** include assessments for the purposes of providing reports (psychological, forensic, neurological, etc.).

## 4 | PROVISION OF LETTERS AND REPORTS

The CSCD issues letters (including sick notes) to clients only in exceptional circumstances and always at the discretion of the psychologist, registered counsellor, social worker or psychometrist concerned. Should a healthcare practitioner form the opinion, in the course of the treatment process, that a client's psychological problems probably influenced their academic performance, the practitioner may decide to provide them with a letter to that effect. Of course, if only one or a few therapy sessions have taken place, it is unlikely that the healthcare practitioner would feel sufficiently informed to offer a conclusive or professional opinion. In such cases, standard practice is not to provide letters to clients. Clients may, however, request a note stating the dates on which they attended sessions.

## 5 | FEES AND APPOINTMENTS

CSCD services are provided **free of charge**. Some costs may be involved if the healthcare practitioner should recommend further psychometric assessment (e.g. career assessments). However, the Centre will discuss this with the client and obtain informed consent first.

It is the client's responsibility to reschedule follow-up sessions as soon as possible, especially if they cannot attend a session or missed it for some other reason.

## 6 | CONFIDENTIALITY

The CSCD functions according to the principles of ethical practice of the following **professional bodies**:

- Health Professions Council of South Africa (HPCSA), and
- South African Council for Social Service Professions (SACSSP).

**The following national legislation also applies:**

- Constitution of the Republic of South Africa, 1996 [www.gov.za/documents/constitution-republic-south-africa-1996](http://www.gov.za/documents/constitution-republic-south-africa-1996),
- Health Professions Act 56 of 1974 [www.hpcsa.co.za/Legislation](http://www.hpcsa.co.za/Legislation),
- Protection of Personal information Act 4 of 2013 <http://www.gov.za/documents/protection-personal-information-act>,
- Promotion of Access to Information Act 2 of 2000 <http://www.justice.gov.za/legislation/acts/2000-002.pdf>,
- Protection from Harassment Act 17 of 2011 [www.justice.gov.za/forms/form\\_pha.html](http://www.justice.gov.za/forms/form_pha.html), and Criminal Law (Sexual Offences and Related Matters) Amendment Act 32 of 2007.
- Code of Good Practice on Handling of Sexual Harassment Cases in the Workplace, 2005 <http://www.gov.za/documents/employment-equity-act-code-good-practice-handling-sexual-harassment-cases-workplaces>.

Respecting clients' right to confidentiality forms the pillar of ethical conduct at the CSCD. Staff who are not registered with a professional body (e.g. reception and administrative staff) commit to confidentiality by signing an official agreement in this regard. The after-hours crisis service is provided by a third-party service provider (currently ER24) whose counsellors are also bound by confidentiality agreements.

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The Centre always treats clients and their information with respect and confidentiality. This means that no-one – including parents, relatives, lecturers and other third parties – will be notified that a client has made use of the CSCD's services or be able to access the information that the client shared with a CSCD practitioner. Exceptions would be made if a client poses a risk to themselves or others (e.g., exhibiting suicidal tendencies or psychosis) or discloses information related to sexual offences. It is essential to acknowledge that the Criminal Law (Sexual Offences and Related Matters) Amendment Act 32 of 2007 places a legal duty on every individual in South Africa to report any knowledge of a sexual offence, as mandated by law. The HPCSA also sanctions deviation from the ethical rules in such instances.

Confidentiality is an important principle that is always to be respected by both client and practitioner in any therapeutic or counselling relationship. Clients should not feel compromised by having made use of the CSCD's services. While the Centre will maintain confidentiality in group settings, among other things by requiring all participants to sign a confidentiality agreement, the CSCD cannot be held accountable for the actions of individual participants.

## 7| RECORD-KEEPING

All confidential matters are treated with the utmost care. Clients' records (e.g. biographical details, process notes, reports and letters) are stored on HealthOne, an electronic database designed specifically for this purpose. The CSCD has implemented every possible measure to ensure the safekeeping of records, including password-protecting access to the database. The Centre retains electronic records for six years, after which they are destroyed.

Records are kept of each session, including a record of non-attendance. ER24 provides the CSCD with a confidential report after each session with a client of ours. These reports are also stored securely on the HealthOne database.

## 8| THIRD-PARTY REQUESTS

Clients may be referred to the CSCD by lecturers, parents, family members and significant others, but the right to consent to or refuse the CSCD's services remains that of the client. Referral by a third party confers on them no right to a client's information. Access to information is allowed only with the client's written informed consent. Interpreters (such as South African Sign Language interpreters) are bound by their ethical codes when in therapeutic context with a student.

### 8.1 If the client grants consent

Before information is shared, the client will be afforded the opportunity to peruse it in the presence of the

therapist or practitioner. Should a third party request information regarding mandatory counselling, the principle of transparency applies: The third party must inform the client from the outset that it will be requesting selected information from the CSCD, and must therefore ensure that the client be fully aware of its relationship and communication with the CSCD. Information will be shared on a need-to-know basis in accordance with the purpose for which it is requested.

### 8.2 If the client does not grant consent

Should a client refuse consent, no information will be shared with any party. However, should the CSCD be subpoenaed by the court, the client must be informed that the Centre is going to provide information under duress. Should the CSCD deem it necessary in light of the nature of the problem, it may contact, notify or share information about students with a third party (e.g. where a student struggles to communicate with a practitioner). Nonetheless, this will be done only after the student has been consulted and has consented in writing.

### SIGNATURES (Please tick the appropriate box[es].)

I hereby acknowledge that I have read the above information and that I understand it. Also, I have had the opportunity to ask questions before I signed below and I declare that all information submitted by me is true and correct. I understand that I am legally bound by the provisions of this contract.

- ☐ I hereby grant the CSCD permission to obtain appropriate information concerning myself from relevant other persons and institutions.
- ☐ I hereby grant the CSCD permission to share my information with relevant third parties.
- ☐ I hereby grant the CSCD permission to use my de-identified information for epidemiological research or Centre business planning, and to pass such information on in de-identified format to third parties for further processing.
- ☐ I agree that, should I miss an appointment with my healthcare practitioner, I will reschedule within 24 hours. Failure to do so will result in the intervention being terminated, and I would have to wait for the next available appointment.

.....  
Student Date

.....  
Student Name (Print) Student number

### NOTE:

- The CSCD performs no forensic assessments.
- Clients' information will not be disseminated for research purposes without their written consent and formal ethics clearance.