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**Placement Agreement for Counselling & Psychotherapy Practice**

This Agreement is dated and made between:

1. The University of Leeds

and

1. ……………………………………………………(Name of Organisation)

Date of Agreement: / /

**Background**

The University teaches students in counselling, psychotherapy and supervision. Students are required to undertake practice in these disciplines external to the University and as part of their programme of study.

1. The Organisation provides counselling and/or psychotherapy and/or supervision of these disciplines in clinical practice.
2. The parties wish to collaborate in providing experience and access to clinical practice to students in the area/s named above.

**It is agreed that:**

1. In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:

**DBS** Disclosure and Barring Service

**Placemen**t A process whereby a Student spends an agreed period of time at the Organisation’s premises, obtaining practical experience as a counsellor and/or psychotherapist and/or supervisor of these disciplines.

**Students** Postgraduate students of the University on a programme in counselling and/or psychotherapy and/or supervision of these disciplines, whether full-time or part-time, placed within the Organisation.

1. This Agreement shall commence on the date hereof and shall continue unless terminated in accordance with the terms of this Agreement. This Agreement shall apply in relation to each Student on a University programme in counselling and/or psychotherapy and/or supervision of these disciplines.
2. This Agreement should be read in conjunction with the University’s *Guidelines for Student Counselling and Psychotherapy Practice and Supervision* appended to this Agreement as Appendix 1 which may be amended from time to time. The Organisation agrees (in its capacity as a practice provider or practice setting) to deal with each Placement and Student in a manner consistent with such Guidelines.
3. The placement organisation agrees with the aims and philosophy of the course as stated in appendix 2.
4. A Placement shall not create an employment relationship between the Student and the Organisation. The Organisation shall be under no obligation under this Agreement to pay travel or subsistence expenses to Students.
5. For the avoidance of doubt, once the Placement has expired, the Organisation shall be free to offer employment to the Student to commence on completion of the programme. The terms of any such appointment are a matter for the Organisation and the Student and this Agreement shall have no relevance.
6. It is the responsibility of the University to ensure that all necessary criminal record checks have been undertaken. Checks on Students taking up Placements involving children and/or vulnerable adults shall be made prior to the commencement of the Placement, and in the event that the DBS reports any conviction, the Organisation shall have the right to refuse a Placement to the Student concerned.
7. The parties are aware that they have obligations under discrimination and equality legislation in relation to students and those on work experience. The parties agree to act in accordance with such legislation in relation to Students and Placements.
8. The Organisation shall designate a staff member to be in charge of each Placement and to undertake immediate responsibility for the management of each Student. The University shall designate a staff member to be in charge of each / all Student[s] and Placement[s].
9. The Organisation will make available to the Student access to a trained counsellor who will undertake a mentoring responsibility in relation to the Student’s client case load and the administrative and other procedures expected of the Student by the Organisation. This person may be the designated staff member referred to in point 8 above.
10. Clinical supervision will be *either*
	1. external to both the Organisation and the University, with a practitioner selected by the Student from the University’s Supervisors’ Network; *or*
	2. provided by a supervisor designated by the Organisation, who shall meet the entry criteria for the University’s Supervisors’ Network.
11. At all times when a Student is placed with the Organisation, the Organisation shall indemnify the University against all losses, costs, claims and demands incurred by the University arising from any negligence by the Organisation in connection with a Student or the Placement and/or the Organisation’s failure to perform its obligations under this Agreement.
12. The Organisation confirms that it has in place comprehensive public liability insurance that will cover liability for personal injury or death of any Student engaged on Placement and for the personal injury or death of any other person arising as a result of any act or fault on the part of any Student whilst on Placement.
13. The Organisation confirms that it is fully compliant with health and safety law, has in place appropriate health and safety policies and procedures which are current and operational, and that the Student will be given an induction to these.
14. The University shall ensure that Students are made aware that for the duration of the Placement, and particularly while on the Organisation’s premises, those on Placement are required to abide by
	1. the Organisation’s local policies, procedures and practices, including without limitation those relating to disciplinary rules, health and safety and
	2. the BACP *Ethical Framework for the Counselling Professions* and
	3. other relevant professional codes of ethics and practice.
15. The Organisation will ensure that each Student is made aware at the commencement of the Placement of the Organisation’s local policies, procedures and practices and how those will apply to the Student.
16. The Organisation shall report any breach of the above policies, procedures and practices to the University, which will then investigate and deal with such alleged breach under its own disciplinary policies and procedures. Any breach should be reported as soon as possible (normally within 24 hours of the concern being raised or event happening) to the Director of Practice of the School of Healthcare, the programme lead and the student’s supervisor, with a copy to the student (see paragraph 41 of the *University of Leeds Guidelines for Student Counselling and Psychotherapy Practice and Supervision*, attached as Appendix 1).
17. A Student may be suspended by mutual agreement between the University and the Organisation to enable both parties to reach a decision about the appropriate course of action in relation to any alleged breach.
18. Information relating to clients, patients, carers, visitors, Students or the Organisation’s staff must not be divulged to anyone at any time other than those employees of the Organisation or the University clearly associated with the Placement and those who are authorised to receive it in the course of their duties, such as external examiners. The parties will have regard to the provisions of the Data Protection Act 2018 at all times.
19. Any breach of confidentiality by a Student will be discussed between the Organisation and the University and may result in the Student being suspended from the Placement.
20. In the event of any breach of this Agreement by either party, the other party may serve notice on the party in breach, requiring the breach to be remedied within a period of 28 days. If the breach shall not be remedied by the expiry of the specified period, the party not in breach may terminate this Agreement forthwith by notice in writing.
21. In the event of a material breach of this Agreement by either party which is not remediable, the other party may terminate this Agreement forthwith by notice in writing.
22. This Agreement shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.
23. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement to give any third party any right or benefit under this Agreement or any right to rescind any of its terms.

**Signed on behalf of the University of Leeds**

**Name:** Dr Stuart Gore ………………………………………………………

**Title:** Lecturer in Counselling and Psychotherapy

**Date:** / /

**Signed on behalf of the Organisation**

**Name:**  ……………………………………………………………………………

**Title** (if applicable) ………………………………………………………

**Date:** / /

APPENDIX 1

University of Leeds Guidelines for Student Counselling and Psychotherapy Practice and Supervision.

**General**

1. The programme team advise students on finding a suitable counselling/psychotherapy practice setting with an approved provider with whom the university has an agreement. However, students are responsible for making their own applications to and personally contracting with practice providers. If a student wishes to have a placement with a practice provider with whom the university does not have a current agreement, a representative of the university will ensure suitability and formalise an agreement. The programme team reserve the right to advise a student that a particular practice setting is unsuitable either on the grounds of good practice, or if the practice opportunities offered are not suitable for the needs of students.

**Readiness to practise:**

1. Students on the MA/Postgraduate Diploma in Psychotherapy and Counselling have already undertaken a Certificate in Counselling Skills or similar initial counselling skills training and receive further intensive skills training and skills assessment during the first semester. Students will normally begin seeing clients in January of the first year of the programme after readiness to begin practice has been assessed. Where placement providers exceptionally require students to commence earlier they may do so following discussion and agreement with the programme leader or placement liaison tutor, and the student’s supervisor. The programme team in co-operation with the student’s supervisor continue to assess the student’s suitability for a therapeutic role throughout the programme.
2. It is expected that practice providers will undertake an initial interview and/or take up references to decide if a student is suitable to work in that setting.

**Aims of Student Counselling/Psychotherapy Practice:**

*(See also Learning Outcomes of modules HECS5183M, HECS5185M, HECS5187M and HECS5189M Becoming a Reflective Practitioner 1a, 1b, 2a and 2b.*

4. The aims of Student Counselling/Psychotherapy Practice are

1. To enable students to work with clients in a professional clinical setting, where they will be able to apply their learning and develop their skills.
2. To enable students to work alongside and learn from experienced practitioners in the field.
3. To help students develop an understanding of good and ethical practice.

**Programme requirements for counselling/psychotherapy practice:**

1. Students are required to join BACP as student members and to practise in accordance with the BACP *Ethical Framework for the Counselling Professions.*
2. It is expected that practice providers and supervisors will also work according to the BACP *Ethical Framework* and/or a similar code of ethics for counselling psychology or psychotherapy.
3. It is expected that practice providers will be mindful of equal opportunities issues and legislation in the recruitment of counsellors and the provision of services to clients.
4. Students may not practise privately as counsellors/psychotherapists during their training.
5. Students will work to counselling/psychotherapy contracts of 50 or 60 minute sessions in a constant setting, i.e. a suitably furnished quiet room free from interruption and normally available at the same time each week.
6. Students are normally expected to see 2 or 3 clients a week during their training. In some circumstances, with the agreement of the programme leader and the student’s supervisor, some students later on in their training may see more clients as long as the ratio of supervision to client hours does not exceed 1:6.
7. Students are required to complete 100 hours face-to-face counselling/psychotherapy practice with individual clients during the first two years of the programme. Some students may need to continue practice beyond the end of the second year of the programme in order to meet this requirement. In this case, the student must have at least one tutorial per term focused on their continuing practice with either the lead for practice, supervision and therapy, or the relevant module leader (for HECS5189M Becoming a reflective practitioner 2b). The practice provider will be asked to confirm the number of hours’ practice the student has undertaken at their agency.
8. A student’s counselling/psychotherapy practice for the purposes of the programme need not all take place in one practice setting, and the tutors and supervisor may advise students to seek a different practice setting in the second year if the client group seen in their first setting is limited (e.g. women only). However, students will normally only work in one practice setting at a time.
9. Students are required to audio-record counselling/psychotherapy sessions with at least some of their clients and to submit two recorded sessions for assessment in year two of the programme. These recordings will be heard by tutors, the student’s supervisor and the external examiner of the programme and may also be reviewed in group supervision within the programme. They will be stored securely while on University premises and returned to the student at the end of the assessment and examining process. In the event of a student failing one of these assignments, he/she will be asked to submit a further recorded session for assessment.
10. Students must seek informed consent from clients before recording sessions and a consent form must be completed by every client the student records. The University’s consent form is to be used unless the practice provider particularly wishes their own consent form to be used instead.
11. The needs of the client are paramount and a client can withdraw consent at any time. Students must respect and comply with the wishes of clients not to be recorded or for recordings already made not to be heard by others.
12. Students will write a critique of a recorded counselling/psychotherapy session and a clinical narrative discussing client work in year 2. Aspects of client work will be discussed in other written work and during seminars. Group supervision is an integral part of the programme and students are expected to present client work to their supervision group. Normally anonymity is considered sufficient to maintain client confidentiality, but students must comply with any requirements of the practice provider concerning the presentation of client material in the training setting.

**Practice procedures:**

1. The student should have access to a named mentor within the practice setting *(see also para. 37)*. This person should be a qualified counsellor, psychotherapist or counselling or clinical psychologist.
2. The practice provider will be responsible for providing students with an induction into agency procedures and policies.
3. The practice provider will be accountable for record keeping, maintaining confidentiality of client work, health and safety procedures on its premises, advising and supporting students on issues related to client referrals, and emergency procedures for medical and/or psychiatric referral of clients.
4. As students are required to become student members of BACP they will be subject to the BACP professional conduct procedures. Best practice requires that practice providers should be organisational members of BACP. If this is not the case, the practice provider will need to have in place its own complaints procedure for clients and counsellors/psychotherapists.
5. Ideally, the practice provider will assess clients prior to allocating them to trainee practitioners to ensure as far as possible that students are not asked to work beyond their current level of competence.
6. Students are required to take out individual professional liability insurance when not covered by the practice provider’s insurance, and advised to do so even when such cover is in place.

**Clinical responsibility:**

1. The programme team in consultation with practice providers and supervisors believe that clinical responsibility for a student’s clients must ultimately rest with the practice provider in terms of record keeping, maintaining confidentiality, health and safety procedures, complaints procedures, emergencies and referrals *(see also para. 19)*. Practice providers and supervisors may need to consult together as well as with the student on certain issues.

**Supervision:**

1. Supervision will be in accordance with the BACP *Ethical Framework*.
2. Students are asked to choose and contract with a supervisor from the Network maintained by the University. New supervisors may apply to join the Network at any time *(details on request).*
3. Students and supervisors make their own independent contract including times and dates of sessions, fees and cancellation policy.
4. Students are required to have 1 hour of supervision per fortnight while in practice.
5. A minimum ratio of 1 hour of supervision to 6 client hours must be maintained.
6. Exceptionally, if a student with the agreement of the supervisor and programme leader is seeing more than 2-3 clients a week, the amount of supervision may need to be increased. The programme requirement of a minimum of 1 hour’s supervision to 6 practice hours (including missed sessions) must be maintained.
7. All client cases must be supervised.
8. Supervision must be clinical, not management supervision.
9. If in-house supervision is offered by a practice provider, this should be with a person who does not have a line management responsibility for the student’s work. Case management should be conducted by someone other than the clinical supervisor. The programme team request that in-house supervisors inform them if a difficulty arises in separating clinical and line management roles. In such cases, students may be advised to seek additional external consultancy in line with BACP recommendations.
10. Group supervision offered as part of the training programme and/or in the practice setting does not replace external individual supervision.
11. Students will normally remain with the same supervisor for the duration of the programme once a definite supervisory contract has been made. If either student or supervisor wishes to end the supervisory relationship for any reason, both student and supervisor are asked to inform the programme leader in writing stating their reasons. The programme leader or placement/supervisor coordinator will discuss the matter with the student. The supervisor will be asked to complete a report on the student’s practice up to the time of ending.

**Supervisors’ reports:**

1. Supervisors are asked to complete a report on the student’s progress at the end of semester 2 of Year 1 of the programme (a formative report for those students already in practice), and the end of semesters 1 and 2 of Year 2 of the programme (summative reports which are part of formal module assessments). Supervisors are encouraged to use the reports as opportunities to review the work jointly with the student.
2. In Year 1, the supervisor’s report will indicate whether in the supervisor’s opinion the student is ready to progress to Year 2; in Semester 1 of Year 2 it will indicate the supervisor’s opinion of the student’s progress in counselling practice; and in Semester 2 of Year 2 it will indicate whether in the supervisor’s opinion the student is ready to receive the award of Postgraduate Diploma in Psychotherapy and Counselling (i.e. the student is qualified to practise). The supervisor’s reports will be considered along with all student assignments in deciding whether or not a student should proceed.

**Contact between practice providers, programme team and supervisors:**

1. The practice provider is asked to nominate a trained counsellor/psychotherapist working in that setting as mentor/adviser to the student and as a named contact for the programme team and the student’s supervisor.
2. The placement/supervisor coordinator or nominee will contact all new practice providers to discuss arrangements for students working under their auspices.
3. Practice providers are welcome to contact the placement/supervisor coordinator at any time to discuss issues of mutual interest or concern. Students should be informed of any discussions concerning them.
4. Practice providers will be asked to verify the number of hours counselling/psychotherapy practice the student has undertaken in that setting, and to provide feedback on the student’s professional awareness and handling of agency procedures.

**Managing difficulties:**

1. It is hoped that difficulties can be managed with openness and respect for all concerned, and in particular that all relevant parties are kept informed.
2. If the practice provider has concerns about a student’s fitness to practise, they should address this with the student and the programme leader or placement/supervisor coordinator in the first instance. If the issue remains unresolved at this point, practice providers should then inform the Director of Practice of the School of Healthcare, the programme leader and the student’s supervisor in writing of their concerns, with a copy to the student.
3. If the supervisor has concerns about a student’s fitness to practise, they should address this with the student and the programme leader or placement/supervisor coordinator in the first instance. If the issue remains unresolved at this point, supervisors should theninform the Director of Practice of the School of Healthcare, the programme leader and the practice provider in writing with a copy to the student.
4. If the programme team have concerns about a student’s fitness to practise they will address this with the student, the supervisor and the practice provider and inform the Director of Practice of the School of Healthcare. The School’s Professional Conduct Procedure will be followed. The student will be suspended from practice pending a decision of the Professional Conduct Committee. The student, the practice provider and the supervisor will be informed in writing of the decisions taken.
5. If a supervisor or the programme team have concerns about a practice provider, they should discuss these with the practice provider and the student and in some circumstances may advise the student to discontinue practising in that setting. In this case the supervisor and/or programme leader or placement/supervisor coordinator will inform the practice provider in writing of their concerns. The Director of Practice of the School of Healthcare will be notified.
6. If a supervisor or practice provider has concerns about the programme they should raise the matter with the programme leader. If the matter cannot be resolved in informal discussion, they should address it formally in writing to the Director of Practice of the School of Healthcare with a copy to the programme leader.
7. If a student has concerns about their supervisor or practice provider, they should discuss these with the person concerned and inform the Director of Practice of the School of Healthcare and the programme leader. Students are encouraged to discuss the matter with the programme team and should do so in any case if the matter cannot be resolved.

Appendix 2

The value system underpinning the MA and PG Diploma in Psychotherapy and Counselling recognises that individuals are unique with inherent worth, and that we are all different but capable of meeting each other through a process of ‘mutual recognition’. The psychotherapist or counsellor does not ‘treat’ the client, but engages in an intersubjective relationship, attempting to meet and understand the client as another human being and at a deep level through such intersubjective processes, even and especially when the other has different values, culture, thoughts and embodied experiencing from one’s own (Benjamin 1990). Whilst you will learn specific skills and techniques deriving from a variety of ‘schools’ of psychotherapy, this intersubjective relationship remains central to all theory and practice. Uniting the varied approaches of the staff team is a philosophy of ‘not knowing’ and our aim to facilitate your own personal and professional development of an approach that suits you. Linked to this, we see students as engaging with and influencing a community of practice as well as the learning community, from the start, as legitimate participants (Lave and Wenger, 1991) and engaging in a process of mutual inquiry