



Helps Counselling

Client Personal Information Protection Policy and Procedures

In accordance with Personal Information Protection Act (PIPA)

Helps Counselling

Owned and managed by Rebecca Helps
Registered Therapeutic Counsellor (RTC)

Association of Cooperative Counsellors and Therapists of Canada (ACCT)

Registration Number 2434

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Agency Personal

1. The **counsellor named above** is the owner and manager of Helps Counselling, and is ultimately responsible for all policies and procedures of the agency and the protection of the personal information of all clients.
2. An **agency representative** refers to **counsellors** or **administrative personnel** working for the agency under a contractual or employment agreement.
 - a) A **counsellor** refers to a person registered with a recognized counselling association and provides psychology-based counselling. It may also refer to a student registered in a recognized counsellor training program that will qualify them for registration in a recognized counselling association.
 - b) **Administrative personnel** include individuals who interact with clients in an administrative function.

Accountability

3. The **counsellor named above** is responsible for compliance with the Personal Information Protection Act and has adopted these policies and procedures to support that legislation, including a complaint process.
4. The **counsellor named above** requires all **agency representatives**, including **counsellors** working for the agency and **administrative personnel**, to be aware of the policies and procedures and the importance of adhering to them.
5. The **counsellor named above** and **agency representatives** will comply with these policies and procedures and, in doing so, they will consider what a reasonable person would consider appropriate in similar circumstances.
6. The **counsellor named above** is ultimately responsible for all personal information under the agency's control, including personal information not in the **counsellor named above's** custody, such as personal information that may have been transferred to another professional or organization for review or processing. Or may reside with **agency representatives**.
7. **Agency representatives** who are **counsellors** are responsible for the personal information of the clients they are working with and which is under their control. This could include but is not



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limited to paper notes they keep for their records. All agency chart notes are recorded in our secure online record management and booking program.

Identify the Purpose

8. Before or at the time personal information is collected, an **agency representative** will identify to the client the purpose(s) for which personal information is needed and how it will be used and disclosed.
9. The **agency representative** will ensure that the collection of personal information is necessary to fulfill the purpose(s) identified and that the purpose(s) is limited to what a reasonable person would consider appropriate in the circumstances.
10. The **agency representative** will inform the client, either verbally or in writing, before or during collection, why the personal information is needed and how it will be used. They will answer the client's questions about the collection of personal information.
11. When using a client's personal information that has already been collected for a new purpose not previously identified, the **agency representative** will inform the client of the new purpose and obtain consent before its use.

Obtaining Consent

12. The **agency representative** will obtain consent from the client whose personal information is collected, used or disclosed and obtain that consent before or at the time of collection and when a new use is identified.
13. When determining what form of consent will be used (e.g., written, verbal, implied, opt-in or opt-out), the **agency representative** will consider the sensitivity of the personal information and what a reasonable person would expect and consider appropriate in the circumstances.
14. When obtaining expressed consent, the **agency representative** will inform the client of the purposes for collecting, using or disclosing personal information in a manner that is clear and understandable.
15. When a client is enrolled or covered under an insurance, pension, benefit or similar plan, the client is deemed under PIPA to consent to the collection, use or disclosure of personal information to confirm entitlements and provide payments under the plan.
 - a) However, consent should still be obtained from the client as that meets the higher ethical standards of a counsellor.
16. The **agency representative** will not obtain consent by deceptive means or by providing false or misleading information about how the personal information will be used or disclosed.
17. The **agency representative** will not make consent a condition for supplying a product or a service unless the collection, use or disclosure of personal information is necessary to provide the product or service. Note: At this time, we can't think of any situation where collecting personal information would not be necessary for providing counselling services, as **counsellors** need to keep session notes.
18. Should a client wish to withdraw consent, the **agency representative** will explain the likely consequences.
19. The **agency representative** will not prohibit a client from withdrawing consent to collecting, using or disclosing personal information unless it would frustrate the performance of a legal obligation. Note: **Counsellors** have a legal responsibility to retain session notes.



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20. If a third party such as a parent is paying for sessions and the client is of age (19+) a release form is required when following up with the third party to collect payment.

Limiting Collection

21. The **agency representative** will collect personal information that a reasonable person would consider appropriate in the circumstances and will ensure the amount and type of personal information collected is necessary to fulfill the identified purposes.
 - a) **Counsellors** will collect personal information for recording their session notes.
 - b) **Agency representatives** will collect personal information to create the client's record in our database and set up payment collection.
22. Before or at the time of collection, the **agency representative** will comply with the previous two policies by informing the client of the purposes for collection and obtaining consent.
23. The **agency representative** will collect the client's personal information directly from the client unless the PIPA or the client authorizes the collection of personal information from another source.

Limiting Use, Disclosure, and Retention

24. The **counsellor** (or, in their absence, the **counsellor named above**) will use or disclose personal information only for the purpose(s) it was collected unless the client consents to the new purpose or the use or disclosure is otherwise authorized by the PIPA.
25. The **counsellor** (or, in their absence **counsellor named above**) will use or disclose personal information for purposes that a reasonable person would consider appropriate in the circumstances.
26. The agency will keep personal information only as long as necessary to fulfill the purpose(s) for which it was collected. The current professional guidelines for record retention state that the **counsellor** (or agency) keeps records for sixteen years in British Columbia following the last session. All records must be maintained within these sixteen years in a safe and secure space. For clients under the age of majority (e.g. Age 19 in BC), the 16-year period starts after this birthday.
27. The **counsellor** will destroy, erase or render anonymous personal information in their direct possession as soon as it no longer serves the purpose for which it was collected and is no longer necessary for a legal or business purpose.
28. The **agency** will destroy, erase or render anonymous personal information as soon as it no longer serves the purpose for which it was collected and is no longer necessary for a legal or business purpose.

Accuracy

29. The **counsellor** (or, in their absence **counsellor named above**) will minimize the possibility of using incorrect or incomplete information when making a decision that affects a client or when disclosing a client's information to another professional or organization by making reasonable efforts to ensure that the personal information the **agency** collects is accurate and complete.

Safeguards



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30. The **counsellor named above** will make reasonable security arrangements to protect personal information in its custody or under the control of an **agency representative**, which will include physical measures, technical tools, and organizational controls where appropriate.
31. The **agency representatives** will safeguard personal information from unauthorized access, collection, use, disclosure, copying, modification or disposal and will protect personal information regardless of the format in which it is held (e.g., paper, electronic, audio, video).

Openness`

32. The **counsellor named above** is the person who is accountable for these personal information policies and procedures and is the person who can answer questions about the purposes for collecting personal information and the application of these policies and procedures.

Individual Access and Correction

33. On request, the **counsellor** (or in their absence **counsellor named above**) will provide a client with access to their personal information, an explanation of how the client's personal information is or has been used, and a list of any individual or organization to whom that personal information has been disclosed.
34. The **counsellor** (or, in their absence **counsellor named above**) will provide a copy of the information requested or a response that includes reasons for not providing access, subject to the exceptions set out in the PIPA, within 30 business days unless an extension of time is permitted under the Act.
35. The **counsellor** (or, in their absence **counsellor named above**) may charge the client the fees specified in Appendix A for the purposes of providing the client access to or a copy of the client's personal information but will not charge the client a fee for correction requests.
36. If all or part of the requested information is refused, the **counsellor** (or, in their absence **counsellor named above**) will provide the applicant client with a response that provides the reasons and the provision of the PIPA on which the refusal is based, and information on how to request a review by the Privacy Commissioner.
37. On request, the **counsellor** (or, in their absence **counsellor named above**) will correct personal information that the **counsellor** (or, in their absence **counsellor named above**) verifies is inaccurate or incomplete.
38. If a correction is made, the **counsellor** (or, in their absence **counsellor named above**) will send a copy of the corrected personal information to each person or organization to which the incorrect or incomplete information was disclosed in the past year.
39. If no correction is made in response to an individual's request, the **counsellor** (or in their absence **counsellor named above**) will annotate the personal information in (i.e., make a note) to indicate that a correction was requested but not made.

Complaint Resolution

40. If a client has a concern about how the **agency** or any of its **representatives** collects, uses or discloses that client's personal information, the client should advise the **counsellor named above** of that concern in writing or orally if the **counsellor named above** agrees.
41. The **counsellor named above** will



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- a) document the date the client's concern was received and promptly acknowledge receipt of the complaint;
 - b) investigate the concern in a fair, impartial and confidential fashion, including clarifying any details with the client about the concern;
 - c) if necessary, take appropriate measures to correct the agency's information handling policies or procedures;
 - d) report back to the client in writing with the results of the investigation or corrective action;
 - e) advise the client of the right to file a complaint with the ACCT or the organization the client's **counsellor** is registered with.
42. If the client is not satisfied with the **counsellor named above's** response, the client may file a complaint against the **counsellor named above** with the Association of Cooperative Counsellors and Therapists of Canada, (ACCT) by writing to the Chair, ACCT Ethics Committee, Suite 200 - 1892 West Broadway Vancouver BC V6J 1Y9. 37. Or by following ACCT's complaint process found on their website at: https://acctcounsellor.com/Inquiry_and_Complaint_Process
43. If the client is not satisfied with the ACCT's response to the complaint, the client may file a further complaint against the counsellor with the BC Privacy Commissioner at P.P. Box #9038, Stn. Prov. Govt., Victoria, British Columbia V8W 9A4.

Adoption by the **counsellor named above** I, Rebecca Helps, hereby declare that I will conduct my counselling agency in accordance with these policies and procedures and the requirements of the Personal Information Protection Act.

Rebecca Helps

[SIGNATURE]

May 8, 2023

[DATE]



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Appendix A – Schedule of Fees

Name of Service	Fee
<p>Summary of 10 Counselling Sessions Report During a 2-hour session, the counsellor will review up to 10 session charts with a client. The counsellor will make amendments as required, confirm with the client what information is to be included in the report and gain the client's consent to include that information.</p> <p>Following the review session, the counsellor will write a report which includes the information the client has consented to.</p>	<p>\$500</p> <p>Note: If the client has more than ten sessions, the client will be charged \$500 for each 2 hr session where 1 to 10 session charts are reviewed.</p>
<p>Physical Copies It is assumed that all records will be transmitted in a secure electronic way. If the client wants the agency to provide paper copies, there is a cost per page.</p>	<p>\$0.25</p>
<p>Mailing and Shipping Costs</p>	<p>The actual costs of shipping by the method chosen by Client. The method of shipping must include a signature upon receipt.</p>