

# **Standards for the Provision of Counselling Services at the University Counselling Centre of CZU**

**18th October 2023**

**Version 1.0**



Česká zemědělská  
univerzita v Praze

Univerzita plná života

## Table of Contents

1. The Legal Framework of Counselling at CZU and Its Organisational Structure.....	2
2. Types and Forms of Offered Counselling Services.....	3
3. Additional Activities of the University Counselling Centre.....	4
4. Course of Collaboration with the Client.....	4
5. Counselling Terms and Conditions.....	5
6. Rights and Obligations of the University Counselling Centre.....	6
7. Client's Rights and Obligations.....	6
8. Terminating Collaboration.....	6
9. Privacy and Confidentiality.....	7
10. Client Record Documentation.....	7
11. Protection of Client Personal Data.....	8
12. Information on the Processing and Protection of Personal Data.....	8

## 1. Legal Framework for Counselling at CZU and its Organisational Structure

- a) University counselling is a process in which a public university provides applicants, students, and other individuals with informational and counselling services related to studies and the employment opportunities for graduates of study programmes.
- b) The obligation to provide counselling and the basic legal framework for its provision arises from Act No. 111/1998 Coll., on Act on Higher Education and on Amendments and Additions to Other Acts (the Higher Education Act), as amended (hereinafter referred to as the “HEA”). More detailed rules for the provision of counselling, the status of the counselling centre, the rights and obligations of clients, the rights and obligations of counsellors, and the principles of counselling are established by internal regulations issued by CZU.
- c) In accordance with Act No. 111/1998 Coll., on Higher Education Institutions, as amended, CZU established the University Counselling Centre, which, as part of its activities, provides free professional counselling in academic, psychosocial, special education, social-legal, career, and spiritual areas (hereinafter referred to as “counselling services”).
- d) Counselling services are primarily provided to prospective students of CZU, current students of CZU, CZU alumni (who are primarily provided with career counselling), and employees (hereinafter referred to as “clients”).
- e) The rules and standards for the provision of counselling services within the University Counselling Centre serve to guarantee the quality of counselling services and to guide both the service provider and the client in their rights and obligations. Adherence to these rules is mandatory for all employees of the University Counselling Centre, including contractual partners providing counselling services.
- f) Contractual partners are individuals who provide counselling services for the University Counselling Centre based on a work relationship other than an employment contract or an agreement on work performed outside an employment relationship (DPP or DPČ). These are individuals who provide counselling services for the University Counselling Centre based on a cooperation agreement, a trade licence, or a similar legal relationship.
- g) All employees of the University Counselling Centre follow the CZU Ethical Code, the Rector's Directive on the handling, protection, and processing of personal data, the Ethical Code of University Counsellors, the Ethical Code of the Association of Clinical Psychologists of the Czech Republic, the Ethical Code of the Czech Association for Psychotherapy, and the Ethical Code of the Association of Special Counselling Centre Workers. This obligation also applies to contractual partners providing counselling services for CZU.
- h) In the organisational structure of CZU, the University Counselling Centre is part of the Rector's office.

## 2. Types and Forms of Offered Counselling Services

The provided counselling services are focused on helping with challenges related to studies, life situations, career development, etc. All services are provided free of charge.

### Types of Counselling

The University Counselling Centre offers the following types of counselling services:

- a) Academic counselling focused primarily on assistance with selecting a suitable study programme, complications, problems, and obstacles related to university studies,

- b) Special education counselling aimed at supporting and guiding students with special educational needs arising from their disabilities or health disadvantages,
- c) Career counselling oriented towards understanding and developing one's abilities, skills, and interests; enabling clients to manage their individual paths in education and professional preparation, in their preparation for practical application, work, and other areas, utilising the client's abilities and skills,
- d) Mental health counselling based on the counsellor-client model; the counsellor accompanies the client, respects the client, and trusts the client's ability to find appropriate solutions to their situation if provided with the necessary conditions; supports the client's own abilities to better cope with the problem,
- e) short-term solution-focused psychotherapy, usually not exceeding 10 sessions with one student during the academic year, conducted by a therapist who has completed accredited psychotherapy training, or a therapist who has completed the self-experience portion of the training, and under supervision,
- f) Coaching.

### **Forms of Counselling**

Counselling is provided through individual or group consultations, either in person, by phone, online, or through email communication.

- a) In-person consultation – providing individual consultation at the premises of the University Counselling Centre,
- b) Phone consultation – providing individual consultation during a phone call,
- c) Email consultation – providing individual consultation through email correspondence,
- d) Online consultation – providing individual consultation during a call via MS Teams.

### **3. Additional Activities of the University Counselling Centre**

In addition to providing individual counselling activities in the above-mentioned areas of focus, the University Counselling Centre also organises educational and development courses and workshops for students and employees.

### **4. Course of Collaboration with the Client**

- a) The client selects the employee (counsellor) of the University Counselling Centre based on the information about their focus and expertise provided in their profile on the University Counselling Centre website. Through the reservation system, the client chooses from available consultation times, selecting the time and form of consultation.
- b) If the client cannot attend the appointment, they must inform the counsellor no later than 24 hours before the scheduled appointment. Exceptions are made for cases where the client is unable to attend due to a serious personal or health reason. In such cases, the client should inform the counsellor as soon as possible. If the client fails to attend three consecutive scheduled consultations without timely cancellation or fails to provide timely notice without serious personal or health reasons, the counsellor may terminate the collaboration with the client.
- c) During the first consultation, an agreement is established between the client and the staff member outlining the scope of the issue, the form of collaboration, and the anticipated duration.

- d) A single consultation session within psychological counselling lasts 50 minutes. If it involves psychological diagnostics or crisis intervention, the consultation time may be extended if the client's situation requires it. Typically, five sessions/consultations are offered. If the client's problem persists or further specialised assistance (e.g., psychotherapeutic or psychiatric help) is needed, the counsellor may refer the client to an external psychosocial support service or increase the number of sessions.

## 5. Terms and Conditions of Counselling

- a) A counsellor is an employee classified under an employment contract, an agreement on work performed outside an employment relationship, or a contractual partner based on a cooperation agreement, trade licence, or similar legal relationship within the counselling centre (hereinafter collectively referred to as "University counselling centre employees" or "counsellors"). The task of the counsellor and the contractual partner is to provide counselling services in accordance with the prescribed rules for its provision, legislation, and professional competence.
- b) To provide counselling services, the university may also use a contractual partner under the same conditions and meeting the same prerequisites as a university counsellor providing counselling services.
- c) The counsellor meets the qualification requirements for the provided counselling services and continues to receive regular professional education.
- d) The counsellor maintains confidentiality and protects clients' personal data.
- e) The counsellor remains neutral towards the client and the offered counselling services. If the counsellor encounters a conflict of interest, they will discontinue the provision of the service and immediately notify this to the head of the department.
- f) The counsellors of the University Counselling Centre adhere to the following principles when working with clients:
  - i) The counsellor provides counselling to all clients regardless of their race, gender, sexual orientation, political affiliation, social status, etc.
  - ii) The counsellor acts according to their best knowledge and conscience and in the client's best interest.
  - iii) In the case of a conflict of interest, the counsellor promptly informs the client of this possibility and refers them to a colleague or an external organisation where this risk does not exist.
  - iv) The counsellor respects the client's right to express their wishes, needs, opinions, attitudes, and decisions.
  - v) The counsellor respects the client's right to refuse the offered service or to withdraw from it without providing a reason.
  - vi) The counsellor does not undermine the human dignity of the client in any situation.
  - vii) The counsellor is bound by the obligation of confidentiality regarding all personal facts of clients obtained during their practice. The counsellor is also bound by confidentiality regarding clients even after the collaboration with the counselling centre has ended.
  - viii) The counsellor keeps records of clients and the provided service and protects this documentation from potential misuse.

- ix) The counsellor is required to obtain the client's consent for the presence of another person during the consultation, who is participating in listening or supervision.
- x) The counsellor has the appropriate education for their position and continuously enhances and increases their qualifications.
- xi) The counsellor only engages in counselling activities that are in line with their competencies, knowledge, and experience.
- xii) The counsellor has the right to refuse a client if they are aware that they are not competent to address the client's issues, or if, for personal reasons, they cannot provide impartial and independent services.
- xiii) The staff member may refuse to provide the service to a client if the client provides evidently false information, consistently fails to cooperate (e.g., does not attend scheduled meetings), does not take an active role in resolving the problem, is under the influence of alcohol or drugs, or behaves aggressively.

## **6. Rights and Obligations of the University Counselling Centre**

- a) The university counselling centre has the right to:
  - Refuse to provide counselling services,
  - Terminate the provision of counselling services,
  - Utilise supervision for counsellors or engage in external supervision conducted by a qualified expert who meets the necessary qualifications for this role.
- b) The counselling centre is obligated to:
  - Provide clients with information about the form and options of counselling at the start of the collaboration.
  - Provide high-quality counselling services to all interested parties who meet the established conditions in an equal and non-discriminatory manner.
  - Respect the client's requirements and personal choices.
  - Provide counselling services in a discreet manner and ensure the confidentiality of counsellors as well as the privacy of the obtained information and personal data of clients.

## **7. Rights and Obligations of the Client**

- The client can be an applicant, student, employee, or graduate of CZU, to whom priority is given to counselling activities in the field of career counselling.
- The client has the right to information about counselling, its conditions, and how it is provided.
- The client has the right to refuse the offered service without providing a reason.
- The client is obligated to adhere to the conditions under which counselling is provided, as well as CZU's internal regulations and its ethical code.

## **8. Terminating Collaboration**

- a) Collaboration is usually terminated by mutual agreement between the counsellor and the client. In exceptional cases, the counsellor may terminate the collaboration unilaterally.
- b) Reasons for terminating collaboration may include the client's violation of the service provision rules or transferring the client to another counsellor, such as when the counsellor's employment ends or when the counsellor lacks the necessary competence or expertise to

handle the situation. In such cases, the client is clearly informed and offered the option to use the services of another CZU counsellor or an external expert.

- c) Collaboration may also be terminated by the counsellor if the client repeatedly misses scheduled consultations without prior notice.
- d) The client has the right to terminate the collaboration without providing a reason. The client can also terminate the collaboration if they are dissatisfied with the counsellor's approach or do not feel comfortable working with the counsellor.
- e) Another instance of terminating collaboration is when the client does not contact the counsellor after the consultation or ends the collaboration through written or email communication.
- f) In case of a written or email complaint from the client about the counsellor's work, or in case of a serious violation of collaboration rules by the counsellor, the situation is addressed with the counsellor's superior and the head of the counselling centre, who then consults with the relevant CZU department (Legal Department, CZU Ethics Committee, etc.) depending on the nature of the issue.

## **9. Privacy and Confidentiality**

- a) To ensure professional care and address situations requiring the cooperation of other faculty parts, the client's situation may be discussed with colleagues – experts within the University Counselling Centre, provided the client has given prior consent.
- b) The counsellor may also discuss the situation with colleagues outside CZU during intervision or supervision meetings. This process adheres to ethical rules of collegial cooperation, and only information essential for effective cooperation of the entire counselling care is shared.
- c) An exception to confidentiality applies to information about circumstances that fulfil the legally mandated reporting duty for selected criminal offences of general danger or client endangerment.
- d) The counsellor is bound by confidentiality concerning the client. Only the client can release the counsellor from this confidentiality. The counsellor may be released from confidentiality based on conditions specified by valid and effective legal regulations in the Czech Republic.

## **10. Client Record Documentation**

- a) For the purpose of analysing provided services, consultations with clients are recorded in the internal electronic database of the University Counselling Centre. Before starting collaboration, an electronic file is created for each client to record the provided consultations. The client confirms their consent to the processing of personal data in the electronic system.
- b) Documentation of the client's collaboration with the counsellor is maintained, including basic information about the client, a brief description of the situation and its resolution, and any notes from individual consultations. This documentation is protected from unauthorised access.
- c) The documentation for each consultation is maintained by the counsellor who provided the consultation, and includes information such as the type of difficulties the client presents, the form of consultation, and the proposed solution. During collaboration with the client, contact

information for other experts within CZU or in other psychosocial support organisations may also be provided.

- d) With the client's consent, another counsellor may be invited to some consultations to provide expert advice, thus supplementing the necessary information for the client.
- e) After the consultation, the counsellor fills out a record in the consultation log. The consultation record contains a brief summary of the counselling process, a description of the techniques and methods used, and an agreement on further steps in collaboration with the client.
- f) The statistical report of the University Counselling Centre is used only to record contacts and consultations for the purpose of evaluating the activities of the University Counselling Centre. Access to the documentation is restricted to the employee of the relevant counselling office of the University Counselling Centre, and the protection of personal data is ensured against unauthorised handling and misuse within the established internal procedures of CZU.

## **11. Protection of Client Personal Data**

- a) The University Counselling Centre and counsellors are obligated to maintain confidentiality regarding personal data and information they learn in connection with providing counselling services.
- b) Handling clients' personal data is an integral part of providing counselling services. Employees of the University Counselling Centre handle personal data in compliance with generally binding legal regulations, particularly in accordance with the European Union Regulation 2016/679 on the protection of personal data, known as GDPR, as well as in accordance with CZU's internal regulations on processing and protecting personal data. Personal data is handled exclusively by employees of the University Counselling Centre. Access to personal data is restricted to those employees who are directly involved in resolving the client's case. Any sharing of the client's personal data among the employees of the University Counselling Centre pertains only to those whose expertise is essential for providing comprehensive counselling care. The handling of client personal data is described in the Rector's Directive concerning the handling, protection, and processing of personal data. The retention period for client documentation at the University Counselling Centre is five years after the end of the collaboration.

## **12. Information on the Processing and Protection of Personal Data**

- a) The University Counselling Centre commits to processing or otherwise handling personal data provided in connection with counselling activities in accordance with the General Data Protection Regulation (GDPR) of the European Parliament and Council 2016/679, concerning the protection of individuals regarding the processing of personal data, as well as in compliance with Czech Republic laws related to data protection, CZU's internal regulations, and client instructions.
- b) The University Counselling Centre further commits to not using or misusing personal data for any purpose other than that for which it was provided, i.e., for the provision of counselling services.



- c) The University Counselling Centre commits to adhering to all other obligations set forth by the GDPR and applicable legal regulations within the Czech Republic concerning data protection. The University Counselling Centre declares that it meets all statutory obligations arising from the GDPR and other legal regulations.
- d) The University Counselling Centre commits to making every effort to rectify any unlawful state related to the provided personal data in connection with counselling activities, should such a breach of GDPR or other data protection laws occur, immediately upon such discovery.
- e) The University Counselling Centre declares that it is capable of ensuring the technical and organisational security of the personal data provided in connection with counselling activities as per this organisational order. This includes taking all necessary measures to prevent unauthorised or accidental access to personal data, its alteration, destruction, loss, or misuse, particularly by restricting the circle of individuals who can handle personal data, ensuring their confidentiality regarding the data they learn during processing, and securing rooms and computers against intrusion by third parties.
- f) The client is obliged to familiarise themselves with the principles of personal data processing by CZU and the University Counselling Centre, the conditions for collecting, processing, and storing personal data, as well as the rights they can exercise in relation to the counselling centre regarding the processing and storage of personal data. This obligation is in accordance with Article 13 of the GDPR. This information is provided on the organiser's course website DU: <https://gdpr.czu.cz/cs/r-13670-pravni-prohlaseni>.