

RDCounselling

Confidentiality & Data Protection Policy for Counselling Services

Introduction

A solid foundation of trust is essential to all therapeutic relationships and the confidentiality between counsellor and client is a fundamental requirement of the ongoing therapeutic relationship. The content of counselling sessions is confidential, in accordance with the ethical framework and professional standards of the BACP (British Association of Counselling and Psychotherapists, of which I am a registered member (no: 123781). There are some circumstances in which there could be grounds to breach confidentiality and these are listed below. All clients who enter into an agreement with RDCounselling will be made aware of these exceptions.

- Clinical Supervision. The client work is discussed with a counselling supervisor and the client will only be known either by initial or first name, to preserve the client's anonymity. Counselling supervision is a requirement of the BACP in order to ensure the client is receiving the best quality care and appropriate counselling.
- Client information is only shared outside of supervision in the following circumstances:
 - i. Where there is the risk of harm to self and/or to others
 - ii. The Terrorism Act (2000) requires that the counsellor disclose any belief of suspicion of acts of terrorism
 - iii. The Drug Trafficking Act (1986) requires the counsellor to disclose to the police information of any individual making money through drug trafficking.
 - iv. The Road Traffic Act (2000) requires the counsellor to provide information to the police that might identify a driver in a traffic offence. In addition, if a counsellor becomes aware that a client may be driving whilst unsafe (e.g. through epilepsy, medical condition, drug or alcohol abuse) the law requires the counsellor to pass this information to the DVLA
 - v. The Children Act (1989) requires the counsellor to disclose information or belief that a person under age 18 is a risk of harm
 - vi. If RDCounselling receives a court order
 - vii. A written client request or agreement to share information with another e.g. solicitor or doctor

If RDCounselling believes there are grounds for taking action, it will be discussed with the client (if reasonably possible) before any action is taken. A clinical supervisor will be consulted if at all possible before any action is taken.

Data Protection

Access to the information held by RDCounselling on clients is compliant with the Data Protection Act 2018 (DPA) and General Date Protection Regulation (GDPR). Under the terms of the DPA RDCounselling is required to inform cleints of data held which identifies the client personally and whether and how this is accessible to the client. The information held is kept confidential and all records are kept in written form and securely stored for a period of seven years, as required for insurance purposes. Notes on individual sessions are retained for reference purposes only and are also stored securely. These notes are available to view if requested by the client but remain the property of RDCounselling and may not be copied without prior agreement. The records we hold on individual clients are in three parts:

1. Clients approaching RDCounselling are asked to provide their name, contact details, emergency contact details and diversity details
2. Notes taken during the initial contact & subsequent sessions
3. Confidential records may contain notes on clients which are accessible only to RDCounselling

Any request to see these notes should be made to the RDCounselling in writing. RDCounselling will not release any information regarding the supervisee to any enquirers, without the express permission of the client, or required to do so by law.

Maintaining Client Confidentiality

Any individual who contacts RDCounselling for information about the counselling service, an assessment appointment, or engaging in the counselling process is protected under The Data Protection Act 2018 (DPA) and General Data Protection Regulation (GDPR). The RDCounselling Confidentiality & Data Protection Policy outlines this in more detail to keep clients informed. No information about the client will ordinarily be divulged to any person or organisation outside of RDCounselling, without the client's permission. The policy applies to any client for whom contact does not proceed beyond an initial enquiry, or assessment. The death of the client does not end the obligation of confidentiality.

To restrict unintended disclosure:

- i. client written consent to be provided in writing before releasing identifying and sensitive information will only be released to another agency

- ii. if a client or potential client is known to RDCounselling, then RDCounselling should not engage in the support of that client.
- iii. care is taken to maintain security when storing, processing or transferring all paper or electronic information
- iv. emails sent to clients should also maintain confidentiality

The need to share information within Clinical Supervision

The confidentiality agreement is between RDCounselling and the client. Clients are not fully identifiable within supervision (although this may become necessary for purposes of risk assessment or where the supervisor takes responsibility for a necessary report to another agency).

Third party enquiries

RDCounselling will not release any information regarding the client to any enquirers, without the express permission of the client, unless required to do so by law.

Exceptions to Confidentiality

It may be necessary to break confidentiality in the following circumstances:

- i. There is a risk of serious harm to the client, to someone else, or to the public at large, and it is necessary for RDCounselling to act because the client is unable or unwilling to do so.
- ii. There is a legal obligation (i.e. a court order or witness summons)
- iii. Risk of Serious Harm:
 - a. Where there is reason to believe that a child or young person may be at risk
 - b. Where there is reason to believe that a vulnerable adult may be at risk
 - c. Where there is reason to believe that the client or someone else is likely to be at serious risk or has already been seriously harmed. Serious harm may be physical, psychological or financial
 - d. Suicide risk
 - e. Risks to counsellor is included in any assessment of the potential for serious harm

Emergency Situations

Some situations of immediate or threatened serious violence will justify an immediate 999 call. The safety of the counsellor, client and those in the immediate vicinity is paramount. It is preferable for a client who needs further help, or who is aware of a situation which should be reported to the police or to another authority, to undertake this themselves. However, the more serious the situation appears to be, the more important it is

that RDCounselling demonstrates that the correct action has been taken, and in rare circumstances, this will involve contacting further help (e.g. the police, Social Services, or medical assistance) without the client's permission. Clients will normally be informed of any action which has been taken to breach confidentiality, unless to do so would incur further risk to the safety of the client, the counsellor, or someone else, or would risk impeding an investigation under Child Protection or other relevant procedures.

Legal Obligations

- i. The police have no access to records without a court order.
- ii. A court may order RDCounselling to appear as a witness, and to produce records.
- iii. Subject to the exceptions listed below, there is no legal duty to report a crime. If RDCounselling is concerned about information that s/he may have about a crime not covered by the exceptions listed below, this should be tested, with a supervisor, against the "serious harm" criteria set out above.

In practice the courts are sensitive to the ethical dilemma; it is permissible as a "conscientious witness" to request the court to waive or restrict its powers to order disclosure. In criminal cases, information held by RDCounselling will rarely constitute evidence. In civil cases, RDCounselling would not have the status of "expert witness."

Variations to Confidentiality

Referral to other agencies

RDCounselling works on the principle that client autonomy will be respected. If it is felt that a client would benefit from the services of another agency, RDCounselling will supply the relevant information and support the client to make their own contact. Only in cases where the client seems too distressed, shocked or otherwise incapacitated will we do this, with their permission, which should be recorded.

Partnership working

RDCounselling continually seeks to widen access to its services by seeking partnerships with professionals and agencies in support of our most vulnerable clients. Some clients may need an interpreter, signer or translator during counselling sessions. The therapeutic and confidentiality agreements will be amended to accommodate any such need.

Court Proceedings

A client can request that notes and records are released in the event of court proceedings, and these may also be requested by a court order. Client consent will be obtained before releasing any information, except in the case of a court order. Any request to see these notes should be made to RDCounselling in writing.

Disclosures of past abuse

Disclosures in the course of ongoing support work, where the alleged perpetrator is still alive, concerns may arise as to whether the perpetrator has access to children, whether in a family setting, through employment, or any other situation. In this case, the guidance in the Children Act 1989 will be followed.

Children and Young People

RDCounselling does not currently offer counselling services to children and young people (under age 18).

Complaints about RDCounselling

Any complaints are taken seriously and will be dealt with in accordance with the BACP Complaints procedure. Any concerns should be addressed initially to RDCounselling. If the client and counsellor are not able to resolve the issue verbally, then a written complaint should be made to RDCounselling. Complaints investigations may mean some reduction in the level of confidentiality offered to a client, in that the complaint may be investigated by someone not previously familiar with the case. All clients have the right to make their concerns known to the BACP, of which Rebecca Duncan is an accredited registered member: no 123871. Further guidance is available at www.bacp.co.uk/prof_conduct.
