

COMMUNICATION, CONFIDENTIALITY & PRIVACY POLICY

Introduction

Confidentiality and your privacy is a top priority. This document takes account of up to date legislation and outlines my policies and procedures in relation to how I communicate as a mental health professional and how you can expect me to respond to various interactions that may occur between us. I'm committed to always being a good custodian of your personal information, handling it in a responsible manner, and securing it with industry standard administrative, technical and physical safeguards. I follow two guiding principles when it comes to privacy: **transparency** - I work to be transparent about what personal information I collect and process and **simplicity** - I use easy-to-understand language to describe my privacy practices to help you make informed choices.

About me

I am registered with the Information Commissioner's Office (ICO) and also with the National Counselling Society, Tappy Twins Charity, and am an associate of DGF Psychology. I have 30 years' experience, enhanced DBS and insurance relevant to my practise.

Ways to communicate:

Email:

I prefer to communicate via email for general enquires appointments and queries in-between sessions because it provides both of us with written evidence of our interaction/arrangements. I make every effort to check my emails regularly and will respond as soon as I am able to. I will set an 'out of office' email reply for those times when I am on leave. Consideration should be given before emailing me content related to therapy sessions as emails may not be completely secure or confidential because all emails are retained in the logs of Internet service providers. While it is unlikely that someone will be looking at these logs, they are, in theory, available to be read by the system administrator(s) of the Internet service provider you use. You should also know that any emails I receive from you and any responses that I send to you become a part of your legal record. It may be that you have a query or need additional support in-between planned sessions and email support can be a good way of doing this so I do not charge for emails that are brief (e.g. 5 minutes) for me to write, however longer replies that may require me to allocate specific time may be subject to remuneration at the usual hourly rate e.g.; writing referrals, letters to GP/School or assessment/review reports.

Phone calls:

I offer a free 15 min telephone consultation for those making initial enquires or referrals. There may be times when I am unable to answer my phone but if you leave a voicemail, I will return your call at my earliest convenience. (Please note that sometimes voicemail messages can take a while to register). When making phone calls, we should both ensure (where possible) that we are in a safe and private environment with minimal disruptions. In order to observe boundaries between my work and home life, I am the only person that can access my phone which is password protected and has thumbprint recognition. Calls, emails or text messages outside of working hours are answered at my discretion (e.g. I have availability, or because of their urgency).

Text messages:

Communicating a more urgent situation (e.g. to let me know you are unwell and cannot make it) is better done by text as this is likely to reach me quicker than a voicemail or email. Texts may also be useful if there is a need for me/you to briefly 'check in' with each other between sessions if that's agreed as part of the therapeutic support service. Please note that the written word in texts (and emails) can easily be misconstrued so it's important that we both make sure we understand each other's viewpoint / seek clarification to avoid any misleading and avoid using shortened phrases to avoid misunderstandings e.g.: LOL could mean laugh out loud or to some people in intimate relationships, lots of love!

Communicating with Children and Young people

For children under 13 years old, I need specific consent from whoever holds parental responsibility for the child in order to communicate with them directly by phone, email, text, online. Because under 18's will not have the legal contract for phones/ISP, parent/guardians will need to consent to share their email addresses and phone number in case I need to contact them if I lose connection with the young person or if there is emergency. I will need an understanding of who owns the contract for the device the child/young person is using and assurances that the young person can communicate confidentially (i.e.; parents are not checking content) due to Gillick/Fraser competencies which apply to children aged 13 upwards.

Using social media to contact me

I realise in today's society that social media is a quick and easy way to contact people and if this is the only means by which you can contact me then please let me know and we can discuss/agree how we can both make this a safe/secure experience.

'Friending'

I can only be in one relationship with you; either I am your therapist or your friend (although I like to think of myself as a friendly therapist!). For that reason, I will not accept friend requests from current clients on any social networking site (e.g. Facebook). I believe that adding current clients as friends or contacts on these sites can compromise confidentiality and respective privacy. It may also blur the boundaries of our therapeutic relationship whilst we are working together. I believe casual viewing of clients' online content outside of the serviced provided can create confusion in regard to whether it's being done as a part of your treatment or to satisfy my personal curiosity. In addition, viewing your online activities without your consent and without our explicit arrangement towards a specific purpose could potentially have a negative influence on our working relationship. If there are things from your online life that you wish to share with me, please bring them into our sessions where we can view and explore them together, during the session. I do however see value in 'keeping in touch' with people after the therapeutic relationship has ended and I realise that social media may be a way to do this, therefore after a period of time that our professional relationship has ended, it might be mutually agreeable to use social media. Be assured that I will not disclose to anyone how I came to know you. If we become professionally involved again, then this 'friend status' will be removed.

'Conflict of interest'

It may be that you have been recommended to me by a friend/family member or it might come to our attention that we might know someone in mine or your family or friend / social network. If this becomes apparent, we will need to discuss if this would affect me providing a service if this might affect our therapeutic relationship e.g.: how we will manage confidentiality issues. If you believe that there might be a conflict of interest, then we can discuss this and possibly consider referral to another professional.

'Fanning / Liking'

As of 29.3.20, I deleted my business Facebook Page after concluding that the potential risks of maintaining such a page outweigh any potential gains. If during the course of our therapeutic engagement you ask me to 'fan or like' one of your own pages, I will decline for boundary/privacy reasons.

Use of search engines

It is not a regular part of my practice to search for clients on Google or Facebook or other search engines. Extremely rare exceptions may be made during times of crisis e.g. If I have a reason to suspect that you are in danger and you have not been in touch with me via our usual means (coming to appointments, phone, or email) there might be an instance in which using a search engine (to find you, find someone close to you, or to check on your recent status updates) becomes necessary as part of ensuring your welfare. These are unusual situations and if I ever resort to such means, I will fully document it and discuss it with you when we next meet.

Business Review Sites

You may find my practice on sites such as Google, Yahoo, Bing, or other places which list businesses. Some of these sites include forums in which users rate their providers and add reviews. Many of these sites comb search engines for business listings and automatically add listings regardless of whether the business has added itself to the site. If you should find my listing on any of these sites, please know that my listing is not a request for a testimonial, rating, or endorsement from you as my client. Of course, you have a right to express yourself on any site you wish. But due to confidentiality, I cannot respond to any review on any of these sites whether it is positive or negative. I urge you to take your own privacy as seriously as I take my commitment of confidentiality to you. You should also be aware that if you are using these sites to communicate indirectly with me about your feelings about our work, there is a good possibility that I may never see it. If we are working together, I hope that you will bring your feelings and reactions to our work directly into the therapy process. This can be an important part of therapy, even if you decide we are not a good fit. None of this is meant to keep you from sharing that you are in therapy with me wherever and with whom-ever you like. Confidentiality means that I cannot tell people that you are my client, however you are free to tell anyone that I'm your therapist or how you feel about the treatment I provided to you, in any forum of your choosing. If you do choose to write something on a business review site, I hope you will keep in mind that you may be sharing personally revealing information in a public forum so I'd urge you to create a pseudonym that is not linked to your regular email address or friend networks for your own privacy and protection.

Location-Based Services

If you use location-based services on your mobile phone, you may wish to be aware of the privacy issues related to using these services. I do not place my office as a check-in location on various sites however; the therapy rooms and schools I visit may do. If you have GPS tracking enabled on your device, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office or the therapy rooms on a regular basis. Please be aware of this risk if you are intentionally "checking in" or if you have a passive LBS app enabled on your phone.

Professional Etiquette

Although I like to think I am a 'down to earth person', I am also professional and will keep boundaries and a professional etiquette at all times and I would ask that you do the same. This is important because it creates a mutually respectful atmosphere. Should you write/text/say anything that is deemed as inappropriate, then I might not respond until I have decided the right course of action to address this situation (and I may need to discuss it with my supervisor or even the police if there is a serious threat). If you ever feel that I have not communicated in an appropriate manner then please talk to me about it and of course you have the right to complain, should you wish to.

Confidentiality

The content of sessions and service provision is private and confidential due to client/therapist privilege. Confidentiality is considered to be one of the foundations of the therapeutic relationship. Clients may share / disclose personal information with a therapist and they will feel more confident to do this if they are reassured that their personal information will be discussed and recorded in confidence. There are ethical and legal frameworks about the protection of sensitive information and there are also legal and ethical frameworks for the protection of the public and individuals. There may be occasions when there is a perceived conflict between the professional and moral duty of confidentiality and the need to disclose information that is considered to be in the public interest or individual protection. Legal rights to confidentiality are enforceable by legal orders e.g. injunctions or actions for breach of contract, damages, orders for compensation. Common law (decisions made by the courts) impose a duty of confidentiality where information is disclosed in confidence or in circumstances where a reasonable person ought to know that the information ought to be confidential. Statutory provisions (e.g. GDPR, Human Rights Act). Contracts between therapist and client are enforceable by a complaints procedure and investigation process, and in the case of actions by public bodies, possibly legal action for judicial review of administrative or other actions challenged. (For someone with a complaint about an issue relating to confidentiality, these procedures often involve less financial risk than court proceedings.) On the outset of therapy it is my responsibility to explain to you (the client) and ensure you understand about confidentiality: To know the extent and limitations of the confidentiality, to be told the circumstances in which I may breach confidentiality. During your contact with me, I will not share your information with any third parties unless:

1. You have consented for me to share information (for example by gaining your permission before contacting your GP)
2. It is required for the management of your case (e.g. seeking guidance from my supervisor)
3. It is as part of my duty to protect a child, a vulnerable adult, yourself or the public under safeguarding and prevent duties
4. For the prevention and detection of a crime or to protect the rights, property or safety of regulatory bodies or any third parties (e.g. assessment of tax fraud)
5. I transfer my rights and duties to provide services to another therapist or organisation
6. I am required to do so by a relevant regulatory authority e.g. I may need to share information during an inspection or audit by NCS or HMRC. This would only be in accordance with their policies and procedures and only specific information would be shared on a need to know basis e.g. avoiding any identifiable or sensitive information.

7. In the unlikely event, I am diagnosed with a contagious medical condition (e.g. COVID-19) the Government allow the NHS to request a list of people I have come in contact with. In such circumstances I would have to inform the NHS of my contact with you. I will of course let you know.
8. Living Will – If for any reason I am unable to continue my practice (e.g. ill health or death), I have made arrangements with my clinical supervisor (DGF Psychology) to contact you by email to inform you / provide support / make alternative arrangements.
9. The police may request access to records under Schedule 2 Part 1 Paragraph 2 of the Data Protection Act 2018 and GDPR Article 6(1) (d). If the public interest and safety out-weighs the duty of confidentiality; this is likely to involve crimes of a very serious nature or where a serious offence is being investigated. If information relating to terrorism has been acquired or the provisions of Section 172 of the Road Traffic Act 1988 apply (your name and address must be given). Where the investigation concerns offences involving motor vehicles I will be required to provide the Police with your name/occupant/driver demographic details. Under Section 168 (2) (b) of the 1972 Road Traffic Act any person I must give information that may lead to the identification of the driver of a vehicle, where the driver is alleged to have committed an offence under the Act. It should be noted that the information is restricted only to enable an identification of the driver and no other information will be given. (Hunter-v-Mann 1974). The Police will not be permitted to examine any notes or information kept unless a written request has been received and the release of information is for the prevention and detection of crime and is a life or death matter and the decision has been made that its release is 'in the public interest and safety' then the appropriate information must be released. The Police can therefore over-ride the duty of confidentiality. I.e. there is sufficient public interest justification to release it.
10. Mental capacity is a legal concept of a person's ability to make rational, informed decisions. It is presumed in law that adults and children over the age of sixteen have the mental capacity and legal power to give or withhold consent in medical and health care matters. Because I work with children and young people (less than 18yrs) I need to have valid consent to enter into the therapeutic contract from someone with 'Parental responsibility' which is the legal basis for making decisions about a child (including consent for medical or therapeutic treatment). Responding appropriately to clients who may be at risk of suicidal or serious self-harm creates one of the most challenging situations encountered by counsellors/practitioners. As there is no general duty to rescue in British law, I need to be explicit about reserving the power to breach confidentiality for a suicidal adult client. To do so without explicit agreement may constitute an actionable breach of confidence, however, I also have a duty of care. If an adult I am working with is likely to harm him/her or others who will not give consent for referral then I must carefully consider the ethics of going against their known wishes and also the possible consequences for them of either referral or non-referral. Ideally if this kind of behaviour is already known, I will discuss a safety plan and agree that we use this. Should I ever need to breach confidentiality/consent I will consider and discuss with my supervisor the following issues:
 - What has the client given me permission to do?
 - Does that permission include referral?
 - If I refer, what is likely to happen?
 - If I do not refer, what is likely to happen?
 - Do the likely consequences of non-referral include serious harm to the client or others?
 - Are the likely consequences preventable?
 - Is there anything I (or anyone else) can do to prevent serious harm?
 - What steps would need to be taken?

- How could the client be helped to accept the proposed action?
- Does my client have the mental capacity to give explicit informed consent at this moment in time?
- If the client does not have mental capacity, then what are my professional responsibilities to the client and in the public interest?
- If the client has mental capacity, but does not consent to my proposed action (e.g. referral to a GP), what is my legal situation if I go ahead and do it anyway?

Please be reassured that if I am required to disclose any information about you, then only the minimum, or relevant, information, to satisfy the request will be given

How I use your information - Storage and management of personal information

My principal data management system is Google and WIX system which is maintained and developed by a third party processor. This system enables me to efficiently store any information about my clients, former clients and other stakeholders in a way that ensures adequate security and only allows me to access personal information. It also simplifies my responsibilities for data retention and subject access requests.

Visitors to my website

When someone visits my Website I use a third party service, Google Analytics, to collect standard internet log information and details of visitor behaviour patterns. I do this to find out things such as the number of visitors to the various parts of the site. This information is only processed in a way that does not identify anyone. I do not make, and do not allow Google to make, any attempt to find out the identities of those visiting my Website. I use Google Analytics so that I can continually improve my service to you; I also use WIX as the content management system for my website (you can read more about that on their respective websites). Like most websites I use cookies to help the site work more efficiently. No user-specific data is collected by me or any third party. If you fill in a form on my website, that data will be temporarily stored on the host before being sent to me for example.

Clients and former clients

The legal basis I have used with former and for processing existing or new clients' personal information is a combination of factual information supplied from the client, alongside any notes I might make in connection with assessments and within sessions. I carefully safeguard the information I hold about clients and keep notes taken to a minimum. The information may also come from clients' interactions with me, for example, through text/email, website usage or surveys. It may include, for example, contact details, interests or guidance documents downloaded from my website.

What the information is used for

I collect this information to provide services and to inform them of my development of new and improved services to continue to meet my clients' needs. I may also make a record of any communications with clients (e.g. notes from a phone call) and this may be done to help me remember what we have talked about or to note important information that might be given to me. I may also share some information with my supervisor for the purpose of obtaining advice, guidance or support and / or to improve my services and for training and quality purposes. I may send messages by post, telephone, text, email or other digital methods. These messages may be: to arrange appointments, provide brief support between appointments, to meet my obligations, for example to review outcomes, to keep you informed about the features and benefits of any other services available to you that may be of interest and I will never pass on your information to a third party to use in their own direct marketing without your consent.

Clients of the public who make enquiries

I may take a few basic notes from people who may general enquiries or if I was to provide a 15 min free telephone consultation in order to help me assess and recommend next steps. If an enquiry requires me to take personal data I will explain this at the time e.g. 'would you like me to have your email address so I can send you some information'. I do not record phone calls or sessions (audio / video) unless express permission has been granted. I retain emailed queries from the general public for a maximum of seven years as required by insurance.

Clients and non-clients who attend my training / workshops / events

If you attend one of my events I will hold the information I need in order to deliver this service. My legal basis for holding your data will be a combination of contract and legitimate interest. There may be occasions where it might be beneficial for me to record your session. If this is the case, I will discuss the reasons with you beforehand and obtain your consent. If you attend an event or take part in a promotional activity, I may ask to take your photograph or film you. Any images I hold, whether in still photographs or video, may be covered by the definition of personal data in the GDPR. I will need your consent in order to take and use these images fairly and lawfully and ask you to complete a consent form if I use these for an online video library, publicity and marketing materials, including use on my Website. Filming will primarily focus on the speakers and their presentations; however, it may include some shots of the audience. By attending these events you are deemed to have consented to your inclusion in these recordings. If you don't want to be included in any recording it is your responsibility to tell the cameraman at the event before filming starts. I may use third party processors to help me deliver successful events. I use a wide range of venues, mostly therapy rooms or training venues. I ensure that I have appropriate data protection agreements with all of them.

People who visit my office / therapy rooms / training venues

Some venues that I use may have closed circuit TV for the prevention and protection of those using the facility. Clients may be required to sign in for fire safety reasons. The venue will have their own policies and procedures in relation to this and you can access these by asking at their reception desk. I do not have any CCTV or recording devices at my office.

People who might take part in surveys or sign up to newsletters

I may use third party processors for both my internal and external surveys and if so, will only collect minimal personal data in surveys - generally only IP address and email address so that I can keep in touch. I will only keep information only for the duration of the survey campaign. If you sign up to a newsletter then I will use a third party to keep your data, to distribute the newsletter and to keep track of open rates and other standard media measures. And, I will only keep your email and name and will renew your consent frequently.

Information retention

By engaging with my services, you grant me permission to process personal data which you have provided. I will keep records for audit and insurance purpose reasons for seven years, I'll also keep records of qualifications, complaints and adjudications for seven years. The basic records of a client's name will be kept indefinitely in case ex-clients wish to re-engage my services. All data is kept securely. Paper records are kept in locked cabinets and then archived in a secure facility. Computer records are securely filled and password protected twice. When you make a payment for my services online, I use a third party processor to manage the process e.g. internet banking or PayPal.

Your rights

Under the General Data Protection Regulation (GDPR) you have rights as an individual data subject which you can exercise in relation to the information I hold about you. You can read more about these rights on the <https://ico.org.uk/your-data-matters/>

Access to your personal information

I will be as open as I can in terms of giving people access to their personal information. Clients can find out if I hold any personal information about them by making a 'subject access request' under GDPR. If I do hold information about you I will: give you a description of it, tell you why I am holding it, tell you who it could be disclosed to and let you have a copy of the information in an intelligible form. To request any personal information I may hold, you must put your request in writing and send it via email to: info@sharonbranagh.co.uk. If you agree, I'll try to deal with your request informally, for example by providing you with the specific information you need over the telephone. You can ask me to correct any mistakes in any information I hold.

Right to be forgotten

You have the right to ask me to erase any information that I hold about you. This includes your personal information that is no longer relevant to original purposes, or if you wish to withdraw from the service. In all cases and when considering such requests, these rights are obligatory unless it's information that I have a legal obligation to retain.

Queries, concerns or Complaints

If you have a query, please talk to me. I try to meet the highest professional standards and I take any concerns very seriously in an open and honest manner. Please talk to me if you think my communication is unfair, misleading or inappropriate, or if you want to make a complaint you can do so directly with the ICO <https://ico.org.uk/make-a-complaint/> as the statutory body which oversees data protection law or by contacting the NCS (National Counselling Society). <https://www.nationalcounsellingsociety.org/help/have-a-concern/complaining-about-a-therapist>

And finally...

Phew! That was a lot of information to take in. If you would like me to explain how all of the above relates to the service you are receiving from me, then just let me know! I'll update this notice regularly to ensure it continues to comply with the latest regulations and best practice. This privacy notice was reviewed on 27/3/20 and on 6/1/21. Next review: January 2022



Sharon Branagh

Specialist Practitioner & Therapist
