**CONFIDENTIALITY POLICY**

Name of Organisation: Pony Partnerships CIC

Venue Address for which policy applies: All venues

Date of last review: December 1st 2016

Date of next review: December 1st 2017

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**Confidentiality:** To ensure open exploration of the concerns that have brought you to therapy, I maintain confidentiality in accordance with the British Association of Counselling and Psychotherapy (BACP) Ethical Framework for Good Practice in Counselling & Psychotherapy (Code of Ethics) – see <http://www.bacp.co.uk/ethical_framework/new_ef.php>. I am a registered member of the BACP and bound by their Code of Ethics. I receive regular supervision in accordance with the BACP Code of Ethics to provide the best possible service to you. My Supervisor also abides by the same standards for confidentiality.

Under the same BACP Code of Ethics, I keep client records (short summaries about what happens in session). I adhere to the Data Protection Act of 1998 see [www.legislation.gov.uk/ukpga/1998/29/contents](http://www.legislation.gov.uk/ukpga/1998/29/contents).

All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without your written permission, except where law requires disclosure. Likewise, you are expected to keep our communications confidential and you understand that all records of communication between client and therapist remain the property of Pony Partnerships CIC. Verbatim material from therapy sessions remain in the client record and should never be revealed publicly unless both client and therapist agree.

**Exceptions to Confidentiality:** I must pass on any information to the relevant authorities in cases where human safety is concerned including the following cases:

1. If you threaten harm to yourself or to another person
2. If we believe a child or protected adult is at risk of harm or abuse
3. If the courts instruct us to give information
4. If you share information about a proposed act of terrorism or other illegal act

If I feel that either you or someone else is in danger or at risk of harm, I would first endeavour to discuss with you my decision for breaking confidentiality. Depending on the circumstances this may be your General Practitioner (GP) or Doctor, the individual in danger, a Social Worker and/or the Police. However, I retain the right to break confidentiality without prior consultation with you should I consider that the urgency of the situation requires me to act immediately to safeguard the physical safety of yourself or others.

*When Disclosure Is Required By Law*
Some of the circumstances where disclosure is required by the law are: where there is a reasonable suspicion of child, dependent or elder, abuse or neglect; and where a client presents a danger to self, to others, to property, or is gravely disabled.

*When Disclosure May be Required*
Disclosure may be required pursuant to a legal proceeding. If you are involved in a custody dispute or if you place your mental status at issue in litigation initiated by you, the defendant may have the right to obtain the psychotherapy records and/or testimony by me. In couple and family therapy, or when different family members are seen individually, confidentiality and privilege do not apply between the couple or among family members. I will use my clinical judgment when revealing such information. I will not release records to any outside party unless I am authorised to do so by all adult family members who were part of the treatment.

*Harm to Self or Others*
If there is an emergency during our work together, or in the future after termination, In which I become concerned about your personal safety, the possibility of you injuring someone else, or about you receiving proper psychiatric care, I will do whatever I can within the limits of the law, to prevent you from injuring yourself or others and to ensure that you receive the proper medical care. For this purpose, I may also contact the police, hospital or an emergency contact whose name you have provided.

**Confidentiality of Online & Mobile Phone Communication:**

* Text messaging via mobile phone is acceptable for appointments and housekeeping issues only.
* If you call me, please be aware that unless we are both on land line phones, the conversation is not confidential.
* Any computer files referencing our communication are maintained using secure and encrypted measures.
* I will not respond to personal and clinical concerns via regular email.
* If you wish to use email as a way to “journal” information between sessions, you understand that I may not have the opportunity to review your journal emails until our next scheduled session.
* You understand that emails between sessions that contain confidential information will be sent via encryption.
* I make every effort to keep all information confidential.

I encourage you to only communicate through a computer that you know is safe i.e. wherein confidentiality can be ensured.  Be sure to fully exit all online counselling sessions and emails. If you used **location-based services** on your mobile phone, you may wish to be aware of the privacy issues related to using these services. If you have GPS tracking enabled on your device and applications such as Facebook, it is possible that others may surmise that you are a therapy client due to regular check-ins at my office. Please be aware of this risk if you are intentionally “checking in,” from my office or if you have a passive LBS app enabled on your phone.

It is not a regular part of my practice to **search for client information online** through search engines such as Google or social media sites such as Facebook. Extremely rare exceptions may be made during times of crisis. 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

**Limitations regarding online therapy:** You as the client understand that distance therapy is a different experience as compared to in-person sessions, among those being the lack of “personal” face-to-face interactions, the lack of visual and audio cues in the therapy process to which you may have previously come to expect. You understand that telephone/online therapy with me is not a substitute for medication under the care of a psychiatrist or doctor. You understand that online and telephone therapy is not appropriate if you are experiencing a crisis or having suicidal or homicidal thoughts.

**Confidentiality for Couples, Families and Groups:** When couples, families or groups meet for relationship counselling, sometimes the clients will meet all together for counselling and sometimes they may meet individually. When individuals attend counselling sessions I will not reveal any confidential information shared in an individual session with partners, other family or group members involved in relationship counselling without the prior written permission of that individual.

**Litigation Limitation:** Due to the nature of the therapeutic process and the fact that it often involves making a full disclosure with regard to many matters which may be of a confidential nature, it is agreed that should there be legal proceedings (such as, but not limited to divorce and custody disputes, injuries, lawsuits, etc.), neither you (client) nor your attorney, nor anyone else acting on your behalf will call on me to testify in court or at any other proceeding, nor will a disclosure of the psychotherapy records be requested.

**Consultation and Peer Supervision**: I consult regularly with other professionals regarding my clients; however, the client’s name or other identifying information is never disclosed. The client’s identity remains completely anonymous, and confidentiality is fully maintained. In certain cases, you, the client, may request that I share information concerning you. In these cases, I require written permission from you before I can carry out your request. I will release information to any agency/person you specify unless I conclude that releasing such information might be harmful in any way.