

CONFIDENTIALITY GUIDELINES

COUNSELLORS IN TRAINING

These should be read in conjunction with Wellspring's "Principles & Practice of Confidentiality"

THE DUTY OF CONFIDENTIALITY

Everyone who works within Wellspring is bound by a duty of confidentiality towards all clients and potential clients seeking Wellspring's help. Trainees are also required to protect client confidentiality in accordance with the BACP *Ethical Framework for Good Practice in Counselling and Psychotherapy* and COSCA's *Statement of Ethics and Code of Practice*.

Trainees must also safeguard all confidential matters relating to Wellspring, both during and after their placement period. They have a responsibility to respect the organisation and to safeguard Wellspring's standing in the community.

CLIENT WORK

1. Any disclosure of confidential information about clients must be restricted to furthering the purposes for which it was originally disclosed (with the exception of point 2 below).
2. Where it is agreed with the client that their material may be used for training purposes, their written permission must be obtained *in the first session* if sessions are to be taped.
 - Consent: The client must know the exact purpose of the recording and must give consent willingly and without pressure of any kind.
 - Security & Disposal: Recordings must be kept under strict security and should be destroyed as soon as they have served the purpose for which they were made.
 - Client access: under Data Protection legislation recordings are subject to access requests from clients.
3. Great care will be taken in clinical discussion within the training to protect the anonymity of clients.
4. If a client is at risk of self-harm, or of harming others, disclosure may be necessary. If you have concerns you should contact your supervisor immediately or the Co-ordinator of Clinical Services if your supervisor is not available.
5. Contact with a GP or other professional outwith Wellspring should always be with the client's knowledge, and preferably with their signed consent. You will

never make such contact without prior discussion with and permission from your Wellspring supervisor.

6. Disclosure of confidential material may be authorised by client consent or demanded by the law. Any disclosures should be undertaken in ways that best protect the client's trust. You will never make such a disclosure without prior discussion with your Wellspring supervisor.
7. Records and personally identifiable and sensitive information must be protected from unauthorised disclosure. Wellspring keeps client records, but trainees are responsible for their own client information and personal notes. These will be securely retained by you and care should be taken that they do not contain clients' names or addresses. All notes and records should be held in accordance with the Data Protection Act (See Wellspring's *Data Protection Policy* and document on *Therapists' Notes & Record Keeping*) and should be disposed of by shredding.
8. Some clients do not wish family or friends to know that they have made contact with or are attending Wellspring. You need to take particular care when phoning or leaving messages, including answering machine messages, for clients not to disclose that the call is from Wellspring.
9. If you meet a client in the street, to acknowledge them may risk breaching confidentiality. Let that person make the decision to recognise you or not.

THE WELLSPRING OFFICE

1. Confidential material left lying in the Wellspring office, or information on an unattended computer, may be seen by those not entitled to do so. It is important not to leave such information visible. It should be locked away or removed from the screen even if you are out of the office for only a brief period.
2. Wellspring's shredder may be used to destroy notes and other confidential material.
3. If you respond to a telephone call to Wellspring from an enquirer who asks whether a named individual is a client of Wellspring's, even to confirm this is a breach of confidentiality unless the client has given consent for this to be disclosed. You should ask if the enquirer would like you to pass on a message "if the person is a client of Wellspring's".

CONFIDENTIALITY PERTAINING TO TRAINEE SUPERVISION

Wellspring supervisors meet together and with the Co-ordinator of Clinical Services to discuss supervisory issues. The purpose of these meetings is to sustain a high quality of supervision, to consider issues relating to trainee

development and support, and to address any areas of concern relating to trainees or their work with clients.

Communication between supervisors and the Clinical Co-ordinator about trainees is confidential within this group. Any disclosure of material from supervision will be made by the supervisor in a professional and respectful manner and unnecessary disclosure avoided. Where possible, matters of concern relating to a trainee personally, or to a trainee's practice will be discussed with the trainee present. These matters may need to be raised initially in the group prior to inviting the trainee to a meeting.

CONFIDENTIALITY AGREEMENT

As part of your contract with Wellspring you are asked to sign a Confidentiality Agreement, two copies of which you will find attached. They should be signed by you and by the Clinical Co-ordinator or your supervisor. One copy should be retained by you and the other by Wellspring.

CONFIDENTIALITY AGREEMENT COUNSELLORS IN TRAINING

This agreement is made between **Wellspring** and _____

on _____ day of _____ 200__.

- I have read and understood Wellspring's *Confidentiality Guidelines: Counsellors in Training*, the *Principles & Practice of Confidentiality, Therapists' Notes & Record Keeping* and *Client Access to Notes and Records*.
- I agree to maintain client confidentiality as set out in these documents and in accordance with the ethical principles of BACP and COSCA and with Data Protection legislation.
- I also undertake to safeguard all confidential or sensitive information relating to Wellspring that I may encounter in the course of my placement and not to disclose it to third parties.
- Should I come across clinically or commercially sensitive information to which trainees do not normally have access, including any sensitive information about the business activities of organisational clients, I shall treat this in strictest confidence and will not disclose it to anyone outside Wellspring. This includes the information that an organisation has an Employee Assistance Programme with Wellspring.

Signed

Name (please print)

Date

Witnessed for Wellspring

Name (please print)

Date