Appendix 2. For Guidance and Elucidation only on Ethical matters.

(Taken from the IPSS Code of Ethics. (2009)- now superceded by the UKCP Code of Ethics and Professional Practice.)

1. MEMBERS' PROFESSIONAL DURIES AND RESPONSIBILITIES.

- **The member's duty to the psychotherapy clients and public overrides his/her duty to colleagues.**
- **A member or applicants shall not speak unfairly, professionally or personally, of a colleague to a client or potential client of that colleague.**
- **Members and applicants shall not work professionally during any period of suspension from membership or traineeship of IPSS arising from any criminal conviction becoming relevant to the practice of psychotherapy or following upon any successful complaint under the disciplinary process of IPSS.**
- **The psychotherapist should acknowledge that their professional and personal conduct may have both positive and negative effects on the way they are experienced by a client. Members of IPSS undertake, in a continuing process, to critically examine the impact these effects may have on the psychotherapeutic relationship with any client, placing a priority on preserving the client's psychotherapeutic best interests.**
- **Subject to the rules of confidentiality and other code of ethics adhered to by the psychotherapist as both a member of IPSS and UKCP, the psychotherapist commits to co-operating with any lawful investigation or inquiry relating to their capacity to appropriately carry out their psychotherapy practise.**

2. RESPONSIBILITIES TO CLIENTS

2.1 **Indemnity insurance** **All IPSS members and applicants are required to ensure that their professional work is covered by the appropriate indemnity insurance, against possible claims for damages for alleged negligence, malpractice or accidental injury.**

2.2 **A member or applicants must not exclude a client from therapy solely on the basis of the client's race, religion, sexual orientation, nation of origin or physical disability.**

2.3 **Once a client has decided to start therapy it is essential to make a clear agreement about issues that affect the mutual commitment between therapist and client. These will include dates and times of meetings, holiday arrangements, and required notification of absence or the intention to terminate therapy. In the case of the necessity for psychiatric and/or medical cover or referral to other therapists or organisations, this will be openly discussed with the client.**

2.4 **Financial arrangements must be fully discussed. Before therapy begins agreements must be made concerning fees, payments for missed sessions and cancellation agreements, etc.**

2.5 **Respecting confidentiality and the protection of confidential and sensitive professional information from unauthorised disclosure are fundamental requirements. A client may authorise disclosure of**

information, and should be informed of the law in exceptional circumstances as detailed in the Code of Ethics, Section 2.10.

2.6 All material held on computer must be kept secure. Computerised information must conform to the requirements of the Data Protection Act 1986 and its subsequent revisions. Publicity material will be limited to factual information regarding training, qualifications and services offered. Demeaning and/or comparative statements about other therapists or training is not acceptable.

2.7 Members and applicants are responsible for ensuring that arrangements are in place to safeguard the client's therapeutic needs during their absences like holidays, or in the event of illness or death.

3. CLIENT CONTRACTS.

Contracts with clients are explicit regarding fees, payment schedule, holidays and cancellations of sessions. Contracts include matters of data protection and confidentiality. All issues of termination, transfer, etc. are to be discussed and mutual agreements made for specific requirements. The number of sessions required to be set aside for the issues arising from termination should be stated and mutually agreed upon in the initial assessment. In cases where financial hardship may be involved, members should ensure that potential clients are aware of free or less expensive comparable services, before embarking on a course of therapy for which fees are charged.

4. CLIENT CONFIDENTIALITY

Disclosure is covered in the UKCP safeguarding guidelines (2018) and the preservation of confidentiality in the UKCP Code of Ethics and Professional Practice (2019) and these must be the psychotherapist's first point of reference. Psychotherapists are required to preserve client confidentiality, and only to disclose information with the client's explicit agreement apart from in exceptional circumstances. Clients should be adequately informed of the limits of confidentiality under the law and in situations in which clients pose the risk of causing serious harm to themselves or others. Within the public sector (NHS, voluntary sector of social services), knowledge of the client may well be discussed in clinical meetings and all psychotherapists must observe individual codes of ethics and practice in such organisations, with regard to the limits of confidentiality and circumstances under which it might be broken to specific third parties. Where this is counter to policy contained within the UKCP **safeguarding guidelines (2018) and UKCP Code of Ethics and Professional Practice (2019)** advice should be sought from the IPSS or UKCP Ethics Committee.

3.1 Exceptions to confidentiality

In transfers and referrals mutually agreed between client and therapist, the client's permission must be obtained before pertinent information may be shared with the new therapist.

3.2 Giving information to the police and courts

Generally speaking, there is no legal duty to give information, either spontaneously or by request, unless instructed to do so by a court. Refusal to answer police questions is not an offence, although lying could be. In general terms, the only circumstances in which the police can require an answer about a client, and when refusal to give an

answer would be an offence, relate to the prevention of terrorism. It is good practice to ask police personnel to clarify their legal right to an answer before refusing to give one, and to consult a solicitor if they so wish.

3.3 **Formal reports**

When any formal written report from other professionals, e.g. a doctor or probation officer, is requested or exchanged involving disclosure of the client's identity, the issue must first be discussed with the client and the information forwarded only with the client's written and signed consent.

3.4 **Medical issues**

When a medical aspect of a client's condition may be involved, the psychotherapist may wish to seek a medical/psychiatric consultation where appropriate. In this case, permission must be sought from the client first, and/or encourage the client to do so for him/herself. A first approach needs to be made through the client's general practitioner (GP). The client must know if any letter is to be written or phone calls made on their behalf. Within the NHS or within private practice, an initial letter needs to be written to the GP suggesting that it might be appropriate for their patient to see a psychiatrist. A GP may well prescribe medication for, say, depression without the client seeing a psychiatrist first.

3.5 **Harm and self-harm**

In the circumstances when the therapist has grounds to believe that the client may cause, or is causing, serious harm to him/herself or others, the therapist should be alert to the possibility of conflicting responsibilities between those concerning their client, other people who may be significantly affected and society generally. Consultation with a supervisor or experienced practitioner is strongly recommended whenever this would not cause undue delay, and in all cases the aim should be to ensure for the client a good quality of care and outcome that is as respectful of the client's capacity for self-determination and their trust, as circumstances permit.

3.6 **Risk**

With regard to 3.4 and 3.5 above, it may be useful to think in terms of *risk*: a psychotherapist may have to think of dealing with the situation as a risk assessment and act accordingly, if necessary, going with the client to his/her GP or to the Accident and Emergency Department (A&E) in the local hospital. This would be in very rare circumstances. It is essential that **the psychotherapist consults their supervisor if they still see one .**

3.7 **Confidentiality and Supervision.**

For supervision, care must be taken to avoid any information which may lead to identification of the client.

3.8 **Confidentiality and legal issues.**

Guidance on legal matters is set out in Appendix 1. to support good professional practice in psychotherapy alone; as these are not ethical

matters for consideration in themselves. Legislation changes and so do the legal requirements of Psychotherapists.
N.B. The Guidance offered in Appendix 1.is a point of reference and should not be seen as a substitute for up to date legal advice.

3.9 **Note keeping**

Insurers now expect psychotherapists to make notes on clients and advise that, in making the contract with the client, psychotherapists obtain specific consent to make notes. Insurers advise that it may be prudent to agree in writing on the consent form of the notes, the purposes (including supervision) for which they may be used, and the length of time for which they will be retained.

3.3 **Child protection**

All IPSS members and applicants are reminded that where clients disclose current sexual or physical abuse of children, the IPSS psychotherapist is required by the Children Act, 1989, Section 47, to report this with the client's knowledge to the Child Protection Officer within social services in the borough (of London) or county in which the client resides. It is recognised that psychoanalytic work with their client may have to cease thereafter, but it is essential to confer with their supervisor or peer supervision group first in order to clarify the issues, including the possibility of fantasy. The welfare of the child involved is of paramount importance.