

PRIVACY POLICY

This privacy policy is between Dr Carlton Coulter, the nominated Data Controller for Context Therapy under EU General Data Protection Regulation (GDPR), and you, the client.

THE LEGAL BASIS FOR PROCESSING YOUR DATA

Context Therapy has a legitimate interest in the processing of your data for the purposes of providing psychological therapy. The relevant criteria satisfied under the conditions of GDPR is 'healthcare'.

Your data is used:

1. To facilitate the provision of psychological therapy.
2. To process payments for psychological therapy sessions.

CATEGORIES OF DATA

The personal data that you provide can be divided into three separate categories:

1. Sensitive Personal Data (SPD)
2. Personal Data (PD)
3. Pseudonymised Data (PSD)

Sensitive Personal Data

Under GDPR, Sensitive Personal Data is held to be information including, but not limited to, a person's health.

Information relating to therapy which may be considered an example of Sensitive Personal Data includes:

- Notes taken during therapy sessions (Therapy Notes).
- Video recordings of therapy sessions (Video Recordings).
- Forms completed to measure aspects of psychological functioning (Measures).
- Psychological reports and letters (Reports and Letters).
- Information contained in, or related to, telephone calls, text messages or voicemail messages (Calls and Messages).
- Information contained in emails (Emails).
- Information contained in, or relating to, video-therapy sessions (Video-Therapy Sessions).

Personal Data

Under GDPR, Personal Data is held to be information that relates to a specific identifiable person.

Information relating to therapy which may be considered an example of Personal Data includes:

- A spreadsheet used to monitor administration and financial tasks (Client Status Spreadsheet).
- The Data Agreement document (Data Agreement).
- Additional consent forms (Consent Forms).
- The Terms and Conditions document (Terms and Conditions).
- Invoices for therapy sessions (Invoices).
- Bank statements specifying payments made for therapy sessions (Bank Statements).
- A contact record (Contact Record).

Pseudonymised Data

Under GDPR, Pseudonymised Data is held to be information where Personal Data has been substituted with a consistent, but reversible, value.

Information relating to therapy which may be considered an example of Pseudonymised Data includes:

- A spreadsheet used to monitor income (Income and Expenditure Spreadsheet).
- Calendar records (Calendar Records).
- Notes made in the course of clinical supervision sessions (Supervision Notes).

DATA RETENTION PERIODS

Your data will be retained according to 4 specific maximum retention periods, after which the data will be either securely destroyed or fully anonymised.

The 4 maximum retention periods are as follows:

- 30 days from creation / receipt (30 Days).
- 60 days from date of discharge (60 Days).
- 2 years from the end of the calendar year of discharge (2 Years).
- 7 years from the end of the calendar year of discharge (7 Years).

The retention periods for your data are as follows:

| Data | Retention Period | Anonymised / Destroyed |
|------------------------------------|-------------------------|-------------------------------|
| Calls and Messages | 30 Days | Destroyed |
| Video-Therapy Sessions | 30 Days | Destroyed |
| Video Recordings | 60 Days | Destroyed |
| Contact Record | 2 Years | Destroyed |
| Emails | 2 Years | Destroyed |
| Bank Statements | 7 Years | Destroyed |
| Calendar Records | 7 Years | Destroyed |
| Client Status Spreadsheet | 7 Years | Anonymised |
| Consent Forms | 7 Years | Destroyed |
| Data Agreement | 7 Years | Destroyed |
| Income and Expenditure Spreadsheet | 7 Years | Anonymised |
| Invoices | 7 Years | Destroyed |
| Measures | 7 Years | Destroyed |
| Reports and Letters | 7 Years | Destroyed |
| Supervision Notes | 7 Years | Destroyed |
| Terms and Conditions | 7 Years | Destroyed |
| Therapy Notes | 7 Years | Destroyed |

DATA SECURITY

Calendar Information

For each therapy session a calendar entry will be made using the 'Outlook' application developed by Microsoft. Please see <https://www.microsoft.com> for further details.

Contact Information

Prior to your first therapy session, a contact record will be created using the 'Outlook' application developed by Microsoft. Please see <https://www.microsoft.com> for further details.

Devices

Laptops and mobile phones will be protected with passwords / fingerprint technology, and security applications provided by Symantec. Please see <https://www.symantec.com> for further details.

Documents and Files

All documents and files will be stored on a laptop with full-disk encryption provided by the 'VeraCrypt' application developed by IDRIX. Please see <https://www.idrix.fr/> for further details. Documents and files will also be synchronized with a server using end-to-end encryption technology provided by Sync.com. Please see <https://www.sync.com/> for further details.

Emails

Wherever possible, all emails and attachments will be sent securely using end-to-end encryption technology provided by the 'Delivery Trust' application developed by Identillect Technologies. Please see <https://www.identillect.com> for further details. You are advised to initiate all email contact using a secure (encrypted) email application.

Telephone Calls and Messages

Wherever possible, all calls and messages will be transmitted securely using end-to-end encryption technology provided by the 'WhatsApp' application developed by Facebook. Please see <https://www.whatsapp.com/> for further details. You are advised to initiate all call and message contact using the WhatsApp application. If it is not possible to use the WhatsApp application, or you would prefer not to use this application, text messages will be transmitted via the SMS protocol, and telephone calls will be made using a standard 4G mobile phone connection.

Video-Therapy Sessions

Wherever possible, all video-therapy sessions will be conducted securely using encryption technology provided by the 'Skype' application developed by Microsoft. Please see <https://www.microsoft.com> for further details.

Voicemail

Voicemail facilities will be protected using a four-digit PIN.

Wireless Networks

Devices will only ever be connected to secure wireless networks.

DATA SHARING

There are four conditions under which your data may be shared with other parties:

1. In the interest of your own safety, or the safety of members of the public.
2. If it is in your best interest in terms of your mental health.
3. If there is a legal duty to do so.
4. If requested by a Health Insurance Provider or other legal entity involved in the funding of your therapy sessions.

Wherever possible, if any of these four conditions are met, I will discuss the sharing of your data with you prior to your data actually being shared.

For any other circumstances, I will ask you to sign a separate Data Sharing Consent Form to authorise the sharing of your data for a specific purpose. Your decision as to whether your data is shared for any purpose not contained in one of the four conditions above will be entirely voluntary.

YOUR RIGHTS

Under GDPR you have a number of rights with regard to your data, including, but not limited to:

1. The right to access data.
2. The right to data accuracy.
3. The right to data erasure.

The Right to Access Data

If you wish to access the information held about you by Context Therapy, you will need to submit a Subject Access Request in writing via email. Upon receipt of the email all information held about you will be communicated to you via return email within 30 days of the request being received.

The Right to Data Accuracy

If you believe that any information held about you by Context Therapy is inaccurate, you will need to communicate this in writing via email. Upon receipt of the email, the information will be reviewed. If the information is deemed to be inaccurate, the information will be amended, and the amendment will be confirmed in writing via email. If evidence is required to support the request for an amendment, this will be communicated to you in writing via email. Upon receipt of any relevant evidence, the information will be reviewed again, and if the information is deemed to be inaccurate, the information will be amended, with the amendment confirmed to you in writing via email. In situations where evidence cannot be provided to confirm that the

information is inaccurate, or the available evidence does not support an assessment that the information is inaccurate, the existing information will be held to be accurate and will not be amended.

The Right to Data Erasure

At any point you have the right to request that the data held about you by Context Therapy is erased. If you wish to submit a request for data erasure, you will need to communicate this in writing via email. Upon receipt of the email the information will be reviewed and erased where possible.

Under normal circumstances it is expected it will be possible for the following data to be erased:

Sensitive Personal Data:

- Notes taken during therapy sessions (Therapy Notes).
- Video recordings of therapy sessions (Video Recordings).
- Forms completed to measure aspects of psychological functioning (Measures).
- Psychological reports and letters (Reports and Letters).
- Information contained in, or related to, telephone calls, text messages or voicemail messages (Calls and Messages).
- Information contained in emails (Emails).
- Information contained in, or relating to, video-therapy sessions (Video-Therapy Sessions).

Personal Data:

- Contact record (Contact Record).

Pseudonymised Data:

- Calendar records (Calendar Records).
- Notes made in the course of clinical supervision sessions (Supervision Notes).

Under normal circumstances it is expected it will be possible for the following data to be fully anonymised, rather than erased:

Personal Data:

- Spreadsheet used to monitor administration and financial tasks (Client Status Spreadsheet).

Pseudonymised Data:

- Spreadsheet used to monitor income (Income and Expenditure Spreadsheet).

However, under normal circumstances it is expected it will not be possible for the following data to be erased, as it is required for compliance with financial and legal requirements:

Personal Data:

- Spreadsheet used to monitor administration and financial tasks (Client Status Spreadsheet).
- The Data Agreement document (Data Agreement).
- Additional consent forms (Consent Forms).
- The Terms and Conditions document (Terms and Conditions).
- Invoices for therapy sessions (Invoices).
- Bank statements specifying payments made for therapy sessions (Bank Statements).