

Confidentiality Policy & Agreement

HCCN the Charity - Confidentiality Agreement

1. General Principles

At HCCN the Charity we all have a responsibility to ensure that individuals and other organisations can trust us - so it is essential that anyone who has access to confidential, personal and sensitive personal information understands how to handle, store and share it appropriately. This is in line with the Data Protection Act 1998 and the General Data Protection Regulations (GDPR).

- Further reading can be found here in our Website Privacy Notice. ([add link](#))

Information is held on trust. You must not discuss this information outside your activities with HCCN, send it by any means to any third party, share it in general conversation, or use it for your own purposes whilst in your role or once your role has ended.

2. Confidential information

Confidential information must be obtained lawfully, held for a specific purpose, adequate, be relevant and not excessive, accurate and up to date, not kept any longer than necessary, and be processed in accordance with our data protection policy.

You must not use any personal, sensitive or patient identifiable information other than as part of your HCCN role.

You must not reveal or disclose personal, sensitive or patient identifiable information to anyone outside HCCN, including friends or relatives.

You must not discuss a service user with his/her relatives or friends without their consent.

You must not discuss individual people with others. Exceptionally, you may share any fears, concerns or observations you may have about another person engaged with HCCN activities (patient, volunteer, supplier, etc) with a Trustee or Nurse or other healthcare professional so that a way forward can be identified.

You must not reveal or disclose personal, sensitive or patient identifiable information to individuals making enquiries, or other agencies without the permission of your line manager. This includes not disclosing/discussing information on social network sites.

Enquiries from the press or police seeking information should be directed to your HCCN line manager. The identity of any caller should be checked; ask for a telephone number so that they can be called back by the person dealing with the enquiry.

You must not download any information on to personal devices such as USB sticks,

phones, cameras, computers, laptops, tablets, etc.

Volunteers - All confidential records, including computerised material, documents and other papers, together with any copies or extracts thereof, made or acquired by you during your role with HCCN remains the property of the Charity and must be returned on the cessation of your role.

Third party contractors, freelancers, artists, etc providing services to HCCN the Charity - You must be able to demonstrate sound confidentiality practices when asked to do so. All health questionnaires/personal information must be stored in a locked drawer when not in use. All data must only be held for as long as your professional body, insurance provider and confidentiality policy require. Where an individual feels confidentiality has been breached the individual should raise the matter immediately with their line manager at HCCN who must in turn report this to a trustee.

This duty of confidentiality will continue indefinitely following completion/end of your role.

3. Personal information

Personal information is any information that can be used to identify a living individual such as their:

- Name
- Date of birth
- Address
- Email address
- Phone number(s)

4. Personal and sensitive information

Personal and sensitive information is information which could be used to discriminate against a living individual such as their:

- Sexuality
- Religious or political beliefs
- Mental or physical health, including whether they have cancer

All the above information may be written, spoken or electronic, and can be accessed through a variety of ways including:

- Phone conversations and records
- Volunteer application forms
- Medical/health forms
- Membership lists
- Emails/letters/text messages
- Registers, survey results

- Social media sites e.g. Facebook posts and Twitter feeds

5. Training

All people involved with delivering services on behalf of HCCN the Charity who have or will have access to confidential, personal or sensitive personal information are required to agree to and sign the Agreement below. If a person refuses to sign the Agreement, we are unable to continue their involvement with us.

All volunteers and third-party contractors, freelancers, artists, etc providing services to HCCN the Charity are required to actively participate in a face to face training session covering our Confidentiality, Health & Safety and Safeguarding policies.

We will reinforce the learning through the use of worked examples. A part of this process will be to ensure openness and maintain trust by requiring volunteers and contractors to tell service users that they should speak to their HCCN nurse or other clinical support when they believe a breach in confidentiality arises. Where such an issue is perceived to be serious to also say that volunteers and contractors are required by HCCN policy to pass the information to a DPO via info@hccn.

We will record that training has taken place and will repeat the training every three years.

We will clearly communicate the support chain available to volunteers.

6. Breaches

You must be aware that unauthorised access to, modification, or disclosure of information held by HCCN the Charity is strictly forbidden. If a person breaches this Agreement, the trustees will work with her/him to investigate the circumstances surrounding the breach. If appropriate, the trustees will report the breach to the ICO to investigate which may result in a criminal prosecution.

7. Acceptance

I confirm I have read and understood the statements within this Confidentiality Policy and agree to adhere to the guidelines regarding the confidentiality of information within HCCN the Charity.

I also understand that any failure to adhere to this Agreement could result in further action being taken against me.

Please sign and date, and scan a copy of this page to info@hccnthecharity.org

Signature:

Date:

Print Name:

VERSION HISTORY			
Revision	Date	Changes	Review date
1.0	12/09/2018	Creation	28/01/2021
2.0	12/02/2021	Formatting; minor editing, focus areas for training; clarification of breaches & grievance;	

