

## **SURVIVORS TOGETHER**

### **CONFIDENTIALITY AND DATA PROTECTION POLICY**



Survivors Together recognises that confidentiality is of the utmost importance to members and therefore essential to the effective running of its services. The confidentiality policy applies to anyone approaching Survivors Together for help, advice or information as well as members and staff.

This confidentiality policy is based on the principle that the members and staff interests, wishes and rights are of fundamental importance. Anyone who uses Survivors Together services has the right to be confident that:

- (i) information given will only be used for the purpose for which it was disclosed and will not be shared with anyone outside Survivors Together without the express consent of the client.
- (ii) every effort will be made to ensure that records are kept so as to avoid clients being easily identified, and all records will be securely stored.

Information received by Survivors Together from a member will be treated as confidential. Where Survivors Together wishes, or has been requested to disclose information to a third party, then the full and informed consent of the member will be requested. The member has the right to withhold consent, either with regard to a specific piece of information or more generally. If consent is withheld then information will not be shared with a third party, except in very exceptional circumstances (see below).

In some cases, members will provide information in the expectation that this information will be shared outside Survivors Together, for example, in the form of a referral. Nevertheless, it will still be made clear to the member what information will be passed on and who will receive it.

#### **Extent of Confidentiality**

Information about members is confidential to Survivors Together as a whole, and not to individual workers.

Survivors Together operates a policy of absolute confidentiality, except:

- (i) Where there is reasonable cause to suspect that a child or young person under the age of 18 yrs is suffering, or is at risk of suffering, significant harm.
- (ii) When instructed by the courts (including in certain limited circumstances by the police, acting on the authority of the courts) to reveal information.
- (iii) When a member has threatened, or is likely to do serious harm to themselves, or another individual.

There is an expectation that certain information will be passed between staff and the chair.

## **Employment practice relating to the Confidentiality Policy**

It is important that staff members fully understand and support this Confidentiality Policy.

Survivors Together will therefore ensure that:

- (i) staff are properly qualified, trained and competent to receive confidential information and deal with the issues that are raised
- (ii) staff induction involves familiarisation with the Confidentiality Policy
- (iii) staff receive training and support in its implementation throughout their employment with Survivors Together.

This will involve instruction in areas such as:

- (i) details of Survivors Together policy
- (ii) communicating the policy to members
- (iii) safe storage of data (both paper and computer records)
- (iv) procedures for note-taking
- (v) dealing with telephone enquiries
- (vi) procedures for breach of confidentiality

All staff, whether as paid employees, external supervisors, or in a voluntary capacity, will be required to sign a confidentiality contract.

## **The role of workers**

Information about members is confidential to Survivors Together as a whole, and not to individual workers. While it is essential that all workers within the organisation understand and support the Confidentiality Policy and accept responsibility for the security of the information they encounter, this does not mean that all workers have equal access to confidential information. Normally, information will be shared on a 'need to know' basis, and good practice will limit to a minimum the sharing of knowledge within the organisation.

Discussion of members with colleagues will always be purposeful and sensitive and not trivialising. Workers are required not to discuss members outside the centres or otherwise act in a manner that threatens an individual's confidentiality. It is the responsibility of the worker to ensure that members understand the confidentiality procedures that apply at all stages of their contact.

## **Storage of Information**

Information about members is kept securely.

Information stored digitally is password protected. Information stored on paper is kept locked.

Members must be informed about what information on them is kept.



### **Providing information to anyone outside the agency**

When an enquiry is received from a partner, relative or friend of the member, no information of any kind will be imparted without the member's express permission. There are circumstances in which information may be shared with outside organizations:

Members who request contact with other organisations: - This will be regarded by Survivors Together as a situation where the member has given consent to information being passed on. However, it is essential that the member is clear how much information is being disclosed and to whom. The worker has an obligation to see that the member is clear about the consequences of disclosures. The full, informed consent of the member must still be obtained.



### **Use of information for planning, research and publicity**

Information used for planning purposes by Survivors Together will be presented statistically, or in aggregated form, thus ensuring individuals are not identifiable and preserving confidentiality. Where information about specific clients is used for publication in appropriate journals, this will be with the member's permission and with her anonymity preserved. Members will not be the subject of research or have information about them or photographs of them used in publicity material without their consent.

No statistical information will be passed on to anyone outside of Survivors Together unless it is completely anonymised. In talks and publications, no accounts of activities will contain details that might result in the persons concerned being identified.

### **BREACH OF CONFIDENTIALITY**

Procedures for breach of confidentiality

1. If it appears that confidentiality will have to be breached, the worker will make every effort to discuss the situation with the member (unless there are genuine, overriding reasons for not doing so), thus encouraging the member to take responsibility for contacting the relevant authorities. Should the member decide to disclose the required information, then no breach of confidentiality will have taken place.
2. If the member is unwilling to take action, the decision to breach confidentiality will not be taken on an individual basis, but by the organisation. The staff member proposing the breach will therefore consult with the Director or in their absence, in urgent cases, a member of the Steering Group, before pursuing any course of action.
3. Any breach of confidentiality will be minimised by restricting the information conveyed to that which is relevant to the immediate situation.

4. A careful note of the circumstances will be made as part of the case record, showing:

- (i) The extent of the disclosure;
- (ii) To whom it was made and when;
- (iii) The reason for disclosure;
- (iv) Who was consulted beforehand; and
- (v) Whether the client was informed, and if so, how and when.

If the person receiving the information agrees to conditions about how it should be used, a note should also be made of this. If a member feels that her right to confidentiality was not respected by Survivors Together, then she has a right to complain to the Steering Group. She may also be able to take legal action. Members who wish to complain about a possible breach of confidentiality, or to pursue the matter legally, should not feel that this puts at risk the service that Survivors Together is offering to them.

May 2024

