

14. Confidentiality and Mandatory Disclosure

14.1 This clause applies to any information obtained during the course of your 9 employment with the Trust which is confidential in nature and of value to the Trust including but not limited to patient records and details, information relating to organisation or business contracts, information relating to financial affairs, service or commercial contracts and information relating to confidential policies of the Trust and its successor organisations.

14.2 You must at all times be aware of the importance of maintaining confidentiality of information gained by you during the course of your duties. This will in many cases include access to personal information relating to service users. You must treat all information in a discreet and confidential manner and particular attention is drawn to the following:

14.2.1 Information regarding service users must not be disclosed either verbally or in writing to unauthorised persons. It is particularly important that you should ensure the authenticity of telephone enquiries.

14.2.2 Written records, computer records and correspondence pertaining to any aspect of the Trust's activities must be kept securely at all times.

14.2.3 You have an obligation to ensure that computer systems which you use are protected from inappropriate access within your direct area of practice e.g. by ensuring that personal access codes are kept secure.

14.2.4 All data held, its management and procedures must conform to the requirements of the Data Protection Act (1998). Under the Act service users and staff have a right of access to their records on application to the appropriate manager. This can be read in conjunction with the Trust's Data Protection Policy and Information Security Policy.

14.2.5 If it is necessary to share information in order to effectively carry out your work, you must make sure that as far as is reasonable this information will be exchanged on a strictly 'need to know' basis, using the minimum that is required and be used only for the purpose for which the information was given.

14.2.6 {If unsure seek advice from the Trust's Information Governance Lead.

14.2.7 Conversations relating to confidential matters affecting clients should not take place in situations where they may be overheard by passers-by, e.g. in corridors, reception areas, lifts and cloak rooms.

14.2.8 The same confidentiality must also be observed in dealing with work related matters appertaining to work colleagues.

14.2.9 Any breach of confidentiality may be regarded as misconduct or gross misconduct and may be subject to disciplinary action.

14.2.10 The Data Protection Act governs personal information recorded on computer and unauthorised disclosure of such information is unlawful.

14.2.11 All members of staff are responsible for the accuracy of the information they record.

14.2.12 The Freedom of Information Act (2000) covers all non personal information and subject to limited exemptions will be available on request.

14.3 For the avoidance of doubt, nothing in this agreement restricts or otherwise affects your ability to make a protected disclosure under the Public Interest Disclosure Act 10 1998 and your attention is drawn to the Trust's Raising Concern and Whistleblowing Policy which is available {on the Trust's intranet}.

14.4 In addition to complying with the positive obligations set out above you are also required to inform the Chief Executive or Chairman (as may seem appropriate to you in the particular circumstances of each case) of any information that may come into your possession which gives rise to a reasonable suspicion that any employee or agent of the Trust has in the course of their duties caused death or serious harm to any person receiving medical or any form of care from the Trust and to take all reasonable steps to obtain information in relation to such incidents.

14.5 It is a condition of the Trust's licence to operate from the Care Quality Commission that it promptly discloses such incidents as are referred to in clause 16.4 above. Further, it is now (or shortly will be) a criminal offence on the part of the Trust or its senior officers to fail to make appropriate disclosure of such incidents to persons effected by them, their carers and to the Trust's regulators and other authorised persons. In consequence, it is a term of your employment that you must immediately disclose any information of this nature that comes into your possession so that the Trust may comply with any legal duty of candour that may be imposed upon it and (if applicable) avail itself of any statutory defence that it has taken all reasonable steps to ensure disclosure, including the imposition of a contractual obligation upon its senior employees to actively take steps to acquaint themselves with such incidents and then communicate them to the appropriate person within the Trust.

14.6 In signing this contract, you consent to the disclosure of your annual remuneration and other benefits in the Trust's annual accounts.