CONFIDENTIALITY POLICY

This policy is to be read in conjunction with the Information Sharing and Data Protection Policies.

1. Introduction

Blenheim recognises the importance of confidentiality to service users. It is essential to the effective running of the whole service. A service user is anyone who approaches our services for help, advice and information.

Service users have the right to expect discretion and sensitivity and be aware of their rights regarding confidentiality and exceptions to it. This policy aims to provide service users, staff and other agencies clear guidelines within the legislative framework.

This confidentiality policy is based on the principle that the service user's interests, wishes and rights are of fundamental importance. A service user who uses Blenheim services can be confident that:

- Information given by the service user will only be used for the purpose for which it was disclosed and will not be shared with anyone outside Blenheim without the consent of the client.

- All records (both paper and electronic) will be securely stored.

- Information received by Blenheim from the service user will be treated as confidential to Blenheim. Where Blenheim wishes, or has been requested, to disclose information to a third party then the full and informed consent of the service user will be requested. The service user has the right to withhold consent either with regard to a specific piece of information or specific agency, or more generally. If consent is withheld, information will not be shared unless in exceptional circumstances.

- Service users will be asked to sign a consent form detailing with whom information can be shared with and what information will be shared; including consent for data to be entered on to NDTMS. This form will be reviewed and updated regularly.

In some cases service users will provide information in the expectation that it will be shared outside Blenheim. It will still be made clear to the service user what information will be passed on and to whom.

Some service users referred into services via other parts of treatment and referral systems will already have given consent to share information.

2. Limits of Confidentiality

Service user consent to store and share confidential information is not restricted to named individuals. Access to confidential service user information is determined by Blenheim's policies and procedures with access given to any staff member with appropriate, and authorised, need.

Blenheim does not operate a policy of absolute confidentiality. The following circumstances legally override the need for confidentiality. Staff will consult with their manager before breaching confidentiality in these circumstances:

a) Where there is concern that the service user, another person or people are at risk of significant harm including harm to a child or children. Risk of significant harm to a child/ren must always be viewed as sufficient reason to breach confidentiality. The decision whether or not to disclose must always be taken in the best interests of the child (or adult who is at risk). Significant harm means impairment of a child's health (physical and / or mental) or development (physical, intellectual, emotional, social or behavioural). It includes sexual abuse and forms of ill treatment that are not physical. (Children's Act 1989, S. 31 (9)). This definition was clarified in the Adoption and Children Act 2002 (section 120) to include 'for example, impairment suffered from seeing or hearing the ill treatment of another'. The risk of significant harm is determined on the basis of professional judgement.

b) When instructed by the courts, or in certain limited circumstances by the police acting on the authority of the courts, to reveal information.

c) Where Blenheim or an individual worker has been instructed to do so by a court by means of a witness or subpoena, or where the police ask a direct question under an order from a circuit judge about suspected terrorist offences or in tracing the proceeds of drug trafficking.

d) Where there is a statutory obligation to disclose information, for example to the Serious Fraud Office or in relation to the Drug Trafficking Offences Act.

Other circumstances in which Blenheim will breach confidentiality on the basis of ethical obligation rather than legal rules are:

- In medical emergency information will be given to ambulance or hospital staff.
- Where a service user's behaviour has resulted in notifying or calling the police. For example refusing to leave the premises or disclosing being possession of weapons such as guns.
- If the service user gives information about a serious crime which has been committed such as murder or rape (there is no legal duty to do this).
- If the service user has threatened, or seems likely to do serious harm to her/himself.
- If the service user has been involved (or is suspected to have been involved) in human trafficking, smuggling or slavery.

3. Breach of Confidentiality

To be read in conjunction with the following policies and procedures:
Working with Young People
Working with Drug Using Parents
Safeguarding Children
Safeguarding Adults
Mental Capacity

Procedures

If it appears that confidentiality will have to be breached, the worker must make every effort to discuss the situation with the service user unless it was agreed that this would worsen the situation. The service user will be encouraged to take responsibility for contacting the relevant authorities. If the service user discloses the required information there will be no need to breach confidentiality.

Decisions to breach confidentiality must not be decided by an individual but by the organisation, led by the manager who will direct the course of action. Risk factors must be taken in to consideration such as harm to the worker or other parties and plans to reduce any associated risks.

Any breach will be minimised by restricting the information conveyed to that which is relevant to the immediate situation. The circumstances will be recorded in the service user file (and/or electronic case management system) outlining:

- The extent of the disclosure
- To whom it was made and when
- The reason for the disclosure
- Who was consulted beforehand?
- Whether the service user was informed, and if so how and when
- The consequences of the disclosure

The service user has a right to invoke Blenheim's Complaints Procedure if they feel that their right to confidentiality was not respected. They may also be able to take legal action with regard to a perceived breach of the Data Protection Act.

Service users who wish to complain must be reassured that it will not affect the service offered to them by Blenheim.