

## Volunteer Agreement/Confidentiality Statement

This is a description of the arrangement between you the volunteer, and Berkshire Healthcare NHS Foundation Trust in relation to your voluntary role.

We, Berkshire Healthcare NHS Foundation Trust will do our best:

- To introduce you to how the Trust works and your role in it and to provide any training you need.
- To try to resolve fairly any problems, grievances and difficulties you may have while you volunteer with us.
- To provide adequate insurance cover for you whilst undertaking voluntary work approved and authorised by us.

As a volunteer we expect you:

- To keep to the agreed volunteer role and agreed times of attendance as far as possible.
- To undertake activities with the agreement of your supervisor and within expressed guidelines/boundaries
- To follow the Trust's policies and procedures including health and safety, I.G (confidentiality), equal opportunities, diversity.
- To work in partnership with other people in the Trust.
- To inform the staff in the department you are working in if you are unable to attend the placement for any reason.
- Agree to maintain the privacy and confidentiality of all information including, and in particular, patient identifiable information in accordance with the Data Protection Act 1998 and related legislation.
- Agree to abide by the Confidentiality declaration on the reverse side of this agreement.
- To undertake any training identified as necessary to carry out your role.
- To understand your responsibilities with regard to Safeguarding Children and Vulnerable Adults and take appropriate action if you believe that an individual is in need of protection/help.

*Safeguarding of individuals who come into contact with our services, whether a child or young person, person with Learning Disabilities or an older or vulnerable adult, is the responsibility of all employees and volunteers of Berkshire Healthcare NHS Foundation Trust.*

*The Trust adheres to the Berkshire Local Safeguarding Children Boards Child Protection Procedures and the Berkshire Safeguarding Adults Boards Safeguarding Adults procedures, and all employees and volunteers have a duty of care and a responsibility to safeguard and promote the welfare of children and vulnerable adults.*

Please note:

The Trust does not accept responsibility for loss or damage to your personal property

*By signing this document you agree to accept the terms and conditions of volunteering for Berkshire Healthcare NHS Foundation Trust and confirm that you have read, fully understood and have retained a copy of this agreement.*

Signed Volunteer.....Date: .....

Name: .....

\*\*\*\* Note: This agreement is in honour only and is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party. Neither of us intend any employment relationship to be created either now or at any time in the future. \*\*\*\*

## Confidentiality Statement

This statement is to be read and signed by all personnel including agency staff and volunteers immediately upon starting with the Trust with the exception of those employed by 3rd parties where the employer has signed a contract with the Trust in which is included an appropriate confidentiality clause. Signatory should save a copy and one is to be held by relevant department manager.

In the course of your duties you may acquire or have access to confidential information which should not be disclosed to any other person unless in the pursuit of your duties or with specific permission given on behalf of the Trust.

This applies particularly to information relating to patients, clients, individual staff records and details of contract prices and terms. This includes information held on computers and computer printouts. Trust employees are required to ensure that information about patients is safeguarded to maintain confidentiality and is kept securely in accordance with the NHS requirements of 1999, (the Caldicott Committee's report on the review of patient identifiable information 1997 and HSC/1992/012). This means that patient information can only be passed to someone else if it contributes to the provision of care or the effective management of health care services within the Trust. If you are in any doubt as to which disclosures are unauthorised, check with your departmental manager.

You must not remove or copy any documents or tangible items including software which belong to the employer or which contains any confidential information from the employer's premises at any time without proper advanced authorisation. You must return to the employer upon request and in any event upon the termination of your employment, all documents and tangible items which belong to the employer or which contain or refer to any confidential information and which are in your possession or under your control.

A breach of confidentiality may lead to disciplinary action and could result in dismissal. You should also be aware that regardless of any disciplinary action taken, a breach of confidence could also result in a civil action for damages.

The Data Protection Act 1998 regulates the use of all information relating to any living identifiable individual that the Trust may hold, regardless of the media in which it is held. This information may be as basic as name and address. Unauthorised disclosure of any of this information may be deemed a criminal offence. If you are found to have permitted the unauthorised disclosure of any such information, you and the Trust may face legal action.

You must not, whether during or after your employment with the Trust, unless expressly authorised by the Chief Executive, make any disclosure to any unauthorised person or use any confidential information relating to the business affairs of the Trust. This includes any detail about the Trust's clients and employees, actual, potential or past and all details relating to information on any of the Trust's databases ensuring that printouts are treated carefully.

**I confirm that I am aware that I have a legal duty of confidentiality to all patients of the Trust, past, present and prospective. I further confirm that I will not disclose any unauthorised information relating to patients or the Trust's staff or the Trust's affairs and those of other associated organisations to any other party.**

**I am aware that any breach of this undertaking is a serious matter that may lead to disciplinary action. The Trust may also instigate legal proceedings against an individual who does not comply with its confidentiality requirements.**

[There may be occasions when staff have a duty to raise concerns over health service issues and the legal duty of confidence to patients may be overridden, i.e. a statutory requirement or in the public interest. In all cases reference must be made to your line manager or senior manager who will, if necessary take further advice, before any disclosure is made (with reference to the Trust's Whistle Blowing/Raising Issues of Concern Policy).]

Further details on confidentiality, security and staff procedures are available in the **Information Security Policy, Disciplinary Policy and Whistle Blowing/Raising Issues of Concern Policy.**

### **SOME IMPORTANT POINTS TO REMEMBER: Confidentiality:**

- Only those with a **need to know** can have access to patient details and health records. It is against the law to look up confidential information for which you do not have a justified need.
- Keep your PC screen out of sight of others if personal information is showing.
- Do not leave confidential information lying around unattended or place paper containing confidential information in the bin. It must be shredded or put in 'confidential waste'.
- Do not put confidential information in E-mails and faxes - they are not necessarily safe. Refer to your line manager if personal and confidential information has to be sent.
- Log out of your PC or terminal after use and never tell anybody your password. Don't share passwords.