



RETAS LEEDS

Confidentiality Policy – September 2018

1. INTRODUCTION

The purpose of this policy is to ensure that employees, consultants, volunteers working with RETAS and members of the Board of Trustees understand the meaning and importance of confidentiality in their work.

RETAS is committed to providing a confidential advice service to its users. RETAS believes that the principles of confidentiality must be integrated across all aspects of the services we provide, projects we run and the management. RETAS believes that its users deserve the right to confidentiality to protect their interests and safeguard RETAS services.

A copy of this procedure is attached to RETAS' Staff Handbook and is clearly explained to new members of staff and the Trustees during induction.

2. CONFIDENTIALITY STATEMENT

The following statement will be displayed in the waiting and reception area:

RETAS offers a confidential service. No information about your case will be passed to any other organisation or individual without your prior consent, unless the law requires us to do so.

This statement of RETAS' commitment to confidentiality will be included in all publicity materials.

3. DEFINITION OF CONFIDENTIALITY

RETAS understands confidentiality to mean that when a client gives us confidential information, they need to be sure that the organisation will not pass on this information, directly or indirectly, to anyone outside RETAS, unless the client's permission has been sought and obtained.

The term 'client' includes both those whose cases RETAS is following on an ongoing basis and those who contact the organisation on an occasional or one-off basis. Confidential information is all the personal information clients give us in the course of seeking advice and support from RETAS.

It is also important for the work of the organisation that clients feel confident about giving us information, as it enables us to give the most appropriate service to the clients that we work with.

RETAS recognises that information relating to a client's case may need to be disclosed in discussions between members of staff. However, all staff (including volunteers) should ensure that no discussions with a third party, relating to an individual client of RETAS, take place outside the RETAS premises. All staff have to sign the confidentiality agreement.

The Trustees will not receive details of individual clients or their cases, except where this is necessary because of the initiation of grievance, disciplinary or complaints



procedures. In cases of making decisions on small grants, or any other grants provided by RETAS, which may require their involvement, the Trustees will have access to information about clients in order to make a decision.

RETAS will not confirm to others outside the Centre that the client is or has been attending the premises or using our services without first obtaining the client's consent.

4. RETAS RECEPTION AND INTERVIEW ROOMS

Initial reception will be arranged such that overhearing details of another client's case is avoided. If the client requires absolute privacy, an appointment will be arranged at a time when there are no other clients present.

RETAS recognises the need to have confidential interview rooms so that a client can be confident that no one can overhear them. Interview rooms will be confidential in terms of visibility and soundproofing.

5. STATISTICAL RECORDING

RETAS is committed to effective statistical recording of service users. The information enables us to monitor the take up of services and to identify demands for new types of services. The statistics enable us to apply for funding and thus provide the services that our users require.

The Director shall ensure that all statistical records given to third parties, including the Board of Trustees, shall be produced in anonymous form so that individuals cannot be identified.

Where case studies are used to illustrate services, the Director and other employees will ensure they are presented in such a way that would make it impossible for an individual to be recognised.

In exceptional cases, where RETAS is required to provide details of clients to a third party (usually a funder), the Director will ensure that this done after they have sought and obtained the clients' consent.

The client database and any other computerised records relating to clients will be kept secure through the use of passwords and limitations on access; access to these records should not be available to anyone other than staff.

6. DATA USE AND DATA STORAGE

Please refer to RETAS' Data Protection Policy which describes how personal data is used and securely stored.

7. BREACHES OF CONFIDENTIALITY

RETAS recognises that there may be occasions where it may be necessary to breach confidentiality. Situations where this may occur where the safety, rights and liberties of other people, or the person giving information, may be seriously at risk. Also, legal reports may have to be made regardless of the consent of the person involved.



Where staff or volunteers become aware of risk to a child or of potential terrorist activity, staff will discuss the matter with the Director, and where necessary, the Chair of Trustees. Decisions taken and the reasons for them, will be properly recorded.

On those occasions where an adviser feels confidentiality should be breached the following steps must be taken:

- a) The adviser must discuss with the Director the issues involved in the case and explain why they feel confidentiality should be breached and what would be achieved by doing so. The Director will keep written notes of the discussion.
- b) The Director is responsible for making a decision on whether confidentiality should be breached. If the Director decides that confidentiality is to be breached, then they should take the following steps:
 - b) If the Director agrees to breach confidentiality a full report on the case should be made and any action agreed undertaken. If the Director does not agree to breach confidentiality, then this is the final decision of RETAS.
 - c) In certain cases, the Director may have to seek authorisation to breach confidentiality from the chairperson of the Board of Trustees. If the Chair in this case agrees to breach confidentiality a full report on the case should be made and any action agreed undertaken. The Director is responsible for ensuring that this happens. If the Chair does not agree to breach confidentiality, then this is the final decision of RETAS.

Staff are responsible for ensuring that this confidentiality procedure is complied with. Actual or suspected breaches should be reported to the Director.

10. LEGISLATIVE FRAMEWORK

RETAS will monitor this policy to ensure that it meets its statutory and legal requirements. Including the Data Protection Act, the Children's Act, the Rehabilitation of Offenders Act and the Prevention of Terrorism Act. The need to comply with such legislation may be a reason for breaching confidentiality.

Staff responsible for dealing with breaches of confidentiality should be trained on how to deal with the above aspects of the framework.

11. MONITORING AND REVIEW

All members of the Board of Trustees will receive a copy of the Confidentiality Policy. Current and new workers will be introduced to the Confidentiality Policy via induction and training. The policy will be reviewed annually and amendments should be proposed and agreed by the Board of Trustees

12. STAFF COMMITMENT

Employees, consultants and volunteers may be placed in a position where they have access to confidential records and personally sensitive information. It is important to respect these confidences and RETAS undertakes to do this.

REVIEW



The effectiveness of this policy and associated arrangements will be reviewed annually by the Board of Trustees under the direct supervision of the RETAS Chief of Executive.

Review Date: September 2019



REFUGEE EDUCATION AND TRAINING ADVISORY SERVICE

Confidentiality Statement

I undertake that I will not disclose to any third party confidential information about any person or organisation using the services of this organisation during the course of my work (paid or unpaid) at RETAS.

I also undertake not to misuse any information gained while working or volunteering at RETAS. I understand that breaching confidentiality or misusing information may lead to suspension, dismissal and prosecution.

I therefore confirm that I have read, understood and agree to abide by the RETAS's confidentiality procedure and the legislation requirements including Data Protection Acts 1984 and 1998, the Children's, the Rehabilitation of Offenders Act and the Prevention of Terrorism Act.

Name: _____

Position: _____

Signature: _____

Date: _____