

Data Protection and Confidentiality Policy and Procedures

Domestic Violence Intervention Project



1.00 introduction

The DVIP data protection and confidentiality policy/procedure is set out below. All paid and voluntary workers and management Committee members are expected to abide by this policy. Clients using the service should have the policy explained to them and in the case of Violence Prevention Programme clients they will need to sign the confidentiality form, which sets out what the limits to their confidentiality are. Clients accessing Women's Support Service should have the limits to their confidentiality explained to them either in person or by telephone.

- 1.01 The principle of this procedure is to protect and promote the rights and interests of the individual. DVIP is committed to maintaining high standards of confidentiality in all aspects of its work. This includes records and information pertaining to employees, clients and prospective clients. Breaches of confidentiality may jeopardise the well being of staff and clients and consequently will be subject to disciplinary proceedings.
- 1.02 The purpose of this procedure is to give guidelines on maintaining confidentiality in all aspects of DVIP's work and circumstances where disclosures may be necessary and the procedure for doing so. Furthermore, it gives guidance on the retention of data on service users and staff and the process whereby an individual may have access to their data.
- 1.03 Data that is held on any client or member of staff should be in accordance with the Data Protection Act 1998.

2.00 disclosures

- 2.01 In all but defined cases (e.g. disciplinary procedures), the ultimate reference point for deciding who should be informed of a piece of confidential information is the individual to whom it applies. It is important, however, that where consent is given that it is informed consent. For this to be the case it is necessary to tell the person concerned why there is a need to disclose information and to whom. The person should also be told of the likely consequences of their agreeing or not agreeing to this. (In some instances, for example, non disclosure could mean that the person's need for a service could not be identified). Once consent has been obtained, it is the responsibility of the person passing on any information to ensure that this is only done on the terms agreed originally.
- 2.02 Disclosure of confidential information may require written authorisation by the individual concerned. This should be dated and specify to whom disclosure is authorised, e.g. if you are requesting information from one person's G.P.

3.00 information relating to clients

3.01 child protection

- 3.02 In cases where there are concerns relating to abuse or neglect of children the DVIP child protection policy will apply. This may involve disclosure to Social Services of our concerns about child protection. In cases where it is possible to involve the mother/father in addressing concerns around her children's welfare every effort will be made to do so.

3.03 client files

- 3.04 With the exception of Stephen's Place Contact Centre, All clients have the right to view their data (See section 9). However, no clients will have access to any information from a third party (e.g.

clients partner, children or other agencies), which is stored in their files. This is to protect the safety and confidentiality of others.

3.05 For Stephen's Place Contact Centre please refer to relevant sections in appendices D Access to Records File

3.06 victims confidentiality

3.07 Victims may contact DVIP without anyone outside the organisation knowing they have done so. Anything a victim says to us, either on the phone or in person is confidential to DVIP.

3.08 If a victim asks us to pass information on to any third party we will do so under the following conditions:

- If she has asked us to liaise on her behalf with another statutory or voluntary agency.
- If she/he has requested disclosure of information we will explore with her/him the possible implications of such disclosure before it is made. Where DVIP staff are considering including information obtained from the Victim in reports to the courts, social service departments or the probation service this must be discussed with her and the implications explored. The report writer should be fully aware of who will have access to the report. Any concerns should be discussed in the appropriate case management Perpetrator or team meeting setting. DVIP's guiding rule is that she/he and the children's safety should be the first priority.
- We will discuss with her/him any limitations or provisos she/he wishes to make regarding disclosure.
- We will not disclose information to a victim's partner / ex-partner and it is not the role of DVIP to mediate between partners.

3.07 joint working with other agencies – WSS clients

3.08 Where DVIP is engaged in joint working with another agency it should be made explicit to the victim what information will be shared and how her/him confidentiality will be protected.

3.09 perpetrators confidentiality

3.10 Information concerning Perpetrators in contact with DVIP will be treated as confidential and no information which could lead to Perpetrators or their partners/ex-partners being identified shall be disclosed to anyone outside DVIP. The only exceptions to this policy are:

- At the point of referral to DVIP the perpetrator's partner / ex-partner will be informed that he/she is being assessed for the violence prevention programme. She/he will also be informed of the outcome of the assessment, of his/her progression through stages of the group programme, his/her completion of the programme or if he/she is suspended, leaves or is breached from the programme.
- If the perpetrator poses a threat to the safety of his partner and/or other named individuals (including DVIP workers) the person threatened will be informed as a matter of urgency. The police may also be informed.

3.11 joint working with other agencies - VPP clients

3.12 If a perpetrator is involved with other agencies or professionals DVIP may make reports regarding his/her progress on the programme and issues of concern that are relevant to ending the perpetrator's abusive behaviour. These reports may be written or verbal. It should be made clear to the perpetrator that this may occur and what information will be shared and why.

3.13 confidentiality between clients

3.14 DVIP cannot guarantee that other clients will maintain each others confidentiality but we will take every reasonable step to ensure that they do so. When clients meet each other in group settings the issue of confidentiality will be discussed with them and clients will be asked to maintain each other's confidentiality. In particular Victim will be asked not to divulge information to their (ex) partners about other Victim. The fact that DVIP cannot guarantee confidentiality will be raised.

4.00 Referring on

4.01 Information should only be given to other parties with the client's permission. However, some parties may require full details including criminal record if the client is being referred to them. Clients should be told of the exact criteria and information requirements of these organisations.

4.02 Certain types of sensitive information (e.g. if a victim has been raped, if a client is HIV positive, has ARC or AIDS) MUST NOT be passed on without the client's permission.

5.00 information about staff

5.01 A request for an employee's home address and telephone number will always be referred to the individual concerned before any information is disclosed. This is done via the line manager. There are some Agencies who have some automatic right of access to certain parts of personnel information e.g. Inland Revenue or tax queries. The line manager will notify any staff member of any legal requirements whereby DVIP is obliged to provide such information. Staff should never divulge a colleague's personal circumstances, including their address, future work place, etc to anyone without permission of the worker.

6.00 information within DVIP

6.01 This section gives guidance on when staff are discussing clients amongst themselves/discussing a client with another agency on the telephone/when clients visit DVIP's office:

6.02 Make sure any discussion happens in an appropriate place, e.g. not in an office where other staff are working or where people are coming in and out of the place.

6.03 Do not gossip about clients with other clients, staff or members of your management committee

6.04 Do not discuss personal facts about one client with another client or in the presence of another client.

6.05 Do not write derogatory comments about clients in their files (or anywhere else).

6.06 Do not leave information lying around or on screen but replace it in the appropriate place (locked filing cabinets)

7.00 record keeping

7.01 This procedure covers all records held by DVIP concerning staff, clients, committee members and potential clients.

8.00 personnel records

8.01 All staff will be given a copy of the confidentiality procedure as part of their induction. The implications of the procedure for their work will be explained.

- 8.02 Access to personnel files can be arranged with the line manager who should make clear the following:-
- who has access to files and procedure for gaining access;
 - how the information is stored, e.g. locked cabinet.
- 8.03 Application forms, interview records, medical information and monitoring forms are confidential to DVIP.
- 8.04 Equal opportunity monitoring forms will be detached from application forms on receipt and kept separate from application forms.
- 8.05 References - when seeking references for a new employee it is made clear to the referees that information is sought in confidence.
- 8.06 Probationary reviews and appraisals. The line manager should make clear who receives information on the review.
- 8.07 Medical records will be held on personnel files in a sealed envelope. Copies of medical certificates and self certification forms will be placed on personnel files after action for payroll purposes.
- 8.08 Unsuccessful applicants for employment - DVIP may wish to monitor all applications and to keep information about applicants. Only the most relevant information is kept, e.g. race, sex, sexuality, and the rest is destroyed.
- 8.09 Breaches of confidentiality by staff will normally be treated within the remit of DVIP's disciplinary and grievance procedure. The nature of any breaches of this procedure will determine the level of disciplinary action, e.g. disclosure of unauthorised staff details would be gross misconduct.

9.00 clients

- 9.01 All existing clients will be informed of this procedure and can be provided with a copy if requested. New clients signing up for the Violence Prevention Programme will be asked to sign the forms as attached at appendices A, B, C,
- 9.02 For Stephen's Place please refer to appendices D
- 9.03 A file of notes concerning each client will be kept by DVIP's staff. The information recorded will be factual and not speculative.
- 9.04 This information should be kept in a filing cabinet, which is kept locked. All files must be returned to the cabinet after use.
- 9.05 Data will also be kept electronically by DVIP staff, again factual. Access to the database and other electronic document containing personal information on clients, will be via secure password-protected systems.
- 9.06 Clients are entitled to access their data under the Data Protection and Freedom of Information Acts. Data does not have to be provided in the form of the client's file, but can be data that has been copied from records held on the client. If a client asks to see their data, they should put this request in writing to the Head of Service Delivery, who will act as the Data Controller in DVIP. A charge of £10 is usually levied on the person requesting their data, to cover administrative costs.
- 9.07 The data controller will provide access to the requested data within 40 days of the request being made.

- 9.10 If there is a reasonable likelihood that any other person may be put at risk by the disclosure of data to the client requesting it, then this data should be withheld from the overall data provided to the client. This is of particular relevance to perpetrators wishing to access their data when this contains details of case management decisions or multi-agency work.
- 9.11 Wherever possible, the client should be encouraged to come to a DVIP office to read the data in the presence of the Head of Service Delivery or relevant practitioner. This is to enable explanations to be given as to the nature of the data and reasons for its retention. Much information on DVIP clients is sensitive and emotive for its subject to read about him/herself, and support should be offered where necessary if a client is distressed or angry at the content of any data.
- 9.12 **For Stephen's Place Contact Centre see appendices D**
- 9.13 Clients are expected to respect the rights of other clients to confidentiality and privacy particularly as regards personal information known about another client.
- 9.14 Clients are expected to respect the rights of staff to confidentiality.
- 9.15 Information will be kept for 5 years once a client has left DVIP. Where DVIP has undertaken a Risk Assessment for the Family Court, the file will be retained for 8 years. It will then be destroyed.
- 9.12 Unsolicited information - DVIP has to be clear about what information we need in place about our clients. Anything else should be returned and not kept within DVIP.

10.00 management committee

- 10.01 New management committee members will be sent a copy of the data protection and confidentiality procedure and asked to take responsibility for implementing it.
- 10.02 All management committee papers of a confidential nature will be marked "private and confidential".
- 10.03 Clients will not normally be referred to by name, nor their personal details discussed at management committee meetings.

11.00 partnerships with other agencies/local authorities

- 11.01 DVIP will be working in partnership with other bodies, e.g. Children's services, health professionals, DV co-ordinators, voluntary and statutory social care agencies.
- 11.02 All partnership agencies will be given a copy of the confidentiality procedure and the requirements of it on their organisations explained.
- 11.03 It will be agreed at the outset which staff in the partner organization will have access to information and in which circumstances.
- 11.04 management agreements will state that breaches of confidentiality by either party will be treated as a breach of the agreement.

12.00 training

- 12.01 It is essential that all individuals involved are made aware of the need and reasons for maintaining confidentiality. Within the staff team and management committee there will need to be training sessions in order for people to understand the procedures and a) the potential consequences of breaches of confidentiality and b) the potential effects of disclosure for themselves and other residents.

12.01 This training should be a standard part of induction procedures for staff, and management committee members.

13.00 EOP considerations

13.01 This is an EOP procedure.

Appendices A

DVIP - Violence Prevention Programme

Statement of confidentiality limits

I understand that my confidentiality is limited on a number of counts:

- 1) That information will be available to my (ex) partner on my attendance and whether I drop out of the programme or are suspended from it. Also that DVIP will inform her if they believe that I pose a particular risk to her or others.
- 2) That DVIP will provide information to the probation officer, CAFCASS reporter, police officer, or other court official involved with yourself or family if requested to do so.
- 3) If DVIP are concerned that I or another member of my household is a threat to the welfare or safety of children we may take steps to increase the safety of those children by involving another agency.

If there are times where we feel that we need to break confidentiality to protect the safety of yourself or others we will so.

Signed.....

Date.....

Name.....

Domestic Violence Men's Programmes

Victim's Statement of Agreement to the Release of Information

The information obtained during our contact with you is confidential. We will not share it with your (ex)partner. However, the Probation Service may need to disclose information when there is a concern for the safety and well being of any child/ren or there is a concern about your safety. We are bound by law to protect children and it is important that we try to provide safety for the parent who is experiencing domestic violence. **Please bear in mind that we aim to work with you and not against you.**

The agencies that we will share information with are the police and social services. We will seek your consent again to share information with anyone else.

We would like to use the information you provide to assist with the assessment and risk management of your (ex)partner. This will involve passing information to the case manager who has responsibility for supervising your (ex)partner. Your (ex)partner will not have access to what you have told us.

Although we will not disclose to your (ex)partner any information you have given, we will supply you with information about him if there are issues concerning the safety and well being of you and your children. We will let you know: a) if the court has sentenced him to the programme; b) when he starts the programme; c) if he continues to attend d) if he stops attending. Your (ex)partner does not have a choice about what information we are able to share with you.

The programme your (ex)partner is taking is being evaluated to see if it is effective. All information used for research purposes is made anonymous. You will not be identified in any way.

Your records are protected under certain legislation and cannot be released without your written consent or unless subpoenaed by a court of law. You can review and change the consent given in this form at any time.

I have read the above statement and I agree to the release of information as outlined above.

This Consent Form - Release of Information will expire on: _____

Signed on (date): _____

Signature of person providing consent: _____

Signature of professional/ on behalf of agency: _____

Always provide a copy to the person signing this consent form

Stephens Place Access to Records Procedure

1. Access to file records in Children Act 1989 section 8 proceedings

1.2 This policy applies to a request for access to service records, by an adult data subject (parent, etc) involved in section 8 proceedings and should be read in conjunction with Stephens Place Family's supervised contact Terms and Conditions of Use and Customer Information Leaflet.

1.3 Confidentiality and access to records

1.3.1 You have requested access to records maintained and owned by Stephens Place Children's Centre, having previously signed the services Referral Agreement form and thereby agreeing to abide by its Terms and Conditions of Use, in particular,

- a) That where a referral is made in the course of private law proceedings, the referral is accepted subject to the condition that Stephen Place will not be required to disclose it's records of contact,
- b) That in private law proceedings Stephen Place does not permit disclosure of its records of contact as to do so would undermine the privacy and security of the context in which the child is having contact and so would negate the therapeutic value of supervised contact.
- c) That Stephens Place will not be required to disclose its records or provide written reports for use in court as to do so would prejudice our goal of working therapeutically and impartially with the family to resolve the contact dispute in the child's best interests; in such cases records will only be disclosed if the court decides that there is an overriding need for disclosure in the interests of the child.

1.4 Conditions of disclosure

1.4.1 In accordance with 3 above, Stephens Place Children's Centre will agree to disclose its records of contact/file to you on condition that you understand that this is a breach of your agreement with us and that;

- a) Stephens Place may withdraw its offer of a service and supervised contact at Stephens Place may cease forthwith and,
- b) That Stephens Place will withdraw its offer of a service and terminate all further contact at Stephens Place if the records are produced in court proceedings.

1.4.2 A person requesting access to records may only have access to those parts of the records that relate to them and records will be edited to remove any information relating to any person other than the person requesting access and his/her child/ren.

1.5 Means of disclosure

1.5.1 Within 40 days of receipt of your request for access to records, Stephens Place will acknowledge your request and forward to you this policy and its attached declaration form which requires your signature to the effect that;

- a) You are aware of Stephens Place policy in respect of disclosure of records in private (sec. 8) family matters.
- b) On receipt of a signed declaration Stephens Place will disclose its records