Black Country Partnership NHS
NHS Foundation Trust

CONFIDENTIALITY AGREEMENT FOR TRAINEES / BANK STAFF & THIRD PARTY SUPPLIERS

This agreement describes the responsibilities of Bank Staff & Agency Staff, Third Party Suppliers including trainee workers, under the NHS Confidentiality Code of Practice 2003 and the Data Protection Act 1998 when undertaking work for Sandwell Mental Health and Social Care NHS Foundation Trust

SMHFT are under common law duty to ensure that confidential information is protected from inappropriate disclosure.
Furthermore, under Principle 1 of the Data Protection Act 1998 personal information must be processed (disclosed) lawfully. SMHFT will only be able to comply with these conditions where it has ensured that third parties with whom it has contracts with are subject to, and comply with, patient confidentiality, information security, freedom of information and data protection requirements.

What is confidential information?

A duty of confidence arises when one person discloses information to another (e.g. patient to clinician; colleagues to colleague; employee to employer; commissioner to contractor) in circumstances where it is reasonable to expect that information will be held in confidence. It:
 is a legal obligation that is derived in case law.
 is a requirement established within professional codes of conduct.
 must be included within NHS employment contracts as a requirement linked to disciplinary procedures.
The public entrust the NHS with, or allow us to gather, sensitive information relating to the clinical and business activities of the NHS.
They do so in confidence and they have a legitimate expectation that all persons who may be exposed to, or process information will respect the confidentially of that information and act appropriately. It is essential, if the legal requirements are to be met and the trust of the public retained, that the NHS provides, and is seen to provide, a confidential services in all of clinical and business activities.

Sandwell Mental Health and Social Care NHS Foundation Trust Responsibilities are: -

 SMHFT must take all reasonable steps to ensure that bank & agency staff, trainees and third party suppliers support organisations to which personal information is disclosed comply with their contractual obligations to keep personal information secure and confidential.
 In addition to the contractual performance requirements above, SMHFT must also ensure that bank & agency staff, trainees or third party suppliers are aware of the possible impact of the Freedom of Information Act 2000.

Related legislation
 Data Protection Act 1998
 Freedom of Information Act 2000
 Human Rights Act 1998
 Confidentiality: NHS Code of Practice 2003

 Caldicott Principles
 Common Law Duty of Confidentiality
 Code of Conduct for Employees in Respect of Confidentiality

Bank & Agency Staff / Trainees / Third Party Suppliers Responsibilities

a. Staff must ensure that they have read and comply with the Code of Conduct for Employees in Respect of Confidentiality and other relevant Information Governance policies and procedures.
b. Staff must ensure compliance with the above policies and procedures and ensure the reliability of its staff that have access to any confidential information held by SMHFT.
In addition, if the contractor is required to access or process confidential information held by the SMHFT, the contractor shall keep all such information secure at all times and shall only process such data in accordance with instructions received from the respective organisations.
c. Staff must be aware of the possible impact of the Freedom of Information Act 2000 on the documentation connected with their role & responsibilities.
d. Appointed staff shall indemnify SMHFT and the Secretary of State for Health against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person as a result of the staff's loss, damage, destruction or unauthorised disclosure of, or unauthorised access to or the unauthorised and/or unlawful processing of any confidential information, (including medical records and notes) held by the aforementioned staff / employee, its employees or agents.
e. The data will, at all times, remain the property of SMHFT and must be returned in it's entirety on completion or termination of this agreement.
f. Under the Data Protection Act 1998 a breach of confidentiality may constitute an offence which may lead to a prosecution.

Statement of Confidentiality Conditions

In order to comply with the legislation and best practice guidelines protecting patient confidentiality the information can only be supplied subject to the following conditions:-
g. A senior member of staff in the Trust must take personal responsibility for maintaining confidentiality.
h. The information is stored in a secure environment at all times (e.g. in a locked cupboard, or where stored electronically protected by passwords).
i. Once the task has been completed the original information will returned to the responsible senior member of staff as soon as possible. No copies of information may be kept without the approval of the senior member of staff.
j. Bank Staff, Agency Staff, Trainees or third party suppliers should only have access to this information in order to carry out the agreed task(s).
k. Contractors accessing information are aware of the conditions under which it is supplied, and have signed an agreement with the Trust.
l. The information will only be used for the purpose for which it is supplied.
m. Information supplied will not be disclosed to any other organisation or individual.

This Statement of Confidentiality must be signed by a manager of the team were the bank, agency, trainee or third party supplier are working and the manager must be able to ensure the above conditions are met on behalf of **Sandwell Mental Health and Social Care NHS Foundation Trust.**

Sandwell Mental Health and Social Care NHS
NHS Foundation Trust

Confidentiality Agreement for Bank & Agency Staff, Trainee Workers and Third Party Suppliers.

Statement of Confidentiality
I (Name) ……..
……..
Of (Address/Company Name)
……..
…….
Am aware of the relevant legislation, best practice guidelines and related of SMHFT policies and procedures and agree that:

I understand within the course of my work the Trust; I may have access to or hear confidential information about patients, members of staff or other business activities of the Trust or other organisations.
I understand that no information of a personal or confidential nature concerning individuals or the Trust may be disclosed without proper authority having first been given.
I understand that failure to comply with the above rules will be regarded as serious misconduct, which could result in action being taken against myself or my employer (in the case of third party suppliers) or from legal action by others.

PRINT NAME:
SIGNATURE:
DATE:

ON BEHALF OF SANDWELL MENTAL HEALTH AND SOCIAL CARE NHS FOUNDATION TRUST.

MANAGER'S NAME:
JOB TITLE
SIGNATURE:
DATE:

NB. This document must be retained with other SMHFT documentation pertaining to the contract