



**CONFIDENTIALITY & PRIVACY
POLICY**

Implementation Date: 28.06.07

4.0	Human Resources Management
4.3.0	Policy – Confidentiality & Privacy
4.3.1.0	Procedures

4.3.0 CONFIDENTIALITY & PRIVACY POLICY

Flexi Care Inc. will comply with and implement the principles and guidelines of the *Information Privacy Act 2009; Privacy Amendment (Private Sector) Act 2000; Privacy Amendment (Enhancing Privacy Protection) Act 2012, as well as The Privacy Regulation 2013*. These Acts requires a high level of organisational response to the personal information it holds. The following is taken from Information Sheet 6 -2001 of the Privacy Commissioner's Office:

National Privacy Principle (NPP) 4.1 provides that an organisation must take reasonable steps to protect the personal information it holds from misuse and loss and from unauthorised access, modification or disclosure....

Flexi Care Inc. will respect the right to confidentiality and privacy of all people who access the services of Flexi Care Inc. and all people who, for any reason, visit Flexi Care Inc. or avail themselves of Flexi Care Inc. services i.e. Clients / Consumers, visitors, program participants, staff, volunteers, management, other organisations. The Confidentiality & Privacy Policy will apply to verbal and written information and information stored electronically which pertains to Client / Consumer related data, financial, administrative, personnel and other operating activities of Flexi Care Inc.

Personal information may be distributed on a large variety of digital media platforms, included but not limited to: - Emails / PDA's / Hand held devices / Smart phones, rosters, etc. *Also refer to Confidentiality and Privacy Policies 1.10.2 – Code of Practice; 3.4.5 – Service Delivery; 4.3.3 - Client / Consumer Consent Form; 5.5.2 – Administration & Section 6 - Work Health & Safety*

4.3.1 PRINCIPLES UNDERLYING CONFIDENTIAL & PRIVACY

- Respect for personal and professional confidentiality and privacy.
- Responsibility of Committee Members, Staff Members, Volunteers and Students to the ethical use of information they have access to as a result of their duties and responsibilities.
- Recognition that Committee Members, Staff Members, Volunteers and Students have a privilege to some information and not a right, and that this privilege is not to be abused or misused.
- Recognition that the rights of Clients / Consumers, Committee Members, Staff Members, Volunteers and Students to privacy and confidentiality will be respected.

4.3.2 CONFIDENTIALITY & PRIVACY – EMPLOYEES & VOLUNTEERS

- All employees and volunteers have an obligation to comply with all current legislation, regulations, principles, program guidelines, policies and procedures regarding confidentiality & privacy in the performance of their duties, as well as,
 - when on-call;
 - after hours - in or away from home;
 - driving a vehicle – on speaker phone and
 - in an informal environment, e.g. supermarket or during a barbecue.
- In particular, employees delivering services funded by the Commonwealth Home Support Program (CHSP) are to comply with the *statutory duty of confidentiality* which is contained in section 19 and 20 of the Department of Communities, Child Safety and Disability Services Agreement manual, as well as, section 5.1.12 in Department of Social Services, Commonwealth Home Support Programme manual. These sections impose a duty on every employee or agent of Queensland Health **not** to disclose information that could identify a person who has received or is receiving a public sector health service.
- *An exception* to this duty occurs if the person’s prior written consent is obtained and then only in an appropriate forum ie case conferencing, referral. As such, Flexi Care Inc. has a policy of *limited confidentiality* which means that the personal information of a Client / Consumer will always be treated with sensitivity and respect but not necessarily always with total secrecy. It may be necessary at times for staff and volunteers to discuss issues with the Community Services Manager or Case Manager, particularly where there are concerns for an individual's well-being. Client / Consumers provide a signed *Client / Consumer Consent Form* giving consent for issues regarding their care to be discussed. *Refer Privacy & Confidentiality - Clients / Consumers 4.3.3 - Client / Consumer Consent Form.*
- Staff and volunteers will respect the confidentiality of any information obtained in the course of their interactions and will not share confidences revealed by Clients / Consumers without their consent, except when compelling moral or ethical reasons exist or unless it is required for legal purposes.
- Staff and volunteers, will sign a *Confidentiality and Privacy Agreement* as a condition of their employment with Flexi Care Inc. If a member of staff or volunteer breaches this *Confidentiality and Privacy Agreement*, the General Manager will initiate disciplinary action; depending on the situation; which may result in the termination of employment. The Management Committee will be informed.
- Clients / Consumers develop a high level of trust in the staff and volunteers of Flexi Care Inc. It is a requirement that the professional conduct of staff and volunteers recognises and demonstrates that they have *an obligation* to protect the individual’s right to privacy and confidentiality, in order to maintain that trust.

**4.3.2 CONFIDENTIALITY & PRIVACY – EMPLOYEES & VOLUNTEERS
continue**

- Staff and volunteers will not disclose to another person or organisation any personal details regarding any other staff member or volunteer.

4.3.3 CONFIDENTIALITY & PRIVACY – CLIENT / CONSUMER POLICY

- Flexi Care Inc. will collect only such personal information from Clients / Consumers as is necessary to provide the service/s offered to or sought by them.
- At assessment, the Client / Consumer will be informed of their rights and of the responsibilities and protocols of the organisation regarding privacy and confidentiality. This information will be given verbally and in written form e.g. program brochures, podiatry handbook.
- Client / Consumer details may not be discussed directly or indirectly with anyone unless the Client / Consumer or their authorised delegate has signed a *Client / Consumer Consent Form*. In the event a Client / Consumer is unable to sign, an authorised delegate (Enduring Power of Attorney) may sign on the Client / Consumer's behalf.
- In the event of an emergency, the release of Client / Consumer information may be given to next-of-kin or authorised delegate (Enduring Power of Attorney) identified by the Client / Consumer in their health care record. Clients / Consumers will be informed at initial assessment that, in an emergency situation, their medical information will be given to the attending ambulance officer.
- Any information gathered about an individual should only be used for their welfare and may only be shared with the written consent of that person.
- The processes for referral and case conferencing will be consistent with the privacy principles and guidelines as outlined in the Privacy Act.
- Upon written request, Clients / Consumers or their nominated representative, may access information from their Client / Consumer file. Information will be supplied within three (3) working days from the receipt of the request.
- Any data collected for evaluative or statistical purposes of funding departments will be gathered in a way that will not enable the individual Client / Consumer to be identified and in accordance with the guidelines of funding bodies.
- There may be situations where, for compelling legal or ethical reasons, staff, volunteers or Management will need to refer to or inform other agencies i.e. police, legal services or Public Trustee, of particular information. This action will only be taken after consultation with and direction from the Manager. The individual concerned will be informed of this requirement and advised of any subsequent action by the Manager.

**4.3.3 CONFIDENTIALITY & PRIVACY – CLIENT / CONSUMER POLICY
continue**

- All complaints made by Flexi Care Inc. Clients / Consumers in relation to privacy and confidentiality will be acknowledged in writing within three (3) working days of receipt and whenever possible the matter will be resolved within twenty-one (21) days of receipt, through the grievance procedure of Flexi Care Inc.

4.3.4 PHYSICAL ACCESS TO INFORMATION POLICY

Information is stored in paper based and electronic forms. Flexi Care Inc. will implement security measures to prevent unauthorised access to information. These measures include:

- Client / Consumer and employee files will be stored in locked filing cabinets. These locked cabinets will be accessed by authorised personnel of the organisation.
- All files will be stored in their appropriate area after use by staff i.e. not left on desks, in cars or in staff room.
- Client / Consumer off-site files and the laptop, will be stored in a lockable case which will be secured safely at the home of any staff member working off-site e.g. on-call staff member or podiatrist rostered to work in clinics away from the office premises.

4.3.5 COMPUTER SECURITY POLICY

- Client / Consumer and staff information may only be accessed on computer by the user passwords of the relevant personnel.
- Secure socket layer through the Web server
- Virus checking is automatically undertaken routinely on a daily basis.

4.3.6 COMMUNICATION SECURITY POLICY

- Staff members and volunteers will not divulge any personal details of staff members, volunteers or themselves to any person.
- When there is a request made to Flexi Care Inc. to photograph interactions, people or for observation by a third party, the informed and written consent of Flexi Care Inc. Clients / Consumers must be gained from them/nominated advocate/legal guardian by the Program Community Services Manager or Manager.
Refer Communication Policy – 4.17.4

4.3.7 CONFIDENTIAL & PRIVATE PROPERTY

All work related files, information and documentation; whether in electronic or hard copy format will remain the confidential and private property of Flexi Care Inc. Originals or copies are not to be removed, deleted, electronically forwarded or taken from the premises of Flexi Care Inc.

In special circumstances and at the discretion of the Management Committee, and particularly in the cases of senior staff or long term staff, if requested, the Management Committee of Flexi Care Inc. may give approval for a staff member to keep copies of certain information and documentation, on leaving the employment of Flexi Care Inc. The approval (if granted) for this information and documentation to be kept by a staff member will be passed as a motion at a meeting of the Flexi Care Inc. Management Committee and will be recorded in the minutes of that meeting.

This information and documentation will not under any circumstances, include information on Client / Consumer or personnel files.

4.3.8 WORK PRACTICES POLICY

To comply with the privacy principles and guidelines, Flexi Care Inc. will implement appropriate and efficient work practices to ensure that privacy and confidentiality of Client / Consumers, staff and the organisation are maintained.

4.3.9 BREACH OF PRIVACY & CONFIDENTIALITY

Every reasonable effort, to notify the Department of Communities, has to be made immediately upon becoming aware of any breach of Clause 20, *Protection of Personal Information*, of the Department of Communities Service Agreement (Part A) Standard Terms of Funding.

4.3.1.0 PROCEDURES – CONFIDENTIALITY & PRIVACY

The confidentiality and privacy policies and procedures will be outlined to prospective Committee Members, Staff, Volunteers and Students prior to appointment or placement.

- (i) On appointment, Committee Members, Staff, Volunteers and Students will sign a *Confidentiality and Privacy Agreement* with Flexi Care Inc. as a condition of their appointment or placement. For employees this agreement will be included in their *Contract of Employment* and for Committee Members, Staff, Volunteers and Students it will be a separate agreement – *Confidentiality and Privacy Agreement*.
- (ii) The President of the Management Committee or delegate will request in writing from the individual concerned, who has resigned, has been dismissed, retrenched or ceased voluntary involvement or placement to return the following:
 - ✓ copies of minutes, notes
 - ✓ files, records
 - ✓ correspondence
 - ✓ mobile telephone, P.D.A.,
 - ✓ Flexi Care Inc. keys
 - ✓ Credit card – to be returned on date of resignation or notification of termination of employment.
 - ✓ *Refer Financial Management Procedures 5.6.1.2 (d)*
 - ✓ any other related information or equipment
 - ✓ Security codes to be changed – office protocols.
 - ✓ Computer Access and password can be changed at the discretion of the Management Committee


The information and items are to be returned to the General Manager or delegate within 14 days of the effective date of resignation or dismissal or before cessation of employment, at a date nominated by the management staff.

4.3.1.1 CLIENTS / CONSUMERS

- (i) All prospective Clients / Consumers will be required to sign a Client / Consumer Consent Form giving consent for issues regarding their care to be discussed by Flexi Care Inc. staff.
- (ii) All Clients / Consumers are to respect the confidentiality and privacy of the staff, volunteers and students on placement of Flexi Care Inc. involved in the provision of services.

Refer to Confidentiality & Privacy – Client / Consumer – 4.3.3
Refer L drive: Master Documents / Consent / Legal forms

CONFIDENTIALITY & PRIVACY

	Flexi Care Inc. PO Box 2340. Mansfield DC 4122 Ph: 3422 8400 Fax: 3422 8444 Email: info@flexicareinc.org.au Web: flexicareinc.org.au	Client / Consumer No: Family Name: DOB: (Or affix Client / Consumer ID Label here)
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CONSENT AND RELEASE / REQUEST FOR INFORMATION

I, _____ of (address) _____

_____ agree to receiving services from Flexi Care Inc.

I understand that:

- I can withdraw this consent at any time.
- I may have an advocate present at any time.
- Flexi Care Inc. maintains strict confidentiality in relation to personal information and only relevant personal information will be provided to staff assisting in the services provided to me. FCI is bound to observe privacy requirements under any relevant legislation, industry codes and policies.
- In accordance with the Smoking Legislation, smoking is not permitted by any person, during the service time.
- Any relevant medical information to be added; on “front” page; in home “Blue” book.
- I consent to Flexi Care Inc. carers / volunteers taking photographs of me and providing those photographs to my case manager and / or my GP _____ for the sole purpose of monitoring, diagnosing, and/or treating a possible medical condition.”
- Personal information will only be provided to nominated individuals, agencies or funding bodies and only relevant information will be released for the purposes of determining or providing services.
 - Family GP
 - Hospital Other Service Providers
 - Friends Neighbours
 - Other Government funded bodies
- I agree to the “Client / Consumer not at home” Procedure
- I consent to the recording of my name, address and phone number on the Client / Consumer Record (ONI) Register.

Nominated individuals (family/carer, GP) or agencies:

_____	_____
_____	_____
_____	_____

Client / Consumer signature: _____ **Date:** _____

Witness: _____ **Date:** _____

As (Client / Consumer name) _____ is unable to give informed consent, I (carer or authorised representative) _____ agree to the above.

Signature: _____ **Date:** _____

Witness: _____ **Date:** _____

PRIVACY & CONFIDENTIALITY POLICIES

4.3.0 – 4.3.9 RATIFIED

Previously Policy 3.7.0 in Service Delivery section

- 4.3.0 - Confidentiality & Privacy;**
- 4.3.1 - Principles Underlying Confidentiality & Privacy;**
- 4.3.2 - Employees & Volunteers;**
- 4.3.3 - Clients / Consumers;**
- 4.3.4 - Physical Access to Information;**
- 4.3.5 - Computer Security;**
- 4.3.6 - Communication Security;**
- 4.3.7 - Confidential & Private Property**
- 4.3.8 - Work Practices**
- 4.3.9 - Breach of Privacy & Confidentiality**

Signed Name

Printed Name:

Position

Date

Signed Name

Printed Name

Position

Date