

## **APEX PCN CONFIDENTIALITY POLICY**



### **Policy statement -**

The purpose of this policy is to explain and enforce the obligations of confidentiality and non-disclosure among the employees/contractors of the APEX PCN and its constituent GP Practices. (Hereinafter referred to as the PCN). This applies to information processed by the PCN that is accessed by a member of staff. This policy reads in conjunction with the PCN's data protection policy.

### **Status -**

The PCN aims to design and implement policies and procedures that meet the diverse needs of our service and workforce, ensuring that none are placed at a disadvantage over others, in accordance with the Equality Act 2010. Consideration has been given to the impact this policy might have in respect to the individual protected characteristics of those to whom it applies. This document and any procedures contained within it are non-contractual and may be modified or withdrawn at any time. For the avoidance of doubt, it does not form part of a contract of employment.

### **Training and support -**

The PCN will provide guidance and support to help those to whom it applies understand their rights and responsibilities under this policy. Additional support will be provided to managers and supervisors to enable them to deal more effectively with matters arising from this policy.

## **SCOPE:**

### **Who it applies to -**

This document applies to all employees of the PCN, partners and other individuals performing functions or processing data on behalf of the PCN, such as agency workers, locums and contractors.

### **Why and how it applies to them -**

During the course of carrying out the work of the PCN, employees will gain and have access to information classed as objective knowledge which relates to the affairs of the PCN. This may include information relating to partners, employees, patients, contractors, business associates, suppliers, market information, contractual arrangements, dealings, transactions, policies, procedures, decisions, technology and systems. All employees must, from the date of the commencement of their employment with the PCN and after the termination of their employment with the PCN, observe strict confidentiality and non-disclosure in respect of any information held by the PCN, except when required or authorised to disclose such information by the PCN or by law.

The reputation of the PCN and the continuing ability of the PCN to work effectively in the position of trust and responsibility it holds (which is also reflected in the trust and responsibility held by those persons engaged by the PCN to work on its behalf) rely

on confidential information being held as confidential, not improperly disclosed and only used for the purpose for which such information was gathered. Any breach of confidentiality could have major negative consequences for the PCN and the PCN will therefore take action against any employee who commits a breach of confidentiality. Nothing in this policy prevents an employee or other individual making a protected disclosure under the Public Interest Disclosure Act 1998 in respect of any malpractice or unlawful conduct.

## **DEFINITION OF TERMS:**

### **Confidential information -**

“Confidential information” means any information processed by the PCN or supplied (whether supplied in writing, orally or otherwise) by the PCN or gathered by an individual in relation to the performance of his/her duties which is marked as “confidential”.

### **Protected disclosure -**

The disclosure of unlawful conduct, malpractice or wrongdoings within the PCN, commonly known as “whistle-blowing”. Protected disclosures are normally made through the PCN’s whistle-blowing procedure or to an external party.

## **CONFIDENTIALITY PROTOCOLS:**

### **Confidentiality -**

All employees must, from the date of the commencement of employment or other form of engagement, and thereafter, observe strict confidentiality in respect of any information held by the PCN, and by each individual working on behalf of the PCN. This includes dealings, transactions, procedures, policies, decisions, systems and other matters of a confidential nature concerning the PCN and its affairs.

Other than in the proper course of their duties, employee must not, either during or at any time after the termination of their employment, exploit or disclose confidential information. Also, employees must not, through negligence, wilful misconduct or inadvertence, allow the use, exploitation or disclosure of any confidential information relating to the affairs of the PCN, its patients, partners, employees, contractors, business partners or suppliers. There must be no attempt to use any confidential information in a manner that may either directly or indirectly cause, or be calculated to cause, injury or loss to the PCN.

### **Non-disclosure of information -**

It is an obligation upon all employees during employment, or engaged under other contractual arrangements, to maintain information in confidence and not, directly or indirectly, disclose it other than for the purposes it was gathered. Any such information in the possession of an individual, either in electronic format or hard copy, shall be returned to the PCN before or at the point in time that employment ceases, however such cessation occurs.

Following the cessation of employment, or other contractual engagement with the PCN, an individual must not, directly or indirectly, use for gain, discuss or pass on to others confidential information that can be classed as objective knowledge in that it has been gained during the course of employment. This includes information relating

to partners, employees, contractors, patients, business associates, suppliers, market information, contractual arrangements, dealings, transactions, policies, procedures, decisions, technology and systems or other matters of a confidential nature concerning the PCN.

**Third-party requests for information -**

Any employee approached by any third party, including any media source, and asked to make any comments or provide any information relating to the PCN and its affairs (or the affairs of its patients, partners, employees, contractors or any business associate) must under no circumstances respond without having sought permission and guidance from the Clinical Director and/or the PCN Business manager.

**Whistle-blowing or protected disclosures -**

Nothing in this policy will prevent or limit an employee in making a protected disclosure under the PCN's whistle-blowing policy, in respect of any malpractice or unlawful conduct. Legislation in the UK was enacted by the Public Interest Disclosure Act 1998 to enable employees and other persons such as agency temporary workers to disclose genuine concerns, especially those which seem to involve unlawful conduct or malpractice. The legislation also protects them from any form of victimisation arising from making such a disclosure. The PCN's whistle-blowing policy provides a procedure for making protected disclosures.

**Non-disclosure agreement -**

All persons engaged to work for and on behalf of the PCN will be required to sign the following non-disclosure agreement, which will be recorded on their personnel file.

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT:**

To be signed by any individual employed or otherwise engaged by the PCN. I undertake to familiarise myself with the data protection procedures set down by the PCN as a result of the General Data Protection Regulation and the Data Protection Act and understand that the PCN is obliged as a consequence to view any breach of these procedures as a serious matter of discipline. Further, I understand that any breach of this agreement could result in the PCN's sensitive and confidential data being disclosed to the public or other interested parties and any such conduct on my part may render me liable to summary dismissal under the disciplinary procedure.

I acknowledge that I have read and understood the confidentiality and non-disclosure policy and I agree to abide by that policy.

Name.....

Date.....