

Personal Information Privacy And Confidentiality Policy Clinical Services (Youth)

Collection of Personal Information about a Client

In order for Safe Network to provide clinical services to a Client, including assessment and counselling services, Safe Network needs to collect personal information about the Client.

1. The Client and their Parent(s)/Guardian(s) authorise Safe Network to collect personal information from those parties detailed in the signed *Youth Services – Authorisation for the release of confidential information* form.
2. The Client and their Parent(s)/Guardian(s) acknowledge that the purpose of the collection of this information is to provide Safe Network with information to assist Safe Network to provide clinical services to the Client.
3. Safe Network acknowledges that the Client has the right of access to personal information collected by Safe Network.
4. Safe Network will also collect personal information from the Client in the course of delivering its clinical services.
5. The Client and their Parent(s)/Guardian(s) authorise Safe Network to destroy all records containing the Client's personal information, including clinical records, after a period of ten years following the last date services were provided to the Client, as per the *Health (Retention of Health Information) Regulations 1996*.

Use of Personal Information

6. Safe Network will respect the confidential nature of a Client's personal information.
7. Safe Network will only use/disclose the Client's personal information:

- a. For the purposes of delivering clinical services to the Client;
 - b. Where Safe Network has the Client's prior authorisation/consent to use or disclose the information;
 - c. Where use/disclosure is incidental to the services Safe Network provides or for purposes connected with the Client's referral to Safe Network by an agency or other party **[strike out if not applicable, and initial]**;
 - d. Where Safe Network is required to disclose personal information by law.
8. Safe Network will inform the Client and their Parent(s)/Guardian(s) of any privacy breach involving the Client's personal information, and take all reasonable steps to prevent harm arising to the Client from the breach. Where such a breach has caused, or is likely to cause serious harm to the Client, Safe Network will also notify the Privacy Commissioner, in accordance with the requirements of the *Privacy Act 2020*.

Consent to Use of Personal Information

9. The Client and their Parent(s)/Guardian(s), by signing this form, consent to and authorise Safe Network:
- a. To use personal information to deliver clinical services to the Client;
 - b. To disclose personal information to systemic partners, e.g. support persons, as part of the clinical support process, where relevant and appropriate;
 - c. To disclose personal information to the referrer **[strike out if not applicable, and initial]**.
10. The Client and their Parent(s)/Guardian(s) consent to the inclusion of the Client's personal information in a report Safe Network may provide to the referrer and to the discussion by Safe Network of the contents of the report with the referrer **[strike out if not applicable, and initial]**.
11. The Client and their Parent(s)/Guardian(s) consent to the disclosure of the Client's personal information for the purposes of any proceedings before any Court or Tribunal or other judicial body, where Safe Network is required by law to give evidence despite any efforts to maintain client confidentiality.

Consent to the Disclosure of Personal Information for the Purposes of Clinical Supervision, Audit and Research

12. The Client and their Parent(s)/Guardian(s) consent to and authorise any Safe Network clinician to disclose a Client's personal information where this is incidental to that clinician's clinical supervision, provided that any personal information is disclosed to the clinical supervisor on a confidential basis and the Client's identity is not disclosed.

13. The Client and their Parent(s)/Guardian(s) consent to the use of the Client's personal information for the purposes of any audit or review of Safe Network's clinical services. Where Safe Network uses the Client's personal information for these purposes, the Client's identity will not be disclosed in any report on the audit or review.
14. The Client and their Parent(s)/Guardian(s) consent to the use of the Client's personal information for the purposes of research and to assist Safe Network with the refinement of its clinical services. Where Safe Network uses the Client's personal information for these purposes, the Client's identity will not be disclosed.

Reporting of Ill Treatment or Neglect of a Child or Young Person

15. Where Safe Network determines there is a risk of harm, ill treatment, abuse, neglect or deprivation to any child or young person, including harm to self or others, Safe Network may contact a Social Worker or other agencies, in accordance with Safe Network's *Child Protection Policy*. The child or young person could be a client of Safe Network, an associated community member, or someone who may be at risk of harm from the Client. The Client and their Parent(s)/Guardian(s) acknowledge that in the course of discharging this responsibility Safe Network may be required to disclose the Client's personal information.

A copy of Safe Network's *Child Protection Policy* can be provided to the Client and their Parent(s)/Guardian(s) upon request and is also available on Safe Network's website: www.safenetwork.org.nz.

Client Name	Signature	Date
Parent/Guardian Name	Signature	Date
Parent/Guardian Name	Signature	Date
Safe Network Clinician Name	Signature	Date