



8.1 HCCA MEMBERS, CONSUMER REPRESENTATIVES AND VOLUNTEERS CODE OF CONDUCT: PRINCIPLES

A. Introduction

1. The Health Care Consumers' Association of the ACT (HCCA) is the peak health consumer advocacy organisation in the ACT. It has supported and developed health consumer perspectives and policy in the ACT since 1978.
2. HCCA is a body through which health care consumers participate in policy, planning and service decisions that affect their health. HCCA members and volunteers are expected to work to improve the quality and availability of health services and to support consumers to identify shared priorities about health and then represent these views to the ACT Government.
3. At all times the Code of Conduct is informed by reference to HCCA's Strategic Plan and is aligned with its Constitution.

B. Members and Volunteers Code of Conduct

4. This Code of Conduct applies to HCCA members, consumer representatives and volunteers.
5. The Code of Conduct is focussed around three key areas:
 - I. Respect for people and the law**
 - II. Professional and personal integrity**
 - III. Privacy and confidentiality**

C. Respect

- a) Treat people with respect for their different values, beliefs, cultures, religions and social and economic status.
- b) Refrain from any act or statement which could be interpreted as bullying or harassment.
- c) Value and acknowledge the contribution of others and engage co-operatively

D. Professional and personal integrity

- a) Be aware of and comply with the laws and policies that apply to a particular issue.
- b) Question a direction or a policy if you believe it is unreasonable, unethical or unlawful.
- c) Report any illegalities of which you become aware.
- d) Act in a professional manner with honesty and integrity, avoiding conduct that would negatively impact the reputation of HCCA.
- e) Declare any potential for conflict of interest, and stand aside when conflict of interest exists or is perceived to exist by others.
- f) Act transparently and within your authority.
- g) Be objective and unprejudiced in your approach, considering each case on its own merits.
- h) Do not use your position to gain an advantage for yourself, family or friends.
- i) Consider the broader impact of your decisions on your consumer relationships, the community and HCCA.

E. Privacy and confidentiality**I. Members and Volunteers Code of Conduct: Application**

- a) At all times appropriate levels of privacy and confidentiality should be observed in verbal and written communication.
- b) Maintain confidentiality of information communicated in a private context.
- c) Asking consumer representatives to observe the confidentiality and privacy of information will not prevent participants from communicating with other community members on general principles and issues as they need. If the consumer representative is unsure it is important that they check and seek clarification from the chairperson of the committee that they are a part of.
- d) Do not make statements to the media – HCCA has a delegated media spokesperson who is the only person authorised to make public statements on behalf of the organisation.
- e) The HCCA Privacy and Confidentiality applies.

II. Consumers Representatives as members of committees

- a) A consumer representative while appointed by HCCA to a committee, is to represent the views of the community, and not any personal views and should not purport to represent the views of HCCA. This applies to any

business of the committee, both in and out of session, and to any dealings with the general public.

- b) A consumer representative must maintain the level of confidentiality required by the level and type of business conducted by the committee at all times.
- c) If the committee is dealing with an issue that the consumer representative believes is not being adequately addressed by the committee then the representative should discuss this with the chair of the committee and/or the Executive Director of HCCA before taking any action in relation to this issue.

F. Breaches

6. Breaches of the Code of Conduct may result in a member or volunteer facing disciplinary actions, including removal from a committee/s or expulsion from the organisation.



Code of Conduct Agreement For Consumer Representatives

As a consumer representative who is endorsed by HCCA, I understand that:

1. I cannot make statements to the media on behalf of HCCA, including any unauthorised statement on social media which may lead people to believe that I represent HCCA.
2. I cannot make statements in my committee work on behalf of HCCA, or lead others to believe that I represent the views of HCCA.
3. I will not use social media to discuss any aspect of my committee work that is not publicly available. I will not compromise the confidential agreement that relates to my committee work, or compromise the reputation of HCCA.
4. If, in a public forum, I identify that I am consumer representative, I will also explicitly state that my views do not represent the views of HCCA the organisation.
5. When appointed to a committee role, I will represent broad community views to the best of my ability, rather than my personal views and experiences unless directly relevant to the work of the committee.
6. I am free to make general comment about health issues that are not directly related to my committee work. I will not disclose or comment on any confidential work or people, past or present, of a committee I am or was a member of.
7. If I have concerns about the way my committee is dealing with an issue, including confidentiality/ privacy breaches, I will discuss my concerns with the Committee Chair and/or the Executive Director before taking any further action.
8. I understand that HCCA is available to provide support to me in carrying out consumer advocacy work.
9. I am free to discuss confidential committee material with HCCA staff unless otherwise directed by the Committee Chair.

I agree to be guided by the following principles in my consumer advocacy work:

Respect

I will:

1. Value people with different views, beliefs, religions, social and economic status, cultural and gender identities.
2. Not act or communicate in ways which could be interpreted as bullying or harassing.
3. Engage cooperatively with others, and will value and acknowledge the contributions of others.

Professional and personal integrity

I will:

1. Understand and comply with the HCCA and Health Service policies and legislation that apply to a particular issue. For example, the Privacy Act.
2. Raise concerns with HCCA staff if I believe a direction, decision or policy is unreasonable, unethical or unlawful.
3. If I identify irregularities I will raise this with the Committee Chair. If I need support I will contact the Executive Director or President
4. Act professionally, with honesty and integrity, and avoid behaving in a way that could negatively reflect on HCCA's reputation.
5. Declare any potential conflict of interest, and stand aside if a conflict of interest exists or is perceived to exist.
6. Act transparently and within my role.
7. Be objective and unprejudiced, and consider each case on its own merits.
8. Not use my position to gain an advantage for myself, family or friends.
9. Consider how my decisions will impact on other consumers, the community and HCCA.

Privacy and confidentiality

I will:

1. Understand and adhere to the level of privacy and confidentiality which applies to the interaction, forum or committee I am participating in.
2. Observe privacy and confidentiality requirements whether I am using written or verbal communication.
3. Seek guidance from HCCA staff in the first instance, or my committee chair (if applicable) if I am unsure of the level of privacy and confidentiality required in a situation.
4. Not disclose information communicated in a confidential context.
5. Not disclose confidential information I have gained through working with HCCA personnel or through access to HCCA documents.
6. Apply the HCCA Privacy and Confidentiality Policy which can be found on the HCCA website here: <https://www.hcca.org.au/members/privacy-and-confidentiality-policy/>

Name: : _____

Signed: _____

Date: _____

*This agreement is based on the **HCCA MEMBERS, CONSUMER REPRESENTATIVES AND VOLUNTEERS CODE OF CONDUCT**. The full documents can be found on the HCCA website at <http://www.hcca.org.au/index.php/members/hcca-code-of-conduct.html>*

Related policy and legislation:

HCCA Privacy and Confidentiality Policy

<https://www.hcca.org.au/members/privacy-and-confidentiality-policy/>

The Privacy Act <https://www.oaic.gov.au/privacy/the-privacy-act/>



Re: Volunteer Agreement

I, _____ agree to give my voluntary services to **Health Care Consumers' Association of the ACT Inc (HCCA)** for the purpose of

_____ without pay to the best of my abilities, and to comply with all of the directions of HCCA including, but not limited to, those responsibilities detailed in the position description.

Position description: the following activities sets out the responsibilities and tasks you will be required to perform.

- To add here the specific duties of this volunteering position

I agree to work approximately (number of hours) hours per week between XX and XX on (days). Any change to these work hours and days are to be agreed with the Executive Director.

I agree to abide by the standard workplace policies and procedures set by HCCA.

I agree to take reasonable care to avoid loss or damage to any property.

I understand that all information I become aware of as a volunteer at HCCA is in strictest confidence and must not be discussed or divulged to any unauthorised person or organisation. This includes:

- a. Intellectual property of HCCA
- b. Confidentiality of HCCA members and staff
- c. Confidential information relating to any ACT Health services

I understand HCCA has Personal Accident Insurance for volunteers and I will be covered by this policy in case of having an accident or being injured while volunteering at HCCA. Likewise, I will be covered whilst travelling directly to and from the place where voluntary work is being carried out.

If I am injured through an accident in the course of my duties as a volunteer or whilst travelling between home and work and vice versa, I will immediately report the matter to the Executive Director.

I agree not to do anything to compromise my safety or the safety of others and to cooperate with any health, safety or welfare requirements of HCCA.

I agree to use my personal vehicle at my own risk. No cover is provided for the use of my personal vehicle regarding damages that may arise during the course of, or as a result of, voluntary work for to HCCA. Full comprehensive insurance is recommended, however this is the personal financial responsibility of the volunteer.

Terminating a Volunteer Placement: Your volunteer placement should normally be terminated at a mutually convenient time with as much advance notice as possible given by either party. However, a voluntary placement may be changed or terminated due to circumstances relating to your health, personal safety or ability to perform the tasks or activities required.

Your volunteering placement may be terminated immediately if you breach HCCA's Code of Conduct. Should this become necessary, you will be given the opportunity to state your case.

If these conditions are acceptable to you, please sign and date this agreement and return to the HCCA office.

Name: _____

Signature: _____

Date: _____

Witness' Signature: _____

Date: _____