



Confidentiality Policy

Overview

Information about the following is considered confidential:

- All potentially identifying information concerning clients and former clients
- Private information about our staff and volunteers outside of name and allowed contact information
- Financial data, and business records of Chilliwack Restorative Justice and Youth Advocacy Association (CRJYAA)

General information, policy statements, or statistical material that is not identified with any individual or family is not classified as confidential. If you have concerns about whether information is confidential or not, please consult the Executive Director before disclosure.

“Confidential” means that you are free to talk about CRJYAA and its mission, and your job/responsibilities, but you are not permitted to disclose clients’ names or talk about them in ways that will make their identity known. This involves discussions with staff, volunteers, board members, or members of the RCMP in public, as there is no reasonable expectation of privacy.

No information may be released without explicit authorization from the Executive Director. This is a basic component of client care and business ethics and is especially important in our work. CRYJAA expects you to respect the privacy of clients and to maintain all their information as confidential. Information regarding specific CRYJAA operations will be considered confidential as well, with the exceptions listed above.

This policy will be reviewed by the Executive Director annually for potential updating. All staff, board members, and volunteers will be required to review this policy annually and sign the Confidentiality Policy Agreement for retention in their files.

Records

All records dealing with specific clients must be treated as confidential. All notes regarding cases will be destroyed at the end of facilitation and the other paperwork is sealed and given back to the RCMP. Electronic records are kept in accordance with RCMP retention guidelines.

Staff members are responsible for maintaining the confidentiality of information relating to other staff members and volunteers, in addition to clients. Failure to maintain confidentiality will result in



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disciplinary action, up to and including termination of position. This policy is intended to protect you as well as CRJYAA because violations of this policy also may result in personal liability.

Reasoning

Confidentiality is the preservation of privileged information. By necessity, personal and sensitive information is disclosed in the course of our work. What you learn about clients is necessary to facilitate restorative services such as circles, facilitations, or mentoring. Therefore, most information gained about individual clients through an assignment is confidential in terms of the law, and disclosure could make you legally liable. Disclosure will also damage your relationship with the client and make it difficult to help the person. Before you begin your assignment as a staff member/volunteer, you should be aware of the laws and penalties for breaching confidentiality. Although CRJYAA is liable for your acts within the scope of your duty, giving information to an unauthorized person could result in the agency's refusal to support you in the event of legal action. Those found to be guilty of violation of statutes regarding confidentiality of records can be punished by fines, imprisonment, or both.



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CONFIDENTIALITY AGREEMENT

I, the undersigned, agree to maintain the confidentiality of all matters relating to Chilliwack Restorative Justice including but not limited to; information pertaining to offenders and their families, victims and their families, members, fellow volunteers, Board members and staff. It also includes all matters relating to programs, fundraising and community partners.

I also acknowledge receipt of a copy of the Association's Privacy Policy and agree to adhere to its content.

I acknowledge that any breach of this Agreement may result in immediate dismissal from the Association.

I acknowledge the trust of the offenders and their families, the victims and their families and the safety and trust of the volunteers, Board members and staff depend on this confidentiality.

However, I also acknowledge that any suspicion I may have about the safety of a child must be reported.

PRINT NAME

SIGNATURE

DATE