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# TCSA Policies & Procedures

Section 4: Programs & Services/ Integrated Services

Reference: 4.100

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**Policy Title:**

**Confidentiality and Information Sharing**

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**Policy Statement:**

People who receive TCSA services, and share information with the Agency have a right to expect that staff will keep the information confidential. At the same time clients need to share information in order for our staff to serve them properly. The challenge for our organization is to safeguard the client's right to confidentiality, while ensuring that staff receive the required information to serve the client.

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**Purpose:**

The purpose of this policy is to ensure client confidentiality and, at the same time, provide required access to information in a manner that is acceptable to the person seeking services and consistent with relevant legislation.

This policy applies to staff, board members, contractors, volunteers and researchers.

*Principles*

1. Personal information provided by those seeking services must be kept confidential. Exceptions are:
    - a) Cases in which there is a legal requirement to reveal information (e.g. child abuse)
    - b) Cases in which the person is in danger of harming himself/herself or others (e.g. suicide risk)
    - c) Emergency health situations where the person is unconscious, in a critical state, or, in the opinion of staff, is unable to make a rational decision about the release of information (e.g. drug overdose).
  2. Care-givers must have access to personal information that is relevant to the services being provided;
  3. Clients must have access to their own medical records if access is requested, under the conditions presented in the *Access to Information and Protection of Privacy Act* and may share this information with whomever they like, including
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traditional healers and other providers of alternate therapies;

4. The TCSA may share personal information with its various units within the organization. The sharing of information should be consistent with the purpose for which the information was collected and on a “need to know” basis;

5. Agencies or organizations outside of the TCSA must have the written consent of clients for the release of information (Release/Exchange of Information form).

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**Procedures:**

Confidentiality

1. All staff, at the beginning of their employment will be required to sign a declaration of confidentiality;

2. Board members, during and after their term of office, are required to sign a declaration of confidentiality. They must keep confidential personal information they may receive in the course of their duties, including personnel information;

3. Interpreter/Translators in roles of communicating information between client and service provider, or service provider and client must keep confidential personal information that may receive in the course of their duties, including personnel information.

Sharing of Information

1. In the initial meeting with a person seeking services, where personal information is required, the caregiver must explain that personal information will be kept confidential but that staff must have access to required information. If the client is to be referred, or if personal information is to be discussed during a case conference, he/she will be asked to sign a *Consent for Release/Exchange of Information* form. If the initial contact is by telephone, the person will be asked to sign a consent form at the first face to face meeting;

2. In regard to access to information about children in care, staff will be guided by the requirements of sections 70-74 of the NWT *Child and Family Services Act*;

3. Requests for information about clients from Third Parties (e.g. criminal justice officials, media, employers, companies, government agencies not directly involved with TCSA-related services to clients) shall be referred to the CEO or his/her representative.

Data Collection

1. The TCSA will not collect information about clients beyond what is required and relevant to the delivery of TCSA services;

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Breach of Confidence.

1. It is a breach of confidence to:
  - a) Discuss any confidential information, acquired while employed or working with the TCSA where it may be heard by individuals who are not authorized to have access to the information;
  - b) Provide confidential information or records to unauthorized persons;
  - c) Leave confidential information in written form or displayed on computer terminals in a location where it may be viewed by unauthorized persons.
  
2. To guard against inadvertent access to personal information: files containing confidential information, when no longer in use, shall be shredded; staff will activate computer screen-savers to protect against the viewing of personal information;
  
3. Managers will investigate all incidents or complaints about breaches of confidentiality. A breach of confidence may be grounds for staff to be disciplined or terminated.

Security

1. All personnel information about staff and personal information about clients will be kept in locked file cabinets and secure storage areas. Only authorized personnel shall have access to these files and records.

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**Authorities:**

TCSA Act 13; Education Act, 29, 30,117; Hospital Insurance & Health and Social Services Administration Act, 10(10), 13(1) Access to Information and Protection of Privacy Act (2005) section 5,6,43, 48; Child and Family Services Act (1996) section 8,9,71-74.

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**Approval Dates:** June 17<sup>th</sup>, 2009.

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## Declaration of Confidentiality

I, \_\_\_\_\_ (name)

have read and understand the TCSA Policy 4.100 entitled **Confidentiality and Information Sharing**. I understand that all personal information provided by those people seeking services from the TCSA including clients, patients and students, that I may come into contact with during the performance of my duties, either intentionally or inadvertently, either through discussion or through written form **must be kept confidential**.

I understand that a breach of confidentiality may be grounds for disciplinary action by the Agency up to and including dismissal, contract termination, removal from the Board or other appropriate action.

I agree not to disclose and/or use any such information without authorization of the appropriate authority of Tlichq Community Services Agency.

I agree that I am solely responsible for abiding by this declaration.

Print Name \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Witness

Print name \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

(see the following TCSA Policy 4.100 Confidentiality & Information Sharing which is to be detached and kept by the declarant)