

Confidential Information and Privacy Rights of Personal Information Policy

Adopted date: May 11, 2022	Amended date:	Next Review: 2027
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OBJECTIVE

The Van Anda Improvement District (VAID) is a “public body” and therefore is required to comply with the Freedom of Information and Protection of Privacy Act.

VAID is responsible to protect our ratepayers, employees, contractors, volunteers, and trustees’ legal right to privacy of their personal information under our custody and control. In all circumstances, VAID recognizes the value of an individual’s personal information, which must be collected, used, disclosed, and protected appropriately. The purpose of this policy is to provide a framework for the consistent management of personal information collected, used, disclosed, and protected by the VAID in accordance with the principles and requirements of various legislative Acts, including but not limited to BC’s Freedom of Information and Protection of Privacy Act (the “Act”), and standards of practice.

In the legislation, Part 3 – Protection of Privacy, Division 1 details purposes for which Personal Information may be collected and Division 2 details use and disclosure of personal information by public bodies. Section 30 of FIPPA requires a public body to make reasonable security arrangements to protect Personal Information in their custody or under their control. Section 33 prohibits the disclosure of Personal Information except as permitted by the legislation.

DEFINITIONS

“Agents” may include but are not limited to Contractors, sub-contractors, vendors, suppliers, or any other third-party individual directly or indirectly associated with the District in a business relationship.

“Authorized Individual” is an individual who has the authority under law or policy to access specific forms of confidential information.

“Board of Trustees” means the Board of Trustees of the Van Anda Improvement District.

“Clients” means all persons or businesses receiving services from the District or their authorized or legal representatives.

“Collaboration Organization” means any agency with which the District is engaged in the delivery of a common or integrated program or activity.

“Confidentiality” is the responsibility and obligation of employees or agents of the District to ensure that the Personal Information or Other Confidential Information is kept secure and is collected, accessed, used, disclosed, stored, and disposed of only for purposes necessary and authorized by the District or a Collaboration Organization to conduct its business.

POLICY

“Designated VAID agents” are individuals or organizations who have a business relationship with the VAID and, at the discretion of the VAID, are deemed to have the potential to access, intentionally or inadvertently, all forms of VAID confidential information by virtue of their relationship to the VAID (e.g., website hosting).

“District” means the Van Anda Improvement District.

“FIPPA” means the Freedom of Information and Protection of Privacy Act

“Information Privacy” refers to the right of an individual or data subject to determine with whom their personal information is shared, under what circumstances and to know of and exercise control over use, disclosure and access concerning any personally identifiable information collected about him or her.

“Other Confidential Information” is the information provided to, collected, or created by the District or a Collaboration Organization, which may or may not contain information on an identifiable individual, in the course of its business operations. Other Confidential Information includes:

- Information provided by an external vendor which, if disclosed would harm the business interests of the external vendor
- Information prepared as part of a pending or ongoing litigation, law enforcement, Internal Audit, Workers Compensation, Ombudsperson or Human Rights investigation
- In-camera deliberations of the District
- Unpublished statistical or intellectual property information related to organization initiatives may be disclosed pursuant to Part 2 of FIPPA unless one of the exceptions in Part 2 applies
- Information supplied in confidence to a mediator or arbitrator to resolve or investigate a labour relations dispute.

“Personal Information” means any information about an identifiable individual, but it does not include business contact information. Business contact information is information such as a person’s title, business telephone number, business address, email, or facsimile number.

“Personal and confidential information” is information provided to, collected, or created by the VAID that exists regardless of form and includes, but is not limited to the following:

- Personal information about an identifiable individual (e.g. trustee or ratepayer) including:
 - The individual’s name, street address, personal email address, or telephone number;
 - The individual’s age, sex, sexual orientation, marital status or family status;
 - An identifying number, symbol or other particular assigned to the individual; and
 - Information about the individual’s education, financial, criminal or employment history.
- Confidential Information related to an identifiable individual under the custody and control of the VAID including:
 - Information (ratepayer records including banking information) prepared as part of a pending or ongoing review; and
 - Employee, Contractor, Trustee, or Volunteer Information related to performance, discipline, incident reviews.
- Any information considered in an in-camera (closed) meeting unless public release of information is authorized by the board.

POLICY

“Privacy Breaches” means the loss, theft, intentional or inadvertent unauthorized collection, use, disclosure, storage, or disposal of personal information in the custody or control of the District or Collaboration Organization. Such activity is “unauthorized” if it occurs in contravention of Part 3 of the Freedom of Information and Protection of Privacy Act or this policy.

“Record” as defined in the Freedom of Information and Protection of Privacy Act includes books, documents, maps, drawings, photographs, letters, vouchers, papers, and other thing on which information is recorded or stored by graphic, electronic, mechanical or other means, but does not include a computer program or any other mechanism that produces records.

“Staff” for purposes of this policy means members of the Board of Trustees, public members appointed to standing and select committees of the Board of Trustees, employees, and volunteers engaged by the District.

POLICY

All Agents and other third parties, accessing or sharing Personal Information in the custody or control of the District must execute an agreement in which that party agrees to abide by the terms of a Privacy and Confidentiality agreement. Staff must take all reasonable steps to ensure Agents, or third parties are not provided with access to records containing Personal or Confidential Information, except as permitted by this Policy and FIPPA.

PROCESS FOR REQUESTING ACCESS TO RECORDS THAT CONTAINS OR MAY CONTAIN PERSONAL AND/OR CONFIDENTIAL INFORMATION

All requests must be addressed to the Administrator, the Fire Chief, or a Trustee as appropriate. This access to information policy does not apply to Part 2 FIPPA requests.

Section 33.2 (c) of the Freedom of Information and Protection of Privacy Act only permits the disclosure of personal information within a public body to officers or employees of the public body for whom the information is necessary for the performance of their duties.

Confidential documents may be redacted if in the opinion of the Board of Trustees there is no “need-to-know” and a privacy breach of the un-redacted information would harm a third party (a business or individual) or cause damage to the public reputation of the District.

Access to information requests may be deferred if there may be a contractual or legal obligation to obtain approval from a Collaboration Organization such as law enforcement or BC Emergency Health Services. If a request for access to information is declined by Administration Office or Fire Chief, the matter may be referred to the Board of Trustees for a decision.

Most District records will be routinely provided. Should the request for access to information require more than an hour preparatory work, the request may not be actioned and, instead, referred to the Board of Trustees for direction. Information provided may not be in a form acceptable for public scrutiny.

POLICY

PRIVACY RIGHT AND ACCESS TO PERSONAL INFORMATION

The right of privacy includes an individual's right to determine with whom he or she will share information and to know of and exercise control over collection, use, disclosure, access, and retention concerning any information collected about him or her. The right of privacy and consent are essential to the trust and integrity of the relationships among ratepayers, employees, contractors, volunteers, and trustees.

RESPONSIBILITY FOR CONFIDENTIALITY

Personal information obtained during ratepayers, employees, contractors, volunteers, and trustees' dealings with VAID must be held in confidence. All reasonable measures must be taken to ensure that personal information is collected, used, and disclosed only in circumstances necessary and authorized in the conduct of the business of the organization. Collection, use, sharing or disclosure of information must be in accordance with the appropriate legislative authority (e.g., the Act and/or VAID policy). Intentionally viewing confidential employee or ratepayer information that is not necessary to perform an individual's role is considered a breach of confidentiality even if that information is not disclosed to another party. Confidential information must not be discussed in any physical location where others, not entitled to receive that information, are present and likely to overhear, unless required to fulfill one's professional role, by law or with permission from an authorized individual. Projects or initiatives concerning the collection, use or disclosure of personal information must have appropriate privacy protections in place.

CONFIDENTIALITY ACKNOWLEDGEMENT

A signed Confidentiality Acknowledgement is a requirement for employees, contractors, volunteers, and trustees (see Schedule "A" attached). All VAID ratepayers and designated VAID agents are required to be familiar with and abide by the VAID Confidential Information - Privacy Rights of Personal Information Policy during their involvement with the VAID

SCOPE

This policy applies to:

1. All VAID employees, contractors, volunteers, and trustees.
2. All designated VAID agents.
3. Personal information in any format including, but not limited to, paper, electronic, film, verbal discourse.
4. Information as noted in #3 that is provided to, obtained from, or because of a relationship with the VAID, regardless of where that information may be subsequently stored or used. All such information in the custody and control of the VAID is covered by this policy and the associated legislative and common law rules.

POLICY

BREACHES

BREACH OF CONFIDENTIALITY

Individuals will be held accountable for breaches of confidentiality. Breaches of confidentiality include intentional and unauthorized access to, use and/or disclosure of, confidential information. All VAID employees, contractors, volunteers, and trustees have a responsibility to report breaches of confidentiality without fear of reprisal. If it is established that a breach of confidentiality has occurred, those individuals deemed responsible may be subject to penalty, prosecution or sanction up to and including termination.

EXAMPLES OF BREACHES (What you should NOT do)

These are examples only. They do not include all possible breaches of confidentiality covered by the VAID Policy.

- Accessing information that you do not need to know in the course of your duties
- Showing, telling, copying, selling, changing, or disposing of confidential information that is not pertinent to your role.
- Providing or gaining unauthorized access to physical locations (e.g., file cabinets) which contain confidential information
- Leaving file storage areas unlocked when they should be locked.
- Sharing, copying, or changing information without proper authorization
- Discussing confidential information in a public area such as at a board meeting.
- Failing to report a breach of confidentiality

BREACHES: REPORTING, INVESTIGATION AND MANAGEMENT

A privacy breach may occur should personal information be disclosed in a manner not consistent with the VAID privacy policy.

When any employee, trustee, or volunteer becomes aware of a potential or actual violation or breach, they will follow the CAN DO protocol:

- **CONTAIN** incident to limit its impact by acting to stop further spread of the private information. For example, by locking rooms, locking computers, retrieving and securing papers, mobile devices or other forms of information not properly stored or secured or by requesting individuals discussing Sensitive Information in public places to stop.
- **ASSESS** its associated impact by taking note of the nature, circumstances, and time, what Sensitive Information was compromised and how that occurred, what role the physical environment had in the incident and all involved individuals to identify and minimize any immediate risks of harm to the ratepayer, other involved persons, staff or the organization.
- **NOTIFY** the VAID Administrator of the incident, the immediate containment steps taken and details of the assessment of its impact. Depending on the impact Breach, the Administrator may decide to immediately notify the Board of Trustees, the Chair of the Board may decide to call a special board meeting
- **DOCUMENT** the facts
- **OFFER** to assist in the investigation and prevention of subsequent incidents

POLICY

The Administrator will conduct an internal investigation into the matter with the objectives of:

- a) ensuring the immediate requirements of containment and notification have been addressed;
- b) reviewing the circumstances surrounding the breach; and reviewing the adequacy of existing policies and procedures in protecting personal information;
- c) Identifying and notifying those individuals whose privacy was breached and, barring exceptional circumstances, notify those individuals if the breach extended outside the organization or is found to be malicious in intent;
- d) notifying the individuals whose privacy was breached by telephone or in writing;
- e) providing details of the extent of the breach and the specifics of the personal information at issue;
- f) advising of the steps that have been taken to address the breach, both immediate and long-term, including recovery of personal information as set out in the Act.;
- g) notifying the Office of the Information and Privacy Commissioner for BC should the board decide that notification is necessary.

RELATED DOCUMENTS

- Freedom of Information and Protection of Privacy Act
- VAID Confidentiality Agreement

FORMS

- Policy Agreement Form

SCHEDULE 'A'

CONFIDENTIALITY ACKNOWLEDGEMENT

Please use a pen to complete

I (print name) _____ hereby acknowledge that I have read and understand the Van Anda Improvement District's (hereinafter called "VAID") policy regarding privacy and confidentiality. This policy outlines my responsibilities regarding information obtained during the course of my affiliation or assignment at the VAID. I further acknowledge that I have read and understand the consequences for breach of this policy.

RELATIONSHIP WITH VAID:

Employee Trustee Volunteer Contractor Other

If other, specify affiliation and name of VAID contact:

Signature: _____

Date: ____/____/____

Day Month Year