

Chapter: Volunteer Management	Effective Date: 9/17/26
Title: Confidentiality and Liability	Page: 1 of 1
ACA: 5-JCF-7G-12	Replaces: VLS.01.09, 10/7/08

(a) **Standard.**

Volunteers agree in writing to abide by Texas Juvenile Justice Department (TJJD) policies, particularly those relating to the confidentiality of youth records and information and facility security. Volunteers enrolled with TJJD are protected from civil liability as described by [§241.005, Human Resources Code](#).

(b) **Procedures.**

(1) **Confidentiality.**

- (A) All volunteers sign the [Volunteer Agreement and Waiver of Liability/Indemnity Agreement, VLS-018](#), and the [Confidentiality Agreement for Non-TJJD Employees, LS-001](#).
- (B) The community relations coordinator, in consultation with the facility administrator, may grant a volunteer access to confidential information to better serve the volunteer's assigned youth.
- (C) Confidentiality does not apply to communications by youth involving:
 - (i) confessions or allegations of abuse, neglect, or exploitation (see [GAP.380.9333](#) and [GAP.385.8134](#));
 - (ii) an imminent escape; or
 - (iii) intent to harm self or others.
- (D) The requirement to report alleged abuse, neglect, or exploitation applies without exception to a volunteer whose personal communications may otherwise be considered privileged.

(2) **Liability.**

A volunteer may receive limited immunity from civil liability for damages arising from an act or omission performed in the course and scope of duties as a volunteer. See [§241.005, Human Resources Code](#), for more information.
