

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made between: _____
and (PROGRAM NAME) on (date)_____.

This Confidentiality Agreement has been drafted to insure confidentiality and protection of individual rights of privacy for children, families, and employees of (PROGRAM NAME). The individual dignity of children, families, and employees shall be respected and protected at all times in accordance with all applicable laws, statutes, ordinances and regulations.

Information about children, families, and/or employees must not be divulged to anyone other than persons who are authorized to receive such information. This policy extends to both internal and external disclosure of information.

Initial on each line

_____ I understand that it is my responsibility to maintain confidentiality regarding information learned about children, their parents/guardians, families, members of the child's household and other employees, and that this responsibility extends 24 hours per day, 7 days per week regardless of how or where the information was attained.

_____ I acknowledge that I must be diligent in my efforts to maintain confidentiality, and should be aware that there are disciplinary consequences, up to and including termination for violations of confidentiality and rights of privacy, and that there is also the potential for civil liability against me and the agency.

_____ I agree to adhere to the following procedures and policies regarding Confidentiality:

Confidentiality of Children's and Families' Information:

- a. All children's records must be locked in a secure file with strictly limited access.
- b. Access to children's records is limited to employees with a "need to know".
- c. Children's records must not be removed from the center.
- d. Children's records must never be left out on desks, tables, etc. where other people may have access to them.
- e. Children's or families' private information must never be discussed among employees except on the "need to know" basis. Employees must be particularly aware of their surroundings when discussing this information. Special caution must be taken to be sure other children, families, or employees do not overhear information that is confidential.
- f. Discussion of children's or families' information with volunteers, other families, friends, or community members is prohibited.
- g. Information and documents considered confidential include, but are not limited to medical records, educational records, special needs records, family records, financial records, and any other private information about the children or their families.
- h. All requests for release of information shall be directed to the owner of the facility.
- i. Information will only be released to persons outside of (PROGRAM NAME) with the express written consent of the child's parent or legal guardian.

Confidentiality of Employee's Information

- a. All employee records must be locked in a secure file with strictly limited access.
- b. Access to an employee's records is limited to appropriate supervisory employees.
- c. An Employee's records must not be removed from the center.
- d. An Employee's records must never be left out on desks, tables, etc. where other people may have access to them.
- e. An Employee's private information must never be discussed among employees except on a "need to know" basis. Employees must be particularly aware of their surroundings when discussing this information. Special caution must be taken to be sure other children, families, or employees do not overhear information that is confidential.
- f. Discussion of an employee's information with volunteers, families, friends, or community members is prohibited.
- g. Information and documents which are considered to be confidential include, but are not limited to medical records, educational records, employment records, financial or pay records, and any other private information about the employee.
- h. All requests for release of information to persons outside of (PROGRAM NAME) shall be directed to the owner of the facility.
- i. Information will only be released to persons outside (PROGRAM NAME) with the express written consent of the employee.

Confidentiality Related to Proprietary Information

(PROGRAM NAME) has developed unique techniques, curriculum, and tools for evaluation, which make our program more competitive in the industry and are not to be revealed to sources outside of the company. Anything, which the company designs, produces, implements, and markets is treated as PROPRIETARY INFORMATION, also called trade secrets. This includes, but shall not be limited to, the agency's client list, employee list, curriculum, philosophy, mission statement, personnel policies, and parent handbook.

_____ I understand that I may not discuss proprietary information with other employees in any public place where it is possible they could be over heard.

_____ I understand that it is not only my duty to protect (PROGRAM NAME) proprietary information during their term of employment, but the legal obligation continues even after separation from employment.

_____ I understand that I am required to return any and all documentation that contains proprietary information at the time of separation. (PROGRAM NAME) is ready and willing to enforce this obligation through court, if necessary.

_____ I understand that following my separation of employment, regardless of the reason for said separation, I may not contact clients or employees of (PROGRAM NAME) for any reason related to information contained in this confidentiality agreement.

Violation of Confidentiality Policy

Any employee/volunteer who violates the Confidentiality Policy will be subject to disciplinary action including termination. In addition to job related consequences, the employee/volunteer may face possible civil liability for their actions.

I affirm that I have been given time to read, review, consider, and ask questions about this Confidentiality Agreement. Further, I assert that I understand the limitations this agreement places on my actions now and into the future and agree to abide by this Confidentiality Agreement.

Employee's Signature

Employee's Printed Name

Date

Witness Signature

Witness Printed Name

Date